

**Job contract for Bird & Animal
Hazard Control at L.G.B.I Airport,
Guwahati Assam**

E Tender ID- 2019_AAI_38860_1



DRAFT TENDER DOCUMENT

Estimated cost: - Rs.68,29,272/-

EMD amount:- Rs.1,36,585/-

Tender cost: - Rs.1,120/-

AIRPORTS AUTHORITY OF INDIA
DEPTT OF OPERATION
L.G.B.I AIRPORT,
GUWAHATI, ASSAM - 781015



AIRPORTS AUTHORITY OF INDIA

Name of work: Job contract for Bird & Animal Hazard Control at L.G.B.I Airport, Guwahati Assam.

INDEX

Sl. No.	Particulars		Page Nos.
	Envelope A		
1.	Index		2
2.	Notice inviting tender – for press.		3
3.	Notice inviting tender – for website.		4-9
4.	Checklist for Envelope I & II		10-14
5.	Notice inviting tender		15-16
7.	Unconditional Acceptance		17-18
8.	Affidavit regarding minimum wages.		19
9.	GST Undertaking		20
10.	General Conditions of Contract (GCC)	GCC	21-26
11.	Special Conditions of Contract	SCC	27-35
12.	Agreement Format	PR	36-38
13.	Schedule of Quantities	BOQ	39

Certified that this Draft NIT contains Envelope-I, II & III having 39 pages only.

**Jt.GM(ATM-Safety)
For Airport Director
LGBI Airport, GUWAHATI**



AIRPORTS AUTHORITY OF INDIA

FOR PRESS PUBLICATION



भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India

TENDER NOTICE

Sealed Item rate tenders are invited through e-tendering portal by Airport Director, AAI, LGBI Airport, Guwahati - **781015** on behalf of Chairman, AAI, from Eligible contractors of appropriate class /Specialized Agency, for the work of “Job contract for Bird & Animal Hazard Control at L.G.B.I Airport, Guwahati Assam at an estimated cost of **Rs. 68,29,272/- (Excluding PF, ESI, Bonus & GST)** for a period of one year(365 days). It is further extendable for another one year at the end of year subject to satisfactory performance and as per requirement of Airports Authority of India.

The last date for online sale and submission of e-bid is **up to 1800 hours on 02.01.2020** detailed information, log on to AAI’s website <https://etenders.gov.in/eprocure/app> or www.aai.aero. Further clarification / corrigendum in this regard, if any, will be uploaded only on CPPportal.

-Sd-

Jt.General Manager(ATM-Safety)

AAI, LGBI Airport,

Guwahati, Assam-781015



AIRPORTS AUTHORITY OF INDIA
TENDER NOTICE

For Website

NOTICE INVITING e-TENDER –(3 Envelope Open Tender)

NIT No.: **AAI/GHT/AVN SAFETY/2019-**
२०/NIT_०१

1. Digitally signed and sealed (encrypted) Item rate(s) tenders are invited through the e-tendering portal by Airport Director , Airports Authority of India, LGBI Airport, Guwahati- 781015, (Bid Manager) on behalf of Chairman, A.A.I from the eligible contractors for the work of “Job contract for Bird & Animal Hazard Control at L.G.B.I Airport, Guwahati Assam at an estimated cost of Rs. 68,29,272/- (excluding ,PF,ESI, Bonus and GST) for a period of one year(365 days). It is further extendable for another one year at the end of the year subject to satisfactory performance on the same terms & Condition.

The tendering process is online at e-Portal URL address <https://etenders.gov.in/eprocure/app> or www.aai.aero. Aspiring bidders may download and go through the tender document.

Prospective tenderers are advised to get themselves register at CPP portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the home page after login to the CPP portal <https://etenders.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 03 days’ time. The tenderer may also take guidance from AAI Help Desk Support through path [aai.aero/tender/e-tender/help desk support](http://aai.aero/tender/e-tender/help%20desk%20support)

- (i) For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk details are as below:-
Tel: 0120-4200462, 0120-4001002, Mobile: 91 8826246593.
E-mail: support-eproc@nic.in
2. 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.
 - (i) For any further technical assistance with regard to functioning of CPP portal the bidder may contact to following AAI help desk numbers on all working days only between:-
 - a) 08.00 hrs to 20.00 hrs (Mon-Sat)-
011-24632950, Ext-3512, E-mail: eprochelp@aai.aero
 - b) 09.30 hrs to 18.00 hrs (Mon –Fri)-
011-24632950, Ext-3523, E-mail:-etendersupport@aai.aero,
sanjeevkumar@aai.aero and snita@aai.aero.
 - (c) 09.30 hrs to 18.00 hrs (Mon –Fri)-
011-24657900, E-mail:-gmitichq@aai.aero

1. **Tender Processing Fees**

Tender processing fee(Non-Refundable) of Rs. 1120.00/- (One Thousand One Hundred and Twenty Rupees only including GST 12%) in respect of cost of the Tender Document will required to be paid by way of offline payment in the form of Demand Draft(DD) (Date of issue should be later than date of publishing of the Tender). The DD must be in favour of Airports Authority of India payable at Guwahati from Nationalized or any scheduled bank (but not from co-operative or Gramin bank).

Scanned copy of Tender Fees duly digitally signed to be uploaded in Cover No./Envelope – I by stipulated date and time (Bid Submission Date) mentioned in Critical Data Sheet.

- a) The Original hard copy of Tender Fee as required, in sealed Envelope should be submitted by the bidders in the office of Airport Director, LGBI Airport, Guwahati on or before the stipulated date and time mentioned in the critical data sheet for Tender.

2. **Earnest Money Deposit (EMD)**

EMD of the Value of Rs. 1,36,585.00 (One Lakh Thirty Six Thousand Five Hundred and Eighty five Rupees only) shall be accepted offline only in the form of Demand Draft (Date of issue should be later than date of publishing of the Tender). Drawn in favour of Airports Authority of India payable at Guwahati from a nationalized or any scheduled bank (but not from co-operative or Gramin bank).

- a) Scanned copy of EMD duly digitally signed to be uploaded in Cover No. /Envelope-I by stipulated date and time (Bid Submission Date) mentioned in Critical Data Sheet.
- b) The original Demand Draft against EMD as in sealed Envelope should be submitted by the bidders in the office of Airport Director, LGBI Airport, Guwahati by stipulated date and time mentioned in the critical dates.
- c) Tender of the tenderer whose EMD not received within the stipulated date and time as mentioned in Critical Data Sheet as above shall not be considered for further tendering process and their tenders will be summarily rejected. AAI will not be responsible for Postal delay, if any.
- d) **During bid evaluation, Tender fee and EMD exemption shall be granted to the NSIC/MSME registered firms. Firms seeking for exemption from payment of Tender Fee and EMD have to submit the valid self attested NSIC/MSME registration certificate issued by the** Competent Authority. Validity date of registration should be mentioned on it. In case of invalid/non receipt of registration certificate, the Tenderers shall be summarily rejected.

Note: EMD amount in the form of cash or any other like online payment shall not be accepted.

Refund of EMD

EMD of unsuccessful bidders received shall be refunded after completion of all formalities of bid.

3. Preparation of Bid

Following 3 covers/envelops shall be submitted through online at CPP portal by the bidder as per the following schedule:-

CRITICAL DATA SHEET

	Date	Time
Publication Date	25/12/2019	0900 Hrs.
Bid Document Download/Sale Start Date & Time	25/12/2019	0900 Hrs
Clarification Start Date & Time	25/12/2019	0900 Hrs
Clarification End Date & Time	30/12/2019	1500 Hrs
Bid submission Start Date & Time	25/12/2019	0900 Hrs
Bid Submission End Date & Time	02/01/2020	1800 Hrs
Last date and time of Hard Copy submission.	06/01/2020	1600 Hrs
Bid Opening Date & Time (COVER-I)	07/01/2020	1100 Hrs
Technical Bid	08/01/2020	1500 Hrs
Financial Bid	Shall be intimated later to the qualified bidders through CPP portal	
Tender processing Fee	Rs. 1120.00 (i/c GST) non refundable	
EMD	Rs. 1, 36,585/- in the form of Demand Draft /	

Following 3 envelopes tenderers shall submit their application only at CPP portal <https://etenders.gov.in/eprocure/app>. Tenderer/Contractor are advised to follow the instruction provided in the tender document for online submission of bids. Tenders are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document

Cover-I: - Bid containing scanned copy of EMD & Tender Fee:-

- I. Scanned copy of DD of EMD of value Rs. 1,36,585.00 (**One Lakh Thirty Six Thousand Five Hundred and Eighty five Rupees only**) in the form of DD/FDR.
- II. Scanned copy of DD of Tender processing Fee of value Rs. 1120/- (**One Thousand One Hundred and Twenty Rupees only**) in the form of DD.
- III. Power of Attorney or Authorization (If Applicable).
- IV. Unconditional Acceptance of AAI's Tender Conditions. (Performa at Page A16 of Tender Document).
- V. Valid NSIC/MSME registration certificate issued by the Competent Authority, In case of seeking for exemption from EMD and Tender Fee by NSIC/MSME registered firms.

Cover-II: - Containing qualifying requirements of Contractor / Firm and unconditional acceptance letter:-

Qualifying requirements of contractors/firms:-

- i. Agency should have Permanent Account Number (PAN).
- ii. Agency should have valid registration on the Date of issue of Tender in appropriate class of CPWD/MES/P&T/Railways/State PWD/PSU/ municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata. OR Agency specialized in the similar nature of work and registered with Registrar of companies / Firms / Central Govt. / State Govt. having similar nature work experience.
- iii. Should have satisfactorily completed (Phase/ Part completion of the scope of work in a contract shall not be considered, however pre-determined phasing of the work will be accepted) three works, each of minimum Rs.27.32 Lakh or two works, each of minimum Rs.34.15 Lakh or one work of minimum Rs. 54.64 Lakh in single contract of similar nature of work i.e. Similar works mean Providing manpower for different purposes. During last Seven years ending on the last date/extended date of submission of bid. Work experience will be evaluated on annual basis. "The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid".Also any ongoing manpower contract should have performance certificate from concerned organization in respect of the contractual firm.

Client certificate for experience should show the nature of work done, the value of work, date of start date of completion as per agreement, actual date of completion and satisfactory completion of work. Firms showing work experience certificate from non-government/non-PSU organization should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.

- iv. Should have annualized average financial turnover of Rs.20.49 Lakh against works executed during last three years ending 31st march of the previous financial year. As a proof, Self Attested copy of abridged Balance sheet along with profit loss account statement of the firm should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- v. Should have valid GST registration no. (15 digit GSTIN). In case, bidder is having multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to AAI. In case firm do not possess the same & becomes L1 the firm will be required to get it essentially before award of work.
- vi. Firm shall submit duly signed and stamped Undertaking on his letter head in the format as given at A-19 of tender document in support of GST compliance.
- vii. Firm shall submit EPF and ESI registration proof. In case, firm do not possess the same, firm is required to get themselves registered with EPF & ESI authorities, if becomes L-1 before commencement of work.

A7

- viii. Affidavit regarding minimum wages (Performa given on page A-18 of tender document)
- ix. Digitally Signed Tender Document.
- x. Performance certificate from the existing service users.

Cover-III: - The Financial e-bid through CPP Portal:-

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then 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 colored (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.

Hard Copy Submission

Original EMD and Tender processing fee shall be accepted offline only in the form of Demand Draft Drawn in favour of "Airports Authority of India" payable at Guwahati from a nationalized or any scheduled bank (but not from co-operative or Graminbank).

Original DD against EMD, Tender processing fee and Hard copy of signed Un-conditional acceptance of AAI's Tender Conditions, to be sent to the Airport director, Airports Authority of India, LGBI Airport, Guwahati, Assam and should reach to Airport Director before the date and time mentioned in CRITICAL DATA SHEET. Tender of the tenderer, whose EMD, Tender fee and Un-conditional acceptance of AAI's Tender Conditions are not received, by the time as per Critical Data sheet of Tender then their tender will be summarily rejected. Any postal delay will not be entertained.

Bids opening Process is as below:-

Cover-I containing documents for bid (uploaded by the contractor/firms) shall be opened as per 'critical data sheet'. The intimation regarding acceptance/rejection of their bids will be intimated to the contractors/firms through CPP portal.

Cover-II: Technical bid shall be opened as per the critical data sheet.

If any clarification is needed from the bidder about the deficiency in his uploaded documents in **Cover-I/Cover-II**, he/she will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/ documents within time specified by AAI, falling which tender will be liable for rejection.

Cover-III: The financial bids of the contractors/ firms found to be meeting the qualifying requirements and technical criteria shall be as per CRITICAL DATA SHEET. (Depending on Technical bid evaluation the date shall be intimated through CPP portal).

4. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.
5. **The tenderer has to submit performance certificate from the existing users and AAI reserves the right to reject the tender of working agencies whose performance at ongoing project (s) is below par and usually poor and 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 the work). If at any stage, any information/documents submitted by the Applicant is found to be incorrect /false or have some discrepancy which disqualifies the firms then AAI shall take the following action:

- a) Forfeit the entire amount of EMD submitted by the firm.
 - b) The Agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual /legal action.
6. Consortium /Joint Venture companies shall not be permitted. No single firm shall be permitted to submit two separate Bid.
 7. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of the acceptance.
 8. If the entity participating in any of the tenders is a private or public limited company, Partnership firm or proprietary firm and any of the Directors/ Partners/Proprietor 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 the Authority, then the said entity shall not be allowed to participate in AAI tenders.

.....Sd.....

Jt. General Manager(ATM-Safety)
AAI, LGBI Airport,
Guwahati

CHECK LIST

(To be uploaded by applicants along with tender application in Envelope-I)

Name of work: "Job contract for Bird & Animal Hazard Control at L.G.B.I Airport, Guwahati
Assam

1	2	3	4
Ref No.	Qualifying Criterion	Particulars	Enclosure
1.	Envelope-I shall contain scanned copy of		
a	Earnest money deposit		
b	Tender Fee		
c	Unconditional Acceptance (Proforma given on page A-16 of tender document)		
d	Authorization letter/ power of attorney (If applicable)		
2.	Any other information		

Place:

Date:

Signature

Authorized Signatory of the contractor/ Firm

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 & action as deemed fit by AAI can be taken against me.

Place:

Date:

Signature

Authorized Signatory of the contractor/ Firm

CHECK LIST

(To be uploaded by applicants along with tender application in Envelope-II)

Name of work: "Job contract for Bird & Animal Hazard Control at L.G.B.I Airport, Guwahati Assam".

1	2	3	4
Ref No.	Qualifying Criterion	Supporting Document must have the following salient information which AAI would like to note	Enclosure check list
1(a).	Name and address of the firm/ contractor Telephone, Fax, E-mail		
1(b).	Authorized signatory (Name and Designation)		
2.			
a.	Details of Registration Registered with : Category & Limit : Valid upto :		Registration certificate copy enclosed : YES/NO
b.	Experience details forming the basis of pre qualification		
b(i).	Certificate from clients of having satisfactorily completed Three works of Rs.27.32 Lakh) (each in single contract of similar nature of work during last 7 year ending on the last date/extended date of submission of bid.	Details of the Three work(s) Work no.1 Name of Work: Work Order/ Agreement No. & dt.: Cost: Stipulated Date of Completion as per contract agreement: Actual Date of completion: Completion Cost :	Copy of certificates enclosed : YES/NO

<p>b(ii).</p>	<p>-----</p> <p>Or</p> <p>Two works of Rs. 34.15 Lakh (each in single contract of similar nature of work during last 7 years ending on the last date/extended date of submission of bid..</p>	<p>-----</p> <p>Work no.2</p> <p>Name of Work:</p> <p>Work Order/Agreement No. & dt.:</p> <p>Cost:</p> <p>Stipulated Date of Completion as per contract agreement:</p> <p>Actual Date of completion:</p> <p>Completion Cost :</p> <p>-----</p> <p>Work no.3</p> <p>Name of Work:</p> <p>Work Order/Agreement No. & dt.:</p> <p>Cost:</p> <p>Stipulated Date of Completion as per contract agreement:</p> <p>Actual Date of completion:</p> <p>Completion Cost :</p> <p>-----</p> <p>Details of the two works:</p> <p>Work no.1</p> <p>Name of Work:</p> <p>Work Order/Agreement No. & dt.:</p> <p>Cost:</p> <p>Stipulated Date of Completion</p>	<p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p>
---------------	---	--	---

<p>b(iii).</p>	<p>----- Or One work of Rs.54.64 Lakh (each in single contract of similar nature of work during last 7 years ending on the last date/extended date of submission of bid.</p>	<p>as per contract agreement: Actual Date of completion: Completion Cost :</p> <p>Work no.2 Name of Work: Work Order/AgreementNo. & dt.: Cost: Stipulated Date of Completion as per contract agreement: Actual Date of completion: Completion Cost :</p> <p>----- Details of the work: Work no.1 Name of Work: Work Order/AgreementNo. & dt.: Cost: Stipulated Date of Completion as per contract agreement: Actual Date of completion: Completion Cost :</p>	<p>-----</p>
----------------	--	---	--------------

c.	CA certified copy of Abridged Balance sheet of the firm shall be submitted along with the application. Firm showing continuous losses for the last three years in the balance sheet shall be rejected.		
d.	Whether TDS certificate from client is enclosed	Govt. Organization / Private Clients. (Tick whichever is applicable.)	YES/NO
e.	TURNOVER : Annualized average financial turnover equivalent to Indian Rupees Rs.27.32 Lakh during last three financial years.	YearINR(inLakhs) 2016-17 2017-18 2018-19	Proof of turn over enclosed (Abridged balance sheet & profit & loss A/C certified by CA) YES/NO
f.	Permanent Account No.(PAN)		Copy enclosed: YES/NO
g.	ESIC Registration		Copy enclosed: YES/NO
h.	EPF Registration		Copy enclosed: YES/NO
i.	GST Certificate		Copy enclosed: YES/NO
j.	GST Undertaking		Copy enclosed: YES/NO
k.	Affidavit regarding minimum wages (Performagiven on page A-18 of tender document)		Copy enclosed: YES/NO
l.	Performance certificate from the ongoing similar service users.		Copy enclosed: YES/NO

Place:

Date:

Signature
Authorised Signatory of the contractor/ Firm

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 & action as deemed fit by AAI can be taken against me.

Place:

Date:

Signature
Authorized Signatory of the contractor/Firm

Airports Authority of India
Item Rate Tender & Contract for Work

To,
The Airport Director,
Airport:LGBl Airport, Guwahati

Division: Aviation Safety

Tender for the work of : Job contract for Bird & Animal Hazard Control at L.G.B.I
Airport, Guwahati Assam.

Tender e-bid (Envelope I, II & III) to be published as per Critical Date Sheet on CPP portal

- (i) Envelope – I (Pre Qualification): As per Critical Date Sheet
- (ii) Envelope – II (Technical Bid): As per Critical Date Sheet
- (iii) Envelope III (Price Bid): As per Critical Date Sheet

TENDER

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

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

We agree to keep the tender open for Ninety (90) days from the date of opening of Price bid and not to make any modifications in its terms and conditions.

A sum of Rs.1,36,585/- (One Lac Thirty Six Thousand Five Hundred and Eighty Five Rupees only) is hereby forwarded in the form of fixed deposit receipt / demand draft of a Nationalized or any scheduled bank (but not from co-operative or Gramin bank) as earnest money. Further if I/We fail to commence work as specified, I/We agree that AAI or his successors in Office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage maintained in schedule of quantities and those in excess of that limit at the rates to be determined in accordance with the provision contained the tender . Further, I /We agree that in case of forfeiture of earnest money as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I / We hereby declare that, I / We shall treat the tender documents drawings and other records connected with the work as secret / confidential documents and shall not

communicate information / derived there from to any person other than a person to whom

I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Date : _____

Signature of the Contractor
Postal Address

UNCONDITIONAL ACCEPTANCE
TO BE PUT IN Cover –I
(Refer Clause 3 of Notice Inviting Tender)

To
The Airport Director
Airports Authority of India
LGBI Airport, Guwahati,
Assam – 781015

Date:

Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The tender documents for the work “Job contract for Bird & Animal Hazard Control at L.G.B.I Airport, Guwahati Assam. have been sold to me/us by Airports Authority of India and 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 on CPP portal: <https://etenders.gov.in/eprocure/app>, Which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above work.
3. The contents of the tender documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/ conditions in the tender uploaded in envelope-I,II&III. In case, any condition(s) are found in Envelope II(i.e. Technical Bid) then Envelope –III(i.e. Financial Bid) shall not be opened, or if any condition found in envelope –III (i. e. Financial Bid) the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the 10% of earnest money.
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 for this work is enclosed herewith.

Sl. No.	Name of Bank	DD.	Date	Amount

6. The required earnest money for this work has been submitted and the scanned copy of Tender Processing Fees & EMD* is attached along with duly filled and signed annexure 3

7.I/We agree that “If at any stage, any information / documents submitted by us are found to be false, we shall be liable for debarment from tendering in AAI, apart from any other appropriate /Legal action”.

Yours Faithfully

Date

(Signature of the Contractor/firm)
With Rubber Stamp

Encl: Demand Draft/

*In case of exemption from EMD necessary documents regarding the same to be uploaded.

Documents to be attached in Envelope - II

AFFIDAVIT

I..... (Name), aged years, s/o..... (Name),
Proprietor/ Managing Partner/ Managing Director of (Name of the
Agency) do hereby solemnly affirm and state as follows:

I am competent to swear this affidavit on behalf of..... (Name of agency). I
state that, in the event of work is awarded to our agency; the wages to be paid to the workers
engaged shall not be less than the minimum wages determined by appropriate Govt. Authorities
from time to time.

Dated this, the day of month Year.

DEPONENT

Place:

Date:

Note: This affidavit is to be attested by a First Class Magistrate/ Notary Public on non-
judicial stamp paper of Rs. 100/-.

GST UNDERTAKING

1. That the bidder is registered under GST and compliant of GST provision.
2. In case of non compliance of GST provisions and blockage of any input credit, the bidder shall be responsible to indemnify AAI.
3. That all input credits have been passed on to AAI by the bidder

Dated:

(Signature of the tenderer)
With rubber Stamp



संविदा की सामान्य शर्ते
GENERAL CONDITIONS OF CONTRACT

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

General Condition of Contract:-

1. On acceptance of tender Earnest Money Deposit will be treated as part of Security Deposit.
2. AAI will return the earnest money, where applicable, to every unsuccessful tenderer after completion of tendering process.
3. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection. The tenderer shall intimate if his near relative is posted as executive in any capacity in AAI.
4. The tender for work shall remain open for acceptance for a period of ninety days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of tender, which are not acceptable to department, AAI shall, without prejudice to other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
5. The notice inviting tender shall form part of the contract document. The successful contractor on acceptance of his tender by accepting Authority shall within 15 days from the stipulated date of start of the work sign the contract agreement consisting of Notice Inviting tenders, General conditions /Special conditions of the contract as issued at the time of invitation of tender and acceptance thereof together with any correspondence thereto.
6. The contract agreement shall be executed on a non-judicial stamp paper of appropriate value and the cost of the same shall be borne by the Contractor.
7. The successful Tenderer must operate the contract for the total contract period, failing which the contractor/agency may be debarred from participating in any tender in AAI for a minimum period of two years.
8. The authority shall have the right to terminate the contract after serving a notice for a period of 30 days in advance. Such notices shall be served by Registered/speed post or by hand at the respective address. Notwithstanding the above, the contractor shall continue to provide the services as per mutual agreement till alternative arrangement is made by AAI.
9. A tenderer shall submit the tender, which satisfies each and every condition laid down in this notice, failing which, the tender will be liable to be rejected. Also if the credentials submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the AAI shall take the following action:
 - a. Forfeit the entire amount of EMD submitted by the firm/company.

GCC

- b. Debar the firm for minimum three years to tender for AAI.
10. Period of contract shall be for Twelve months with provision of extending the contract for another period of Twelve months at the same terms & conditions, if found satisfactory and required by AAI.
 11. The work shall **commence from the 7th day after** the date on which the in-charge issues written order to commence work or from the date of handing over of site, whichever is later. If the contractor commits default in commencing the work as aforesaid, AAI shall without prejudice to any other right or remedy is at liberty to forfeit the earnest money absolutely.
 12. Tenderer shall be allowed monthly Payments only for which bills shall be submitted by the tenderer and same shall be processed for payment action.
 13. The contractor shall submit the bill with relevant documents by 7th of completion of next months.
 14. Security deposit @ 10% of gross value of the bill will be deducted from the each bill. Income tax and other deductions shall be made from all payments made to the contractor as per rules and regulations prevailing from time to time.
 15. The area and services may be increased or decreased as per requirement of AAI. Payment will be made for the service at the rates quoted by the contractor in the tender. No other rates shall be accepted.
 16. The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation & Abolition) Act, 1970, Contract Labour (Regulation & Abolition) Act, 1971, the Inter-State Migrant workman (Regulation of employment & conditions of Service) Act, 1979, The Minimum Wages Act, 1928 AND 1948, the Payment of Wages Act, 1936, the workmen's Compensation Act, 1923, Bonus Act and other relevant Act, Rules and Regulations, instructions etc. issued / enforced by central and state Govt from time to time.
 17. As the site of the work is in restricted area, the contractor is required to obtain Entry permits for his staff. Police verification certificate and other formalities in this regard shall be done by the contractor at his own cost. The contractor is required to obtain police verification certificate at the earliest for each employee deployed in the site not later than 30 days from the commencement of the issue of work order.

GCC

18. All disputes and differences arising out of or in any way touching or concerning this contract shall be referred to the sole arbitration of a person to be appointed by the chairman of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitrator Act & Conciliation Act, 1996 shall be applicable. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any court of Law, on this account. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city/town/ district where the airport is located.
19. During the execution of job, if any injury or damage occurs to any of contractor's worker or user/ passenger at Airport, AAI shall not be responsible and liable to pay any compensation. Contractor will be responsible in this regard.
20. Job contract for Manpower Supply for Airport Operation Control Centre at LGBI Airport, Guwahati Assam For the Year 2018-19 shall be done as per satisfaction of competent authority. Otherwise penalty will be imposed as decided by the competent authority.
21. The contractor has to apprise himself appropriately while quoting about the manpower requirement of the job. As per AAI, during the contract period a minimum manpower as per manpower deployment Schedule at LGBI Airport, Guwahati as mentioned in tender Document is an essential requirement.
22. The contractor shall pay the bonus as per bonus act to all employees at the time of any local festival or as on any agreed date.
23. The successful bidder will have to execute an agreement on non judicial stamp paper of Rs 100/- within 15 days and provide the services to AAI within the time specified by AAI.
24. The work is to be carried out in operational area.
25. Agencies must ensure that the job is done at per the satisfaction of competent authority or his authorized representative.
26. Payment to the successful bidder shall be released on submission of saturatory requirement challan (Ex ESI, EPF etc), wages slip, all deduction details, Account detail of Salary transfer to employees deployed at site for the services rendered in the particular month along with invoice.

GCC

27. Payment through bank A/C is mandatory hence the monthly wages to all employees deployed at site should disburse through bank and to the respective employees A/C. The contractor is required to submit bank A/C, EPF,ESI individual code no to the competent authority or AAI representative within one month from the date of issue work order .
28. The statutory requirement like EPF, ESI is mandatory. The contractor has to provide ESI card to all employees deployed by him at site irrespective of any number within one month of taken over contract.
29. The authority shall have the right to terminate the contract after serving a notice for a period of 30 days in advance if the contractor fails to comply the clause no 27 and 28 of GCC.
30. EPF & ESI, amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.
31. The quoted rate should not include GST, Labour components of PF, ESI, and Bonus as per the prevalent Govt Guidelines. All the payment towards PF,ESI, & Bonus will be reimbursed on production of documentary evidence/proof of depositing /proof of remittance of such amount to statutory, regulatory authorities. Any additional statutory taxes by state govt will be reimbursed on production of documentary evidence of payment to statutory, regulatory authority duly certified by the in charge.
32. No escalation on item is applicable, however agency will be entitled to get reimbursement of hike in minimum wages, PF, ESI contribution on production of documentary evidence.
33. Scope of Work:
 - Birds/ animal chasing by bursting of Crackers and using of devices deployed by AAI, collection of FODs from Operational Area.
 - Wild Life Control by surveillance in Operational Area.
 - Removal of dead birds/animals from Operational Area, disposal of polythene/stray kites/pebble, from Operational Area

SCHEDULE –A

SL. NO	DESCRIPTION	APPLICABLE TO THIS CONTRACT
01	Name of work	Job contract for Bird & Animal Hazard Control at L.G.B.I Airport, Guwahati Assam
02	Work cost	Rs. 68,29,272/-
03	Accepting Authority	Airport Director, AAI, LGBI Airport, Guwahati
04	Cost of tender Document	Rs. 1120/- (i/c GST) (Payment by DD of any Nationalized Bank, in favour of “Airports Authority of India”, payable at Guwahati.)
05	Last date of sale of tender	As per Critical Data Sheet
06	Last date of submission Documents for Envelop (I,II,III)	As per Critical Data Sheet
07	Office where queries can be made	As per NIT
08	Date of opening of pre-qualification bid	As per Critical Data Sheet
09	Date of opening of Technical bid	As per critical data sheet.
10	Date of opening of Financial bid	Shall be notify through CPP portal
11	Earnest money	As per Critical Data Sheet
12	Competent authority to grand extension of time	Accepting authority

GCC



SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS

1. GENERAL

- i. Special conditions shall be read in conjunctions with General Conditions of Contract and other document forming part of this contract wherever the context so requires.
- ii. Notwithstanding sub division of these documents into separate sections every part of each shall be deemed to be supplementary to and complementary of each every other part and shall be read with and into the contract so far as it may be practicable to do so.
- iii. Where any portions of General Conditions of Contract is repugnant to or at any variance with any provisions of Special Conditions of Contract unless a different intension appears, the provision of Special Conditions of Contract shall be deemed to override the provisions of General Conditions of Contract and shall to the extent of such repugnancy, or variations prevail.
- iv. Contractor's obligations: The manpower service provider.

2. Job Description/Specification, Qualification of Manpower

i Sr. Supervisor (Skilled)

- a) Planning & execution of Bird Chaser and supervisor deployment of staff.
- b) Co-ordination with Office of Head of Aviation Safety Directorate at LGBI Airport for time to requirement and instruction
- c) Co-ordinate and facilitate various visit and inspection of operational area related to wild life control on airside.
- d) Monitoring and reporting the serviceability of all equipment deployed for the work.
- e) Maintenance of various records, attendance related to the work.
- f) Movement and maintenance of files, papers, equipments, crackers, Gas Gun, Cages and other associated accessories, within the airport and outside airport.
- g) Dispatch and receipt of files, letters etc. To and fro with various AAI offices including various state/central govt. Offices/PSU.
- h) Any other work assigned by AAI in connection with smooth functioning of Bird and animal control at the LGBI Airport.
- i) Candidate should be minimum Graduate with prior two years work experience in similar work.

ii Supervisor (Semi-Skilled)

- a) Deployment of Bird chaser according to the schedule.
- b) Monitoring the working of Bird chasers and modify the deployment, if need arises.
- c) Issuing the crackers to bird chasers.
- d) Cage placement
- e) Work as replacement of bird chaser in case of break.
- f) Monitoring and reporting of equipment serviceability in each shift.
- g) Close monitoring of operational area from bird and animal control point of view and provide proper input for cage placement and bird chaser deployment.
- h) Reporting any abnormality observed to Sr. Supervisor.
- i) Any other work assigned by AAI in connection with smooth functioning of the Airport.
- j) Candidate should be minimum Class X pass with One years work experience.
- k) Any work assigned by APD or its authorized representative

iii. Bird Chaser (Unskilled)

- a) Have to perform bird and animal Scaring activity
 - b) Blowing of cracker for bird scaring.
 - c) Cage placement for trapping the unwanted animal in operational area.
 - d) Reporting abnormality if anything observed
 - e) Close watch on bird scaring booth and adjoin area for any potential hazard and give their input to supervisor.
 - f) Person should be physically very fit and agile to tackle any situation with prior One year work experience in similar work.
 - g) Any work assigned by APD or its authorized representative.
- 2 For all intents and purposes, the service providing Company shall be the “Employer” within the meaning of different Labour Legislations in respect of personnel so employed and deployed as per **Manpower Deployment Schedule**. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction to supervisor for undertaking the contractual obligation. The persons deployed by the Company in AAI shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against Airports Authority of India.
 - 3 The manpower service provider/contractor will be responsible for the antecedents of the personnel deputed for the work. It is the responsibilities of contractor to obtain ‘Police verification’ before deploying them in AAI. The contractor shall obtain all necessary regulations, licensees, approvals and sections under the labour laws and others statutory requirements as applicable from time to time.
 - 4 The contractor will accept full and exclusive liability for the all the payment to be made by it to its staff in accordance with the law of the land including any statutory obligations under the law imposed by the central government/state government/governments of local bodies. Any new statutory liability/levy imposed after submission of tenders, will be borne/compensated by AAI.
 - 5 AAI will have no liability whatsoever concerning the personnel deployed by the contractor and the contractor will keep AAI indemnified against all losses, damages or liabilities arising out of or imposed in connection with the service provided by it.
 - 6 Penalty if any imposed by any court for legal violation including third party liabilities, if any shall be recovered from the bills submitted for payment by the contractors.
 - 7 The manpower service provider/contractor shall comply with all acts, laws or other statutory rules, regulation, bye laws applicable or which might become applicable too. With regards to the performance of the work included herein. The contractor shall comply with minimum wages act 1948, contract labour (regulation and abolition act), industrial dispute act 1948, workers compensation act 1954, PF and misc. Provisions act and other applicable acts and rule and regulation etc. The contractor will keep AAI indemnified from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of provision of any act, rule and regulations as applicable from time to time.
 - 8 The contractor can claim the increase in minimum wages and resultant increase in PF, ESI & bonus contributions of the principle employers and any other increase in relation to wages/taxes announced by the central government/ Assam Govt. which shall be compensated by Principle Employer only for the actual amount increased so as to enable the Contractor to meet the statutory obligations time to time.

- 9 For any infringement of this provisions AAI shall be at liberty to resign contract without any liability to any compensation whatsoever to contractor.
- 10 If Airport Director or its authorized representative is not satisfied with the manner or performance of the service provided by the contractor then the contractor will have to take such remedial measures as it may be called upon to do to the entire satisfaction of Airport Director.
- 11 The manpower service provider/contractor shall be exclusively be liable and responsible for their wages, PF, bonus, ESI and all other payments as may be applicable and full compliance in their respect with all statutory laws, rules and regulation as applicable to them.
- 12 The manpower service provider/contractor shall open a bank account of all the employees and shall make regular and full payments of their wages/ salaries and other payments to the employees. The payments of the employees shall be deposited in their bank accounts through RTGS/NEFT. The contractor shall furnish necessary proofs such bank deposit slips by 15th day of the respective months.
- 13 The manpower service provider/contractor shall also be liable to pay PF contribution within 15th of every month.
- 14 The manpower service provider/contractor shall maintain all registers, returns, forms etc required under various acts which shall be inspected by Airport Director or by his authorized representative time to time. The engagement of outsource person shall be purely on temporary basis.
- 15 Contractor is liable to pay all taxes, duties, royalty's statutory minimum payments/contributions to be paid to and/or on behalf of the manpower supplied by the tenderer / overheads etc. Except GST, this shall be raised by the manpower service provider/contractor along with the bill and same will be paid by AAI.
- 16 The duty hours of the staff deployed will be 8 hours per day. Working hours will be communicated by the HOD , Aviation Safety Directorate on award of work. However the duty of the deployed staff will commence from such time as may be directed by the Airport Director. The persons may be called on and after beyond working /office hours as required by Airport Director. The manpower service provider /contractor shall indemnify and hold harmless AAI, its officer and staff against any claims demands, losses damages, penalties, any claim under the payment of wages act, 1936, and/or the minimum wages act, 1948 or any statutory obligation arising out of any other act or acts or on behalf of any person employed by him.

17. PERFORMANCE SECURITY

- I. Tender security (EMD) submitted with the tender by the successful tenderer will be retained by the employer as performance security. The performance security will be refunded only after the completion of work in all respects by the contractor and formal issues of completion certificate by the employer.
- II. The contractor shall maintain adequate manpower as per requirement. The contractor shall provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.
- III. Contractor shall, on award of the contract, furnish the list containing names and address of the manpower which he propose to deploy with AAI along with their police verification reports.
- IV. Contractor shall, on day to day basis, find out whether the deployment is full and in case of absentees

he shall make replacement immediately. The payment in respect of the overlapping period of replacement / substitute shall be the responsibility of the service provider /contractor.

- V. The contractor shall be entitled to take from time to time by way of accounts payments only for such man power supply job as in the opinion of Airport Director he has satisfactorily performed in terms of contract. The contractor will submit bills for duly performed by the personal deployment for official purposes to the difference sections/departments at AAI in appropriate form duly certified by the authorized section head and produce the records and documentary proof of payments and satisfactory.

18. PAYMENT TERMS

- I. The lump sum amount payable by AAI to the manpower service provider on production of bill shall include
 - a. The work value as per Agreement and associated GST
 - b. Reimbursement of PF & ESI contribution and Bonus as per statutory norms.
- II. The aforesaid consideration will be paid by AAI to the manpower service provider within 15 days against the invoices supported by bank deposit slip, PF & ESI Contribution of each employee at the end of each month, in duplicate. After deduction towards, income tax and other statutory deductions as applicable under the income tax act, 1961, shall be made from all payments made to the manpower service provider and in respect of such deductions necessary certificates of tax deduction shall be given; the manpower service provider shall provide details every month regarding submission of statutory payments towards PF, ESI etc. In account of outsourced personnel with the appropriate authorities. The monthly payment to the outsourced personnel shall be made as per Fair \ Minimum wages as announced by statutory authority by 15th day of every month.
- III. AAI reserves the right to increase/decrease the number of manpower under different categories depending as per its requirement.
- IV. The bill shall be raised monthly by the contractor in duplicate along with following documents & records and be submitted to Airport Director by 07th of bill due month and payment there of shall be made by AAI, (by Electronic Money transfer directly to the account) within fortnight subject to Undisputed claim: Attendance of the Manpower Provided to AAI for Job Work/Services provided during the month.
- V. The contractor has to submit statement of payment made by AAI in previous month in respect of Manpower provided to AAI for Job Work/Services provided with regard to (a) Attendance, (b) Wage including VDA, (c) EPF, (e) ESI, and (f) Service Charge of contractor including deductions from each person's as individual contribution in each head as per Government norms and net payment made by the contractor to each person. Any other records as per prevailing provision of labour laws issued by local Government Authority.
- VI. Proof of ESI payment made in previous month to appropriate Government Authority (Copy of Challan etc) in respect of Manpower provided to AAI.
- VII. Proof of EPF payment made in previous month to appropriate Government Authority (Copy of Challan etc) in respect of Manpower provided to AAI.
- VIII. Undertaking by contractor for compliance of all labour laws and payment of minimum wage to manpower provided to AAI in previous month. No dues certificate duly signed by each worker need to be submitted in this regards.
- IX. Proof of payment paid to respective Bank account of all employees.
- X. Payment to the Manpower deployed for Job work/Services for above said work by the contractor to be made on or before 7th of each month to the respective Bank account of the employees.
- XI. In the event of any dispute the decision of AAI shall be final and binding on Contractor.

19. The outsourced staff deployed at AAI maintains complete secrecy and confidentiality about their work assignments in AAI.
20. The outsourced staff shall ensure safe custody of all data/ information specific to any project of AAI and shall maintain confidentiality in not divulging/ disclosing the same to any third party, under any circumstances.
21. Avoid use of any official information concerning AAI for any non-official purpose;
22. The ownership and copyright of all data, drawings, reports and other documents, prepared by the outsourced staff during the discharge of his/ her duties in AAI shall rest exclusively with AAI;
23. For the purpose of this Clause "Confidential Information" shall mean any knowhow, as well as any other knowledge, data or information of any technical, commercial or financial nature which is furnished to or obtained by outsourcing staff directly or indirectly, during execution of their duties, in AAI.
24. AAI provides equal opportunity to women for work. All outsourced support staff shall show gender sensitizing
25. Integrity: Each of the outsourced support staff so deployed must maintain highest standards of integrity and ethics.
26. The agency shall ensure that the individual person deployed in or through the Airport Authority of India is physically fit, competent to discharge the duties assigned with the post and have requisite experience and qualifications.
27. In case the personnel deployed by the successful Agency commits any act of Omission/ Commission which amounts to misconduct/ indiscipline/ incompetence, the successful Agency will be liable to take appropriate disciplinary/ legal action against such persons, including their removal from site of work, when required by AAI.
28. The Agency shall replace immediately any of its personnel who are found unacceptable to the Airport Authority of India because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of the AAI.
29. The Agency shall depute a coordinator who would be responsible for immediate interaction with the Airport Authority of India so that optimal services of the persons deployed by the Agency could be availed without any disruption.
30. The Agency shall immediately provide a substitute in the event of any person absenting for duty on any day, leaving the job or is removed. The delay by the agency in providing a substitute beyond three working days shall attract a pre- estimated agreed liquidated damage @ 2 times the pro-rata remuneration per day per personnel on the service providing agency.
31. The Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. The Airport Authority of India shall, in no way be responsible for settlement of such issues whatsoever.
32. The Airport Authority of India shall not be responsible for any damages, losses, claims, financial or injury to any other person deployed by service providing agency in the course of their performing the functions/ duties, or for payment towards any compensation.

33. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service providing agency shall not be entitled to and will have no claim or any absorption nor any relaxation for absorption in the regular/ otherwise capacity in Airports Authority of India.
34. The Agency shall maintain all statutory registers under the applicable law. The Agency shall produce the same, on demand, to the concerned authority of the Airports Authority of India or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.
35. In case, the Agency fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the Airport Authority of India is put to any loss/ obligation, monetary or otherwise, the AAI will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary.
36. In case of breach of any of the terms and conditions attached to this contract, the Performance Security Deposit of the Agency will be liable to be forfeited by the Airport Authority of India besides annulment of the contract and the agency become liable for blacklisting.
37. The amount of pre-estimated agreed liquidated damages calculated @ 2 times the pro-rata remuneration per day per person on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Agency shall be deducted from the bills of the service providing Agency in the following Bill.
38. Airports Authority of India reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the Manpower placement agency
39. Prior to commencement of this contract, the contractor shall submit a list of his employees who will be deployed along with their bank account number, other relevant details as per requirement of this contract. The PF account no and ESI card of the workers deployed by the contractor for this contract shall be submitted to Airport Director within one month from the date of award of the contract.
40. AAI shall not entertain any claim from either contractor or his employee for regular employment/absorption in AAI.
41. Disbursement of wages preferably in the form of Account payee cheque / or credited to the employee Bank Account with ATM debit card facility shall be made by the contractor to the Workers preferably within 7th of each calendar month and a list in respect of wages paid to the worker along with bank statement has to submit to the AAI monthly.
42. The bill submitted will consist of bill and EPF, ESI, Wage slip details (signed by the deployed manpower), Deduction of EPF and ESI (Signed by the deployed manpower) signed and certified by the contractor in each and every pages & Bank statement of wages paid.
43. AAI shall withhold any payment due to the contractor, If PF and other applicable statutory contribution are not paid by the contractor and proof to that effect has not been submitted regularly to AAI.
44. AAI shall call upon the contractor to produce all original challan, documents etc for verification with regard to payment of minimum wages, PF etc. In case of any violation of statutory provision with regard to minimum wages, PF etc, AAI may refer the case to the appropriate authority to take action against the erring contractor and AAI shall not be responsible for any consequence thereof.

45. The employee deployed by the contractor should have know led of minimum communicative language and the Skill supervisor should know minimum English, Hindi, local language. The employee should polite in nature and show due respect towards the guest and have the capacity to handle the high profile guest.
46. Contractor shall provide the photo identity card/badge & uniform and Reflector Jackets (for the persons working in operational area) to all his employees, indicating name, designation etc.
47. Contractor must nominate one supervisor who shall be available and coordinate O/o The DGM (Ops) from 1000 hrs to 1800 hrs in working days and on call basis.
48. If the AAI is not satisfied with the conduct, behavior etc. of any of the staff/ operating crew of contractor, the contractor shall replace the person concern as per advice of the AAI.
49. **SUBLETTING OF CONTRACT:-** The work shall not be sublet/assigned directly or indirectly to other agencies without prior written consent of the competent authority of the AAI.
50. **The price quoted shall be firm inclusive of all other taxes, minimum wages, uniform, etc. per staff per day excluding PF/ESI contribution of employer , Bonus & GST. No. additional payment such as contractor profit will be reimbursed due to increased wages.**

The current rate of minimum wages (w.e.f. 01.10.2019) is given below for reference:-

Un-Skilled	-	Rs.503/- per day
Semi-skilled	-	Rs 569/- per day
Skilled	-	Rs 666/- per day

51. Minimum Labour Required to be deployed at various location on daily Basis

Manpower Deployment Schedule

Sl. No.	Manpower Requirement	Grade	Qty	Working Day in a week
1	Sr. Supervisor	Skilled	1	6 Day
2	Supervisor	Semi skilled	5	7 Day
3	Bird Chaser	Unskilled	25	7 Day

The shift timing will be decided by APD or his authorized representative. Above worker quantity mentioned in is excluding leave vacancy.

52. The agency is also required to provide specific uniform and safety device to the each manpower deployed at site for the work as details below:-

Pant	Minimum 2	Black
Shirt/ T-shirt	Minimum 2	Light Grey
Shoes	One pair	Black
Gum boot	One pair	Black
Sweater	Minimum 1	
High Visibility Jacket	Minimum 1	
Rain Coat/Umbrella	Minimum 1	

Bamboo sticks for each worker on the duty.

53. Penalty will be imposed for non-deployment of manpower is as follows:

Sl. No.	Designation	Recovery Rate per shift per person(In Rs)
1.	Sr. Supervisor, Supervisor, Bird Chaser	Non payment of Minimum Wages for the day.

54. The contractor shall provide copies of PF & ESI challans of monthly contributions in respect of contract workers engaged for contract work on month to month basis. If PF/ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dated, AAI reserves the right to withhold 24% amount of full wages payment against PF and 3.5% of full wages payment against ESI from the running account payments.

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

Sl. No.	Violation	Recovery
1	Non wearing of Uniform	Rs.100/- per person per day
2	Non wearing of High Visibility Jackets	Rs.100/- per person per day
3	Non provision of sticks (lathis)	Rs.100/- per person per day
4	Penalty for failure to control Bird/ Animal Hazard	Rs.3,000/- per incident

Agreement Format

No: -

This Agreement made on this ----- between Airports Authority of India as a statutory corporation incorporated under Section 18 (2) of the Airports Authority of India Act 1994 having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi – 110003. Through its Airport Director, LGBI Airport, Guwahati, (herein after referred to as “OWNER” or “AAI” which expression shall include its Administrators, Successors, Executors and Assigns) of the one part and ----- Referred to as “CONTRACTOR” which expression shall include its Administrators, Successors, Executors and permitted assigns of the other part. Whereas Airports Authority of India is desirous of getting the work of -----.” (Herein after called the “WORK”) done and had invited tenders for this work as per its Tender Specification.

And whereas has ----- participated in the above referred bidding vide their proposal dated ----- and Airports Authority of India accepted their aforesaid proposal and awarded the work to ----- as per terms and conditions contained in its award letter number ----- and the documents referred to therein which have been accepted by ----- resulting in to a “CONTRACT”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

Article 1.0 AWARD OF CONTRACT:-

Airports Authority of India has awarded the contract to ----- for the work ----- Along with the terms and conditions contained in its award letter Number ----- and documents referred to therein. The award has taken effects from the ----- The terms and expressions used in this agreement shall have the same meaning as are assigned to them in the “CONTRACT DOCUMENTS” referred to in this succeeding article.

Article 2.0 CONTRACT DOCUMENTS:

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (herein after referred to as (“CONTRACT DOCUMENTS”).)

SR. NO.	NAME OF DOCUMENTS	PAGE NO.
1	Agreement Paper	
2	Notice Inviting Tender	
3	Pre-qualification Performa	
4	DE 8 - Tender Form	
5	Form of Bank Guarantee against EMD	
6	Letter of understanding from the Depositor to Bank	
7	Affidavit for no dues	
8	Affidavit for minimum wages act	
9	Undertaking for L-1 before award of work	

10	Unconditional Acceptance Letter	
11	Undertaking for GST compliances	
12	General Conditions of Contract	
13	List of Approved Make	
16	Special Terms and Conditions of the Contract	
17	Schedule of ,	
18	Performa for appointment of Arbitrator	
19	Performa for bank guarantee in lieu of security deposit	
20	Performa for E-payment	
21	Help Desk for E-Tender	
22	Work Order (i/c Schedule of quantities)	
23	Un-Conditional Acceptance Letter	
24	EMD DD	
26	Authority Letter with ID Proof	

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

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

Article 3.0 CONDITION & CO-VENANTS :

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

The scope of the work shall also include supply of all such items which are not specifically mentioned in the Contract Documents, but which are needed for successful, efficient, safe and reliable execution of the work unless otherwise specifically excluded in the specifications under "exclusions" of letter of award.

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

Article 4.0 SETTLEMENT OF DISPUTES:

It is specifically agreed by and between the parties that all the difference or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by

process of settlement and arbitration, as specified in clause 25 of the General Conditions of the Contract and provisions of the Indian Arbitration Act 1996 shall apply and Mumbai Courts alone shall have exclusive jurisdiction over the same.

Article 4.1 NOTICE OF DEFAULT.

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

This Contract Agreement is allotted the -----

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

(Signature of Contractor) -----	(Signature of Owners) ----- -----
WITNESS	WITNESS
1.	1.
2.	2.

Financial Bid to be submitted in Cover III only.
(BOQ format for illustration only)

Item Rate BoQ

Print
Help

BOQBIRDCHASERS [Compatibility Mode] - Microsoft Excel

Item Rate BoQ						
Tender Inviting Authority: Airport Director, AAI, LGBI Airport, Guwahati, Assam - 781015.						
Name of Work: Job Contract for Bird and Animal hazard control at LGBI Airport, Guwahati.						
Contract No: AAI_GHT_SAFETY_BIRD CHASER_2019_20 / E-TENDER id:						
Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units, No. of days	BASIC RATE In Figures To be entered by the Bidder as per para 50 of special condition of contract	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Sr. Supervisor Skilled	1	313		0.00	INR Zero Only
2	Supervisor Semi Skilled	5	365		0.00	INR Zero Only
3	Bird Chaser Unskilled	25	365		Rate Entry Please enter Basic Rate in Rupees for this item.	INR Zero Only
Total in Figures						INR Zero Only

Signature Not Verified

Digitally signed by ASIM KANT
Date: 2018.08.06 11:43:42 IST
Location: eProcurement System for Central PSUs

