

Tender Document

For

“Job Contract for providing Wildlife Management including Bird hazard control by using Crackers and zone gun at M.P.Airport, Udaipur for 02 Years”



AIRPORTS AUTHORITY OF INDIA

Maharana Pratap Airport, Udaipur-313022

Name & Position	Signature with date
Prepared By: Raman Saini AM(ATC)	
Recommended By: Marx Bhartiya AGM(ATC) / ATC Incharge	
Approved By: Nandita Bhatt, Airport Director	



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Name of Work: Job Contract for providing Wildlife Management including Bird hazard control by using Crackers and zone gun at M.P.Airport, Udaipur for 02 Years

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TENDER NOTICE

Name of Work: Job Contract for providing Wildlife Management including Bird hazard control by using Crackers and zone gun at M.P.Airport, Udaipur for 02 Years

ESTIMATED COST	Rs.44,61,379/- (Excl. EPF, ESI, Bonus and GST)
EARNEST MONEY DEPOSIT (E.M.D)	Rs. 89,228/- (Eighty nine thousand two hundred and twenty eight rupees only)
CONTRACT PERIOD	24 (Twenty Four) Months
TENDER COST	Rs. 1180/- (One Thousand One Hundred Eighty Rupees Only) (Non - refundable)
LAST DATE OF SALE OF TENDER	25/01/2021 Up to 18:00 Hrs



NOTICE INVITING TENDER

E -Tender ID: 2021_AAI_66821_1

Tender Ref No: AAI/VAUD/ATC/WLM/2020-22

1. E- tenders are invited through E- Tendering portal by The Airport Director, Maharana Pratap Airport, Udaipur on behalf of The Chairman, Airports Authority of India from Firms / Contractors of repute for the work of “Job Contract for providing Wildlife Management including Bird hazard control by using Crackers and zone gun at M.P.Airport, Udaipur for 02 Years” at an Estimated cost Rs.44,61,379/- (Excl. EPF, ESI, Bonus and GST) The period of the contract is 24 (Twenty Four) Months. The tendering process is online at E-portal URL address <https://etender.gov.in/eprocure/app> or www.aai.aero Aspire bidders may download and go through the tender documents. Prospective tenders are advised to get themselves at CPP-portal, obtain Login ID and Password and go through the instructions available in the Home Page after Login to the CPP-portal <https://e-tender.gov.in/eprocure/app> or www.aai.aero .They should also obtain digital signature certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes Three days’ time. The tender may also take guidance from AAI help desk support through path aai.aero/tender/e-tender/helpdesk support.

For any technical related queries please call the 24X 7 help desk details are as given below Tel: 0120-4200642, 0120-4001002, Mobile: +91-8826246593

Email: support-eproc@nic.in

Bidders are requested to kindly mention the URL of the portal and tender ID in the subject, while emailing any issue along with the contact details. For any further technical assistance with regard to functioning of CPP portal the bidder may contact the following AAI help desk numbers on all working day between.

- i) 0800 hours to 2000 hours (Monday to Saturday) 011-24632950
Ext. 3512 (Six line) E-mail: etenderssupport@aai.aero
- ii) 0030 Hrs to 1800 Hrs (Mon-Fri), 011-2463 2950 extension 3523
Email: etenderssupport@aai.aero and sanjeevkumar@aai.aero and snita@aai.aero



iii) 0930 Hrs to 1800 Hrs (Monday to Friday), 011 2465 7900 Email: gmitqh@aai.aero

2.

- (i) Tender Processing fees of Rs 1180/- (Tender fee of Rs. 1000/-+ GST of Rs 180/-) non-refundable, will be required to be paid in favor of Airports Authority of India payable at Udaipur, in the form of Demand Draft from Nationalized or scheduled bank (but not from co-operative or Gramin Bank).
- (ii) EMD of the value Rs. 89,228/- (Eighty nine thousand two hundred and twenty eight rupees only) refundable (with conditions) will be required to be paid in favor of Airports Authority of India payable at Udaipur, by way of Demand Draft from Nationalized or scheduled bank (but not from Co-operative or Gramin Bank).
- (iii) The original Demand Draft against Tender processing fee & EMD or MSME Registration Certificate (for exemptions of tender fee and EMD) should reach to O/o ATS Incharge / AGM (ATM), First Floor, Technical Block, Airports Authority of India, Maharana Pratap Airport, Udaipur by Post/courier as per the date & time given in the Tender schedule. The details of Demand Draft physically sent, should tally with the scanned copy of same submitted in the technical bid (envelop-1).

Note: *Tender processing fee & EMD in the form of Cash shall not be accepted. Tender of the bidders who fail to submit original Demand Draft towards EMD& tender processing fee before the stipulated time shall be rejected outright.*

3. Eligibility Criteria of Contractor / Firms:

- i. Should have Permanent Account Number (PAN).
- ii. Should have GST registration no.(15 digit GSTIN)
- iii. Should have Employees provident Fund Registration,
- iv. Should have Employees State Insurance Corporation Registration,
- v. Should have Labour license/permits as applicable.
- vi. Proof of valid Labour license under contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund Registration, Employee State Insurance Corporation Registration, GST Registration and proof of



- up to date remittances to ESI, PF and GST Authorities or an undertaking on a stamp paper of Rs.100/- to submit all above referred documents within 15 days from the date of issue of work order/award letter.
- vii. Have satisfactorily completed similar nature of works (Phase /Part completion of work should not be considered for satisfactory completion of work for the purpose of experience) at least three works of similar nature, each of Rs.17,84,552/- (Rupees Seventeen lakh eighty four thousand five hundred and fifty two Only) or two works, each of Rs. 22,30,690/- (Rupees Twenty two lakh thirty thousand six hundred and ninety Only) or one work of Rs. 35,69,103/-(Rupees thirty Five lakh sixty nine thousand one hundred and three only) in single contract of similar nature of work including manpower supply during the last Five years. Firms showing work experience certificate from Non-Government / Non PSU organizations should submit 'Tax Deduction at Source certificate' in support of their claim for having experience of stipulated value of works.
- viii. Should have Annualized average financial turn-over of Rs. 13, 38,414/- (Rupees Thirteen Lakh thirty eight thousand four hundred and fourteen only) or higher during the last three years ending 31st March, of previous financial year.
- ix. Prospective bidders shall ensure that they have obtained Bureau of Civil Aviation Security clearance.
- x. Indian MSMEs are also eligible to participate in the tender process (MSES) units will be given concessions as per provisions (para-10) of public procurement policy for MSES under 2012. MSES (Micro and Small Enterprises) registered with DIC/NSIC/KVIC/KVIB/ Directorate of Handicraft and Handloom etc.
- xi. A party or an individual falling under the following categories is not eligible
- Having outstanding dues in respect of any contract with Airports Authority of India at any airport under its administrative Control.
 - Debarred/black-listed by Central Vigilance Commission, Central Bureau of Investigation or by Airports Authority of India.
 - Parties facing action under PPE Act, with AAI.
4. Two (02) envelopes shall be submitted through online at CPP-portal by the tenderer as per the following schedule :-



Tender schedule / Critical dates (Table-01)

Publishing date	13/01/2021 from 13:00 Hrs.
Bid Document Download / Sale Start Date	13/01/2021 from 13:00 Hrs.
Clarification Start Date (Intended Bidder has some clarification to be sought from department, he may upload the same in the "Tender Management Head --- Seek Clarification Folder")	13/01/2021 from 13:00 Hrs.
Clarification End Date	20/01/2021 Up to 18:00 Hrs.
Bid Submission Start Date	13/01/2021 from 13:00 Hrs.
Bid Document Download / Sale End Date	25/01/2021 Up to 18:00 Hrs.
Bid Submission End Date	29/01/2021 Up to 18:00 Hrs.
Last Date and Time of Offline submission of original Demand Draft against EMD and Tender Processing Fee (or EMD Exemption Claim Document for MSMEs) & Signed hard Copy of AAI Unconditional Acceptance Letter.	02/02/2021 Up to 18:00 Hrs.
Bid Opening Date (Envelope -I, Technical Bid)	03/02/2021 at 11:00 Hrs.
Bid Opening Date (Envelope -II, Financial Bid)	Will be intimated through CPP portal

5. Bid Submission

Envelope – I: (Technical Bid):-To be submitted only at CPP portal.

- I. Tenderer are required to upload the scanned copy of signed form of tender (Annexure-01).
- II. Tenderer shall submit scanned copy of signed unconditional acceptance letter (Annexure-2) of AAI's tender conditions in its entirety as per enclosed format.
- III. Tenderer shall submit Scanned copy of Tender processing fee and EMD or MSME Registration Certificate for tender Fee & EMD exemptions, if any.
- IV. Tenderer shall also submit the signed and scanned copy of PQ performa (Annexure-08).
- V. Tenderer are required to upload the digitally signed file of scanned documents as mentioned in the eligibility criteria.



- VI. Tenderer are required to upload scanned copy of signed affidavit (Annexure-04 & 06) as per eligibility criteria.
- VII. Tenderer are required to upload the scanned copy of signed undertaking of GST Registration & complying its provision (Annexure-05).
- VIII. Tenderer are advised to follow the instruction provided in the tender document for on line submission of bids. Bid documents may be scanned with 100 dpi with black and white option which help in reducing the size of the scanned documents. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
- IX. Documents submitted in Envelop -1 shall be self-attested.

Envelope – II: The Financial e-Bid shall be submitted through CPP portal.

All rates shall be quoted in the format provided (schedule of quantities, annexure-09), no other format is acceptable. Rate quoted shall be excluding GST, PF, ESI and Bonus.

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

6. Bids Opening Process is as below:-

Envelope – I: Containing Documents for technical bid (uploaded by the contractors/Bidder) will be opened as per date and time mentioned in the TENDER SCHEDULE. The intimation regarding acceptance / rejection of their tender will be intimated to the contractors/ Bidder through CPP portal.

Envelope – II: Depending on the Technical bid evaluation, the Financial Bids of the Contractors / bidders found to be meeting the eligibility criteria shall be opened as per TENDER SCHEDULE (the date & time of opening of Envelop- II will be intimated through CPP portal).



7. Refund of EMD

- (a) Airports Authority of India will return the earnest money where applicable to every Unsuccessful Tenderer. EMD of unsuccessful tenderer shall be refunded by post on the address as provided by bidder in e-portal. EMD of successful bidders will be refunded/ adjusted after submission Security deposit.
- (b) The EMD of tenderers, who withdraw, change or alter or vary the tender during the period of validity, would be forfeited. The EMD of the successful tenderer will also be liable to For feiture if he does not fulfill any of the following conditions:-
- i. Furnishing of Security Deposit (10% of the total value of the contract amount) in favour of AAI within 15 days of the receipt of the letter awarding the contract.
 - ii. Execution of the agreement within 15 days of the receipt of the letter awarding the contract.
 - iii. Undertaking the work within 15 days of the receipt of the letter awarding the contract.
 - iv. Not able to procure Labor license within 15 days receipt of work order
8. The EMD of the successful tenderer will be adjusted after completion of the above mentioned conditions.
9. AAI reserve the right to accept or reject any or all application without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.
10. AAI reserves the right to disallow issue of tender document to working agencies whose performance at ongoing project (s) is below par and unusually poor or has been issued letter of restrain / Temporary / Permanent debar by any department of AAI. AAI reserve the right to verify the credential submitted by the agency at any stage (before or after the award of work). If at any stage, any information/documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then AAI shall dismiss the services of such tenderer.



11. Security deposit will be 10% of the tendered amount, which has to be deposited by tenderer within 15 days of issue of award letter. The same shall be released after the Six months of successful completion of work or final payment whichever is later.
12. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering / taking up of work in AAI. The department reserves the right to verify the particulars furnished by the applicant independently.
13. The successful tenderer must submit copy of the Labour license from Asst. Labour Commissioner within fifteen days from the date of issue of work order / award letter as applicable.
14. The Job of Bird and Animal Hazard control requires bird scaring on the side strips on both sides of runway and also in the entire operational area. The said job has to be executed with the objective of providing effective detection, deterrent and repulsion of birds. The job requires manual scaring of birds using crackers, lathis, Reflecting Film LPG operated Zon Guns and any other technique approved by AAI. The tenderers are advised to inspect, examine and satisfy themselves about the nature of work and make their own assessment of resources (human and materials) required before submitting their tender. AAI if required shall provide guidance for assessment of resources (human and materials) requirement to the tenderer if requested. A tenderer shall be deemed to have full knowledge of the site, whether they inspect or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed / paid. It shall be responsibility of the tenderer to train the deputed manpower for the assigned job if awarded with the work.
15. Canvassing in connection with tenders is strictly Prohibited, tenderers who resort to canvassing will be liable to be rejected from tendering process at any stage.
16. The contract agreement shall be executed on a non-judicial stamp paper of value Rs.100/- (Rupees Hundred only) and the cost of the stamp paper shall be borne by the agency.



17. The party willing to purchase the Tender is required to give declaration on Non-Judicial stamp paper of Rs.100/- duly attested by Notary Public indicating.
- i. The details of their contract at all the airports of AAI, as a whole.
 - ii. Liability of payment of disputed/undisputed dues to AAI.
 - iii. That they are not debarred/black listed by any of the agencies including AAI.
 - iv. That they are not facing action under PPE act with AAI, Udaipur
18. Tenderer shall intimate the names of persons employed or going to be employed by him, who are near relatives* of AAI employees. *The term NEAR RELATIVE means spouse/children/parents/grandparents/brothers/sisters/uncles/aunts/ blood relation/ cousins and their corresponding in-laws.
19. This notice shall form part of the contract document. The successful tenderer or contractor on acceptance of his tender by accepting authority shall within 15 days from the stipulated date of start of work, sign the contract agreement consisting of Notice Inviting of Tenders, General Conditions of the contract and Special Conditions of the contract as issued at the time of invitation of tender and acceptance thereof together with any correspondence thereto.
20. That the Contractor shall get his own License under Contract Labour (Regulation and Abolition) Act, it shall be binding to the Contractor to get the same renewed from time to time and shall maintain all the records as per the act.
21. The contractor shall be responsible for settling any claim / compensation against all damages and accidents caused due to negligence on the part of his employees and keep AAI indemnified from any compensation / liability.
22. That the Contractor shall be responsible to enroll his employees, deduct, add and deposit in the relevant accounts the contributions as required under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act 1952 and any other enactment's covered under the various applicable Labour laws as well as maintain all books of records for



the staff and employees deputed by it for this contract such as required under any laws applicable. The Contractor shall also furnish a copy of such statements as documentary proof to AAI.

23. The Contractor has to issue to the employee's Identity card with their photos and shall also maintain relevant register.
24. That the Contractor shall give leave/holidays to his workforce as per the provisions of Labour laws applicable.
25. That the Contractor would comply with all applicable laws and maintain all such necessary records as necessitated under such enactments'.
26. That the employees employed by the Contractor do not have any right to raise a dispute/claim/demand before/against AAI and if any kind of such litigation arouses then Contractor shall be liable to borne for the expenses and result of such litigation.
27. In case where the contract period is over or the contract is terminated by either party the Contractor shall employ the workmen recruited by it at other place. In case the workmen recruited by the Contractor are not provided work at any other place and are discharged then all the eligible workmen shall be paid retrenchment compensation, gratuity, bonus, earned leave and other benefits payable under the Labour laws. The Contractor accepts the liability arising out of this clause.
28. There would be complete supervision and control of the Contractor over its personnel, if any accident or injury occurs to any of the personnel of the Contractor while performing the duty or otherwise then complete liability regarding the same would be on the Contractor.
29. Damage to the equipment's of AAI due to the negligence of the contractor's workers shall be repaired at the contractors cost and shall be recovered from the dues payable including 23.75% departmental charges. Maharana Pratap Airport, Udaipur.
30. The Contractor shall strictly adhere to all legal and statutory requirements and shall not make any effort to circumvent or avoid any statutory provisions of any applicable law.



31. The tender for works shall remain open for acceptance for a period of 120 Days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
32. Tenders received after due date and time will not be entertained under any circumstances.
33. The acceptance of the tenders will rest with the competent authority which does not bind itself to accept any tender and reserves to itself the right to reject any or all of the tenders without assigning any reason.
34. The contractor should quote the rates very carefully in SCHEDULE OF QUANTITIES considering current rates of minimum wages (as detailed in para 1 above) & all statutory requirements as detailed below. Quoted rates by the firm should include the following cost components (Excluding GST):
 - (a) Total manpower cost based on actual wages to be paid as per labour act by the firm per day per worker (should not be less than minimum wages rates applicable from time to time).
 - (b) One extra payment shall be made for each workers deployed on duty on 03 national holidays and on Labour Day (26th January, 1st May, 15th August & 2nd October).
 - (c) Total Cost of uniform, raincoat, Shoes and Gum Boots for the manpower to be deployed (as point 14 of GCC).
 - (d) Torch, Umbrella and Airport Entry Permit (as point 14 of GCC).
 - (e) Profit and overhead charges.

Date:

s/d
Airport Director
AAI, Udaipur



Scope of work for Wildlife Management including Bird hazard control

1. Wild life & Bird Hazard control Method: The Wild Life Hazard/wildlife Control will be done on daily basis (Two shifts of 8 hours) by use of Crackers, lathi's and Contractor's personnel. Minimum 12 nos. of personnel are required which includes, 02 supervisor cum driver (Semi-skilled) and 10 wild life chasers (unskilled)for bird & animal scaring inside operational area of Maharana Pratap Airport in Two shifts.
2. The Job Contract is meant to protect aircraft from Bird & animal Hit. During the period of contract any bird or animal hit to aircraft on the runway will be treated as contractor's failure and will invite penalty as per para 22 of SCC .The decision of AAI in this regard shall be final and binding to the parties hereto.
3. The job includes chasing away of wildlife (Jackal, birds etc.) from inside the Airport Boundary to outside by bursting crackers and Lathis etc.
4. **Bird Watching and Alerting:** In addition to bird scaring, the job of bird watching and alerting has also to be carried out. The Bird watcher shall keep a watch on the operational area for bird and will also use walkie talkie for altering bird chasers and ATC about bird activity.
5. **Removal and Disposal of Dead Birds& Animals:** Removal and disposal of dead birds& Animals from inside operational area shall be carried out immediately by the bird chasers and as per exigency of work.
6. **Provision of Reflecting Films:** The contractor shall fix and change reflecting films provided by AAI once every thirty days on structures provided on the side strips of runway. Failure to comply with will attract penalty.
7. **Use of Zon Guns:** Zon bird scare guns are provided by AAI for bird scaring, Bird chasers shall operate all Zon guns available in operational area. No. of Zon guns shall be decided by AAI.



8. The Bird Chaser/Scare's shall ensure that the birds and wildlife (jackals, etc.) in the operational area are kept away from the runway and approach path. The area for this purpose will be the entire length of runway, extended runway centre-line and its either sides within the boundary wall of operational area.
9. The Job of Wildlife Hazard Control requires bird & animals scaring on the side strips of Runway on both sides, the said job has to be executed with the objective of providing effective detection, deterrent and repulsion of birds & animals. The tenderers are advised to inspect, examine and satisfy themselves about the nature of work and make their own assessment of resources (human and materials) required before submitting their tender.



GENERAL CONDITIONS OF CONTRACT

1. The work in general shall be carried out to the satisfaction of AAI.
2.
 - 2.1 As the site of the work is in the restricted area, the contractor is required to obtain Photo Identity Card (PIC) for his staff, to be issued by the Bureau of Civil Aviation Security (BCAS), through AAI. Police verification certificates are to be obtained for all the staff to be deployed by him under this contract. Any other formalities as applicable / enforced from time to time shall be complied with at no extra cost. No claim what so ever on this shall be allowed Incidental expenses incurred towards PIC shall be borne by the contractor.
 - 2.2 The Contractor shall be responsible for making necessary arrangement with the car parking contractor at the airport for parking of personal vehicles of the supervisor cum driver and bird chaser. Parking charges in such cases shall be borne by the contractor.
3. The work shall be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of the work which the work is to be executed and nothing extra shall be paid on this account.
4. The Contractor shall comply with proper and legal orders and directions of the local or public authority or Municipality and abide by their rules and regulations and pay all fees and charges, which may be liable.
5. Payment will be made in Indian currency only for the executed work.
6. The Contractor shall execute his work in such a manner that no damage is made to the existing structure.
7. The Contractor shall be responsible for the watch and ward of the material provided by him against pilferage and breakage during the period of the Contract and thereafter till the work is physically handed over to the department, if any



normal wear and tear is noticed the same shall be repaired at the cost of Contractor, and the amounts quantified by AAI towards the same shall be final and binding.

8. The work is required to be executed in the Airport, which is very important area where both speed and quality of execution are to be maintained by the Contractor.
9. The Contractor shall at their own cost and expenses furnish and provide for rendering services covered by this agreement to the entire satisfaction of Officer-in-Charge. The work shall be carried out on all days including Sundays and Holidays.
10. Airports Authority of India shall not be responsible for any loss of man / material used by the contractor at site.
11. If at any time the work of conduct of any worker is found unsatisfactory by AAI, such persons shall be removed by the Contractor immediately with suitable substitute.
12. The Contractor shall attend to any complaints received in connection with the services immediately. Any failure will attract penalty.
13. The work force deployed for this job contract shall be regular employee of the contractor. The contractor shall be responsible for the recruitment, retainment and retrenchment of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of the personnel.
14. The Contractor shall provide the uniform as per the details given below

i)	Shirt, Pant, Socks (Uniform Color to be finalized in co-ordination with AAI)	2 Pair per person
ii)	Shoes	1 Pair per person
iii)	High Visibility Jackets (Orange Color)	1 per person
iv)	Rain Coat (Trouser + Jacket)	1 per person



v)	Torch (3 Cells)	6 nos.
vi)	Gumboot	1 Pair per person
vii)	Umbrella	1 per person

Non availability of any of the above (uniform and other accessories) during operational hours will attract penalty.

15. The contractor shall provide uniforms (including shoes) with high visibility jackets of orange colour for each of his work force with 'BIRD CHASER' written at the back in black colour, the colour and scheme pattern approved by the authority. The Contractor shall ensure that the work force deployed by him wears such uniform while on duty. The uniform shall be clean and ironed. Any failure on this account shall attract penalty.
16. The In-Charge or an officer nominated by Airports Authority of India shall be authorized to discuss with the Supervisor of the Contractor/Contractor at the premises of Airports Authority of India for any failure of service or any ancillary issue relating to this work. Similarly, the authorized supervisor of the Contractor when required shall be required to submit details of the work executed and other matters concerning the above work to the Incharge or to the officer nominated by Airport Authority of India.
17. The Contractor has to ensure that the services are not disturbed either due to absenteeism or due to willful act of his staff. Maximum care and precautions shall be taken to avoid any system break down. In case work force deployed by the contractor resort to any kind of industrial action, the contractor shall arrange to deploy alternate work force of sufficient strength and competence to maintain the normal operations.
18. That except the amount of contract mentioned, the Contractor shall not be entitled to any other consideration or remuneration or allowances or benefits in cash or in kind for the services provided by the Contractor.
19. If any portion of the works has been given on a piece-work basis and the cost of such work has increased because of the increase of the same, AAI shall discuss the same with the contractor and re fix service charges for the same. The decision of AAI in this regard shall be final and binding to the parties hereto.



20. AAI will have the right to recover the damages/losses at its discretion, terminate the contract in part or full and get it executed through some other agency, at contractor's risks and costs, in the event of non-performance, non-fulfillment of contractual terms or breach of contract, namely but not limited to :
- i) If the contractor fails or neglects to execute the work and/or,
 - ii) If the progress of the work is not satisfactory and/or,
 - iii) Non-fulfillment of any of the terms and conditions of the contract.
21. If the contractor does not deploy adequate manpower for the services stipulated under the contract, AAI will have the right to employ people from any alternate source and recover the extra cost incurred from any of contractor's bill/s or Security Deposit. AAI reserves the right to terminate the contract without assigning any reasons or without payment of compensation. The decision of AAI in this regard, shall be final and binding to the contractor.
22. The contractor is not appointed as an exclusive party for this job and AAI reserves the right to appoint one or more agencies.
23. The Contractor, his employees and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said airport/aerodrome/landing ground subject to such rules and regulations as may be imposed by the Authorities of the airport/aerodrome/landing grounds.
24. The Contractor performing the covenants herein contained and on his part to be performed, shall and may peaceably possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said terms, without any lawful interruption from or by the Authority or any person claiming under the Authority.
25. If the Contractor or Authority shall desire to terminate this agreement, he shall give one calendar month's (30 days) notice in writing of such desire and shall up to the time of such termination, pay the amounts due and perform and



observe the covenants on his part herein before contained, then immediately on the expiration of such notice, this contract shall cease but without prejudice to the rights and remedies to which the Authority or the Party has become entitled in respect of any antecedent claim or breach of the covenant.

26. Any notice required to be served on the Contractor under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority.
27. The period of notice given under this agreement will count from the date of receipt of notice by either side.
28. Subject as hereinbefore otherwise provided all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority may be given or taken on behalf of the Authority by the Airport Director or any other officer for the time being authorized by or entrusted with functions, duties and powers of the Airport Director in respect of Airport under his charge.
29. The Contractor shall not, unless with the written consent of the Authority, create a sub-contract of any description with regard to this license or any part thereof, nor shall he, witness such written consent as aforesaid or transfer this contract or any part thereof.
30. The Contractor shall comply with the requirements of all standard Health Clauses including those given below :-
- (i) The Contractor shall notify to Airport Director whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Director may direct for medical examination of such person or any person who is suspected to have been in contact with the person by any authorized Medical Attendant of the airport and take any precautionary and preventive measures considered necessary. The expense towards medical examination has to be borne by the contractor.



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- (ii) The Contractor, his agents and employees shall not abuse the water sources and drainage facilities provided in the airport area so as to create nuisance or in sanitary situation, prejudicial to the public health.
- (iii) The Contractor, his agents and employees shall not throw any waste like plastic bottles, gutka covers or any other eatables in the airport premises.
31. The Contractor shall employ only such employees as shall have good character and be well behaved and skillful in their business. He shall furnish the Authority in writing with the names, photographs (3 copies), parentage, age, residence and specimen signature or thumb impression of all employees who he proposes to employ. The employees employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry and exit from the premises. He shall also have the character of all persons employed by him verified by the Police to the satisfaction of the Authority before employment.
32. The Contractor will during the continuance of this contract insure against any claims for workman's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such Insurance company as the Authority shall approve of and shall produce for inspection on demand by Authority all policies in respect thereof and the receipts from time to time for current premium. He shall pay employees at least minimum wages etc., as prescribed by Central/State Government from time to time.
33. In the case of such breach of terms of this contract as minor offences and complaints coming to its notice for which in the opinion of the Authority this agreement may not be terminated, the Authority may at its discretion recover compensation from the Contractor up to the limit of security deposit of the contract. The decision of the Authority in this respect will be final and binding on the Contractor.
34. The Contractor shall at all times indemnify AAI against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any



workman or other persons in or about the works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of AAI, his agents or employees, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum and sums which man with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.

35. The contractor shall be responsible for all matters arising out of the performance of the contract and shall comply and adhere to, at their expense with all laws/act/ enactment / orders / regulations / statutory obligations, whatsoever of the Government of India / State Government / Local Self Government, any statutory or non-statutory authority. The contractor shall indemnify and keep indemnified and save AAI harmless against all liabilities in this respect. The contractor shall be fully responsible for the work, conduct, supervision and control of all their own personnel and AAI shall in no way be held liable and responsible for supervision, control, etc. of these personnel. Since the contractor shall have full and exclusive supervision and control over contract awarded to them and the persons engaged for the purpose under this contract, the contractor shall be responsible and liable under the provisions of civil and criminal laws etc for their work, behavior and Industrial Relation problems and AAI shall have no responsibility whatsoever on this account.
36. In the event of any breach of the terms and conditions and duties to be performed by the Contractor, the Authority may without prejudice to other rights and remedies be entitled to forfeit the security or any part thereof and in such an event he shall pay such additional sum immediately as may be called by the Authority to pay so that the Security Deposit shall at all times during the continuance of this contract, be the above said sum. On the expiration or earlier determination of the term of the contract, the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid to him without interest.



37. If the Contractor shall at any time fail or neglect to perform and observe any of the terms and conditions and covenants herein contained and on his part to be observed and performed or in the event of his being adjudged insolvent or any order appointing a Receiver is made under the Insolvency Act against him, then and in any such case, the Authority may without prejudice to other rights and remedies by giving fifteen days' notice in writing to the contractor terminate this agreement and the contractor shall upon such determination peacefully give up the contract and make over vacant possession of any premises made over to him for carrying on his business/service without any right to compensation whatsoever and thereupon this agreement shall absolutely determine without prejudice to any right of action or remedy of the Authority in respect of any antecedent breach of terms, conditions and covenants by him.
38. This contract may be terminated by the Authority by giving one calendar month's (30 days) notice in writing given at any time without assigning any reason. If this agreement is so terminated all the structures, installations, equipment and all other things whatsoever brought by the contractor shall be removed by the contractor and the premises shall be delivered up to the Authority without claiming any compensation whatsoever provided that the Authority shall have the absolute option of purchasing the said structures or installations on the said space or any part of them at a valuation to be agreed between the Authority and the licensee and in case of disagreement to be fixed by arbitration as provided in this agreement.
39. If the Contractor is an individual or a proprietary concern and the individual or proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without AAI being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract The decision of the Accepting Authority that the legal representatives of the deceased Contractor or the



surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation AAI shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

40. The contract hereby granted shall not be construed in any way as giving or creating any other right or interest in the said space building(s)/land/garden/tank/premises to or in favour of the contractor but shall be construed to be only as a contract on terms and conditions herein contained.
41. All disputes and differences arising out of or in any way touching or concerning this agreement [except those decision whereof is otherwise herein before expressly provided for or to which the “Chapter-VA of the Airports Authority of India, Act 1994 (as amended in 2003)” and the rules framed there under which are now enforced or which may hereafter come into force are applicable, shall be referred to the sole arbitration of a person to be appointed by the Chairman of the Authority or in case the designation of Chairman is changed or his office is abolished, by the person for the time being entrusted whether or not in addition to other functions of the Chairman, Airports Authority of India by whatever designation such person may be called and if the Arbitrator so appointed is unable or unwilling to act, to the sole arbitration of some other person to be similarly appointed and willing to act as such arbitrator. There will be no objection to any such appointments that the Arbitrator so appointed is a servant of the Authority that he had to deal with the matters to which this agreement relates and that in the course of his duties as such servant of the Authority he had expressed views on all or any of the matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding on the parties. The arbitrator may with the consent of the parties enlarge from time to time, the time for making and publishing the award.
42. The tenderer shall acquaint him with the proposed site of work, its approach roads, working space available before quoting his rates.



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43. That the employees employed by the Contractor do not have any right to raise a dispute/claim/demand before/against the AAI and if any kind of such litigation arises then Contractor shall be liable to borne for the expenses and result of such litigation.
44. In case where the contract period is over or the contract is terminated by either party the Contractor shall employ the personnel deployed by it at other place. In case the workmen recruited by the Contractor are not provided work at any other place and are discharged then all the eligible workmen shall be paid retrenchment compensation, gratuity, bonus, earned leave and other benefits payable under the Labour laws.
45. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants and to the public in general and to prevent any damage to such properties. He shall make good, at his cost and to the satisfaction of the Officer – In- Charge, any damage to AAI property or public or private property whatsoever caused thereon by the contractor.
46. No inflammable materials shall generally be allowed to be stored at site. However reasonable quantity may be permitted for storage subject to the compliance of all rules & instructions issued by the competent authorities and as per the direction of Officer-in-Charge. Contractor shall take suitable measures for safety and fire hazard prevention at storage site.
47. In the event of any restrictions being imposed by the Security Agency, AAI or any other authority having jurisdiction in the area on the working or movement of labor / material, the Contractor shall follow such restrictions and nothing extra shall be payable to the contractor on this account. The loss of time on this account, if any, shall have to make up by generating additional resources etc.
48. No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever, during the execution of the work. The



contractor shall be fully responsible for any damage to the Government property and in case of any damage he shall make good the same at his own cost.

49. Royalty, if any, at the prevalent rates shall be paid by the contractor on all materials and machineries collected by him for the execution of the work direct to the revenue authority of the state government concerned and nothing extra shall be payable to him on this account.

50. PAYMENTS: Monthly running payments will be made in the following month after deducting any taxes, recoveries, penalties, etc which the contractor might have rendered himself liable. The contractor has to submit his bill every month for the completed period of one month with all supporting documents as required. Before 7th of each successive month and after verification his bill shall be cleared by the AAI, the said rates shall be revised based on exigencies of work and mutual understanding between the parties hereto. All payments shall be made by A/c payee cheque /RTGS Only.

Minimum rates of wages [Minimum Wages base is taken for the effective period [01.10.2020-31.03.2021.] As notified by Ministry of Labour and Employment, from time to time and difference of wages, if any [+] or [-] will be paid on production of proof of payment. Additional payment will also be made for extra hours of duty beyond normal duty of 8 hours, on pro-rata basis.



SPECIAL CONDITIONS OF CONTRACT

Scope of work includes Wildlife Management including Bird hazard control inside the operational area of Maharana Pratap Airport, Udaipur.

- a) By deploying Bird Chasers
- b) By bursting of crackers provided by AAI.
- c) By Operation of 4 numbers Zon Guns, use Lathis and use of Vehicle.
- d) To remove dead/injured bird/animals, cracker residual, plastic item such as bottles wrappers from the runway and the surrounding area within the operational area.
- e) Refilling of empty LPG Cylinders used for Zon Gun will be carried out by AAI.
- f) And as mentioned in Scope of work section of tender document.

1. Bird and Animal Hazard control Method: The Bird and Animal Hazard Control will be done from 0600 IST to 2200 IST (in 2 shift) daily or till closure of ATC watch whichever is later by use of Crackers, LPG operated zon gun, lathis etc. 4 numbers of zon guns shall be operated during bird activity and flight movement, and Contractor's personnel for bird and animal scaring inside operational area of Airport.
2. This Job Contract is meant to protect aircraft from Bird and Animal Hit. During the period of contract any bird and Animal hit to aero-plane on the runway will be treated as contractors failure and will invite penalty as per Para 17. The decision of AAI in this regard shall be final and binding to the parties hereto.
3. This is a comprehensive job contract for Bird and Animal Hazard Control. The contractor shall provide 2[Two] nos. Supervisors cum Drivers and 10 [Ten] no's bird chasers daily to manage driving of operational jeep and scaring the birds and other associated works. Contractor shall ensure that zon guns, Crackers, bombs, cartridges etc provided by AAI are to be used to scare birds whenever bird activity is observed within & around airport during the flight movement at airport and when flights are within vicinity of airport.



4. Training: 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 are adequately trained and a record to that effect be submitted by the contractor for verification of AAI before deployment of personnel. The contractor shall ensure that his Bird Hazard Control personnel use the Lathis, Crackers for bird/animal scaring. They should be trained to use the crackers safely in order to avoid grass fire as any damage to the government property caused due to such instance will be recovered from the contractor. The contractor shall submit a certificate to this effect prior to commencement of work.
5. Bird and Animal Scarers: Bird and animal scaring will be done by trained and licensed bird scarer as per specific instruction from ATC.
6. Drivers: The drivers supplied by the contractor must have LMV Driving license and shall pass statutory driving test and airside driving training conducted by AAI prior to deployment. The Driver shall drive the operational vehicle provided by AAI normally inside operational area for Bird Hazard Control. Any damage to vehicle due to negligence of the driver shall be the responsibility of the contractor. The contractor shall be responsible to set the damage repaired at its own costs, the decision of AAI towards damages and subsequent repair shall be final and binding to the contractor.
7. Removal and Disposal of Dead Birds and Animals: Removal and disposal of dead birds and animals from inside operational area shall be carried out immediately by the bird chasers and as per exigency of work. Similarly removing and proper disposal of crackers residual, plastic item such as bottles, wrappers etc. from the runway and the surrounding area within the operational area of the airport will be responsibility of bird chasers. Dead bird/ animal shall be disposed-off outside the operational area at a scheduled place. Other removed items will be properly disposed-off in the disposal bin.
8. Bird and Animals Watching and Alerting: In addition to bird and animals scaring, the job of bird watching and alerting has also to be carried out. The Bird and animals watcher shall keep a watch on the operational area for bird and Animals.



The location of Bird and animals watcher will be decided based on mutual agreement between parties hereto.

9. The job contract for controlling bird and animal hazard inside the operational area at Airport, require working in a sensitive and high security zone. Hence the successful tenderer has to follow the security requirements in day to day working.
10. This job includes chasing away of jackals, animals etc. in and outside the Airport Boundary and chase / drive away birds in the vicinity of Runway and Side Strips by bursting crackers and Lathis etc., as and when required as per exigency of work.
11. The Bird and Animals Chaser will ensure that the birds (kites & vultures) and stray animals (jackals, etc) in the operational area are kept away from the runway and approach path inside the operational area if they pose danger to the aircraft operations. The area for this purpose will be the entire length of runway, extended runway center-line and its either sides within the boundary wall of operational area.
12. Residuals of the burnt Crackers will be removed and operational area will be kept clean.
13. Caution shall be exercised while using the crackers to avoid the adverse effect on aircraft and grass fire.
14. An action plan for effective Bird and Animals Hazard Control will be developed and submitted to this office.
15. A documented procedure for stock management, accounting, issue and distribution of Crackers provided by AAI to bird chasers on daily basis will be developed as per BCAS guidelines to avoid any misuse of Crackers and Bird/Animals Hazard Control device etc. and shall be made available to this office for record.



16. Contractor shall operate all zongis used in the operational area. LPG cylinders will be provided by AAI. The maintenance cost of said zongis shall be borne by AAI.

17. Provision of Reflecting Films: The contractor shall fix and change reflecting films provided by AAI once every thirty days on structures provided on the side strips of runway. Failure to comply with will attract penalty.

18. COMMERCIAL SPECIFICATIONS:

I. Agency shall be paid monthly basis. The contractor is required to submit his bill on or before 7th of each successive month and after verification his bill shall be cleared by the AAI authorities. The Payment will be made to the contractor on receipt of the following documents in each month.

- (i) Wage Muster Copy.
- (ii) EPF / ESIC / Professional Tax Challans copies along with details of PF / ESIC / Professional Tax contribution of each worker and employer along with undertaking that working employee and firm contribution is inclusive in the challans submitted.
- (iii) Bank Statement
- (iv) And / or any related document required by Officer In charge

II. Revision of Minimum Wages:-

Current rates of minimum wages are given below: (as on 01/10/2020)

Semi-Skilled: Rs. 500.00

Un-Skilled: Rs. 427.00

(The Labour wages are revised twice in a year by the Office of Regional Labour Commissioner (Central). The difference in minimum wages based on the actual payment made to the labours will be paid to the contractor on revision of minimum wages by the Office of Regional Labour Commissioner (Central). The contractor has to submit the proof for payment of wages to the labours for reimbursement of difference of wages. No overhead & profit shall be given to the contractor on this).

The reimbursement for the employer contribution of the PF, Bonus, ESIC& GST shall be made to the agency on receipt of documentary evidence i.e. challan with



detailed statement of each manpower after actual realization of the employer contributions to PF & ESIC authorities.

The employer contribution of the same need to be deposited as detailed below:

- a) P.F. Contribution for total manpower @ 13% (or prevailing rates) on actual wage payment for each worker.
- b) E.S.I.C. for total manpower @ 3.25% on actual wage payment for each worker.
- c) The contractor is required to pay bonus @ 8.33% of wage payment to their workman employed which shall be reimbursed to the agency on receipt of documentary evidence after due verification by AAI representative.

III. The contractor should follow all the rules and regulations as per minimum wages Act – 1948 and deduction of Provident Fund Authorities as per EPF & MP Act – 1952 and Contract Labour (Regulation and Abolition) Act, 1970. After award of the work, the contractor shall execute and submit an affidavit in the format mentioned in Annexure-06 on a Non-Judicial Stamp Paper of Rs. 100/- endorsed by notary, towards the same within 10 days of commencement of work.

IV. The contractor shall be responsible for the following points during period of contract:-

- a) All the payment (i.e. Wages, OT, Bonus, N/H and Labour Day etc.) is to be made to the workers by A/c payee Cheque/RTGS/NEFT only.
- b) The contractor has to maintain the wage & OT register for his employees. The same has to be produced for verification of the principal employer (AAI) as and when required.
- c) The bill produced by contractor shall clearly indicate GST component separately with GST number. Reimbursement of GST payment shall be made on submission of receipt.

V. The contractor shall be responsible for the following points during period of contract

- a) The contractor will be bound by the Labour laws, industrial rules and the contract Labour (Regulation and Abolition) Act 1970 with up to date amendments.



- b) The minimum rates of the wages of the staffs shall be payable as per the minimum wage Act 1948 and as per the notification of the Regional Labour Commissioner (Central) time to time.
- c) Maintaining of all the records of workers deployed for the works as per contract Labour (Regulation) and Abolition Act 1970.

19. Four (04) no. of walkie Talkie shall be provided by AAI for use for bird chasers. Contractor shall return all four (04) walkie talkie on completion of contract period in good and working condition.

20. The contractor will ensure that the Supervisor cum Driver and bird chasers are paid the wages in accordance with prevailing rates, as announced by Ministry of Labour and Employment, O/o Chief Labour Commissioner (c), New Delhi Contractor will also ensure that all the personnel working in the Contract are paid additional payment for 3 nos National Holidays i.e. 15th Aug., 26th Jan and 2nd Oct and also International Labor Day- 01st May as per the prevailing rates

Note: cost of National Holidays / International Labour Day has been considered in tender amount and no other payments will be made towards reimbursement of such payment

21. The Supervisor cum Driver and Bird Chasers will be paid extra wages on pro rata basis for any extra duty performed beyond normal duty of 8 Hrs.

22. The following penalties will be imposed on the Contractor for the breach of any of the following conditions of the contract.

S.No.	Type of Work / Quantity	Penalty Amount
1.	Not in Uniform including High Visibility jacket.	Rs. 100/- per person per day
2.	Non provision of sticks (lathi's) for animal / bird chasing	Rs. 100/- per person per day
3.	Not changing the Reflecting films, within seven days of written request.	Rs. 100/- Per structure per day
4.	Penalty for failure to control Bird Hazard (In case of confirmed bird hit)	Rs. 10000/- per incident



5.	Penalty for failure to control Animal Hazard (In case of wildlife hit)	Rs. 20000/- per incident
6.	In case of non-operational of zone gun, not reported to ATC	Rs. 100/- per day per zon gun
7.	Damage of walkie talkie	Rs. 1000/- per set
8.	Loss of walkie talkie	Rs. 5000/- or actual cost whichever is higher
9.	Non availability of manpower on position after reporting on Duty	Rs 100/- per person per day
10.	Non deployment of minimum man power	Rs. 500/- per person per day
11.	Nonuse of crackers during bird activity	Rs. 200/- per incident



Dispute Resolution Mechanism, Arbitration and Laws

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

- i. If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the Engineer; the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee(DRC) appointed by Regional Executive Director.
- ii. DRC thus constituted may act as ‘conciliator’ and will be guided by principles of ‘conciliation’ as included in part III of Arbitration & Conciliation Act 1996. DRC should take into consideration, rights and obligations of parties, usage to trade concerned and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party.
- iii. DRC will give its report within 45 days of its constitution.

It is also a term of contract that fees and other expense if payable to DRC shall be paid equally by both the parties i.e. AAI and Contractor.

Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the work with all due diligence.



It is also a term of contract that If the contractor does not make any demand for Dispute Resolution Committee in respect of any claim in writing within 90 (Ninety) days of receiving the intimation from the AAI that the bill is ready for payment, the claim of contractor(s) will be deemed to have been waved and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.

Adjudication through Arbitration:- Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Competent Authority, AAI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is also a term of contract that If the contractor does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One hundred Twenty) days of receiving the decision / award from Dispute Resolution Committee, the claim of contractors(s) will be deemed to have been waved and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.

It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such disputes along with the notice for appointment of arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee.

It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.



It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, If required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Laws governing the Contract: This contract shall be governed by the Indian Laws for the time being in force. In case of any dispute Udaipur, State Rajasthan, would be the legal jurisdiction and will be considered as the place, where the cause of action shall be deemed to have arisen.



FORM OF TENDER
AIRPORTS AUTHORITY OF INDIA (AAI)
(To be submitted in envelop-1)

Wildlife Management including Bird hazard control by using Crackers and zone gun at M.P.Airport, Udaipur for 02 Years

1. Name & Address of Tenderer (IN BLOCK LETTERS)

2. This tender is for the award of Job Contract for providing Wildlife Management including Bird hazard control by using Crackers and zone gun at M.P.Airport, Udaipur for 02 Years from the date of commencement.

3. It is made on the understanding that I / we shall carry out Wild Life hazard Control inside operational area of Maharana Pratap Airport, Udaipur:

- a) By bursting of crackers, use of lathis and operation of Zon guns etc.
- b) By scaring birds in operational area,
- c) Provision of reflecting films on the side strips of runway and changing it every 30 days or as and when instructed by Officer InCharge.
- d) By deploying minimum 12 person (02 semi-skilled and 10 unskilled) in two (02) shift every day. Distribution of manpower in shift will be decided by competent authority of AAI.

4. My / Our concern, which functions under the name and style of _____, is a Limited / Pvt. Limited / partnership firm / Co-operative society / Hindu Undivided Family / Sole proprietary concern and holds a license as a Contractor under the Contract Labour Act.

- i. (a) License No. :
- (b) Date of Issue :



- (c) Validity :
- (d) Total No. of workmen :
- ii. Application for registering as a contractor will be made under the Contract Labour (Abolition & Regulation) Act 1970 as and when required.
5. I/We quote the following charges payable to me/us by the Airports Authority of India in consideration of the above job contract.

SCHEDULE OF QUANTITY

<u>Sr. No.</u>	<u>Description (A)</u>	<u>Quantity (B)</u>	<u>Unit (C)</u>	<u>Rate Per Unit (D)</u>	<u>Total Amount (B X D)</u>
1.	Job Contract for providing Wildlife Management including Bird hazard control by using Crackers and zone gun at M.P.Airport, Udaipur for 02 Years {02 Supervisor cum Driver Semiskilled + 10 Birdchaser Unskilled} daily.	24	Months		
Total Amount (In words)					

Note: The bidders shall quote prices for the contract period excluding GST, PF, ESIC & Bonus. AAI shall reimburse the GST, PF, ESIC, Bonus expenses and the difference of Minimum Wages as applicable and as notified by the Central Government from time to time against the production of Monthly challan/Proof towards the payment made to Government authorities/workers.

6. I/We agree that EMD paid by me/us may be forfeited by Airports Authority of India in the event of failure of any conditions stipulated in the Notice Inviting Tenders.



7. Details of contract, if any, held at any airport, in own name or in the name of spouse, children, parents, grand children, brothers, sisters or any other near relatives:

(a) Nature of License(s)/contract(s) _____
held

(b) Place of License _____

(c) Period of License(s)/Contract(s) _____

(d) Clearance Certificate from the _____
Station-in-charge in respect of 'NO
DUES' to be attached

(e) Name and address of the _____
Spouse/Legal heirs of the
Tenderer.

8. In the event of the contract being awarded to me/us, we also undertake to execute the agreement as prescribed by Authority and abide by the Terms and Conditions of the Agreement.

9. The complete tender document consisting of NIT, General conditions, Special conditions, Tender form and work order shall constitute as the part of agreement

10. This offer is valid upto_____.

TENDERER'S SIGNATURE

WITNESS NO.1_____ (SIGNATURE & NAME)

WITNESS NO.2_____ (SIGNATURE & NAME)



FULL NAME & ADDRESS OF TENDERERS _____

_____ MOBILE NO. _____ TELEPHONE
NO. _____ RESIDENTIAL
ADDRESS _____

Date:

Place:



UNCONDITIONAL ACCEPTANCE LETTER

(To be submitted in Cover No. 1)

To,
The Airport Director,
Airports Authority of India,
Maharana Pratap Airport,
Udaipur, Rajasthan 313022.

Sir,

Acceptance of AAI Tender Conditions

1. The tender document for the work of “**Job Contract for providing Wildlife Management including Bird hazard control by using Crackers and zone gun at M.P.Airport, Udaipur for 02 Years**” have been sold to me/us by Airports Authority of India and I/We have downloaded from the e-portal. I/We hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us from the e-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(s) the tender conditions of AAI’s tender documents in its entirety for the above work.
3. The contents of the NIT of tender document have been noted wherein it is clarified that after unconditionally accepting the tender conditions and its entirety, It is not permissible to put any remarks/condition (except unconditional rebate on quoted rates if any) in the tender, enclosed in “Envelope No.-II and the same have been followed in the present case. In case, this provisions of the tender if found violated after opening “Envelope no.-II, I/We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the 2% amount of earnest money deposited.



4. That, I / We declare that I / We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe / gratification, I will immediately report it to the Appropriate Authority in AAI'.

5. The required earnest money (EMD) for this work amounting to Rs._____has been paid by hand/post.

Name & Address of tenderer

Yours faithfully

Date:

Place:

(Signature of the tenderer)

With rubber-stamp.



Agreement for Job Contract for providing Wildlife Management including
Bird hazard control by using Crackers and zone gun at M.P.Airport,
Udaipur for 02 Years

ARTICLES of agreement made at _____ Airport this _____ day of _____ 20 __ BETWEEN Airports Authority of India a body corporate constituted by the Central Government under the Airports Authority of India Act (55 of 1994) and having its offices at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi – 110 003 and at Maharana Pratap Airport, Udaipur hereinafter referred to as the 'Authority' which term shall include its Chairman, Director or Controller of Aerodrome/Communications and other Officers, Successors and assigns of the one part AND _____ S/o. _____ carrying on business in the name and style of _____ having its Principal Office at _____ of the other part hereinafter referred to as 'Contractor' which shall include his heirs and representatives.

NOW WHEREAS the Authority is desirous of award of contract for Wildlife Management including Bird hazard control at Maharana Pratap Airport, Udaipur in the vicinity and side strips of runway of _____ Airport. AND WHEREAS Contractor and the Authority hereby mutually agree to the following terms and conditions of this agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER:

1. The Contractor hereby agrees to render to the Authority the said services as specified in the Form of Tender, Agreement and its Annexures and same shall form part and parcel to this present agreement.
2. This agreement shall be deemed to commence from _____ and shall continue to be in force until _____ or earlier as determined by the Authority by giving to the Contractor one calendar Month's written notice of its intention to terminate the same without assigning any reasons.



3. In consideration of the contractor performing the said services, the Authority shall pay the contractor a total sum of Rs._____ (Rupees_____ only) per month before the 7th of every month on submission of the bill by the contractor. The contractor shall not be entitled nor be reimbursed any amounts then as agreed in the said clauses except on mutual written understanding as per exigencies of work.
4. The Authority shall allow the Contractor, his agents, representatives to enter into the said premises for the purpose of rendering the said services for the authority. The Contractor hereby agrees and undertakes to make good any loss or damage caused to the premises and property by his agents, representatives or employees while rendering the said services.
5. At the time of commencement of work, the contractor shall pay 10% of the contract amount in the form of FDR /Demand Draft/Bank Guarantee from Nationalized Bank in favour of AAI, which will be retained by the Authority as Security Deposit for the due and faithful fulfillment of the contract. The Security Deposit will be refunded 6 months after the satisfactory completion of the contract period. No interest shall be payable by the Authority on the amount of Security Deposit so held. The Authority reserves the right to forfeit fully or partly Security Deposit in the event of failure on the part of the contractor to execute the contract or observation of all or any of the terms and conditions. The decision of AAI in this regard shall be final and binding.
6. The contractor agrees to undertake the additional jobs other than those specified in the said schedule on the Authority paying such additional charges as may be mutually agreed to between the parties.
7. The contractor shall pay no less than minimum wages to its employees as increased by the state/central govt. from time to time. Payment of wages to the contractor's employees shall be made in the presence of authorized representative of AAI before 7th of every month.
8. The contractor has to produce PF & ESIC certificate every month along with bill to the effect that PF & ESIC has been deposited with appropriate authority in



respect of personnel engaged by him. All the payment (i. e. wages, Over Time, N/H and Labour Day etc.) is to be made by A/c payee cheque/RTGS Only.

- 9. The Proof of bonus paid to employees shall be submitted to the Authority.
- 10. The bill produce by the contractor shall clearly indicate GST component separately with GST registration number, if applicable.
- 11. The contractor has gone through the general conditions and Special conditions of contract, forming part to this agreement and the same are accepted by the contractor in totality for the execution of the contract awarded to the contractor.
- 12. The decision of the Authority with regard to any dispute arising out of this contract shall be final.
- 13. This contract or benefits and obligations arising out of this contract shall be strictly personal to the contractor and shall not on any account be assignable or transferable except with the consent in writing of the Airports Authority of India.
- 14. **The complete tender document consisting of NIT, General conditions, Special conditions, Tender form and work order shall be constituting as the part of this agreement.**

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HAND THIS THE _____ DATE _____

SIGNED AND DELIVERED BY THE _____

IN THE PRESENCE OF 1. _____
2. _____

AIRPORTS AUTHORITY OF INDIA



MAHARANA PRATAP AIRPORT

SIGNED AND DELIVERED BY _____

IN THE PRESENCE OF 1. _____

2. _____



AFFIDAVIT

(To be executed in Rs. 100/- Non Judicial Stamp Paper)

(To be submitted in envelop-1)

DECLARATION

I / we _____ the director(s) / partner(s) / proprietor(s) of M/s. _____ hereby declare that, neither this firm have any outstanding dues payable to AAI nor any director(s)/ partner(s)/ proprietor(s) of the said firm have establish business with AAI in any other company name which has outstanding dues payable to the Airports Authority of India.

Date:

Place:

(Signature of the Contractor)



Undertaking for GST Registration & complying its provisions

(To be submitted by bidders in Envelope-I on their letter head)

I/We _____ (Name of company/Firm) hereby undertakes that we are registered under GST with registration no _____ and complying the GST provision. I/We hereby undertake that all the Input Tax Credit (ITC) related to the Invoices raised by us for the work “Job Contract for providing Wildlife Management including Bird hazard control by using Crackers and zone gun at M.P.Airport, Udaipur for 02 Years will be passed on to AAI. In case of non-compliance of GST provisions and blockage of any input credit, I/we shall be held responsible for indemnifying AAI and suitable action may be taken against our company / firm as deemed fit by AAI.

Date:

Place:

Name & Signature of contractor/Firm
(With official rubber stamp)

Note: This proforma is to be filled up by the bidders and shall be uploaded as a digitally signed scanned documents for e-tender.



AFFIDAVIT

(To be executed in Rs. 100/- Non Judicial Stamp Paper duly Notarized after award of the work)

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 and Contract Labour (Regulation and Abolition) Act, 1970.

Date:
Place:

(Signature of the Contractor)
With rubber-stamp.

(Notary)



To be submitted by L-1 bidder before award of work on his letter head

UNDERTAKING

I/we, (Name of the company / firm) hereby undertake that in case the Registration Certificate no. _____ dtd. _____ issued by (Name of Department) & experience certificate no. _____ dtd. _____ issued by (Name of Department) submitted by me/us, is found to be Forged/false at any stage, I/we may be debarred from AAI for taking participation in all future AAI works & any other suitable action may be taken against our company/firm as deemed fit by AAI.

Date:

Place:

Signature of Director/Proprietor of the company/firm



PQ PERFORMA TO BE SUBMITTED BY APPLICANTS IN PQQ FOLDER

(To be submitted in envelop-1)

Name of work: - Job Contract for providing Wildlife Management including Bird hazard control by using Crackers and zone gun at M.P.Airport, Udaipur for 02 Years.

1	2	3	4
Ref. No.	Qualifying Criteria	Particular	Check List
1.	Name and address of the firm/manufacturer		Yes /No
2.	Unconditional acceptance of AAI's tender conditions in its entirety as per enclosed format.		Yes /No
3.	Details of Registration with CPWD/MES/P&T/State PWD/PSU's etc if any.		Yes /No
4.	Certificate from clients of having satisfactorily completed		Copy of the certificates Attached : Yes/No
	a) Three works of 40% (Rs. 17,84,552/-) OR b) Two works of 50% (Rs. 22,30,690/-) OR c) One work of 80% of estimated amount of each year. (Rs. 35,69,103/-) in single contract of nature during last 5 years from the date of submission of bid.		
5.	Whether experience from Govt. organization or Private clients?		TDS certificate enclosed: Yes/No



6.	TURNOVER		
	Annualized average financial turnover of Rs. 13,38,414/- during last three financial years.		Proof of Turnover Attached (Abridged balance sheet and profit & loss account certified by Chartered Accountant) Yes/No
7.	Permanent Account No.(PAN)		Yes/No
8.	Detail of EMD		Yes/No
9.	Employees provident Fund Registration		Attached :Yes/No
10.	Employees State Insurance Corporation Registration,		Attached :Yes/No
11.	GST Registration no.		Attached :Yes/No
12.	Declaration on Non-Judicial stamp paper of Rs.100/- duly attested by Notary Public.		Yes / No
13.	All documents / certificates are self-attested		Yes / No
14.	Details of any other information:-		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 & debarred from tendering in AAI.

Date:

Place:

Signature with Stamp
Authorized Signatory of the Agency / Manufacturer

Note: - All are requested to fill up the required data in the above performa



SCHEDULE OF QUANTITY (In BOQ Format)
(TO BE SUBMITTED IN ENVELOP-II)

<u>Sr. No.</u>	<u>Description (A)</u>	<u>Quantity (B)</u>	<u>Unit (C)</u>	<u>Rate Per Unit (D)</u>	<u>Total Amount (B X D)</u>
1.	Job Contract for providing Wildlife Management including Bird hazard control by using Crackers and zone gun at M.P.Airport, Udaipur for 02 Years {02 Supervisor cum Driver Semiskilled + 10 Bird chaser Unskilled} daily.	24	Months		
Total Amount (In words)					

Note: The bidders shall quote prices for the contract period excluding GST, PF, ESIC & Bonus. AAI shall reimburse the GST, PF, ESIC, Bonus expenses and the difference of Minimum Wages as applicable and as notified by the Central Government from time to time against the production of Monthly challan/Proof towards the payment made to Government authorities/workers.
