



**AIRPORTS AUTHORITY OF INDIA
HUBBALLI AIRPORT
HUBBALLI- 580030
KARNATAKA**

e-NIT

TENDER ID NO.: 2022_AAI_126604_1

NAME OF WORK

**JOB CONTRACT FOR PROVIDING
BIRD & ANIMAL SCARING
AND ALLIED SERVICES
IN THE OPERATIONAL AREA
AT HUBBALLI AIRPORT**



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
HUBBALLI AIRPORT

TENDER DOCUMENT

Name of the work: JOB CONTRACT FOR PROVIDING BIRDS AND ANIMALS SCARING & ALLIED SERVICES IN THE OPERATIONAL AREA AT HUBBALLI AIRPORT.

CERTIFIED THAT THIS TENDER DOCUMENT CONTAINS PAGES
FROM **01 TO 37**

AIRPORTS AUTHORITY OF INDIA
Air Traffic Management Department
HUBBALLI AIRPORT, HUBBALLI -580030

INDEX

Name of Work: Job contract for providing Bird & Animal Scaring and Allied Services in the Operational area at HUBBALLI Airport

Sl.No.	Description	Page
1	Notice Inviting E-Tender	4-9
2	Guidance to Tenderers	10-12
3	General Conditions of Contract	13-20
4	Scope of Work	21-22
5	Unconditional Acceptance Letter (Annex A)	23-24
6	Tender Form (Annex B)	25-26
7	Minimum Wages (Annex-C)	27
8	Compliance to Minimum wages (Affidavit Annex-D)	28
9	GST undertaking (Annex F)	29
10	SAC GST code (Annex G)	30
11	Agreement Form	31-33
12	Bill of Quantities	34
13	Checklist	35-36
14	Declaration	37

AIRPORTS AUTHORITY OF INDIA
HUBBALLI AIRPORT

NOTICE INVITING E-TENDER (2 BOT - 2 ENVELOPE OPEN TENDER)

Tender ID: 2022_AAI_126604_1

Ref. No. AAI/HBX/ATM/BIRD SCARING/2022

Date: 19.07.2022

1. E-Tenders are invited through the e-tendering CPP portal by Airport Director, Airports Authority of India, HUBBALLI Airport, HUBBALLI-580030 on behalf of Chairman, AAI, from eligible contractors for the work of "Job Contract for providing Bird and Animal Scaring and allied Services in the Operational area at HUBBALLI Airport", at an estimated cost of **Rs. 58,10,490.00 (Rupees Fifty Eight Lakhs Ten Thousand Four Hundred and Ninety only) excluding** PF, ESI, Bonus and GST for a period of Twenty-four months from the date of award of contract and extendable for a period of one year with the same terms and conditions.

The tendering process is online at CPP portal URL address <https://etenders.gov.in/eprocure/app> or www.aai.aero . Prospective Tenderers may download and go through the tender document.

Prospective tenderers are advised to get themselves register at CPP portal, obtain 'Login ID' & 'Password' and go through the instruction available in the Home page after log in to the CPP portal. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days time. The tenderer may also take guidance from AAI Help Desk support through path aai.aero/tender/e-tender/help desk support. The tenderer may also take guidance from CPP under GePNIC help desk services.

For any technical related queries please call the 24 x 7 Helpdesk as appended:

(i) 0120-4200462, 0120-4001002, Mobile: 8826246593

e-mail address: support-eproc@nic.inn

Tenderers are requested to kindly mention the URL of the Portal and Tender ID in the subject while emailing any issue along with the contact details.

For any further technical assistance with regard to functioning of CPP portal the tenderer may contact to the following AAI help desk numbers on all working days:

(ii) Between 08:00 hrs to 20:00 hrs (Mon – Sat)

011-24632950 Extn-3512(six lines) Email :- eprochelp@aai.aero

(iii) Between 0930 hrs to 1800 hrs (Mon-Fri)

011-24632950 Extn – 3523 E-mail : etendersupport@aai.aero;

(iv) Between 0930 hrs to 1800 hrs (Mon- Fri)

011-24657900 E-mail : gmitchq@aai.aero

Tender processing fee of Rs. 1770/- (i/c GST) Non-refundable will be required to be paid by way of online through Payment Gateway of State Bank of India, integrated with Central Procurement Portal (CPP Portal) as specified in the Tender Document.

2. Following 2 envelopes shall be submitted through online at CPP portal by the bidder as per the following schedule:

CRITICAL DATE SHEET

1	Publishing Date	25.08.2022 (0900 Hrs)
2	Bid document download/sale start date	25.08.2022 (0900 Hrs)
3	Clarification start date	25.08.2022 (0900 Hrs)
4	Clarification end date	30.08.2022 (Up to 1800)
5	Bid submission start date	25.08.2022 (0900 Hrs)
6	Bid submission end date	17.09.2022 (Up to 1800)
7	Bid opening date: Envelope I	19.09.2022 (1100 Hrs)
8	Bid opening date: Envelope II	26.09.2022 (1100 Hrs) Tentatively
9	Tender Processing Fee (Non-refundable)	Rs. 1770.00 (i/c GST) Non-Refundable to be paid online through State Bank of India Payment Gateway of CPP e- tender portal
10	Earnest Money Deposit (EMD)	Rs.1,16,210.00 to be paid online through State Bank of India Payment Gateway of CPP e- tender portal

Envelope – I:

(Tender Processing Fee, EMD, Technical Bid and Pre-qualification):

A. Tender processing fee & EMD

i. Tender fee of Rs.1,770/- (i/c GST) is required to be paid online only through payment gateway provided at the CPP portal itself.

ii. EMD of Rs.1,16,210.00 to be paid online through State Bank of India Payment Gateway of CPP e- tender portal

Exemption from paying tender fees & 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 (C.....I.....O.....) e_NIT: Bird & Animal scaring contract Hubballi Airport **5 of 37**

other body specified by the Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, and further amendments for goods produced and service rendered – shall be issued Tender Documents free of cost and shall be exempted from paying Tender fee.

Scanned copy valid NSIC/MSME registration certificate issued by the Competent Authority, in case of seeking for exemption of Tender Fee by the NSIC/MSME registered firms. NSIC/MSME registration should be valid for similar nature of work/services shall be submitted.

B. Technical Bid containing the following:

- i. Scanned copy of Unconditional Acceptance of AAI's Tender conditions.
- ii. Scanned copy of Permanent Account Number (PAN)
- iii. Scanned copy of GST Registration Number (GSTIN)
- iv. Companies other than proprietary firm shall submit, scanned copy of Authorization Letter / Power of Attorney along with copy of Certificate of Incorporation of the Company under Companies Act showing CIN/LLPIN/Name of Directors of the Company & copy of Board Resolution regarding Authority to Assign Power of Attorney.

Proprietary firm shall submit scanned copy of Authorization Letter / Power of Attorney only if the tender is processed by a person other than Proprietor.

C. Qualifying requirements of contractors/ Tenderers containing the following:

I) Should have satisfactorily completed (Phase / Part completion of the scope of work in a contract shall not be considered, **however pre-determined phasing of the work will be accepted**) three works, each of **Rs. 23,24,196.00** or two works, each of **Rs. 29,05,245.00** or one work of **Rs. 46,48,392.00** of any similar nature of work/AMC with Supply of Manpower /Supply of Manpower during last seven years ending on 31.03.2022/ ending last date (extended date) of submission of bid.

“The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid as mentioned in the CRITICAL DATA SHEET.

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 start/date of completion and statement of ‘satisfactory completion of work’ along with copy of work order and its BOQ issued by the client. Tenderers showing work experience certificate (completed work) from Non-Govt./ Non PSU organization should submit copy of tax deduction at sources certificate(TDS) certificate(s) along with a certificate issued by registered Chartered Accountant, clearly specifying the name of work, total payment received against the work and TDS amount for the work. in support of their claim for having experience of stipulated value of work.

II) Should have annualized average financial turn over of **Rs. ₹ 17,43,147.00** against works executed during the last three years ending 31st March of the previous financial year. As a proof, copy of abridged Balance Sheet along with Profit and Loss Account Statement of the tenderer should be submitted along with the application,

for works executed during last three financial years ending 31st March 2022. Tenderers showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

III) The firm/contractor should possess valid, ESI Registration, EPF Registration and GST Registration. Firm/ contractor not possessing EPF, ESI and GST registration at the time of submission of application/bid has to submit an undertaking along with the application/bid.

Envelope I should contain scanned copies of the following as per NIT:

1. Unconditional Acceptance of AAI's tender conditions (Annex' A)
2. Scanned copies of Tender fee and EMD
3. Tender Form (Annex 'B')
4. Minimum wages Annex C
5. Minimum wages Affidavit Annex D
6. Compliance of GST provision as per Annexure 'F'
7. Details of GST rate and SAC code as per Annexure 'G'
8. PAN card
9. GSTIN
10. ESI registration
11. EPF registration
12. Qualifying requirements of Agency **as per NIT** (Company registration, certificate of satisfactorily completion of works, Turnover, Balance sheet, Profit & Loss statement etc).
13. TDS certificates for non-Govt/Non- PSU firms as per NIT
14. Power of Attorney or Authorization (if applicable)
15. Copy of Check list

Envelope II: The Financial e-Bid through CPP Portal

All rates shall be quoted in the format provided and no other format is acceptable. The price bid has been given as a standard BOQ.xls format and same is to be downloaded and to be filled by all the tenderers. Tenderers are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details. 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.

3. Bid Submission:

The tenderer shall submit their application only at CPP Portal: <https://etenders.gov.in/eprocure/app>. Tenderers are advised to follow the instructions provided in the tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents as per Para 2. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

If the bidder has any query related to the Tender documents, they should use 'Clarification' tab in CPP portal to seek clarifications. No other means of communication in this regards shall be entertained. Last date and time for making query is as stipulated in the critical data sheet.

4. Not more than one tender shall be submitted by one tenderer or tenderers having business relationship. Under no circumstance will father and his sons(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.

5. Tenderer who has downloaded the tender from CPP Portal website <https://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.

6. Bids Opening Process is as below:

Envelope I: (Tender processing fee, EMD, Technical bid and Pre-qualification)

Envelope-I containing documents uploaded by the contractor / firm, shall be opened on date and time mentioned in critical data sheet. The intimation regarding acceptance / rejection of the bid will be intimated to the contractor / firm through e-tendering portal.

If the bidder has any query related to the Bid Document of the work, they should use 'Seek Clarification' on CPP portal to seek clarifications as per NIT. No other means of communication in this regards shall be entertained.

Changes in the date of opening of the bids, if any, shall be intimated through CPP portal.

If any clarification is needed from the bidder about the deficiency in the uploaded documents in Envelope-I, agency will be asked to provide it through CPP portal in the short fall documents folder. The bidder shall upload the requisite clarification/documents in the short fall documents within time specified by AAI, failing which it shall be presumed that bidder does not have anything to submit and bid shall be evaluated accordingly.

Intimation regarding acceptance/rejection of their bids will be intimated to the tenderers through CPP Portal.

Envelope-II: (Financial Bid)

Envelope II containing financial bid of the tenderers found to be meeting the technical criteria and qualifying requirements shall be opened on date and time mentioned in critical data sheet. In case the date and time for opening of Envelope II Finance bid is required to be changed, the same shall be intimated through CPP portal.

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

8. AAI reserve the right to disallow the working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/Temporary/Permanent debarment/ black listing by any department of AAI or Central / State Govt. Depts / PSUs/World Bank/ADB etc.

9. AAI reserve the right to verify the credentials submitted by the tenderer at any stage (before or after the award of work). If at any stage, any information /documents (C.....I.....O.....) e_NIT: Bird & Animal scaring contract Hubballi Airport

submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the tenderer, then AAI shall take the following action:

- a) Forfeit the entire amount of EMD submitted by the tenderer.
 - b) The tenderer shall be liable for debarment from tendering in AAI, including termination of the contract apart from any other appropriate contractual / legal action.
10. Consortium/JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications. If submitted, both the applications will be rejected.
11. Preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
12. Concessions to Indian Micro & Small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom etc to be given as per the provisions of Public Procurement Policy for MSEs order 2012, with up to date amendments, shall be applicable for tenders of supply / services.
13. If the entity participating in any of the tenders is a private or public limited company, Partnership firm or proprietary firm and any of the Directors / Partners / Proprietor of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed to participate in AAI tenders.

Asst General Manager (ATM)
Airports Authority of India,
For Airport Director,
HUBBALLI Airport,
HUBBALLI -580030, KARNATAKA.
Ph.No.: 0836-2300620
E-mail id: vahb.ats@aai.aero

GUIDANCE TO TENDERERS

1. E-tenders are invited on behalf of the Airport Authority of India for the work of “Job contract for providing bird & animal scaring and allied services in the operational area at HUBBALLI Airport”. The estimated cost of the work is **Rs.58,10,490.00 (Rupees Fifty Eight Lakhs Ten Thousand Four Hundred and Ninety only)**
2. The e-tenders shall be in the prescribed form. The works are required to be completed within the period mentioned in the NIT.
3. The tenderers shall inspect and examine the site and satisfy themselves about the nature of work before submitting the tender. The tenderer shall be deemed to have full knowledge of the site, whether he inspects or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
4. The Airport Director shall be the Accepting Authority, hereinafter, referred to as such for the purpose of this contract. Accepting authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at his quoted rate.
5. AAI shall have the right of rejecting all or any of the tenders without assigning any reason thereof as also ordering part of work as per their sole discretion.
6. The tender shall be valid for acceptance for a period of 90 days from the date of opening of e-tenders. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of tender, which are not acceptable to AAI, AAI shall without prejudice to any other right or remedy is at liberty to forfeit the full said earnest money absolutely.
7. The tenderer whose tender is accepted, shall permit AAI at the time of making any payment to him for the work done under the contract to deduct towards security deposit such sum as well along with the amount of Earnest Money already paid, amounting to 10 % of the gross amount of the bill, till the sums so deducted amount to the Security Deposit equal to 10 % of the awarded amount.
8. Canvassing in connection with tender is strictly prohibited and the tenders submitted by tenderers who resort to canvassing will be liable for rejection.
9. **Mode of submission of e-tender:** All the bids (Envelope I & II) are required to be submitted / uploaded in the CPP e-portal only, as per NIT by the stipulated date and time given in the critical data sheet.
10. Submission of e-tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates.
11. Once the contractor has uploaded digitally signed file of tender document along with unconditional acceptance as an attachment, he is not permitted to upload any additional file or put any remark (s)/conditions in/along with the tender document.

12. All the guidelines and procedures for submission of bid are available in the e-portal.
13. All the above guidelines will form part and parcel of the Notice Inviting e-Tender. (NIT).
14. AAI reserves to itself the right to extend the date of receiving / opening of the bid as well as to extend the validity of the tender.
15. AAI reserves the right to reject any or all tender(s) in part or in full without assigning any reason.
16. For any query related to the inspection of the site/premises and for queries related to the contents of this tender, prospective bidders are advised to contact concerned Tender Inviting Authority (TIA) of AAI:

Asst General Manager (ATM)
Airports Authority of India,
HUBBALLI Airport,
HUBBALLI -580030, KARNATAKA.
Ph. No.: 0836-2300620
E-mail id : vahb.ats@aai.aero

17. For any query/issues related to the use of the e-tender portal, bidders may contact the following:

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

Tel: 0120-4200462, 0120-4001002.

Mobile: 91 8826246593

E-Mail: support-eproc@nic.in

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.

ii. For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance.

E-Mail: cPPP-doe@nic.in

iii. 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 CPPP under GePNIC <http://etenders.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 (CPPP).

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 CPPP”**.

c. The escalation matrix of AAI help desk is as appended below:

Sl.No.	Support Persons	Escalation matrix	E-mail address	Contact Numbers	Timings
1	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950 Extn: 3512 (Six lines)	0800 – 2000hrs (Mon – Sat)
2	Sanjeev Kumar	After 4 hours of issue	sanjeevkumar@aai.aero	011-24632950 Extn: 3505	0930-1800 hrs (Mon-Fri)
3	S Nita AGM(IT)	After 12 hours	snita@aai.aero	011-24632950 Extn: 3523	0930-1800 hrs (Mon-Fri)
4	Jt. General Manager(IT)	After 24 hours	ykkaushik@aai.aero	011-24651507	0930-1800 hrs (Mon-Fri)
5	General Manager(IT)	After 03 days	gmitchq@aai.aero	011-24657900	0930-1800 hrs (Mon-Fri)

AAI Helpdesk services shall remain closed on all Govt. Gazetted Holidays.

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.

18. The successful Tenderer/contractor on acceptance of his Tender by the Accepting Authority shall sign the contract consisting of Notice Inviting Tenders, General conditions of contract, special/additional condition, General and particular specifications, Tender conditions as issued at the time of invitation of Tender and acceptance thereof with any correspondence leading there to.
19. This notice of Tender and associated documents & correspondences shall form part of agreement of the contract.

GENERAL CONDITIONS OF CONTRACT

1. The required number of Bird & Animal scarers to perform the work to the satisfaction of Airport Director shall be provided on all days during operational hours of the Airport i.e 16 hrs (from watch opening to watch closing) The work force deployed for this contract shall be the regular employee of the contractor. The contractor shall be responsible for the compliance of all provisions of the labour laws applicable for such work force and their service condition in his own establishment and for settlement of any dispute arising out of the terms and conditions of services of the personnel.
2. **As the site of work is in the restricted area, the contractor is required to obtain Aerodrome Entry Permit (AEP) for his staff, to be issued by BCAS, through AAI. Applicable fees for obtaining the AEP shall be paid by the agency and the rates quoted shall be inclusive of such fees. Nothing extra shall be paid on this account. The tenderer has to make arrangement for Police verification of his staff and security clearance and programme for his agency as stipulated by BCAS. In case of rejection of security clearance by BCAS, the said contract will be terminated from the date of issue of letter by BCAS.**
3. It shall be the sole liability of the contractor (including the Contracting firm/Company) to obtain and to abide by all necessary licenses / permissions from the authorities concerned as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (R & A) Act 1970.
4. The Contractor shall discharge obligations as provided under various applicable statutory enactments including EPF and miscellaneous provision act 1952, the Employees State Insurance (ESI) Act 1948, the Contract Labour (R & A) Act 1970, the Inter State Migrant Workmen (Regulation of employment and conditions of service) act 1979, the Minimum Wages Act 1948(Central Act XI of 1948), the Payment of Wages Act 1936, the Workmen's Compensation Act 1923, Factory Act, 1948, Payment of Bonus Act, 1965, KARNATAKA Government Gazette Notification and other relevant act, rules and regulations, instructions etc issued / enforced from time to time. The contractor shall submit an affidavit as mentioned in the Annex 'C' in stamp paper of Rs. 50/- in respect of the payment of minimum wages and EPF. The cost of the same shall be borne by the contractor.
5. The Contractor has to ensure that the quoted rates shall be as per the minimum wages for the particular work prevailing during the period of contract (Refer Annex-C).
6. The Contractor shall pay the monthly wages and bonus (as applicable) for the workmen engaged for this contract by cheque or crediting the wages in their individual bank account after obtaining authorization from the contract workers, in order to ensure transparency and facilitate timely payment. The Contractor should ensure that the bank accounts are opened in respect of each contract labour and their wages are deposited and disbursed through the Bank only.
7. The contractor shall pay the additional wages to workmen employed on National Holidays which is inclusive of rate quoted.

8. The contractor shall ensure that the disbursement of wages is done on time and the documentary proof to be submitted to AAI.
9. The Contractor shall intimate his PF code no. and ESI Registration No. to AAI and shall continue to have valid PF code no. and ESI Registration No. till actual completion of the contract.
10. Quoted rate of the contractor should be exclusive of all statutory labour components such as EPF, ESI, Bonus, GST and all other applicable taxes as per prevalent State and Central Government Guidelines. ESI, EPF, GST and Bonus (as applicable) will be reimbursed on actual basis subject to submission of documentary evidence and verification of the same. **EPF Contributions by the employer are payable on maximum wage ceiling of Rs.15000.00**
11. The Contractor shall provide a monthly statement by 20th of every month, showing recoveries of statutory contributions and proof of remittance of EPF/ ESI contributions in respect of workers engaged in contract work. AAI reserves the right to withhold any payment, if ESI and EPF contribution are not paid in time by the contractor and proof to that effect has not been submitted.
12. Escalation of rates is not acceptable during the period of contract except notified increase in minimum wages by Central / State Government.
13. Difference in minimum wages based on actual payment made to workers and mandatory contribution towards EPF & ESIC and Bonus will be reimbursed to the contractor on revision of minimum wages by Central/State Govt. subject to submission of proof of payments made and subsequent verification of the same. EPF Contributions by the employer are payable on maximum wage ceiling of Rs.15000.00.
14. The Contractor shall provide a list of workers engaged for contract work along with their EPF Account No. and ESI Registration No.
15. In accordance with the Minimum Wages Act 1948, payment of minimum wages to laborers is mandatory. Similarly, deduction of provident fund amount at the prescribed rate and its timely deposit to the P.F. account is a legal obligation under the Contract Labour (Regulations and Abolition) Act , 1970.
16. The contractor shall maintain all registers and records required to be maintained under the various labour enactment and the rules framed therein.
17. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
18. The contractor shall solely be responsible for payment of monthly wages and other payments due to the personnel deployed by him latest by 7th of the subsequent month. The contractor shall be directly responsible for and indemnify the Authority against all charges, claims etc arising out of disputes relating to dues and employment of personnel deployed by him.

19. The contractor shall deploy the required number of personnel as specified in scope of work and carry out the work to the satisfaction of Airport Director. If the performance of any of the persons deployed by the contractor is found not satisfactory, the contractor shall replace him forthwith, upon receipt of information to that effect from AAI. The workers deployed by the contractor may be required to perform other allied works in and around the operational area like removal of dead animals/birds, removal of foreign objects detected (FOD), assist in grass cutting, removal of grass, operation of zone gun etc. as and when required and the contractor shall ensure its compliance. The persons so deployed shall not smoke in the operational area.
20. Bird scarers will have to undergo local training to meet the job requirements and safety precautions in the operational area.
21. The contractor shall thoroughly brief the bird scarers on restrictions in operational area and train them on bird scaring and allied jobs.
22. AAI shall have the right to terminate the contract by giving 30 days' notice, if the service provided by the contractor is not found satisfactory. Similarly a written notice of 30 days shall be served by Registered Post or by hand to the contractor, in case of foreclosing/abandoning the contract. Notwithstanding the above, the contractor shall however continue to provide the services as required for further 90 days or till new tender is awarded whichever is earlier.
23. The contractor shall have no right to claim any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole.
24. The contractor shall be responsible for settling any claim/ compensation against all damages and accidents caused due to negligence on the part of his employees and shall keep AAI indemnified from any compensation/liability.
25. AAI will not be responsible for any injury sustained by contractor's workers during the performance of their duties and also any damages or compensation due to any dispute between him and his workers. All the persons employed shall be insured by the contractor. The contractor shall comply with all provisions of Labour Acts/Enactments hitherto in force or enacted from time to time during execution of this contract and contractor shall be responsible for all liabilities arising out of these provisions. Furthermore, the contractor shall be responsible for payment of compensation, insurance etc if any, in respect of his employees.
26. In respect of all the labours employed directly or indirectly for the works, the contractor at his own expense will arrange for safety provisions to comply with statutory regulations. He shall indemnify AAI against claims for compensations in this respect.
27. The workmen employed by the contractor will have no claim whatsoever on the AAI and shall not raise any industrial dispute, either directly or indirectly with or against AAI, in respect of any of their service conditions so long as they are employed on AAI premises for the execution of the above contract.

28. The contractor shall furnish all the details such as Name, address, photo, age, specimen signature etc of the persons to be employed for the work and AAI shall have the liberty to reject any person.
29. In case it is noticed by the AAI that the work carried out by the contractor is not up to the required standards, written notice will be given to him warning him/her of the bad state of work and asking him/her to improve upon the standards within the period specified by the Airport Director. In the event of the authority finding that there is no improvement and the work is not being carried as per instructions, the authority will have the right to terminate the contract forthwith and forfeit the security deposit.
30. The contractor shall carry out the job as per specifications and to the satisfaction of AAI. In case of complaints in respect of the nature of service or the personnel doing the same, the AAI will intimate to the contractor who shall attend to and sort out the complaints promptly.
31. The contractor's representatives and employees of the contractor shall abide by the Rules and Regulations of the AAI while performing their job in the said premises.
32. The bills submitted by the contractor shall be verified and certified by the Airport Director or his designated officer for the purpose. Proportionate deduction from monthly bills will be made for short supply of manpower and penalty if any.
33. Monthly running payments will be made in the following month after deducting any or all recoveries, penalties, etc which the contractor might have rendered himself liable. The contractor has to submit his bill every month for the completed period of one month with all supporting documents as required.
34. The Contractor, whose tender is accepted, will be required to furnish an amount equal to 10% of the contract amount of the work as Security Deposit for the fulfillment of the contract, The Security deposit can be accepted by Demand Draft favoring Airports Authority of India, payable at Chennai. Alternatively, Security deposit @ 10% of gross value of the bill will be deducted from the monthly bills. The same will be refunded to the contractor without interest, after one month from the date of completion of the contract and after the completion of all the payments by the Contractor.
35. The Security deposit will also be accepted in the form of Bank Guarantee of ICICI Bank in the prescribed form, provided confirmatory advice is enclosed.
36. In order to ensure that there is no liability on the part of AAI, it is agreed between the Parties that Security Deposit deducted will be released without interest after one month from the date of completion of contract on the submission of labour clearance certificate from the concerned authority so that if there is any claim made by workmen regarding their dues, the same can be adjusted against the balance money, so kept, provided the contractor has not paid the said legal dues.
37. Period of contract shall be **Twenty-Four Months** from the date of commencement of work and further extendable by one more year on the same rates as well as the same Terms & Conditions, subject to satisfactory performance of the contractor and mutual consent.
38. The successful tenderer or contractor on acceptance of his tender by AAI, shall sign the contract agreement within 15 days from the date of award of the work.

39. The contract agreement shall be executed on a non-judicial stamp paper of value of Rs 100/- and the cost of the same shall be borne by the contractor.
40. Sales tax or any other tax on materials and also on the turn over, if any, in respect of this contract shall be payable by the contractor and AAI will not entertain any claim in whatsoever in this respect.
41. The work shall commence from the day on which written orders to commence work is issued. If the contractor commits default in commencing the work as aforesaid, AAI shall without prejudice to any other right or remedy is at liberty to forfeit the earnest money absolutely.
42. **Uniform:** The Contractor shall provide Uniform, Reflective jacket, Raincoat, Gumboots and Socks etc to the workers. Torch, gloves and other tools required are also to be supplied by contractor.
43. Uniform requirements for the man power deployed.

MINIMUM UNIFORM TO BE PROVIDED PER YEAR		
Male Staff	Pant	2 no
	Shirt	2 no
	Shoes with lace	1 pair
	Socks	2 pair
	Rain Coat	1 Pair
	Reflective Jackets	2 no

44. It shall be the contractor's responsibility to provide all amenities/facilities to the workmen such as canteen services, rest room, drinking water facility, latrines, urinals, first aid and medical facility as under the Contract Labour Act.
45. The Fire crackers required for Bird and Animal Scaring will be procured and supplied by AAI.
46. The contractor shall comply with the security rules and regulations being enforced from time to time at the work place
47. If any of the contractor's workmen employed on AAI premises commit any misconduct, it shall be contractor's responsibility to take disciplinary action against them in accordance with law.
48. The contractor shall be responsible for the following points during period of contract:
- i. All the Payment is to be made to the workers by A/c Payee Cheque/RTGS/NEFT only.
 - ii. The contractor should submit a detail statement of wages paid to employees before 10th of every month.
 - iii. Verification of the principal employer (AAI) as and when required.
 - iv. P.F. Contribution for total manpower per year for each worker on actual wages paid.
 - v. E.S.I.C./Accident cum Medi claim Policy Premium for total manpower per year for each worker.

vi. Bonus for total manpower @ 8.33% per year for each worker.

49. Payment will be made to the contractor after submitting the following documents each month.

- i. Wage Register.
- ii. Attendance Register
- iii. Payment details to employee
- iv. EPF/ ESIC copies along with details of PF/ESIC contribution of each worker and employer along with undertaking that working employee and firm contribution is inclusive in the challans submitted.

50. Dispute Resolution Mechanism and Arbitration

Except where otherwise provided in the contract, all questions and disputes claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract shall be dealt with as mentioned hereinafter.

- a. **Through Dispute Resolution Committee:** Any dispute as stated above shall be referred in the first place to the Dispute Resolution Committee (DRC) appointed by the Airport Director/ Member (Operations)/ Chairman, Airports Authority of India.
 - 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 repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the Officer-in-charge, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee (DRC) appointed by Airport Director/ Member (Operations)/ Chairman, Airports Authority of India.
 - 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.
 - iv. 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.

- v. 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.
- b. **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 Member (Operations) / Chairman, 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.
- c. 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 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.

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

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

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

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

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

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties

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

All disputes and differences arising out of or in any way touching or concerning this contract shall be referred to the sole arbitration of a person to be appointed by the chairman of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitrator Act & Conciliation Act, 1996 shall be applicable. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any court of Law, on this account. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city/town/ district where the airport is located.

51. Novation Clause:

The contract period is 1 years or the date of transfer of the airport under the PPP mode / O&M contract. The contract may be terminated with a termination notice of 30 days without any liabilities to AAI on account of anything else what so ever.

Obligations relating to Transfer

The Authority agrees that during the Contract Period, in the event the Authority transfers the rights to operate and maintain the Airport to a third party(s), the Authority shall ensure that;

The Authority shall cause to transfer/novate this Agreement, in favour of such third party, on the principle that such transfer/novation would release Authority of all liabilities and obligations arising from and after the date of transfer/novation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/novation; and The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Contractor shall be vested in such third party

SPECIAL CONDITIONS OF CONTRACT

SCOPE OF WORK

1. Scope of this work covers Bird and Animal Hazard Control and Allied Services at Hubballi Airport in line and compliance of Bird and Animal hazard control SOP to ensure safe and secure flight operations considering following points and as per the terms and condition of contract mentioned in tender document
2. The personnel engaged by the contractor shall be of unblemished character and antecedents, below 50 years of age and physically fit to carry out the work of Bird & Animal scaring and allied services at HUBBALLI Airport.
3. Their duties and responsibilities would be as follows:
 - a. To guard the airfield by scaring and chasing the birds/animals/dogs using Fire crackers supplied by AAI or other means as advised by the owner from operational area and ensure it is obstruction free for flight operations
 - b. **Deploying Bird Chasers. (5 Nos. Bird Chasers and 1 Supervisor per shift in two shift operation for all days including holidays) (1 weekly off for all the workmen is essential as per labour laws and it is responsibility of contractor to provide sufficient relievers to cover weekly off duties).**
 - c. Bursting of crackers and operation of Laser guns etc. Required crackers will be provided by AAI. However, AAI reserve right to instruct contractor for procurement, storage and supply of crackers on AAI approved rates and cost of crackers will be reimbursed to contractor on submission of original Tax invoice.
 - d. Operation of Zone Gun as per SOP and instruction of Duty officer ATC. (Zone Guns will be provided by AAI)
 - e. Refilling of empty LPG Cylinders used for Zone Gun. Contractor required to refill LPG Cylinders provided by AAI. Cost of refilling will be reimbursed to contractor on actual basis.
 - f. To remove dead /injured bird / animals, cracker residual, plastic item such as bottles wrappers from the runway and the surrounding area within the operational area.
 - g. Effective use of Cages provided in operational area to trap dogs /animal as per operational situation and required for safe operations in consultation with wild life experts /forest department and in coordination with ATS In charge / Duty officer (ATC).
 - h. To assist in allied services like grass cutting, removal of grass, clearing of trees and bushes, marching on RWY strip etc. in operational area as and when required.
 - i. Provision of required tools tackles, lathis and animal catching/chasing devices, Dragon Lights / High Beam Torch as per site requirement and to ensure day & night operations
 - j. To remove foreign objects debris (FOD) from the airfield.
 - k. To carry out other related works assigned by DATCO
4. Supervisor shall be responsible on behalf of contractor for deployment of Bird Scarers and shall carry out supervisory duties envisaged under the job contract.
5. Bird scarers will have to undergo local training to meet the job requirements and safety precautions in the operational area.
6. The Contractors shall deploy one Bird Scarer for every 600 meters of runway length (Total length of the Runway is 2600 meters). Therefore, the contractor is required to deploy manpower in the following positions in two shifts.

Bird Scarers per shift	5	(Total 10 per day on all days).
Supervisor per shift	1	(Total 2 person on all days)

7. As per the terms of Labour laws, provision of weekly off is mandatory for each employees engaged in the contract, and suitable reliever to be engaged by the contractor to cover the vacant post during weekly off day, for which no extra payment will be made by AAI.
8. The contractor shall provide required tools tackles, lathis and animal catching/chasing devices, Dragon Lights / High Beam Torch as per site requirement and to ensure day & night operations
9. The required number of Bird & Animal scarers to perform the work to the satisfaction of Airport Director shall be provided during the operational hours on all days.
10. The contractor shall supply additional manpower on requirement of AAI based on written requirement from AAI due to likelihood of increased bird activity/animal menace/increased watch hour for which the contractor shall submit separate bills as per this quote.
11. The contractor shall be responsible to scare/chase birds/animals/dogs from airfield/operational area using fire crackers or other means as directed by Airport Director.
12. The contractor shall comply with the security rules and regulation being enforced from time to time at the work place.
13. The contractor shall be responsible for clearing the remains of birds and animals in the operational area of the Airport.
14. The contractor shall scare/chase birds and animals from airfield as directed by officer In-Charge, ATS or the duty ATC officer
15. The job contract is meant to protect aircraft from bird and animal hit. During the period of contract any bird and animal hit to aero plane on the runway will be treated as contractor's failure and invite penalty as per para 17. The decision of AAI in this regard shall be final and binding to the parties hereto.
16. Bird and Animal watching and Alerting: in the addition to bird and animal scaring, the job of bird watching and alerting has also to be carried out. The Bird and Animal watcher shall keep a watch on the operational area for bird and animals. The location /place of deployment of bird and animal watcher will be decided in consultation with In-Charge (ATC) / Duty officer (ATC).
17. The penalties as mentioned below are leviable on the contractor for not deploying the manpower as per plan/chart: -
 - a) Recovery rate for absentee-per shift per person (in Rs.).
 - i. Bird scarer each daily wage plus Rs. 100/- per instance.
 - ii. Supervisor each daily wage plus Rs. 100/- per instance.
 - b) Not providing uniforms to workmen within one month of award of work-recovery of an amount of Rs. 100/- per person per week till the compliance of the same.
 - c) Not wearing proper uniform each Rs. 150/-.
 - d) Violation of Airside regulation per occasion Rs. 2000/-.
 - e) Confirmed bird hit due to deficiency in services by agency- per occasion Rs. 5000/-.

-----***-----

UNCONDITIONAL ACCEPTANCE LETTER
(SCANNED COPY TO BE SUBMITTED IN ENVELOPE No. I)

To
THE AIRPORT DIRECTOR,
AIRPORTS AUTHORITY OF INDIA,
HUBBALLI AIRPORT.
HUBBALLI -580030. KARNATAKA.

ACCEPTANCE OF AAI's TERMS AND CONDITIONS OF TENDER

TENDER ID NO:_2022_AAI_126604_1

Name of Tender / Work:

Job contract for providing Bird & Animal Scaring and Allied Services in the Operational area at HUBBALLI Airport.

Sir,

1. I / We have downloaded / obtained the e-tender documents for the work of Job contract for providing Bird & Animal Scaring and Allied Services in the Operational area at HUBBALLI Airport.
2. I/we hereby certify that I/We have inspected the site and read the entire terms and conditions of the tender document including all documents, annexures, schedules, corrigendum etc which forms part of the contract agreement and I/we shall abide by the conditions/clauses contained therein
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its totality / entirety for the above work.
5. The contents of Notice Inviting Tender - Guidance to Tenderers of the Tender document have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remarks/conditions (except unconditional rebate on quoted rates, if any) along with the tender document and the same has been followed in the present case. In case, this provisions of the tender are found violated after opening of Tender, I / We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money.
6. That, I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any Officer of AAI asks for bribe/ gratification, I will immediately report it to the appropriate authority in AAI.

7. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt Department / Public Sector Undertaking.
8. I/We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then your department / organization shall without giving any notice or reason therefore or summarily reject the bid or terminated the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
9. The required earnest money amounting **Rs.1,16,210.00 (Rupees One lac Sixteen Thousand and Two Hundred and Ten)** has been paid online through State Bank of India Payment Gateway. Transaction ID_____

Yours faithfully,

Name and Signature of the contractor with Stamp Date:

TENDER FORM

DECLARATION BY THE TENDERER/CONTRACTOR

To

**The Airport Director,
Airports Authority of India,
HUBBALLI Airport.
HUBBALLI -580030.**

Sir,

I / We have read the following documents and all other relevant documents relating to e-tender for the work of "Job Contract for providing Bird & Animal Scaring and Allied Services in the Operational area at HUBBALLI Airport".

- a) Notice Inviting Tender
- b) Guidance to Tenderers
- c) General Conditions of Contract
- d) Scope of Work
- e) Bill of Quantities
- f) Unconditional acceptance letter
- g) EMS undertaking

I / We hereby tender for the work referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respect with the Scope of work, General conditions and other relevant details at the rates contained in schedule of rates and within the period of completion.

I / We agree to keep the tender open for acceptance for 90 days from the date of opening of financial bid and not to make any modification in its terms and conditions which are not acceptable to AAI.

A sum of **Rs. 1,16,210/- (Rupees One Lac Sixteen Thousand Two Hundred and Ten only)** has been paid online through State Bank of India Payment Gateway. .

If I/We fail to keep the tender open for **90 days** from the date of opening of financial bid or make any modifications in terms and conditions of tender which are not acceptable to AAI, I/ We agree that said AAI or its successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Further if I / We fail to commence work as specified I / We agree that AAI or its successors in office shall without prejudice to any other right or remedy available in law be at liberty to forfeit the said earnest money, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained. Further I/we agree that in case of forfeiture of EMD as aforesaid I/we shall be debarred for participation in the re-tendering process of the work.

Should this tender be accepted, I / We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

Date.....

Signature of the contractor

Name

Address

.....

.....

Phone

Fax

E-mail

MINIMUM WAGES

The wages paid to the workmen by the contractor shall not be less than the latest minimum wages fixed by the Central or State Government or existing wages whichever is higher. The difference between the latest minimum wages paid to the workmen and the minimum wages considered for estimation (given in the table below) will be reimbursed by AAI upon submission of proof:

Sl.No	CATEGORY OF LABOUR	WAGES PER DAY PER PERSON IN Rs.	REMARKS
1.	Supervisor/Semiskilled	625	As per order dated 31.03.2022 vide F.No 1/4(3)/2022-LS-II by Government of India, Ministry of Labour & Employment O/o Chief labour Commissioner(c), New Delhi wef 01.04.2022.
2.	Bird scaring staff /Unskilled	553	

.....

AFFIDAVIT

(To be submitted on non-judicial stamp paper of Rs.100)

I _____(Name), aged__years,S/o _____(Name),
Proprietor/Managing Partner / Managing Director of _____(Name of Agency) do
hereby solemnly affirm and state as follows:

I am competent to swear this affidavit on behalf of_____ (Name of Agency), I state
that the wages to be paid to the workers engaged in the contract awarded to me
(Agreement no. _____dated_____) shall not be less than the minimum wages
determined by appropriate Govt. Authority from time to time. I will deduct
Provident fund amount at the prescribed rate in accordance with EPF & MP Act, 1952
from the workers engaged and its timely deposit to the PF account.

Date this, the_____day of _____month_____year_____.

DEPONENT

.



(To be submitted by bidders in Envelope-I)

Undertaking for Registered under GST and complaint of GST provision

I/We _____ (Name of company/ Firm) _____ hereby undertakes that we are registered under GST and complying the GST provision. In case of non-compliance of GST provisions and blockage of any input credit, we (the bidder) shall be responsible to indemnify AAI.

Name and Signature of the contractor with Stamp

Date: _____

ANNEXEURE-G

(To be uploaded in Envelope 1)

Name of work: Job contract for providing Bird & animal scaring and allied services in the operational area at HUBBALLI Airport

1	2	3	4
Ref. No.	Name of Items	SAC Code	GST Rate
1	Job contract for providing Bird & animal scaring and allied services in the operational area at HUBBALLI Airport		

Place:

Date:

Name and Signature of the contractor with Stamp

AGREEMENT FORM

(To be printed on Rs.100 stamp paper)

This agreement made this _____(date in figures & words) between Airports Authority of India, a Public Sector Undertaking (Government of India), incorporated under the Airports Authority of India Act 1994 having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi - 110 003 through its Airport Director, AAI, HUBBALLI airport (hereinafter referred to as "owner" or AAI which expression shall include its administrators, successors, executors and assigns of the one part and M/s. -----(hereinafter referred to as the "Contractor", which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

Whereas AAI is desirous of getting the work of "Job Contract for Providing Bird & Animal Scaring and Allied Services in the Operational area at HUBBALLI Airport (hereinafter called work) done by means of a contract, had invited tenders for this work as per tender documents sold for this purpose. And whereas the contractor had participated in the above referred bidding vide his proposal No.-----dt ----- and other subsequent referred letters, AAI accepted his aforesaid proposal and awarded the work to the contractor on the terms and conditions contained in its acceptance letter No. AAI/ dt and documents referred to therein which have been accepted by M/s resulting into a contract.

NOW THEREFORE THIS DEED WITNESSTH AS UNDER

The Owner has awarded the contract to the contractor for the work of " Job Contract for Providing Bird & Animal Scaring and Allied Services in the Operational area at HUBBALLI Airport " on the terms and conditions contained in its acceptance letter NO.AAI/.....dated....and documents referred to therein, the award has taken effect from i.e. the date on which site has been taken over. The terms and expression used in this agreement shall have the same meaning as are assigned to them in the contract documents referred to in the succeeding articles.

Article 2.0 Contract Documents:

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as contract documents)

<u>NO.</u>	<u>LETTER NO.</u>	<u>PAGE.NO</u>
1.	Work Order No.AAI/	Dtd:.
2.	Contractor's Offer letter No.	Dtd:
3.	Acceptance Letter	
4.	Envelope - I & II	
5.	Order Lr.No.AAI/	Dtd:
6.	Index Sheet for Tender Document	
7.	Notice Inviting Tender	
8.	Tender forms	
9.	Guidance to Tenderers	

- 10. General Conditions of Contract
- 11. Scope of Work
- 12. Bill of Quantities

(All correspondences between the Owner & Contractor before award of work shall form part of Agreement)

All the aforesaid contract documents shall form an integral part of this agreement in so far as the same or any part thereof conform to the tender document and what has been specifically agreed to by the owner on its letter of acceptance. Any matter inconsistent therewith, contrary or repugnant thereto or any deviation taken by the contractor in its proposal not agreed to by owner in its letter of acceptance or any other letter which forms a part of contract documents mentioned sake of brevity this agreement along with its aforesaid contract document shall be referred to as the agreement.

Article 3.0 conditions and covenants:

3.1 The scope of contract, consideration, terms of payment, prices adjustment taxes, wherever applicable, insurance, liquidated damages, period of completion, defects liability period and all other terms and conditions are contained in aforesaid tender documents. The contractor shall duly perform the contract strictly and faithfully in accordance with the terms of agreement.

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

Article 4.1 Settlement of Disputes:

It is specifically agreed by and between the parties that all the difference or disputes arising out of the agreement or touching the Subject matter of the agreement shall be decided by the process of settlement and arbitration under the provisions of the Indian Arbitration Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall have exclusive jurisdiction over the same.

4.2 Notice of Default:

Notice of default given by either party to the other under the agreement shall be written and shall be deemed to have been duly and properly served upon the parties here to if delivered against acknowledgment due addressed to the signatories at the address mentioned here in above.

THIS CONTRACT AGREEMENT IS ALLOTTED THE NUMBER:

AAI/-----dated -----

In witness whereof: The parties through their duly authorized representative have executed these presents (execution of where of has been approved by the competent authorities) on the day, month and year first above mentioned at.

Contractor's Signature

Owner's Signature

WITNESS:

- 1.
- 2

ITEM RATE BOQ (BILL OF QANTITIES)

Tender Inviting Authority: AIRPORTS AUTHORITY OF INDIA, HUBBALLI AIRPORT, HUBBALLI
 Name of Work: Job Contract for Providing Bird and Animal Hazard Control and Allied Services in the Operational Area, HUBBALLI Airport, HUBBALLI
 Contract No: _____

Validate Print Help

Item Rate BoQ

Tender Inviting Authority: Asst.General Manager (ATM), HUBBALLI AIRPORT

Name of Work: Job contract for providing Bird & Animal Hazard Control and Allied Services in the operational area at Hubballi Airport

Contract No: 2022_AAL_126604_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 relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE (Per Month) in figures to be entered by the Bidder excluding GST in Rs P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	8	9
1.01	Job contract for providing Bird & Animal Hazard Control and Allied Services in the operational area at Hubballi Airport with provision of manpower as per term & condition of contract (For 02 year period) Note: 1. Agency will be required to provide minimum 10 Trained Bird Chasers (Unskilled Labour) and 2 Supervisors (Semi Skilled) Supervisor per day for all days including including Sunday and public holidays 2. The rate shall be quoted inclusive of all taxes but excluding GST, EPF, ESI and Bonuse which will be reimbursed separately on the actual payment basis on production of documentary evidence /proof of depositing such amount to statutory, regulatory authorities as applicable 3. GST component will be payed to the contractor on the actual payment basis on production of tax Invoice	24	MONTHS		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	

CHECK LIST

(To be uploaded in Cover/Envelope 1)

Name of work: Job Contract for providing Bird and Animal Scaring and allied Services in the Operational area at HUBBALLI Airport.

1	2	3	4
Ref. No.	Qualifying criteria	Particulars	Enclosure check list
1	Name and address of the firm/contractor		
2 Envelope - I shall contain			
a.	Scanned copy of transaction slip for tender fee for Rs.1770.00		Tender fee paid and copy enclosed: Yes / No
b.	Scanned copy of transaction slip for EMD for Rs.1,16,210.00		EMD paid and copy enclosed: Yes / No
c.	Digitally signed tender documents		Copy enclosed: Yes / No
d.	Copy of Unconditional acceptance letter – Annex A		Copy enclosed: Yes / No
e.	Tender form (Annex B)		Copy enclosed: Yes / No
f.	Copy of Annex C-Minimum wages		Copy enclosed: Yes / No
g.	Copy of Annex D Affidavit- Min wages		Copy enclosed: Yes / No
h.	Copy of Annex F_ GST undertaking		Copy enclosed: Yes / No
i.	Copy of Annex G SAC_GST Code		Copy enclosed: Yes / No
j.	Copy of Permanent Account Number (PAN) card		Copy enclosed: Yes / No
k.	Copy of GSTIN		Copy enclosed: Yes / No
l.	Copy of ESI registration		Copy enclosed: Yes / No

m.	Copy of EPF registration		Copy enclosed: Yes / No
n.	Copy of Firm/Company Registration		Copy of Registration certificate enclosed: Yes/No
o.	Copy of Certificate from clients of having satisfactorily completed Three works of Rs. 23,24,196.00 OR Two works of Rs. 29,05,245.00 OR One work of Rs. 46,48,392.00 of any similar nature of work /AMC with Supply of Manpower/Supply of Manpower during last seven years ending on 31.03.2022 in India.	Details of the three/two/one work(s) as applicable to : Name of Work: Work order/Agreement no. & date: Cost Stipulated date of completion as per contract agreement: Actual date of completion: Completion cost: EOT granted (if any) up to _____ with/without levy of compensation.	Copy of certificates enclosed: Yes / No Details of EOT case as per column-3.
p.	Whether experience from Govt. organizations or private clients	Govt. organizations /Private clients. (Tick whichever is applicable: In case experience of private client, TDS certificate from clients to be enclosed)	Copy of TDS certificate: Yes / No
q.	Copy of Balance sheet & Profit & Loss account	Balance sheet of three years (ending 31 st March 2022)	Copy enclosed: Yes / No
r.	Copy of Authorization letter / Power of attorney		Copy enclosed: Yes / No
3. Envelope - II (Price / Financial bid)			
a	Financial bid uploaded through e-portal		BOQ Uploaded: Yes/No
4	Any other information		

DECLARATION

I (_____) hereby declare that the documents submitted / enclosed are true and correct. In case any document at any stage found fake/incorrect, my EMD may be forfeited and action as deemed fit by AAI can be taken against me.

Place:

Date

Signature
Authorized Signatory of the Contractor/Firm