

DRAFT NleT



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
वडोदरा विमानक्षेत्र
VADODARA AIRPORT

E_TENDER DOCUMENT

Tender Document No: AAI/APD/VABO/ATC/e-Tender/Bird Scaring/2021-22-2

वडोदरा विमानक्षेत्र पर प्रचालन क्षेत्र में बर्ड एवं एनिमल हजार्ड कंट्रोल एवं संबंध सेवाओं हेतु
जॉब कांट्रैक्ट

(एक वर्ष हेतु)(2021-22)(एक वर्ष विस्तारण योग्य)

Tender ID:2021 AAI 77975

**Job contract for Bird and Animal Hazard Control & Allied services at Vadodara
Airport (For one year) [2021-22][Extendable for One Year]**

Sale of Tender Document through payment gate-way of e- portal

Estimated Cost of work	:37,56,328/- (Excluding GST)
Tender Fee	: 1180/- (1000+including 18% GST i.e. 180)
E.M.D. Amount	: NIL (EXEMPTED TILL 31.12.2021) Only Declaration on Annexure-A to be submitted.
Time Period	: 12 Months (Extendable for Next 12 Month)
Minimum Wages	:Rs 30,04,680/-

Tender Inviting Authority:

ATS-In-Charge
For Airport Director
Airports Authority of India
Civil Aerodrome Vadodara
Vadodara-390022

CORRECTION

INSERTION

OMMISSION

Tel:0265-2484947

E-mail:vabo.ats@aai.aero

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ATS In-Charge
For Airport Director
Civil Aerodrome, Vadodara

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भाग – क / SECTION – A
ई-निविदा आमंत्रण सूचना / NOTICE INVITING e-TENDER

Tender ID : 2021_AAI_77975

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, Vadodara, Gujarat – 390022 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 Bird and Animal Hazard Control & Allied services at Vadodara Airport (For one year) [2021-22] [Extendable for One Year]”**

1.2 Estimated Cost : **Rs.37,56,328.00/-Only (Rupees Thirty Seven Lakhs Fifty Six Thousand Three Hundred and Twenty Eight only)**, excluding EPF/ESI/BONUS & GST.

1.3 Period of Contract: 12 months **[Extendable for One Year]**.

1.4 Earnest Money Deposit: **NIL (EXEMPTED TILL 31.12.2021)**

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, 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 Job contract for wild life hazard management 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 August, 2020, satisfying any one of the following three criteria.

- (i) One similar work of 30.05 Lakhs (not less than 80% of the estimated cost)
- (ii) Two similar works, each of 18.78 Lakhs (not less than 50% of estimated cost)
- (iii) At least three similar works, each of 15.02 Lakhs (not less than 40% of estimated cost)

2.3 **Annualized Average Financial Turnover** – Bidder should have annualized average financial turnover of 11.27 Lakhs (30% of estimated cost) against works executed during last three years ending 31st March of the previous financial year. As a proof of financial turnover, copy of abridged balance sheet for last three financial years ending on 31st March '2020 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.

- (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 certificate.
- (v) Registration under Shop & Establishment Act or Companies Act or Registrar of Firms etc., as applicable.
- (vi) All the agencies willing to participate in this Tender are required to give declaration on Non-Judicial stamp paper of Rs .300/-duly attested by Notary Public indicating
 - a) Liability of payment of disputed/undisputed dues to AAI.
 - b) That they are not debarred/black listed by any other agencies including AAI.

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 The bidder shall be liable for debarment from tendering in AAI, apart from any other appropriate

Tender Document For Job contract for Bird and Animal Hazard Control & Allied services contractual / legal action.

9. The tenders are to be submitted in **Three Envelope System**. Bidders are requested to refer to “General Information and Guidelines” for details regarding submission and evaluation of e – **tender in three envelope system**.
10. The Tender Fee of **Rs.1180/- (Rupees One Thousand One Hundred Eighty Only)** if applicable and **EMD NIL (EXEMPTED TILL 31.12.2021)** shall be accepted offline only in the form of Demand Draft Drawn in favor of Airports Authority of India payable at Vadodara from a Nationalized or any Scheduled bank (but not from co-operative or Gramin bank). The original demand draft against Tender Fee and 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. Last date and time of download of tender document is **04/06/2021 upto 1700 IST**. Scanned copy of the tender fee DD or MSME/ NSIC registration certificate, as the case may be, should be uploaded in fee folder (Envelope - I).
11. **Bid of those bidders who will quote their bid of an amount less than Rs.30,04,680.00 (excluding of EPF, GSLIS, Bonus, and GST) (less than prevailing minimum wages as on 23.04.2021 for semi-skilled/skilled) shall not be considered for L-1 and shall be summarily rejected without assigning any reasons.**
12. 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.
13. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. Tenderer(s) fulfilling eligibility criteria and having valid registration under MSME/ NSIC are exempted from payment of tender fee. 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

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Tender Document For Job contract for Bird and Animal Hazard Control & Allied services
available to valid MSME/ NSIC registeredfirms / companies.

20. Schedule of Important Activities :

ACTIVITIES	DATE	TIME(IST)
Published Date	24/05/2021	1700
Bid Document Download Start Date	25/05/2021	1000
Clarification Start Date	25/05/2021	1100
Bid Submission Start date	25/05/2021	1100
Clarification End Date	04/06/2021	1700
Bid Document DownloadEnd Date	04/06/2021	1700
Bid Submission End Date	04/06/2021	1800
Last Date and time of Submission of Tender Fee, and Other offline supporting Documents(Hard Copy)	04/06/2021	1800
Bid Opening Date(Fees Envelope-I)	07/06/2021	1130
Bid Opening Date: Envelope -II (Pre Qualification/ Technical Bid)	08/06/2021	1130
Bid Opening Date: Envelope -III(Price Bid)	11/06/2021(tentative after the completion of technical bid)	

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 Bird and Animal Hazard Control & Allied services at Vadodara Airport (For one year) [2021-22] [Extendable for One Year]** 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 logging in on 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 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/e procure/app>. The tender fee of Rs.1180/= (Tender Fee of Rs.1000/= + GST of Rs.180/=) is to be paid through Demand draft in favour of Airports Authority of India payable at Vadodara 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 download of tender documents is **04/06/2021 up to 1700 IST.**

Bidders having valid MSME/NSIC registration certificate are exempted from payment of Tender fee. **Such bidder should upload copy of valid MSME/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 schedule 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 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.

NOTE: Bid of those bidders who will quote their bid of an amount less than Rs.30,04,680.00 (excluding of EPF, GSLIS, Bonus, and GST) (less than prevailing minimum wages as on 23.04.2021 for semi-skilled/skilled) shall not be considered for L-1 and shall be summarily rejected without assigning any reasons.

5.5 Bidder(s) is required to upload the scanned copy of the Demand Draft of Tender Fee in Envelope – I or valid MSME/NSIC registration certificate if applicable.

Note - During bid evaluation EMD exemption shall be granted to MSME/ NSIC registered bidder firm. In case MSME/ NSIC registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected.

6. Opening of Tender Documents-

6.1 Envelope –I The fee envelope, Envelope –II, PQQ Bid envelope/ Technical Bid envelope and Envelope –III 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/Technical folder will be opened on acceptance of Envelope-I. First Fee folder will be opened. It should contain scanned copy of Tender fee DD, or scanned copy of MSME/ NSIC registration certificate if applicable. PQQ bid envelope will be opened only of those bidders who have submitted scanned copies of Tender Fee DD or MSME/ NSIC registration certificate, as the case may be, in fee folder and they should match with hard copy of Tender Fee DD or MSME/ NSIC registration certificate, as the case may be, submitted to AAI, Vadodara.

6.2 Envelope –II PQQ/Technical bids of bidders shall be scrutinized by AAI, Vadodara 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 –III (Financial Bid), only for the bidders found technically qualified by AAI shall be opened on **11/06/2021** (tentative after the completion of technical bid).

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, Vadodara, 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 result of PQQ/Technical bid and financial bid evaluations shall be displayed on CPP portal and shall be visible to suitably qualified bidders.
- 7.9** Tender(s) submitted by MSME/ NSIC registered bidder firm shall only be evaluated for those bidder(s) who have submitted valid MSME/ NSIC registration certificate(s).

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, Vadodara, Gujarat – 390022, 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 ten 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, Vadodara, 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 vague, 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, 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.
- 10.7** In case MSME/ NSIC registration certificate is found invalid during evaluation for the bidder claiming exemptions of tender fee available to MSME/ NSIC registered firms / companies, the bid of such bidder shall be rejected.
- 10.8** **Bid of those bidders who will quote their bid of an amount less than Rs.30,04,680.00 (excluding of EPF, GSLIS, Bonus, and GST) (less than prevailing minimum wages as on 23.04.2021 for semi-skilled/skilled) shall not be considered for L-1 and shall be summarily rejected without assigning any reasons.**
- 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: _____

E-mail _____

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

1. Scope of Work -

1.1 The successful bidder has to provide manpower for **Job contract for Bird and Animal Hazard Control & Allied services at Vadodara Airport (For one year) [2021-22]** [Extendable for One Year]

1.2 The Contractor shall be provided with adequate number of crackers (bombs) for Bird Hazard Control by AAI.

2. Deployment of Manpower:

2.1 The successful bidder has to depute 13 (Thirteen) manpower in (02) Two shift of 08 (eight) hours per day on all days of the week.

2.2 This job contract is meant to protect aircraft from bird and animal hit. During the period of contract any bird or animal hit on the runway will be treated as contractor failure and will invite penalty as per point 27 of section - C Terms and Conditions.

2.3 As the site of the work is in the restricted area, the contractor is required to be obtained Photo Identity Card (PIC) for his staff, to be issued by the Bureau of Civil Aviation Security (BCAS), through AAI. Police verification certificate 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.

2.4 The work of wildlife hazard management will be carried out on all 07 (seven) days of the week even on Sundays and Holidays.

a. Airports Authority of India shall not be responsible for any loss of material used by the contractor at site.

b. The successful bidder has to deploy 13 (Thirteen) manpower to fulfill 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, Vadodara 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. The cost incurred in this regard shall be bear by the contractor.

2.7 The successful bidder has to ensure the good health conditions and mentally fit condition of the manpower.

2.8 The successful bidder shall be supplied with **Firecrackers / bird scaring devices** by

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Airports Authority of India for bird scaring

2.9 Animal Hazard control by scaring of birds, chasing Animals / dogs by use of *Lathis* and the approved methods to keep operational area animal / dog free.

2.10 **UNIFORMS:** The Contractor shall provide **2 set of uniform (Shirt & pants) with the company name and logo (if any) to the staff to be employed by him, Socks, High visibility Jacket, Leather Shoes, Umbrella, Raincoat, Sticks, Torch and Gum Boot for monsoon, caps & whistle** has been made mandatory for the period of proposed contract. The contractor shall take concurrence of In-charge ATC before finalizing Uniform to ensure no compromise is made in quality of uniform provided to the staff.

2.11 **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, sound devices only for bird/animal scaring. The training of contractor's personnel for use of crackers and sound devices shall be at the equipment supplier end. The contractor shall submit a certificate to this effect prior to commencement of work. If use of this equipment is in scope of work.

2.12 **Bird and Animal Scares:** Bird and animal scaring will be done by trained bird scares/chasers under specific instruction from ATC.

2.13 **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.

2.14 The Contractor has to ensure that the services are not disturbed either due to absenteeism or due to wilful 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. Absolute responsibility in this regard lies with the contractor and AAI shall not be involved in any way

2.15 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-fulfilment of contractual terms or breach of contract, namely but not limited to:

- a. If the contractor fails or neglects to execute the work and/or,
- b. If the progress of the work is not satisfactory and/or,
- c. Non-fulfilment of any of the terms and conditions of the contract.

2.16 The Contractor shall comply with the requirements of all standard Health Clauses including those given below :-

- a. 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. The expense towards medical examination has to be borne by the contractor.

- b. The Contractor, his agents and worker shall not throw any waste like plastic bottles, guthka covers or any other eatables in the airport premises.

2.17 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 servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum 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.

2.18 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, behaviour and Industrial Relation problems and AAI shall have no responsibility whatsoever on this account.

2.19 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.

2.20 No payment shall be made for any damage caused to the engaged work force/equipment by rain, 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.

3. Earnest Money Deposit (EMD) -

3.1 Earnest Money Deposit has been exempted for all bidders till 31.12.2021 on account of slowdown in Economy due to pandemic as per **Technical Instruction No. 56 dated 29th December 2020** by member Planning. Format for Earnest Money Declaration on Annexure-A is to filled and uploaded.

4. Eligibility Criteria -

4.1 The eligibility criteria shall be as mentioned in para 2 section A of NIeT.

4.2 Bidders falling in any criteria as mentioned in para 3 to para 5 section A 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 three 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) on e-portal is **04/06/2021 up to 1800 IST.**

6.1 Envelope – I - Fee Envelope –

- (i) Scanned copy of Tender fee of Rs.1180/- paid off line in the form of Demand Draft, if applicable.
- (ii) Copy of MSME/ 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 Section A - 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) Proforma for Earnest Money Declaration to be submitted on Contractor's letter head (Annexure – A).
- (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.
- (xii) Tender document signed by hand and stamped on page number **11, 23, 26 & 28** by the bidder.
- (xiii) Tender document digitally signed shall be uploaded on CPP portal.
- (xiv) Declaration on Non-Judicial stamp paper of Rs.300/-duly attested by Notary Public indicating
 - a) Liability of payment of disputed/undisputed dues to AAI.
 - b) That they are not debarred/black listed by any other agencies including AAI.

6.3 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 –III – 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 in Annexure- VIII 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 .

NOTE: Bid of those bidders who will quote their bid of an amount less than Rs.30,04,680.00 (excluding of EPF, GSLIS, Bonus, and GST) (less than prevailing minimum wages as on 23.04.2021 for semi-skilled/skilled) shall not be considered for L-1 and shall be summarily rejected without assigning any reasons.

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 or MSME/ NSIC registration certificate, as the case may be.PQQ/Technical bid envelope will be opened only of those bidders, whose scanned copies submitted in Envelope -1 matches with hard copies received by AAI, Vadodara. Fee envelope shall be opened on **07/06/2021at 1130 IST**The intimation regarding acceptance / rejection of their bids will be intimated to the bidders through CPP portal.

8.2 Envelope – II containing documents for PQQ/ Technical bid (uploaded by bidder) will be opened on **08/06/2021at 1130 IST**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, the same will be asked to provide it through “Collaboration folder” in e – tender portal. The bidder(s) shall upload the requisite clarification / documents with in specified time by AAI, failing which the tender areliable to be rejected.

8.4 Envelope – III - containing Financial bids of the bidders found meeting the qualifying requirements and technical criteria shall be opened on **11/06/2021**(tentativedepending 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 –Not Applicable.

12. Security Deposit -

12.1 The total performance security deposit shall be 03% (Three Percent) of the total price quoted by L1 bidder to AAI.

12.2 The bidder, whose tender is accepted, within 15 calendar days of the acceptance of work order, shall submit performance security deposit of 03% (Three Percent) of the total price to AAI in the form of an irrevocable and unconditional bank guarantee on a Nationalized/Schedule - A Bank but not a Gramin / Co – Operative Bank.

12.3 The irrevocable and unconditional performance bank guarantee shall be as per performa attached as Annexure IV to this tender document.

12.4 In case, the successful bidder fails to submit performance 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.

12.5 In case, successful bidder fails to submit security deposit/PBG(Performance Bank Guarantee) within 60 days from the date of acceptance of work order, AAI reserves the right to cancel the work order.

12.6 The Performance Bank Guarantee shall be valid for 6 (six) month beyond the period of work.

12.7 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.300/- 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, Vadodara, Gujarat latest by 10th 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) GST will be at applicable rate or (as applicable during currency of the contract as notified by the Govt.) of work done value to this contract. The Contractor shall comply with the GST rules of Govt. and to the change of rules if any in respect of GST from time to time. **The rates quoted are deemed to be exclusive of GST as applicable. GST shall be paid to bidder for any taxable supply/service against a valid tax invoice (as per GST rules)**
- (iii) The contractor shall comply with the minimum wages Act and shall pay the contract workers with the latest minimum rates of wages issued by Ministry of Labour & Employment.
- (iv) In case of ATC Watch Hour extension due to delay in arrivals of flights or due to unavoidable circumstances, which is beyond the scope of work, the overtime payment will be made to the contract workers on Pro Rata basis.
- (v) The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952, amended from time to time and rules framed there-under wherever applicable. Some of the provisions are given below:
 - a. The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner after award of work and shall continue to have valid PF Account Code No. till actual completion of the contract.
 - b. The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No to the officer in –charge.
 - c. The contractor by 20th of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to RPFC in respect of Workers engaged in contract work for the previous month.
 - d. The Contractor shall provide copies of PF challans of monthly contributions in respect of contract workers engaged for contract work on month to month basis. AAI reserves the right to withhold minimum amount as detailed under, from the running account payments, if PF contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates, AAI will withhold 3% of the total amount of work done during the period of contract.
 - e. EPF amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.
 - f. ESI amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.
 - g. Bonus to the workers employed by the contractor shall have to be paid Bonus as per the existing rules of Govt. of India. The Proof of bonus paid to employees shall be

timely submitted to the Authority, same shall be reimbursed on actual basis on submission of documentary evidence.

(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) Valid tax invoice under GST.

(v) Agency will be entitled to get reimbursement of hike in minimum wages, PF, Bonus (As per statutory requirements only) and ESI contribution on production of documentary evidence.

(vi) The Contractor has to deposit PF and ESI as applicable on full value of minimum wages of their regularly, failing which recovery @ 30% and 8% against PF and ESIC respectively from their R/A shall be made.

(vii) The Contractor is required to pay **bonus @8.33% of the annual salary** to their workman employed failing which recovery @ 17% against bonus from their R/A bill once in year shall be made.

14.2 Payments to the manpower provided under the job work to AAI by contractor to be made on or before 10th 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, Vadodara, 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- Not Applicable. EMD exempted upto 31.12.2021.

16.1 Unconditional Acceptance of Letter of Intent (LOI) within 15 (Fifteen) working days.

16.2 Acceptance of work order within 15 (Fifteen) working days.

16.3 Payment of performance security deposit in the form of 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, Vadodara, 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 shall quote the rate **excluding GST**. GST will be at applicable rate or (as applicable during currency of the contract as notified by the Govt.) of work done value to this contract. The Contractor shall comply with the GST rules of Govt. and to the change of rules if any in respect of GST from time to time. **The rates quoted are deemed to be exclusive of GST as applicable. GST shall be paid to bidder for any taxable supply/service against a valid tax invoice (as per GST rules)**
- 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, Vadodara 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.

.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 There will be no objection if the arbitrator so appointed is an employee of AAI and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the appointing authority for arbitrator, as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

20.5 In case of disputes arising between two Government of India Undertakings, provisions as contained in Bureau of Public Enterprises letter No. BPE/GL-001/16/MAN-2(100-75-BPE) (GM-1) dated 1.1.1976 and as may be amended from time to time shall apply.

20.6 It is a term of the contract that the party invoking arbitration shall specify the dispute or

disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

- 20.7** The work under the Contract shall, if reasonably possible continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- 20.8** The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 20.9** The award of the arbitrator shall be final, conclusive and binding all parties to this contract.

Laws governing the Contract:

This contract shall be governed by the Indian Laws for the time being in force.

In case of any dispute Vadodara, State Gujarat, would be the legal jurisdiction and will be considered as the place, where the cause of action shall be deemed to have arisen.

21. Refund of Security Deposit - Not Applicable. EMD exempted upto 31.12.2021.

- 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 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. 200/- (Rs. Two 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) 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 In Case of Bird Chaser fail to control the Bird and Animal Hazard and which directly affects the safety of Aircraft operations, Rs 1,000(Rs One Thousand Only) fine shall be imposed for each such incident.

27.6 In case any manpower does not wear High visibility jacket in operational area during his duty Hour, A penalty of Rs. 200/- (Rs. Two Hundred Only) shall be levied.

27.7 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 successful 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 15 (Fifteen) working days.
 - (ii) Acceptance of work order within 15 (Fifteen) working days.
 - (iii) Furnishing of Security deposit in the form of 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.

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 anytenderer withdraw during the validity period, his Earnest MoneyDeposit will be forfeited. However, the tenderer (s) can withdraw their tender after thevalidity 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 tempered or any unauthorized changes have been made in the contents of thetender. The decision of AirportDirector 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, grandchildren, brothers, sisters, uncle, aunt, cousins and their corresponding in laws.

11. No officer/Gazette 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 authorized by him, whenever, any person working under this contract is suffering or suspected to be suffering or convalescing from any infections 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. No Payment shall be made for damage cost 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 any damage, he shall have to bear all cost of repairing or purchasing/installing new good.
18. 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.

19. Valid Tax invoice on account of GST for present tender shall be provided, so as to enable AAI to claim input tax credit.
20. The bidder is required to provide Tax Type and Tax percentage in the bid.
21. The contractor has to pay latest minimum wages. The difference of wages if any to be reimbursed to the contractor on production of actual bill.
22. Quoted rates are exclusive of Provident Fund and ESIC. The provision of PF and ESIC on reimbursement basis.
23. **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 _____

SPECIAL CONDITIONS OF THE CONTRACT

The scope of work includes Bird and animal Hazard Control inside operational area of Vadodara Airport with following scope of work and special condition of contract :-

- a. By Deploying Three (03) Driver cum supervisor and Ten(10)Bird Chasers
 - b. By bursting of crackers / use of bird scaring devices for bird hazard contract / bird scaring.
 - c. Animal Hazard control by chasing Animals / dogs by use of **Lathis** and the approved methods to keep operational area animal / dog free.
 - d. To remove dead insects / birds / animals from operational area and throwing them in the designated garbage dumps outside airport.
1. Bird and Animal Hazard control Method: The Bird and Animal Hazard Control will be done in one shift as per operational requirement daily by use of Crackers, sound devices and by using the lathis, etc.by Contractor's personnel for bird and Animal scaring inside operational area of Airport. **As per operational requirement work is carried out in shift duty.**
 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 aeroplane on the runway will be treated as contractor's failure and will invite penalty as per Para-27 of Section C - Terms and Conditions.** 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. Number of persons required has to be as per the Contractors Assessment of Bird and Animal Hazard. **However, Three (03) Driver cum supervisor and Ten(10)Bird Chasers shall be provided by the contractor each day.**
 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 crackers, sound devices, Lathis etc. The training of contractor's personnel for use of crackers, sound devices shall be at the equipment supplier end. The contractor shall submit a certificate to this effect prior to commencement of work If use of this equipment is in scope of work.
 5. **Bird and Animal Scares:** Bird and animal scaring will be done by trained bird scarers under specific instruction from ATC.
 6. **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.
 7. **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 using binocular for bird and Animals. The location of Bird and animals chaser will be decided as per the requirement and bird activity area observed.

8. 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.
9. This job includes chasing away of dogs, pigs, jackals, monkey etc. in and outside the Airport Boundary and chase / drive away birds in the vicinity of Runway and Side Strips by bursting crackers and using bird scaring devices etc., as and when required as per exigency of work.
10. The Bird and Animals Chaser and Bird that the birds (kites & vultures) and stray animals (jackals, dogs and pigs) in the operational area are kept away from the runway and approach path inside the operational area if they pose danger to the aircraft operations. The area for this purpose will be the entire length of runway, extended runway Centre-line and its either sides within the boundary wall of operational area.
11. The contractor will be provided by AAI with sufficient quantity of crackers, Sounding devices, etc. which may help in chasing away the Animals / Birds near the runway without hampering smooth and safe aircraft operations.
12. Reminders of the burnt Crackers will be removed and operational area will be kept clean.
13. Cautions 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, Cartridges to bird chasers and bird scares on daily basis will be developed as per BCAS guidelines to avoid any misuse of Crackers, Cartridges and Bird and Animals Hazard Control device etc. and shall be made available to this office for record .

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, Vadodara,
GUJARAT - 390022.

Subject: Submission of Tender for Job Contract for Wildlife Hazard Management

(Tender ID **2021_AAI_77975**)

Sir/Madam,

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, Vadodara, Gujarat – 390022 in conformity with NIEt, General Information and Guidelines, Terms and conditions, General Conditions of Contract etc. of tender document no. **AAI/APD/VABO/ATC/E-NIT/2021-22/(Tender ID 2021_AAI_77975)** 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 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.
3. 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.
4. 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, Vadodara,
GUJARAT - 390022.

“Job contract for Bird and Animal Hazard Control & Allied services at Vadodara Airport (For one year) [2021-22]”

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 Organization 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, Vadodara,
GUJARAT - 390022

**UNDERTAKING FOR TENDER NO. AAI/APD/VABO/ATC/E-NIT/BIRD SCARING/2021-22/
(Tender ID **2021_AAI_77975**)**

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

1. 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 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 relieved from our liability by reason of any such variation, or extension being granted to the said

CORRECTION	INSERTION	OMMISSION
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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 up to 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.300/- Non Judicial Stamp Paper)

AGREEMENT for “Job contract for Bird and Animal Hazard Control & Allied services at Vadodara Airport (For one year) [2021-22] [Extendable for One Year]” between Airports Authority of India, Civil Aerodrome, Vadodara, 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 Scare Sat Airports Authority of India, Civil Aerodrome, Vadodara, Gujarat

WITNESSETH

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

WHEREAS, the Contractor has offered to undertake Job Contract for Providing Wildlife Hazard Management at Airports Authority of India, Civil Aerodrome, Vadodara, 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/APD/VABO/ATC/E-NIT/BIRD SCARING/2021-22/ (**Tender ID2021_AAI_77975** for the **“Job contract for Bird and Animal Hazard Control & Allied services at Vadodara Airport (For one year) [2021-22] [Extendable for One Year]”** 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

Signature

Name

Name

Designation

Designation

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

CORRECTION

INSERTION

OMMISSION

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

ANNEXURE – VI

CHECKLIST FOR DOCUMENTS TO BE SUBMITTED IN ENVELOPE 1 AND ENVELOPE II.

Name of Work –“Job contract for Bird and Animal Hazard Control & Allied services at Vadodara Airport (For one year) [2021-22] [Extendable for One Year]”

E - Tender No. : AAI/APD/VABO/ATC/E-NIT/BIRD SCARING/2021-22/

(Tender ID **2021_AAI_77975)**

ENVELOPE-I

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

ENVELOPE-II

Sl. No.	Documents
1.	Proforma for Earnest Money Declaration to be submitted on Contractor's letter head (Annexure – A).
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.	Annexure – VII Tender document digitally signed on all pages including physically signed and stamped on page numbers 11, 23, 26 & 28.
9.	Copy of PAN Card.
10.	Copy of GST Registration.
11.	Copy of ESIC registration certificate.
12.	Copy of EPF registration certificate.

Tender Document For Job contract for Bird and Animal Hazard Control & Allied services

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

ANNEXURE – VII

CHECK LIST FOR TECHNICAL BID (ENVELOPE – II)

Name of Work – “Job contract for Bird and Animal Hazard Control & Allied services at Vadodara Airport (For one year) [2021-22] [Extendable for One Year]”

E - Tender No. – AAI/APD/VABO/ATC/E-NIT/BIRD SCARING/2021-22/

(Tender ID **2021_AAI_77975)**

Sl. No.	Documents
1.	Tender document digitally signed on all pages including physically signed and stamped on page numbers 11, 23, 26&28.

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

Proforma for Earnest Money Declaration

(To be submitted on contractor's letter head)

Whereas, I/We.....(Name of agency).....have submitted bid for
.....

.....(Name of work).....

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

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

Or

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

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

Signature of Contractor(s)

Name: _____

Telephone: _____

Fax: _____

E-mail: _____

Stamp

Financial BidANNEXURE - VIII

Name of Work: “Job contract for Bird and Animal Hazard Control & Allied services at Vadodara Airport390022 (For 01 year) (2021-22)[Extendable for One Year]”

Sl. No.	DESCRIPTION	Qty	Unit	Basic Rate in figures to be entered by the bidders(Per month)	Total Amount in figures (For 12 months)	Total Amount in Words
1	2	3	4	5	6	
1	Job contract for providing Bird & Animal scaring and allied service in operational area at Vadodara Airport as per Terms & Condition of contract for one year for 03(Three) Driver cum Supervisor(Skilled).	12	Month			
2	Job contract for providing Bird & Animal scaring and allied service in operational area at Vadodara Airport as per Terms & Condition of contract for one year for 10(Ten) Bird Chasers (Semi-Skilled).	12	Month			
Total In Figures						
Quoted Rate in Words						
<p>Note: 1 :- The contractor quoted rate should be Exclusive of statutory labour components of PF, ESI & GST & Bonus component as per prevailing rules. 2) PF & ESI will be reimbursed on submission of the proof of remittance to the concerned authorities. 3) GST will be applicable as per Govt. rules 4) Quoted rate shall be inclusive of uniforms etc. to be provided to the workers as mentioned in GCC and scope of work.</p>						

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