

भारतीय विमानपत्तन प्राधिकरण
वन्य जीव खतरा प्रबंधन के लिए संविदा की शर्तें
CONDITIONS OF CONTRACT FOR WILD LIFE HAZARD MANAGEMENT
AIRPORTS AUTHORITY OF INDIA



Name of work: "Job Contract for Wild Life Hazard Management in operational area i/c allied services at C.A. Porbandar for two years (2021-23)."

E Bid Reference No. : AAI/POR/ATM/e-NIT-01/20-21

Tender ID : 2020_AAI_63264

DRAFT NIT

Prepared By

Checked By

Approved By

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AAI, Porbandar

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AAI, Porbandar

पोरबंदर विमानपत्तन, पोरबंदर

PORBANDAR AIRPORT

SECTION - A
NOTICE INVITING e –TENDER

1. Item rate (s) tenders are invited through the e-tendering logging in CPP portal URL address www.etenders.gov.in by SM (ATM), AAI, Porbandar Airport, Porbandar, Gujarat – 360 577 on behalf of Chairman, AAI from the eligible contractors for the work of “**Job Contract for Wild Life Hazard Management in operational area of Airport at Porbandar for Two Years (2021-2023)**”. Estimated Cost: Rs. 29,79,600/- (Rs. Twenty-Nine Lakhs Seventy Nine Thousand Six Hundred Only) Excluding EPF/ESI/BONUS/GST.

(Rupees Twenty-Seven Lacs Thirty-Eight Thousand Four Hundred Twenty-Four Only). with period of completion **24 (Twenty-Four)** Months (Further extendable up to 1 year upon satisfactory performance).

2. The tenderer may also take guidance from AAI Help Desk Support through path aai.aero/tender/e-tender/ help desk support. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk details are as below:

: 0120-4200462, 0120-4001002, Mobile: 91 8826246593, E-mail: supportproc@nic.in

Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject

while e-mailing any issue along with the contact details.

(II) For any further technical assistance with regard to functioning of CPP portal the bidder

may contact to the following AAI help desk numbers on all working days only between

(i) 08.00 hrs to 20.00 hrs (Mon-Sat)-011-24632950, Ext-3512 (Six lines), E-Mail: - eprochelp@aai.aero

(ii) 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.

(iii) 09.30 hrs to 18.00 hrs (Mon-Fri)- 011-24657900, E-Mail: - gmitchq@aai.aero

4. Bid Manager can be contacted as below on all working days from 9:30 Hrs. to 18:00 Hrs.

AGM (Engg-Elect)

Airports Authority of India

Porbandar Airport

3. Critical Dates for Tender are as below-

Sl.No	Activity	Date & Time
1	Publish Date & Time	04/01/2021, 1800 Hrs.
2	Bid Document Download/Sale Start Date & Time	05/01/2021, 0900 Hrs.
3	Clarification Start Date & Time	05/01/2021, 0900 Hrs.
4	Clarification End Date & Time	11/01/2021, 1800 Hrs.
5	Bid submission Start Date & Time	05/01/2021, 0900 Hrs.
6	Bid Submission End Date & Time	19/01/2021, 1800 Hrs.
7	Bid Document Download/Sale End Date & Time	19/01/2021, 1800 Hrs.
8	Opening of envelope-1	22/01/2021, 1100 Hrs.
9	Opening of Price/ Financial Biddings (Envelope 2)	To be notified to bidder after bid evaluation for Envelope-I

Following 2 envelopes shall be submitted through online at e-portal by the bidder. Last date and time of submission of bids (Envelop I&II) are mentioned in the critical date sheet.

4. **Envelope-I (cover I-Fee/Prequal/Technical):** - Containing qualifying requirements of Contractor

3.1 Firms, tender Fee, EMD and acceptance letter

The tenderer shall submit their application by downloading the “PQ Proforma” from the e-tendering portal, fill-up the required information and upload the digitally signed file of scanned documents and firm’s bio-data in support of their meeting each criteria mentioned below in the ‘PQQ’ folder in ‘Fee/Prequal/Technical’ Section in the portal. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

Tender Processing fee of Rs. 1180/- (i/c GST & non-refundable) & EMD amount of Rs. 59,592/- will be required to be paid online through the payment gateway of State Bank of India integrated / mapped with CPP Portal by AAI.

Note: -

- (a) **EMD** amount in the form DD or any other mode than online payment shall not be accepted. Vendors shall also note that they are not required to contact any AAI employee or submit any documentary evidence of submission of EMD during the process of the tender.
- (b) **Refund of EMD:** The refund of EMD to tenderers who fails to qualify in the eligibility/ technical criteria, shall be initiated as below:
- (i) The online payment made against tender processing fee by the bidder will remain on ‘Tender Settlement Account’ and EMD amount will remains in ‘Pooling Account’.
 - (ii) After Opening the tender and submission of technical evaluation report on the CPP portal The EMD of technically qualified bidders will remain in the pooling account and EMD amount of rejected bidders will be refunded to their source account.
 - (iii) After submission of financial evaluation report on the CPP portal, the EMD of L1 bidders will remain in the pooling account and EMD amount of rejected bidders will be refunded to their source account.
 - (iv) After A.O.C. completion on the portal, EMD amount of L1 bidder will be refunded to their source account subject to Adjustment of Security Deposit (SD) as per NIT Condition.

3.2. **Qualifying requirements of Contractors-** Bidder shall submit Scanned Copy and duly digitally signed of the following documents in the 'PQQ' folder in 'Fee/Pre-Qual/Technical' Section (Envelope-I): -:

- (a) Online payment challan copy against Tender Fees,
- (b) Online payment challan copy in respect of EMD Fees,
- (c) Power of Attorney or Authorization (If applicable)
- (d) Valid MSME registration certificate in appropriate class/category issued by the Competent Authority, in case of seeking for exemption of EMD by the MSME registered firms.
- (e) Copy of Certificate of Registration / Partnership Deed / Memorandum of Article and Memorandum of Association (MOA), as the case may be for proprietorship/ Partnership firms registered under Shop and Establishment Act / Pvt. Ltd. Company/ Company registered under Companies Act.
- (f) Should have satisfactorily completed (Phase/Part completion of the scope of work in a contract shall not be considered), three works, each of Rs. 5,95,920/- Per annum or two works, each of Rs. 7,44,900/- Per annum or one work of Rs. 11,91,840/- Per annum in single contract of similar nature of work or any manpower supply related work during last seven years ending on 31-03-2020 in India. 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 Organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.
- (g) Should have annualized average financial turnover of Rs 4,46,940/- against works executed during last three years ending 31st March 2020. As a proof, copy of Abridge Balance Sheet along with Profit and 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.
- (h) Firm shall submit copy of PAN card, Goods & Service Tax (GST) registration, EPF and ESIC registration certificate.

(i) Unconditional Acceptance letter of AAI's Tender Conditions as per Annexure-I and Declaration as per Annexure-II of tender document and Undertaking for GST registration & complying its provisions as per Annexure-III of tender document duly digitally signed shall be submit.

(j) The contractor shall submit a certificate of **Trained Team Leader / Supervisor from Forest Department / Bird Sanctuaries for wildlife or working experience in Forest Department / Bird Life Sanctuary for handling wildlife at least 10 years.**

In the event of any such information pertaining to the aforesaid matter found incorrect at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation/ cancellation/termination without any notice at the sole discretion of AAI.

5. **Envelope-II: - The Financial e-bid through CPP Portal.**

The tenderer shall upload schedule of price bid duly digitally signed in the form of BOQ.xls

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 blue 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 file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. **Bid Submission:**

Bids shall be submitted online only at CPPP website: www.etenders.gov.in Tenderers/Contractors are advised to follow the instructions.

"Instructions to Bidder for Online Bid Submission".

Further it may be noted that tenders who are duly submitted on e-tender portal (CPPP) shall only be final and tenders just saved without submission will not be available to the evaluation purpose. Bidders are requested to go through FAQ and help files available in the portal (CPPP). In case of any difficulty, bidders may contact the help desk numbers and emails ID provided in the CPP Portal. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

7. 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.

- a) Consortium/JV companies shall not be permitted to participate in tender process.
- b) Not more than one tender shall be submitted by one contractor 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.

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

9. Benefits to micro & small enterprises (MSEs)

9.1. Exemption from paying tender fee & earnest money deposit: Micro and small enterprises (MSEs) – registered with district industries centers or khadi and village industries commission or khadi and village industries board or coir board or national small industries corporation or directorate of handicraft and handloom or any other body specified by the ministry of micro, small and medium enterprises as MSMED Act,2006 for goods produced and services rendered-shall be issued tender documents free of cost and shall be exempted from paying earnest money deposit(EMD).

9.2. Price preference: Price preference will be given to MSEs as per government guidelines.

Note:

a) The benefit as above to MSEs shall be available only for goods / services produced and provided by MSEs for which they are registered.

b) MSEs seeking exemption and benefits shall enclose an attested/ self-certified copy of valid registration certificate, giving details of such validity, stores/services etc. in Envelope-I, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

10. **Bids Opening Process is as below: -**

Envelop – I (Cover-I): Containing Documents for pre-qualification bid (uploaded by the contractors / firms) shall be opened as per stipulated date and time mentioned in critical date sheet. The intimation regarding acceptance / rejection of their bids will be intimated to the contractors / firms through e-tendering portal. **Tender Processing fee of Rs. 1180/- (i/c GST & non-refundable) & EMD amount of Rs. 59,592/- will be required to be paid online through the payment gateway of State Bank of India integrated / mapped with CPP Portal by AAI.**

If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelop – I (Cover-I), he will be asked to provide it through collaboration folder in e-tendering portal. The bidders upload the requisite clarification / documents within time specified by AAI, failing which tender will be liable for rejection.

Envelop – II (Cover-II): The financial bids of contractors / firms found to be meeting the qualifying requirements and technical criteria shall be opened. The date of opening shall be communicated to bidder after bid evaluation for envelope-I.

AAI reserves the right to accept or reject any or all applicants without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.

11. AAI reserves the right to disallow issue of tender document to 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 reserves 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 firm 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.

12. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on date of acceptance.

13. If the entity participating in any of the tenders is a private or public limited company, Partnership firm or proprietor 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.

14. AAI is not responsible for postal delay in submission of original Demand Drafts against tender cost and EMD and also delay due to link failure/internet problem etc. in respect of submission/receipt of any documents or in submission of e-bid. Bidders who are intending to submit responsive e-Bids are requested to submit the same well in advance before the due date & time. It is the responsibility of the Bidder to make sure that the required DD/documents/e-Bid is submitted in time.

SM (ATM)
AAI, Porbandar

SECTION – B (I)

GENERAL INFORMATION AND GUIDELINES

1. Purpose and Scope of Tender Document -
 - 1.1. This tender sets out the terms and conditions, General conditions of contract and qualitative requirements to be met for “job contract for wild life hazard managements” per scope of work given in the tender document.
 - 1.2. The tender must be valid for a minimum of 180 days from the date of opening of Envelope – I “Fee/Technical/PQ Requirements”.
2. E-Tendering Participation Requirements: Prospective bidders are required to carry out the following activities.
 - 2.1 Registration: The tendering process is online at e-portal URL address www.etenders.gov.in. Aspiring bidders may go through the tender document by login the CPP portal. Prospective Tenderer are advised to get themselves acquainted for e-tendering participation requirements at “instruction for Online Bid Submission”, register themselves at CPP portal, obtain „User ID“ & „Password“ and go through the „self-help files“ available in the home page after login to the CPP portal www.etenders.gov.in. They should also obtain Digital Signature Certificate (DSC) in parallel which is essential for submission of their application. The process normally takes 03 days“ time. The Tenderer may also take guidance from CPP Portal/AAI Help Desk Support.
 - 2.2 Login ID: Bidder shall click „Apply for Access Authentication“ and fill in details. On saving the details, a password for the registered bidder shall be generated by the system and the password shall be sent to the bidder’s e-mail ID which was filled in during registration. On receipt of e-mail, the login ID is ready with the bidder to proceed further.
 - 2.3 General Guidelines for Bidders: General guidelines for bidders to proceed further in the tender process are available in CPP e-procurement portal under Self Help Files Tab. Bidders shall go through the guidelines before submitting their bids on-line.
 - 2.4 Digital Certificates: Bidder shall have a legally valid class III digital certificate as per Indian IT Act, 2000 from the licensed Certifying Authorities, operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities of India (CCA). Please see www.cca.gov.in for licensed CA’s in India.
 - 2.5 On-Line E – Tendering: For all AAI tenders hosted on CPP e-procurement portal, all the documents including tender fee and EMD shall be submitted off line only. However, documents which have to be submitted offline have been mentioned in this tender document.
 - 2.6 Bidder’s Training Support System: On – Line Training and Technical assistance for interested bidders shall be available as follows.

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

3. Tender Document -

3.1 Tender document containing E-NIT, General Information and Guidelines, Terms and Conditions, General Conditions of Contract etc. may be downloaded from e-tender portal <http://etenders.gov.in/eprocure/app>. Tender Processing fee of Rs. 1180/- (i/c GST & non-refundable) & EMD amount of Rs. 59,592/- will be required to be paid online through the payment gateway of State Bank of India integrated / mapped with CPP Portal by AAI or Valid MSME/NSIC certificate in appropriate class/category of work/services for exemption of Tender Fee and EMD (if applicable).

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

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

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

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

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

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

5 Submission of Tender Documents -

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

5.2 E-procurement system shall not allow bidders to submit their tender, after the scheduled date and time. Bidders shall submit tender before the schedule deadline specified in NIC CPP e-portal of this tender document or the extended deadline notified by issue of corrigendum, as the case may be.

5.3 Envelope – It shall contain only price bid. 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.

5.4 Micro and small enterprises (MSEs) registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and Handloom etc. for goods produced and services rendered and found eligible for benefits as per Notice Inviting e Tender shall be issued tender documents free of cost and shall be exempted from paying earnest money deposit (EMD).

Price preference

Further in tender participating MSEs quoting price within the price band of L1 + 15 Percent, shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price, in a situation where L1 price is from someone other than a Micro and small enterprises such micro and small enterprises shall be allowed to supply up to 20 percent of total tendered value. In case of more than one such MSEs, the supply will be shared proportionately (to tendered quantity). Further out of 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to MSEs in non-availability of MSEs owned by SC/ST entrepreneurs.

In case of tender item is non-splitable or no-dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Govt. procurement from MSE.

Note:

- a) The benefit as above to MSEs shall be available only for goods / services produced and provided by MSEs for which they are registered.
- b) MSEs seeking exemption and benefits shall enclose an attested/ self-certified copy of valid registration certificate, giving details of such validity, stores/ services etc. in Envelope-I, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

6. Opening of Tender Documents-

6.1 The Fee PQ Requirement, & Technical Bid i.e., ENVELOPE-I and Financial Bid i.e., ENVELOPE-II 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.

First Fee PQ Requirement, & Technical Bid i.e., ENVELOPE-I will be opened as per critical data sheet. It should contain scanned copy of challan for online payment against Tender Processing Fee, EMD, scanned copy of MSME/UAN/NSIC certificate and all Pre-Qualification documents as per NIT.

6.2 PQQ and Technical bids of bidders shall be scrutinized by AAI, Porbandar to ensure that the same are in conformity with the requirements of tender documents and to short list the bidders qualified for opening of Financial Bid. It shall therefore be in the bidders' 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 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 –II (Financial Bid), only for the bidders found technically qualified by AAI shall be opened at the date and time as per critical data sheet.

6.6 No correspondence shall be entertained from the bidders after opening of tender bid, except for the clarifications sought by AAI.

6.7 Date of acceptance and opening of tender can be extended on sole discretion of Airport Director, AAI, Civil Aerodrome, Porbandar, Gujarat.

7. Comparison and Evaluation of Bids-

7.1 The tender received and accepted will be evaluated by AAI to ascertain the complete requirements contained in the tender document. The objective of the evaluation is to select bidder(s), who can provide the described service meeting the scope of work. Technical Bids of eligible bidders shall be scrutinized by AAI to ensure that the same are in conformity with the operational requirement and technical specifications. Bidder should provide complete information to substantiate compliance of the technical specifications listed in the tender. In case of incomplete compliance statement or inadequate information, tenders shall be finalized on the basis of the information available. It shall, therefore, be in the bidders' interest to give complete and comprehensive technical particulars, description and details while submitting the bid.

7.2 AAI may seek clarifications on technical details or any other information deemed necessary. The queries raised should be replied positively within the time specified, failing which the evaluation will be done on the basis of the information available.

7.3 To assist in the examination, evaluation and comparison of bids, AAI may, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification / confirmation of compliance and the response shall be through query provision available in CPP e-portal.

7.4 Bidders may submit their response to AAI queries through provision of CPP e-tender Portal only.

7.5 No post bid clarification/confirmation of compliance at the initiative of the bidder shall be entertained.

7.6 Tender meeting technical bid criteria as specified shall only be informed and considered for opening and evaluation of financial bid. However, tender(s) not meeting technical bid criteria shall be informed of the same.

7.7 The tender(s) found technically acceptable shall be compared on the basis of price quoted by the bidders for the entire scope of work. The amount indicated in the Financial Bid will only be taken for price comparison.

7.8 The result of 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/UAN/NSIC registered bidder firm shall only be evaluated for those bidder(s) who have submitted valid MSME/UAN/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, Porbandar, Gujarat – 360577, within ten 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, Porbandar, Gujarat or any officer nominated by him, as the case may be, according to the terms and conditions of the contract.

10. Rejection of Tender: -

10.1 Airports Authority of India (hereinafter abbreviated as AAI) reserves the right to reject any or all tender(s) without assigning any reasons, whatsoever.

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

10.3 If the bidder gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money Deposit (EMD), wholly and absolutely, AAI reserves the right to debar such bidders to participate in future tenders.

10.4 The information contained in the tender should be comprehensive and to the point. The tender containing information other than sought, with a motive to confuse or delay the finalization of tender process are likely to be rejected.

10.5 Canvassing in any form in connection with the tender(s) is strictly prohibited and the tenders submitted by the bidder who resort to canvassing are liable for rejection.

10.6 Should a bidder have a relation or relations employed in the capacity of an officer in AAI, the authority inviting tenders shall be informed of the fact along with the offer, failing which AAI, at its sole discretion may reject the tender or cancel the contract and forfeit Earnest Money Deposit, wholly and absolutely.

11. Declaration -

The general information and guidelines given in the tender document are hereby accepted unconditionally and shall be complied with.

Signature of Bidder

Stamp

Name:

Telephone:

Fax

E-mail

SECTION – B (II)

SPECIAL CONDITION OF THE CONTRACT

1. The scope of work of this tender caters the Job contract for wild life hazard management in operational area i/c allied services as per operational requirements at C.A. Porbandar. All the work under this contract is to be carried out in accordance with the **OPERATIONAL CIRCULAR NO. 13 OF 2019 WILDLIFE HAZARAD MANAGEMENT AND SOP FOR BIRD/WILDLIFE MANAGEMENT DOC NO. ASM/SOP/000.**
2. As per assessment of AAI minimum 7 nos. of personnel are required which include **1 no. Multitasking, Highly Skilled, Trained Team Leader / Supervisor from Forest Department / Bird Sanctuaries for wildlife or working experience in Forest Department / Bird Life Sanctuary for handling wildlife at least 10 years** & 6 bird chasers (unskilled) are for bird & animal scaring inside operational area of Porbandar Airport in Two shifts. However, contractor may provide additional manpower if required. One dedicated bird chaser along with dedicated bird scaring equipment is deployed in the maneuvering area from sunrise to sunset. Personnel detailed for bird control duties shall ensure that trained supporting staff, serviceable quantity of deterrents are available with the supporting staff.
3. The record of bird activity shall be entered in the appropriate register. This Job Contract is meant to protect aircraft from Bird & animal Hit. During the period of contract any bird or animal hit to Aero-plane within operational area will be treated as contractor's failure and will invite penalty as per tender condition. The decision of AAI in this regard shall be final and binding to the parties here to.
4. This is a comprehensive job contract for Wild life Hazard Management i/c allied services. Number of persons required in a shift will vary as per the requirement. Minimum requirement of Manpower in shift will be decided by ATS-in-charge and will be intimated to the contractor.
5. Training: The Job of Wild life Hazard Management requires familiarization of the area of work, Safety precaution, and high motivation to remain alert in sun, rain and adverse weather condition. Hence the Contractor shall before deployment of manpower ensure that such manpower is adequately trained and a record to that effect be submitted by the contractor for verification of AAI before deployment of personnel. It is the responsibility of the dedicated bird control supervisor/team leader to train other unskilled personnel on safe usage of fire crackers and other bird scaring methods. The dedicated bird control supervisor/team leader in coordination with the duty ATCO, deploy the bird scarers who are trained for the purpose along the runway strips at a safe distance of 90 meters from the runway center line.
6. Cautions shall be exercised while using the crackers to avoid the adverse effect on aircraft and grass fire. It is the responsibility of dedicated bird control supervisor/team leader to train the

personnel on safe usage of crackers. The dedicated bird control supervisor/team leader shall ensure that the entire grass is properly removed from the site. It is mandatory as this could turn into a potential bird attractant as well as cause FOD on the adjoining movement area.

7. The job contract for controlling Wild life Hazard Management inside the operational area at Porbandar Airport requires working in a sensitive and high security zone. Hence the successful tenderer has to follow the security requirements in day to day working.

8. The concentration of birds in the operational area should be removed by scaring the birds and there are various dispersal and deterring methods-

- a) Visual repellents (effigies/dummies, ribbons freely moving with wind, kites, balloons, flags, scarecrows, reflective objects, rotating spinners are visual deterrents).
- b) Pyrotechnic scaring cartridges/ flare guns may be used. There are various projectiles, fired from breech loaded shotguns or from specialized launchers, that provide an auditory blast or scream as well as smoke and flashing lights to frighten birds.
- c) Auditory repellents (Sonic canons/recorded predator calls/ zone guns etc.). The use of distress calls is effective with certain kind of birds as long as the birds are correctly identified and the right distress calls are used. Gas canons and the other(mobile) noise makers remain effective methods, but variation is required.)

Tactile repellents such as spikes to deter perching may be used.

9. Commercial specification: -

The contractor shall provide the monthly wages to his contractual employees, whose basic wages will be strictly adherent as per latest wages notified by CLC or state govt, whichever one is higher.

The contractor shall pay wages to his contractual employee on or before 7th of each month failing which penalty will be levied as decided by Airport Director Porbandar.

The contractor shall submit bill of wages, already made payment to his employee and after verification his bill shall be cleared by the AAI authorities.

The Payment will be made to the contractor on receipt of the following documents in each month.

Wage Muster Copy.

- a) EPF / ESIC / Professional Tax Challans copies along with details of PF / ESIC / Professional Tax contribution of each worker and employer along with undertaking that working employee and firm contribution is inclusive in the challans submitted.

II. Revision of Minimum Wages: -

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

Highly Skilled (Multitasking): **Rs. 707.00 per day**

Un-skilled : **Rs. 427.00 per day**

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

The reimbursement for the employer contribution of the PF, Bonus, ESIC & GST shall be made to the agency on receipt of documentary evidence i.e., challan with detailed statement of each manpower after actual realization of the employer contributions to PF & ESIC authorities. The employer contribution of the same need to be deposited as detailed below:

In case contractual manpower is called on a holiday or national holiday, overtime will be paid equivalent to double the daily normal wage.

An incentive of Rs. 2000/- per month shall be paid to highly skilled supervisor in addition to monthly salary.

- a) P.F. Contribution for total manpower @ 12.00 % (or prevailing rates) on actual wage payment for each worker.
- b) E.S.I.C. for total manpower @ 3.25 % on actual wage payment for each worker.
- c) The contractor shall pay bonus @ 8.33% of wage payment to their workman employed as per govt. rule, the same shall be reimbursed to the agency on receipt of documentary evidence.
- d) The contractor has to deposit PF & ESI as applicable, failing which recovery / with-held @26% and 6% against PF and ESI respectively from their R.A bills / Final Bill shall be made.

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

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

a) All the payment (i.e. Wages, OT, Bonus, N/H and Labour Day etc.) is to be made to the workers by A/c payee Cheque/RTGS/NEFT only.

b) The payment to the workmen engaged by the contractor has to be made on or before 7th of every month. The wage register will be counter-signed by representative of AAI with the remarks:

“Certified that the amount shown in the column no. has been paid to the workmen concerned through cheque/RTGS/NEFT on ”.

The agency is required to ensure that cheques should be realized on or before 7th of each month”.

c) The contractor has to maintain the wage & OT register for his employees. The same has to be produced for verification of the principal employer (AAI) as and when required.

d) In case contractual manpower is called on a holiday or national holiday, overtime will be
e) paid equivalent to double the daily normal wage.

f) The bill produced by contractor shall clearly indicate GST component separately with GST number. The GST amount payment shall be made on submission of receipt of GST Invoice.

g) The contractor shall be responsible for the following points during period of contract: -

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

(ii) The minimum rates of the wages of the staffs shall be payable as per the minimum wage Act-1948 and as per the notification of the Regional Labour Commissioner (Central) time to time.

(iii) Maintaining of all the records of workers deployed for the works as per contract Labour (Regulation) and Abolition Act 1970.

Dispute Resolution Mechanism and Arbitration

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

(i) If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the

execution of the works or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the Engineer; the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee(DRC) appointed by Regional Executive Director.

(ii) DRC thus constituted may act as “conciliator” and will be guided by principles of “conciliation” as included in part III of Arbitration & Conciliation Act 1996. DRC should take into consideration, rights and obligations of parties, usage to trade concerned and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party.

(iii) DRC will give its report within 45 days of its constitution.”

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

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

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

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

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

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

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

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

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

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

SECTION – C

Terms & Conditions

Scope of Work

- 1.1 The successful bidder has to provide manpower for Wildlife Hazard Management inside the operational area at Civil Aerodrome, Porbandar.
- 1.2 The scaring /sound devices shall be provided by AAI on actual use basis.
2. Deployment of Manpower:
 - 2.1 The successful bidder has to depute 03 (three) manpower per shift of 08 (eight) hours per day on all days of the week. 1 No. multitasking highly skilled manpower to be deputed in General Shift of 8 hrs. or as decided by ATC (In-Charge).
 - 2.2 There are two shifts of 08 (eight) hours per day; hence, a total of 06 (six) manpower is to be deployed every day on all days of the week.
 - 2.3 The work of wildlife hazard management will be carried out on all 07 (seven) days of the week.
 - 2.4 The successful bidder has to deploy 07 (seven) manpower to fulfil the above operational requirement and to grant one day weekly off to each manpower.
 - 2.5 The successful bidder shall deploy the manpower as per instructions of Airport Director, AAI, Civil Aerodrome, Porbandar or his authorized representative depending on operational requirements.
 - 2.6 The successful bidder has to make all arrangements for getting entry passes to manpower as per the BCAS norms.
 - 2.7 The successful bidder has to ensure the good health conditions and mentally fit condition of the manpower.
 - 2.8 The contractor shall provide two pair of uniforms (including all weather shoes) per year. The Contractor shall ensure that the work force deployed by him wears such uniform while on duty. The uniform shall be clean and ironed. Any failure on this account shall attract penalty.
3. Earnest Money Deposit (EMD) –
 - 3.1 EMD amount of Rs. 59,592/- will be required to be paid online through the payment gateway of State Bank of India integrated / mapped with CPP Portal by AAI or Valid MSME/NSIC certificate in appropriate class/category of work/services for exemption of Tender Fee and EMD (if applicable).
 - 3.2 Bidder(s) having valid MSME/UAN/NSIC etc. registration certificate in appropriate class/category is requested to follow the procedure explained in Section – B (General Information and Guidelines) of tender document for claiming exemptions from Tender Fee and EMD.
 - 3.3 Tender not accompanied by the requisite EMD shall be rejected, in case of non MSME/UAN/NSIC registered bidders.

3.4 No interest or any other expenses, whatsoever, shall be payable by AAI on the EMD in any manner.

4. Eligibility Criteria -

4.1 The eligibility criteria shall be as mentioned in para 2 of E-NIT.

4.2 Bidders falling in any criteria as mentioned in para 3 to para 5 of NIT are not eligible for participation in present tender.

5. Amendments / Corrigendum to Tender Document -

5.1 At any time, prior to scheduled 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 shall be as per critical data sheet.

6.1 Envelope – I – Fee, Technical & Pre-Qualification Envelope –

Tender Processing fee of Rs. 1180/- (i/c GST & non-refundable) & EMD amount of Rs. 59,592/- will be required to be paid online through the payment gateway of State Bank of India integrated / mapped with CPP Portal by AAI or Valid MSME/NSIC certificate in appropriate class/category of work/services for exemption of Tender Fee and EMD (if applicable). The bidders have to upload scanned copies of challans of online payments made towards tender processing fee & EMD on CPP Portal.

Prequalifying requirement of bidder: The bidder shall upload the digitally signed file of following documents in support of their meeting each criteria mentioned in para (2) of Notice Inviting e- tender (E-NIT) in the PQQ Envelope of E-Bid on CPP portal. Uploading of documents in location other than specified above shall not be considered. Hard copy of documents shall not be entertained.

(i) Letter indicating the capacity and authority of individual signing tender document and attesting supporting documents.

(ii) Legal status of bidder as per para 2.1 of E-NIT.

(iii) Experience Certificate as per para 2.2 and para 2.4 of E-NIT.

(iv) Annualized Average Financial Turnover as per para 2.3 of E-NIT.

- (v) EPF Registration Certificate.
- (vi) ESIC Registration Certificate.
- (vii) PAN No.
- (viii) GST Registration.
- (ix) Unconditional Acceptance of AAI's tender conditions (Annexure-A).
- (x) Undertaking for GST as per tender document. (Annexure-B).
- (xi) Duly Notarized Affidavit for Minimum wages (Annexure-C).
- (xii) Duly Notarized Affidavit regarding Debar/Blacklisting (Annexure-D).
- (xiii) E-payment format dully filled & stamped (Annexure-E).
- (xiv) Digitally signed tender
- (xv) Experience certificates
- (xvi) Trained supervisor certificate from Forest department/bird sanctuaries
- (xvii) Any all-other document as mentioned in E-NIT.

6.2 Envelope – II Financial Bid: Price bid folder of E-bid will contain .xls file to fill the price. Bidder has to download .xls file and fill the .xls file as per the description asked in the .xls file. After filling of rates bidder has to check and confirm final amount in letters and words both. Filled .xls file is to be digitally signed by bidder and then uploaded in prescribed folder on CPP portal. Prices should not to be indicated anywhere in Envelope – I.

7. Validity of Tender -

The tender must remain valid for a minimum of 90 days from the opening of Envelope –III on CPP Portal.

8. Opening of Tender-

8.1 Envelope – I containing fee details, technical bid & pre-qualifying documents will be opened first. It should consist scanned copies of challans for online payment made against Tender Processing fee of Rs. 1180/- (i/c GST & non-refundable) & EMD amount of **Rs. 59,592/-**. This will be required to be paid online through the payment gateway of State Bank of India integrated / mapped with CPP Portal by AAI or scanned copy of Valid MSME/UAN/NSIC certificate in appropriate class/category of work/services for exemption of Tender Fee and EMD (if applicable) and all other documents for prequalifying bid (PQQ) (uploaded by bidder) shall be opened on the date indicated in CRITICAL DATA sheet of NIT.

8.2 If any clarification is needed from the bidder(s) about the deficiency in his uploaded documents in Envelope – I & 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 within specified time by AAI, failing which the tender is liable to be rejected.

8.3 Envelope – II - containing Financial bid of the bidder found meeting the qualifying requirements and technical criteria shall be opened as per the date given in E-NIT (depending on the Technical bid evaluation any change in the date shall be intimated through “Notification to Bidders” section).

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 -

The refund of EMD to tenderers who fails to qualify in the eligibility/ technical criteria, shall be initiated as below:

- (i) The online payment made against tender processing fee by the bidder will remain on ‘Tender Settlement Account’ and EMD amount will remain in ‘Pooling Account’.***
- (ii) After Opening the tender and submission of technical evaluation report on the CPP portal The EMD of technically qualified bidders will remain in the pooling account and EMD amount of rejected bidders will be refunded to their source account.***
- (iii) After submission of financial evaluation report on the CPP portal, the EMD of L1 bidders will remain in the pooling account and EMD amount of rejected bidders will be refunded to their source account.***
- (iv) After A.O.C. completion on the portal, EMD amount of L1 bidder will be refunded to their source account subject to Adjustment of Security Deposit (SD) as per NIT Condition.***

12. Security Deposit -

12.1 The bidder, whose tender is accepted, within 15 calendar days of the acceptance of work order, shall submit security deposit of 10% (Ten Percent) of the total price to AAI in the form of demand draft or an irrevocable and unconditional bank guarantee on a Nationalized/Schedule - A Bank.

12.2 The irrevocable and unconditional bank guarantee shall be as per preformed attached as Annexure F to this tender document.

12.3 In case, the successful bidder fails to submit security deposit or PBG within stipulated period, interest @ 12% p.a. on security deposit amount would be levied (non-refundable) for delayed period of submission and shall be deducted from EMD.

12.4 In case, successful bidder fails to submit security deposit/PBG within 60 days from the date of acceptance of work order, AAI reserves the right to forfeit EMD and cancel the work order.

12.5 The performance Bank Guarantee shall be valid for 6 (six) months beyond the period of work.

12.6 The PBG amount shall be payable to AAI without any condition, whatsoever and the PBG shall be irrevocable.

13. Agreement-

13.1 The successful bidder has to enter into an agreement with AAI within 30 calendar days of acceptance of work order on non – judicial stamp paper of Rs.100/- only. The cost of non-judicial stamp paper is to be borne by the bidder.

13.2 The draft agreement shall be as per Annexure-G to tender document.

14. Payment Terms

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

(i) Attendance of manpower provided to AAI for Job work during the month, duly certified by authorized officer of AAI.

(ii) Original GST Invoice, Wage/Bonus/OTA etc. Register, Attendance Register, Proof of EPF/ESI contribution/Challan deposited in previous month to appropriate government authority (copy of challan /ECP etc.) in respect of manpower provided under job contract.

(iii) Statement of payment made by contractor to manpower provided under job contract. The statement should give the details of attendance, wage including VDA, EPF, ESI, bonus, advances recovered and payment.

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

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

15. Subletting of Contract-

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

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

16.1 Unconditional Acceptance of Letter of Intent (LOI) within 10 (Ten) working days.

16.2 Acceptance of work order within 10 (Ten) working days.

16.3 Payment of security deposit in the form of Demand Draft/Performance Bank Guarantee issued by a Nationalized/Scheduled Bank within 60 (Sixty) calendar days of acceptance of work order.

16.4 Execution of the agreement within 30 (Thirty) calendar days of acceptance of work order.

16.5 Failing to meet, any immediate/urgent requirement of Airport.

16.6 If at any stage it is found that the tender document, downloaded from CPP portal, has been tempered or any unauthorized changes have been made in the contents of the tender. The decision of Airport Director, AAI, Civil Aerodrome, Porbandar, Gujarat in this regard shall be final and binding on the Contractor.

16.7 Disclosing relation or relations employed in the capacity of an officer in AAI to the authority inviting tenders.

16.8 Continuation of services by contractor till alternate arrangement is made by AAI after service of termination notice by contractor.

17. Taxes / Permits / Licenses –

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 Any increase or decrease of statutory taxes will be on account of AAI.

17.3 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.

17.4 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.

17.5 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.

18. Right to Accept or Reject the Tenders –

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

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

19. Termination of Contract-

19.1 Without prejudice to the right of termination provided under the GCC or without prejudice to any other remedy available in the contract in this behalf, AAI may terminate the contract at any time by giving the contractor not less than 30 days' notice in writing, if AAI finds the quality or efficiency of the work performed by the contractor, to be unsatisfactory or the contractor has not complied with any / several terms and conditions of tender document / contract, of which the decision of Airport Director, AAI, Civil Aerodrome, Porbandar shall be final and binding on the contractor.

19.2 Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract but shall not be entitled to any other claim or compensation for any expenditure incurred by the contractor in or for any equipment material or facilities or for any loss in the profit or anticipated profit of the contractor.

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

19.4 At any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the bidder or his staff AAI reserve the exclusive and special right to the 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 shall be blacklisted.

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

20. Arbitration and Laws –

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

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

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

20.4 Indian laws shall govern this contract.

21. Refund of Security Deposit –

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

22. The bidder shall arrange character and antecedent verification and pay the fees required for Airport Entry Pass 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. 500/- (Rs. Five Hundred) shall be levied as penalty in addition to deduction of pro-rata wages for the day.

27.3 If manpower while on duty misses from site without permission of the user, penalty of Rs. 100/- (Rs. One Hundred only) for every 30 minutes or part there of shall be imposed per occasion on the contractor.

27.4 In case the contractor fails to provide the manpower requisitioned, AAI reserves the right to hire such manpower, as requisitioned from the market and additional amount, if any, over and above the rates agreed to by the contractor, shall be deducted out of the monthly bills/security deposit payable to the contractor. The amount stated by AAI shall be final and binding on the contractor.

27.5 The penalty, as mentioned above are imposed, if any, shall be recovered from the monthly bills / security deposit or any other amount under this or any other contract, payable to contractor.

28. Declaration by the Bidder–

28.1 I/We declare that no Director/Employee of Airports Authority of India is/are a Director/Partner of my/our firm/Company/Partnership/Proprietor.

28.2 The terms and conditions as above are hereby agreed.

Signature of Bidder:

Name:

Telephone:

Fax:

E-mail:

Stamp:

SECTION – D

General Conditions of Contract

1. Tender documents are not transferable.
2. One bidder shall submit only one tender.
3. Only one tender document shall be sold to a single party, either a firm or individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.
4. A sole proprietor having concerns under different names will be considered as a single legal entity. PAN card will determine the single entity criteria; hence will be the basis for decision.
5. In case of partnership firms, as it does not have any legal entity on its own, hence if two or more firms are having common partners then all these firms will be considered as single entity. The principle of implied agency of partner as per the Partnership Act of India has been taken as guiding principle. Since the provisions are different in Tax laws, hence different PAN card will not entitle the firms having common partners to be treated as separate entity for the purpose of present tender.
6. In case of companies, if the holding company and its subsidiary are participating in the same tender then a disclosure to this effect is to be made at the time of application for tender form. Also, it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.
7. It may be noted that the Earnest Money Deposit / Security Deposit of the successful bidder shall be forfeited and the bidder may be debarred for further participation in AAI's tender(s) for a period of three years, on account of non-compliance of any of the following.
 - (i) Unconditional Acceptance of Letter of Intent (LOI) within 10 (Ten) working days.
 - (ii) Acceptance of work order within 10 (Ten) working days.
 - (iii) Furnishing of Security deposit in the form of Demand Draft/Performance Bank Guarantee issued by a Nationalized/Scheduled Bank within 60 (Sixty) calendar days of acceptance of work order.
 - (iv) Execution of the agreement within 30 (Thirty) calendar days of acceptance of work order.
 - (v) Failing to meet, any immediate/urgent requirement of Airport.

(vi) If at any stage it is found that the tender document, downloaded from CPP portal, has been tampered or any unauthorized changes have been made in the contents of the tender. The decision of Airport Director in this regard shall be final and binding on the Contractor.

(vii) Disclosing relation or relations employed in the capacity of an officer in AAI to the authority inviting tenders.

(viii) Continuation of services by contractor till alternate arrangement is made by AAI after service of termination notice by contractor.

8. (i) Tender(s) will remain valid for a period of 90 days from the date of opening of Envelope-III on CPP Portal. If any tenderer withdraws during the validity period, his Earnest Money Deposit will be forfeited. However, the tenderer(s) can withdraw their tender after the validity is over or may extend the validity of their tender(s) with the consent of AAI.

(ii) If at any stage it is found that the tender document, downloaded from 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.

8. The bidder(s) shall give the list of his near relatives employed in AAI.

9. 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.

10. No officer/Gazetted officer employed in Airport Authority of India service or the Government of India is allowed to work as a contractor for a period of two years of his retirement without the previous permission of the Airports Authority of India/Government of India. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Airports Authority of India/Government of India as aforesaid, before submission of the tender or engagement in the contractor's service.

11. 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.

12. 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).

13. 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.

14. AAI shall not be responsible for any injury sustained by manpower of the Contractor due to any dispute between him and his workers.

15. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental thereto.

16. 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.

17. The Service Tax deposit for present tender shall be made through separate challan and should not be clubbed with any other amount of service tax.

18. Declaration by bidder –

The General Conditions of Contract given in the tender document are hereby accepted unconditionally and shall be complied with.

Stamp

Signature of Bidder

Name:

Telephone:

Fax

E-mail

Unconditional Acceptance letter

ANNEXURE - A

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

To,

Airport Director,

Airports Authority of India,

Civil Aerodrome,

Porbandar,

GUJARAT - 360577.

Name of Work: Job Contract for Wild Life Hazard Management in operational area i/c allied services at C.A. Porbandar for Two Years (2021-2023).

Sir,

Having examined the conditions of tender and specifications including addenda, I/We, the undersigned offer to undertake job contract for Wildlife Hazard Management at Airports Authority of India, Civil Aerodrome, Porbandar, Gujarat – 360577, in conformity with E-NIT, General Information and Guidelines, Terms and conditions, General Conditions of Contract etc. of tender document. 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 (E-NIT).

2. I/We hereby unconditionally accept (s) all conditions of AAI's tender document in its entirety for the above work. It is certified that I/We have not stipulated any condition (s) in our tender offer, in case any condition(s) are found in our tender violated after opening of tender, I/We agree that the tender be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the EMD absolutely.

3. I/We have submitted the earnest money of through the payment gateway of State Bank of India integrated / mapped with CPP Portal by AAI or enclosed a valid MSME/NSIC certificate in appropriate class/category of work/services for exemption of Tender Fee and EMD (if applicable).

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

5. I/We undertake that AAI's tender document shall form part of contract agreement. I/We understand that AAI is not bound to accept the lowest or any bid received for present tender.

Thanking you,

Yours' faithfully,

Signature of Bidder with date and Seal.

Date : _____

Witness : _____

Signature: _____

Name: _____

Address: _____

Telephone: _____

E-mail: _____

Enclosures:-

Annexure "B"

To,

Airport Director,

Airports Authority of India,

Civil Aerodrome,

Porbandar,

GUJARAT - 360577.

Name of Work: Job Contract for Wild Life Hazard Management in operational area i/c allied services at C.A. Porbandar for Two Years (2021-2023).

Tender ID: 2020_AAI_63264_1

ANNEXURE-“C”

AFFIDAVIT

(To be Executed in Rs. 100 Non judicial stamp paper duly notarized)

I, (.....) proprietor of M/shaving address.....

.....do hereby solemnly affirm and state as follows;

I am competent to swear this affidavit on behalf of (name of the Agency) and hereby confirm that I am fully complying legal obligations with regards to payment of minimum wages as per to Minimum Wages Act, 1948 and deduction of Provident fund as per EPF and MP Act 1952 and Contract Labour (Regulation and Abolition) Act, 1970.

Date:

(Signature of the Contractor) With rubber-stamp. (Notary)

AFFIDAVIT

(To be Executed in Rs. 100 Non judicial stamp paper duly notarized)

I/ We, the director(s) / proprietor(s) of M/s _____ do hereby declare that,
neither this firm nor its any subsidiary firm is debarred / blacklisted by AAI / Government / Semi-Govt
/ PSU for participating in Tenders.

Date:

(Signature of the Contractor) With rubber-stamp.

(Notary)

Annexure- "E"

To,

Airport Director,

Airports Authority of India,

Civil Aerodrome,

Porbandar-360577

Name of Work: Job Contract for Wild Life Hazard Management in operational area i/c allied services at C.A. Porbandar for Two Years (2021-2023).

Subject: - Request for E-Payment

The following particulars are given below for effecting E-Payment in respect of our Claim/Bill.

- I) Name of the Company :-
- II) Address :-
- III) Bank A/c No. :-
- IV) Bank/Branch Name & Address :-
- V) Branch Code :-
- VI) IFSC Code of the Bank :-
- VII) Permanent A/c No. of the Company: -

We also enclosed herewith a cheque duly cancelled of our above Bank A/c. Thanking You.

Yours faithfully,

Authorized Signature

ANNEXURE –F

Proforma for Performance Bank Guarantee

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

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

2. We..... (indicated the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We, the said bank further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment. We

.....(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharge

or till contract-in-charge on behalf of AAI certified that terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We.....(indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by AAI against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the

said contractor(s) or for any forbearance, act or omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect so relieving us. This guarantee shall not be discharged due to the change in the constitution of the bank or the contractor(s).

6. We..... (indicated the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

7. This guarantee shall be valid upto unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupeesonly) and unless a claim in writing is lodged with six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

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

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

Draft Agreement with Successful Bidder

ANNEXURE – G

AGREEMENT (on Rs.100/- Non-Judicial Stamp Paper) for “Job Contract for Wild Life Hazard Management in operational area i/c allied services at C.A. Porbandar for Two Years (2021-2023)”. Between Airports Authority of India, Civil Aerodrome, Porbandar, Gujarat and (Name of the Contractor along with address)

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

WITNESSETH

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

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

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

- a. AAI E - Tender Documents for the Job Contract for Wild Life Hazard Management in operational area i/c allied services at C.A. Porbandar for Two Years (2021-2023)” supplied by AAI.
- b. Tender corrigendum no. 1, 2..., if any.
- c. Bid Documents submitted by the Contractor dated (Date) in fulfilling the contract requirements that includes the signed compliance.
- d. Unconditional acceptance of AAI Tender conditions as given by the Contractor.
- e. Queries raised by AAI during technical evaluation and technical clarification submitted by contractor in response thereof.
- f. The price bid of the Contractor which was opened on (Date) and accepted by AAI.

g. 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)

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

Annexure-H

CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

“It is to certify that as per the audited balance sheet and profit & loss account during the financial year _____, the Net Worth of M/s. _____ (Name & Registered Address of Individual / Firm / Company), as on _____ (the relevant date) is Rs. _____ after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on _____ (the relevant date).”

Signature of Chartered Accountant _____

Name of Chartered Accountant _____

Membership No. of ICAI _____

Date and Seal _____

ANNEXURE -I

SCHEDULE OF FINANCIAL BID (ENVELOPE – II)

Name of Work: Job Contract for Wild Life Hazard Management in operational area i/c allied services at C.A. Porbandar for Two Years (2021-2023).

Item No

Scope/Particulars

Unit

Qty Rate in figure per month (Excluding GST) Total Amount (Rs.)

1. "Provision of Manpower (01 No. Highly Skilled Multitasking Supervisor and 06 Nos. Unskilled Bird Chasers) for bird/ wild animal hazard control inside operational area of Porbandar Airport by bursting of crackers, use of laser gun, lathis and operation of Zone Guns (provided by AAI) on all days as per terms and conditions of Tender and Operational requirement of AAI".

Month 24

2 Provision of required quantity of crackers as per site requirement for effective bird & wild animal hazard control. Tentative quantity of crackers are approximately 60 packets per month, containing 10 crackers in each packet

Month 24

3 Rental for providing one number hand held Green Laser Pointer Gun or equivalent as approved by AAI for bird/animal scaring (including providing charging unit or cell)

Month 24

Signature of Bidder with date and Seal.



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
प्रचालन निदेशालय
DIRECTORATE OF OPERATIONS

OPERATIONAL CIRCULAR NO. 13 OF 2019

WILDLIFE HAZARD MANAGEMENT

Birds and the other forms of wildlife have been recognised as potential hazard to the safe operation of aircraft. The presence of kites, vultures and other birds, at and in the vicinity of airports, may lead to bird hits, causing serious damage to aircraft and risk to persons on board the aircraft. Similarly, any wildlife hit to an aircraft can pose a threat. Reducing the presence of wildlife in aircraft flight paths can be achieved through ecological means such as habitat management or the dispersal or removal of hazardous wildlife.

2. While the wildlife control programme will be airport-specific, the development of such nature and environmentally sensitive programmes should adhere to national environmental regulations.

3. Due to the importance of bird/wildlife control, each airport operator has the responsibility to develop, implement and demonstrate an effective bird/wildlife strike and control programme at the airport. This should be specific to the airport and commensurate with the size and level of complexity of the airport, taking account of the identification of the bird hazard and the risk assessment of that hazard.

4. The best possible solution for wildlife/bird hazard control is the environmental management, with the aim of removing the sources that attract wildlife/ birds. When this is achieved the wildlife/bird hazard to aircraft will be minimized. The Environmental Management is distinctly confined to:

- a) Within the Airport
- b) Outside the Airport.

5. In view of an urgent need to adopt measures for discouraging the presence of wildlife/birds inside or in the vicinity of the airport, Airfield Environment Management Committees (AEMC) have been formed at each Airport. Airport Director is the Convenor of the AEMC, which is having Chief secretary/Secretary/other Senior Official of the State Administration as Chairman. The problems related to wildlife/bird hazard should be discussed in the AEMC meetings.

DC



6. In so far as the area within the airport boundary is concerned, Airport Director is responsible to ensure that suitable measures are taken for environmental management to remove the source of attraction to wildlife/birds.

7. Wildlife live on and around aerodrome property for a variety of reasons, However, they are usually attracted by such essentials to life as food, water and shelter. The main source of attraction for the wildlife/birds, at an Airport can be

- a) Waste food, Kitchen waste including bones thrown in open
- b) Water accumulation on Runway / Taxiway / Apron and associated strips.
- c) Insects including ants
- d) Small animals like rats, mongoose, etc.
- e) Lizards, snakes, etc
- f) Frogs, small fish etc., in stagnated water, in low lying areas or drains.
- g) Carcass of dead animals.
- h) Rubbish or garbage thrown in open
- i) Resting Roosting places - Buildings, gutters, hangars
- j) agricultural activities- fertilizing, ploughing, harvesting- Seed/fruit bearing plants, Trees, Shrubs, bushes, Open terrains and grass land
- k) Lights attracting insects
- l) Warm pavements and roof surfaces

8. It should be the endeavour of the airport administration to make adequate and suitable arrangements to ensure that main source of attraction of wildlife/birds are not allowed to be created within the airport premises and adequate arrangements are made for quick removal of such sources of wildlife/bird attraction.

9. The aerodrome should be made unattractive for wildlife by adoption of habitat management strategies. The Airport Director shall take the following measures for wildlife/ bird hazard control management;

- i. The rubbish and garbage dumps, at the airports, shall be covered to ensure that the garbage is not exposed and attract birds. A watch should be kept on the accumulation of garbage and arrangements should be made for the quick disposal/removal.
- ii. All the airlines and caterers should be suitably advised to instruct their catering staff not to throw the foodstuff / garbage on the apron or other parts of operational area and to use the designated covered garbage shed / bins, for the disposal.
- iii. During winter / monsoon season a large number of insects are attracted on the runway / apron/hanger lights. These insects are found dead in the morning and are a sources of attraction to birds. A mechanism should be in place to clean these areas and runways with the help of mechanical sweepers/manually, before day break.
- iv. Any carcass found at the airport should be immediately removed.



- v. The grass and bushes in the operational area to be regularly cut to keep the grass level to 15cm. This will ensure that small animals or reptiles, do not find hiding place.
 - vi. Freshly cut grass should be removed from the aerodrome site as soon as possible, as it might attract wildlife activity.
 - vii. Low lying areas, inside operational area, should be filled up, levelled with proper slope to avoid water accumulation.
 - viii. Grading of side strips of Runways should be maintained.
 - ix. Regular spraying of Insecticide, after the grass is cut, should be done especially in the side strip of runway, to control insect breeding.
 - x. Regular cleaning and desilting of open drains, in the operational area, should be done to avoid stagnation of water.
 - xi. Protecting covers should be provided over the water bodies (e.g balls, nets)
 - xii. To prevent entry of animals into operational area, provision of cow catchers, rollers and box type double gates for operational area entry/exit should be made.
 - xiii. Pigeon proofing of Hangers, should be ensured.
 - xiv. Rodent Control Measures should be adopted.
 - xv. The concentration of birds in the operational area should be removed by scaring the birds and there are various dispersal and deterring methods-
 - a) Visual repellents (effigies/dummies, ribbons freely moving with wind, Kites, balloons, flags, scarecrows, reflective objects, rotating spinners are visual deterrents).
 - b) Pyrotechnic scaring cartridges / flare guns may be used. There are various projectiles, fired from breech-loaded shotguns or from specialized launchers, that provide an auditory blast or scream as well as smoke and flashing lights to frighten birds.
 - c) Auditory repellents (Sonic canons/ recorded predator calls/ Zon guns etc.). The use of distress calls is effective with certain kind of birds as long as the birds are correctly identified and the right distress calls are used. Gas cannons and other (mobile) noise makers remain effective methods, but variation is required.)
 - d) Tactile repellents such as spikes to deter perching may be used.
 - xvi. Public awareness through posters / pamphlets and telecast of film, be done periodically for community in the vicinity of aerodromes.
 - xvii. Fencing of the aerodrome is to be ensured.
 - xviii. Regular inspection of operational area should be carried out as human presence is the simplest method of dispersing wildlife as animals will often react to the presence of the vehicle of the wildlife control unit.
 - xix. Regular inspection of the surrounding areas should be carried out with Municipal authorities
10. During inspection of operational area, by officials of Airside unit, if any wildlife or bird concentration is noticed, the same should be intimated to ATC Tower.



11. Airport Director / Airside In-Charge should highlight the lapses of different agencies leading to wildlife/bird hazard in the meetings of the different bodies like AEMC & ROC.
12. Airport Director should issue local instructions to ATC to routinely scan the initial climb and approach paths for the presence of flocking birds and coordinate for bird dispersal actions before landing or take off as necessary. ATC to advise the pilots regarding the presence of birds with their location and direction of movement, and if required include appropriate cautionary advice in ATIS record.
13. In order to manage wildlife/bird activities with a comprehensive understanding of root cause Airport Director's may engage the services of wildlife/bird strike prevention specialists/ornithologists and regional agricultural universities who can carry out local wildlife habitat study/ecological study to identify the causes and suggest preventive measures.
14. A monthly report on bird activities & related action taken should be forwarded to RHQ every month. Compiled report of each region should be forwarded to ED(Operations). The report should reach CHQ by 10th of every month.
15. This issues with approval of Competent Authority and supersedes Operational Circular 3 of 1998.

Chourey
21/2/19

(VIVEK ANAND CHOUREY)
Executive Director (Operations)

Annexure-AA**Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

A) REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CC A India (e.g. Sify /nCode /eMudhraetc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs into the site through the secured log-in by entering their user ID/ password and the password of the DSC/e-Token.

B) SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other key words etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders folder’. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

C) PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document /schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

D) SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids 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 blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dash board) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time

during bid submission.

- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/ bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help desk.

[CPP under GePNIC, Help Desk Services](#)

- 1) For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002.

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel: 0120-4200462, 0120-4001002.

Mobile: 91 8826246593

E-Mail: support-eproc@nic.in

For any Policy related matter/ Clarifications Please contact Dept of Expenditure, Ministry of Finance. E-Mail: CPP-doe@nic.in

- 2) For any Issues/ Clarifications relating to the publishing and submission of AAI tender(s)
 - a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPP under GePNIC <https://eprocure.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours

and shall assist users on issues related to the use of Central Public Procurement Portal (CPP).

- b. Before submitting queries, bidders are requested to follow the instructions given in “Guidelines to Bidders” and get their computer system configured according to the recommended settings as specified in the portal at “System Settings for CPP”.

- 3) **In case of any issues faced, the escalation matrix is as mentioned below:**

SL. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (MON - SAT)

*The Helpdesk services shall remain closed on all Govt. Gazetted Holidays.

- 4) The above mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal. For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI

Item Rate BoQ

Tender Inviting Authority: Asstt. General Manager (E-E)

Name of Work: "Job Contract for Providing Wild Life Hazard Management and Allied Services in the Operational Area at C. A. Porbandar for two years (2021-23)."

Contract No: AAI/POR/ATM/ENIT-01/20-21

TENDER ID NO: 2020_AAI_63264_1

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 relevent 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	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	13	53	55
1	Provision of Manpower (01 No. Highly Skilled Multitasking Supervisor and 06 Nos. Un-skilled Bird Chasers) for bird/ wild animal hazard control inside operational area of Porbandar Airport by bursting of crackers ,use of laser gun ,lathis and operation of Zone Guns (provided by AAI) on all days as per terms and conditions of Tender and Operational requirement of AAI.	Item 1	24.00	Month		0.00	INR Zero Only
2	Provision of required quantity of crackers as per site requirement for effective bird & wild animal hazard control. Tentative quantity of crackers are approximately 60 packets per month , containing 10 crackers in each packet.	Item 2	24.00	Month		0.00	INR Zero Only
3	Rental for providing one number hand held Green Laser Pointer Gun or equivalent as approved by AAI for bird/animal scaring (including providing charging unit or cell)	Item 3	24.00	Month		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Figures				Select		0.0000	Zero Only
Quoted Rate in Words				INR Zero Only			