



**AIRPORTS AUTHORITY OF INDIA**

**E-TENDER DOCUMENT**

**FOR**

**DEPLOYMENT OF 05 ANIMAL CUM BIRD CHASERS AT PANTNAGAR  
AIRPORT FOR 12 MONTHS UNDER WILDLIFE HAZARD MANAGEMENT**



## **E TENDER DOCUMENT**

**NAME OF WORK: - DEPLOYMENT OF 05 ANIMAL CUM BIRD CHASERS AT PANTNAGAR AIRPORT FOR 12 MONTHS UNDER WILDLIFE HAZARD MANAGEMENT.**

**(Tender ID: - 2022\_AAI\_121181)**

**BID MANAGER: RAJEEV PUNETHA**

**DESIGNATION: Airport Director**

**CONTACT NO: 7900598000/05944-233685**

**E-MAIL ID: [apd\\_vipt@aai.aero](mailto:apd_vipt@aai.aero)**

**AIRPORTS AUTHORITY OF INDIA**

**PANTNAGAR AIRPORT**

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This Notice Inviting e-Tender Document Contains Pages (1 to 64) only as detailed above.

**Airport Director  
Airports Authority of India  
Pantnagar Airport**



**AIRPORTS AUTHORITY OF INDIA**  
**Pantnagar Airport**  
**NOTICE INVITING e-TENDER (2 Envelope Open Tender)**

Ref. No: AAI/Pantnagar/ATC/Bird Chaser/eNIT-01/2022-23

Date: 02.07.2022

1. Item rate tenders are invited through the e-tendering portal by **Airport Director, AAI, Pantnagar Airport (Bid Manager)** on behalf of Chairman, A.A.I. from the eligible contractors for the work of **“DEPLOYMENT OF 05 ANIMAL CUM BIRD CHASERS (01 Semi-Skilled & 04 Un-Skilled manpower) AT PANTNAGAR AIRPORT FOR 12 MONTHS UNDER WILDLIFE HAZARD MANAGEMENT”** an estimated cost of Rs. 9,50,776/- (**Rupees Nine Lakhs Fifty Thousand Seven Hundred and Seventy-Six Only**) exclusive of GST with period of completion 12 months. [Including all season(s)]

The tendering process is online at e-portal URL address **<https://etender.gov.in/eprocure/app>** or **[www.aai.aero](http://www.aai.aero)**. Aspiring bidders may download and go through the tender document.

Prospective Tenderers are advised to get themselves register at CPP-portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home Page after log in to the CPP - portal **<https://etender.gov.in/eprocure/apporwww.aai.aero>** they should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The tenderer may also take guidance from AAI Help Desk Support through path on [aai.aero/tender/e-tender/help/desksupport](http://aai.aero/tender/e-tender/help/desksupport).

- (i) For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk details are as below:

Tel: 0120-4200462, 0120-4001002, Mobile: 91 8826246593, E-mail: [support-eproc@nic.in](mailto:support-eproc@nic.in)  
Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject while emailing any issue along with the contact details.

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

- (ii) 08:00 hrs to 20:00 hrs(Mon-Sat)-  
011-24632950, Ext-3512 (Six Lines), E-Mail: [-eprochelp@aai.aero](mailto:-eprochelp@aai.aero)
- (iii) 09:30 hrs to 18:00 hrs(Mon-Fri)-  
011-24632950Ext-3523E-Mail:-  
[etendersupport@aai.aero](mailto:etendersupport@aai.aero),[sanjeevkumar@aai.aero](mailto:sanjeevkumar@aai.aero)[andsnita@aai.aero](mailto:andsnita@aai.aero).
- (iv) 09:30 hrs to 18:00 hrs (Mon-Fri) 011-24657900,E-Mail: - [gmitchg@aai.aero](mailto:gmitchg@aai.aero)



Tender fee of **Rs. 1180/- (Rupees One Thousand One Hundred & Eighty Only Including GST)** Non-refundable will be required to be paid offline in the form of Demand Draft from Nationalized or any scheduled bank (but not from co-operative or Gramin bank) in favour of Airports Authority of India payable at Dehradun. The original Demand Draft against Tender fee should reach by post/ courier/ given in person to the Bid Manager, within 3 days of the last date of bid submission or as specified in the Critical Data Sheet. The details of Demand Draft / any other accepted instruments, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

2. Following 02 envelopes shall be submitted through online at CPP-portal by the bidder as per the following schedule for **Tender ID: 2022\_AAI\_121181**: -

**CRITICAL DATA SHEET**

<b>Publishing Date</b>	Date 04.07.2022 upto 18:00 hrs
<b>Bid Document Download / Sale Start Date</b>	Date 05.07.2022 from 09:30 hrs.
<b>Clarification Start Date</b>	Date 05.07.2022 from 09:30 hrs.
<b>Clarification End Date</b>	Date 12.07.2022 from 17:30 hrs.
<b>Bid Submission Start Date</b>	Date 05.07.2022 from 09:30 hrs.
<b>Bid Submission End Date</b>	Date 13.07.2022 upto 17:30 hrs.
<b>Last date and time of submission hard copy of Tender Fee (submitted through online mode), Signed hard copy of AAI Unconditional Acceptance</b>	Date 15.07.2022 upto 17:30 hrs.
<b>Bid Opening Date (Envelope- I)</b>	Date 16.07.2022 at 10:00 hrs.
<b>Bid Opening Date (Envelope- II)</b>	To be intimated later on through CPP portal
<b>Tender Fee</b>	<b>Rs. 1180/- (i/c GST) Non-refundable.</b>

**Envelope-I (Tender Fee):** - Bid Containing Scanned copy of Unconditional Acceptance of AAI's Tender Conditions, Affidavit for payment of minimum wages, EMD fee and Tender fee.

The tenderer shall submit their application only at CPP portal <https://etender.gov.in/eprocure/app>. Tenderers are advised to follow the instruction provided in the tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents along with scanned copy of Demand Draft for Tender Fee. 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.

**Envelope-I Shall also Contain: -**

- (a) Scanned Copy of tender fee, submitted in online form by bank deposit of Value **Rs. 1180/-**.
- (b) Scanned Copy of EMD fee, submitted in online form by bank deposit of Value **Rs. 19,015/-**.
- (c) Unconditional Acceptance of AAI's Tender conditions (Performa given in page No 50 of tender document).

**Bank Account Details:**

<b>Account Name</b>	<b>Airports Authority Of India (Collection A/C) Jollygrant Airport, Dehradun</b>
<b>Account No.</b>	<b>31869898517</b>
<b>Bank Name</b>	<b>State Bank Of India</b>
<b>Branch</b>	<b>HHIT DEHRADUN</b>
<b>IFSC Code</b>	<b>SBIN0010580</b>

**(i) Shall also Contain (Pre-qualification and technical Bid): -****Qualifying requirements of contractors / Firms**

- a) Undertaking on letter head stating non-blacklisting of contractor on Stamp paper of Rs.100/-.
- b) Agency should have valid registration on the Date of issue of Tender in appropriate class of CPWD/ MES/ P&T/ Railways/ State PWD/ PSU/ Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata.

OR

Work Experience Certificate in the similar nature of work [Manpower contract for bird chasing/security jobs/hiring of vehicles (on pro-rata basis if driver is included in the contract)/trolley retrieval contract (on pro-rata basis for manpower engaged)/operation of E&M installations shall be considered as similar nature of work]. 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. 3,80,310 /- or two works each of Rs. 4,75,388 /- or one work of Rs 7,60,621 /-** in single contract of similar nature of work during last seven years ending on 30.04.2022.

**“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”**

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.**



- a) Aadhaar Card.
- b) PAN Card.
- c) GST Registration Certificate.
- d) EPF Registration Certificate.
- e) ESIC Registration Certificate.

- ii) Should have annualized average financial turnover of **Rs. 2,85,233 /-** against works executed during last three years ending 31st March of the previous financial year. As proof, copy of Abridged 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.

**Envelope-II (Financial Bid):** - The Financial e-Bid through CPP portal.

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

#### **Envelop –II Shall contain**

##### **a) e-Bid through CPP portal only in .xls Format**

3. Original Tender fees (online mode soft copy page), hard copy of signed Unconditional Acceptance of AAI's Tender Conditions and Affidavit for Payment of minimum Wages to be sent to the **O/o Airport Director, Airports Authority of India, Pantnagar Airport- 263145** and should reach to Bid Manager before the date & time mentioned in CRITICAL DATA SHEET. The tenderer whose Tender fees, unconditional acceptance of AAI's tender conditions and Affidavit for Payment of minimum Wages are not received by the time as per Critical Data Sheet, then their tenders will be summarily rejected. Any postal delay will not be entertained.

#### **4. Bids Opening Process is as below: -**

**Envelope-I: - a)** Containing documents for pre-qualification bid (uploaded by the contractors/firms) shall be opened as per CRITICAL DATE SHEET. The intimation regarding acceptance/rejection of their bids will be intimated to the contractors/firms through CPP portal.



**b)** Technical bid opening date shall be as mentioned in CRITICAL DATE SHEET. (Depending on pre-qualification, any changes in the date shall be intimated through CPP portal).

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

**Envelope-II:** - The financial bids of the contractors/ firms found to be meeting the qualifying requirements and technical criteria shall be CRITICAL DATE SHEET. (Depending on Technical bid evaluation, the date shall be intimated through CPP portal).

5. 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.
6. AAI reserve 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 reserve the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then AAI shall take the following action:**
  - a) The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual/legal action.
7. Consortium /JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
8. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
9. Concessions to Indian Micro & Small Enterprises (MSEs) units and registered in NSIC will be given as per the provisions (para-10) of public procurement policy for MSEs order 2012, MSEs (Micro & Small Enterprises) registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom etc.

**Airport Director  
Pantnagar Airport  
For & on Behalf of Chairman  
Airports Authority of India**





### CHECK LIST

**Name of Work: - DEPLOYMENT OF 05 ANIMAL CUM BIRD CHASERS AT PANTNAGAR AIRPORT FOR 12 MONTHS UNDER WILDLIFE HAZARD MANAGEMENT.**

Ref. No.	Qualifying criterion	Particulars	Enclosure check list
1	2	3	4
1	Name of Firm/ Contractor:		
	Address :		
	Contact Details :		
	E-mail Address of Bidder		
2	<b>Envelope-I Bid Containing Scanned copy of Unconditional Acceptance of AAI's Tender Conditions, EMD Fee and Tender fee</b>		
	<b>Tender Fee of Rs. 1180 /-</b> in the online form.	Through Online Mode	Copy enclosed: YES/NO
	<b>EMD Fee of Rs. 19015 /-</b> in the online form.	Through Online Mode	Copy enclosed: YES/NO
	Bid containing scanned copy of Unconditional Acceptance of AAI's Tender	Through CPP portal	Copy enclosed: YES/NO
	Scanned copy of tender fee in the form of Demand Draft of value <b>Rs. 1180/- (i/c GST) Non-refundable</b> in the online form.	Through CPP portal	Copy enclosed: YES/NO
3.	<b>Envelope I: - (Pre-qualification and technical Bid): - Qualifying requirements of contractors / Firms</b>		
	Agency should have Permanent Account Number (PAN), GST Registration and EPF & ESIC Registration.	Through CPP Portal	Copy enclosed: YES/NO
	Agency should have valid registration on the Date of issue of Tender in appropriate class of CPWD/ MES/ P&T/ Railways/ State PWD/ PSU/ Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata.  OR	Through CPP Portal	Copy enclosed: YES/NO

	Certificates from clients of having Satisfactorily completed similar works/ as per NIT Details (Three works each of <b>Rs. 380310</b> /- or two works each of <b>Rs. 475388</b> /- or one work of <b>Rs. 760621</b> /- in single contract of similar nature of work during last seven years ending on 31.03.2022 in India.		

a.	Three works of <b>Rs. 380310</b> /- of Similar Nature	Name of Work:	Copy enclosed: Yes/No.
		Work Order	
		Completion Certificate:	
		EOT Granted (if any) up to ..... With/ without levy of compensation.	
b.	Two works of <b>Rs. 475388</b> /- of similar nature	Work No.1,2	Copy enclosed: Yes/No.
		Name of Work:	
		Work Order	
		Completion Certificate :	
c.	One works of <b>Rs. 760621</b> /- in single nature	EOT Granted (if any) up to ..... With/ without levy of compensation.	Copy enclosed: Yes/No.
		Work No.1	
		Name of Work:	
		Work Order	
		Completion Certificate :	
		EOT Granted (if any) up to ..... With/ without levy of compensation.	
		Work No.1	
		Name of Work:	
		Work Order	
		Completion Certificate :	
		EOT Granted (if any) up to ..... With/ without levy of compensation.	

d.	Whether experience from Govt. organizations or Private clients?	Govt. Organization / Private client (Tick whichever is applicable. In case experience of Private Clients, TDS certificate from clients to be enclosed) Only through CPP Portal.	TDS certificate enclosed: YES/NO
e.	Should have annualized average Financial turnover of <b>Rs. 285233</b> /- against works executed during 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 firm should be submitted along with the application.	Through CPP Portal	Copy enclosed: YES/NO

f.	Scanned copy of duly notarized affidavit on Non-Judicial Stamp paper of Rs 100 regarding compliance of minimum wages scanned copy of duty notarized declaration on non-judicial stamp paper of Rs 100 regarding black listing / debarring of firm, and digitally signed full Tender Document.	Through CPP Portal			Copy enclosed: YES/NO
g.	Turn Over Details as per NIT with Profit / Loss & Balance Sheet.				Proof of turnover enclosed (Abridged balance sheet & Profit & Loss A/c) YES/NO
		Year	2019-20		
		Year	2020-21		
		Year	2021-22		
4	Envelope-II (Financial Bid): - The Financial e-Bid through CPP portal				
a	Financial bid through e- portal(not to put in Envelop I & II), Uploaded on CPP E Tendering Portal only.	BOQ Only on .xls Format			

### **DECLARATION**

I/We, (\_\_\_\_\_) hereby declare that the documents submitted/enclosed for the tender are true to the best of my/our knowledge and belief. I/We further undertake that in case any of the documents submitted by me/us, is found to be forged/false at any stage, I/We may be debarred from AAI for taking participation in all future AAI works & any other suitable action may be taken against me/us as deemed fit by AAI.

**Date:**

**Place:**

**Signature & Seal**

**Authorized Signatory of the Contractor/Firm**

**AIRPORTS AUTHORITY OF INDIA NOTICE INVITING TENDER**

**CONDITION OF CONTRACT**

1. Item rate e-Tenders are invited on behalf of the Airports Authority of India for the bird cum animal chasing works at Pantnagar Airport as per GCC and SCC.
2. The Tenders shall be in the prescribed Form.
3. The time period of contract is of 12 months.
4. Not more than one Tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested, as Proprietor and/or partner shall tender for the execution of the same works. If they do so, all such Tenders shall be liable to be rejected.
5. The Accepting Authority as mentioned in NIT shall be the Accepting Officer hereinafter, referred to as such for the purpose of this contract.
6. Applications for issue of Tender documents shall be submitted to the Accepting Authority so as to reach his office not later than the dates as mentioned.
7. Tender documents consisting of plans, specifications, Schedule of quantities of the work to be done, the conditions of contract and other necessary documents will be open for inspection in the office of the Airport Director, Pantnagar Airport, between hours of 11.00 am & 4.00 pm every day except Saturday, Sunday and public holidays. NIT document can be downloaded from the AAI e-tendering portal.
8. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the work (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require, working conditions including space for stacking of materials, installation of zone gun, rates of various materials to be incorporated in works, conditions affecting accommodation and movement of labors etc. and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

9. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so. Such power of attorney to be uploaded with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
10. Submission of a 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 works to be done and of conditions local conditions, local material rates and other factors bearing on the execution of the works.
11. All rates shall be quoted in item section on AAI E-Tender portal as Envelope II / Price Bid.
12. In the case of item rate Tenders only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected.
13. As this tender is an Item Rate Tender, rates for all items quoted shall only be considered. Any tender containing percentage below / above the total estimated cost is liable to be rejected. Tenderers which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates will be summarily rejected.
14. Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision.
15. A **responsive bidder** is one who submits priced Tender and accepts all terms and conditions of the specifications and contract documents.
16. The Accepting Authority reserves to himself the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates.
16. On acceptance of Tender earnest money will be treated as part of the security deposit.
17. Airports Authority of India will return the earnest money where applicable to every unsuccessful Tenderer except as provided in the Tender documents.

18. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
19. The Tenderer shall not be permitted to tender for works in Airports Authority of India responsible for award and execution of contracts, in which his near relative is posted as AAI Official in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in Airports Authority of India. Any breach of this condition by the contractor would render him liable to be debarred from Tendering for next 2 years.
20. The contractors shall give a list of AAI employees related to him.
21. No officer of Executive / Gazetted rank or other Executive / Gazetted Officer employed in any Department of Airports Authority of India / Govt. of India is allowed to work as a contractor for a period of two years' retirement from Airports Authority of India / Government service, without the previous permission of Airports of India / Govt. 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 Airports Authority of India / Govt. of India as aforesaid before submission of the Tender or engagement in the contractor's service.
22. The Tender for works shall remain open for acceptance for a period of ninety days from the date of opening of Tenders. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
23. On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Airport Director or his authorized representative shall be communicated to the Airport Director or his authorized representative.
24. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also if the credential submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the AAI shall take the following action:
  - a) Debar the firm for a period to be decided by the committee duly constituted by the competent authority for this purpose.
25. All tendered rate shall be inclusive of levies payable under respective statutes **(but excluding GST)**. However, pursuant to the Constitution (46th Amendment Act. 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor there upon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the

opinion of the Airport Director or his authorized representative (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

- The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Airports Authority of India and / or Airport Director or his authorized representative and further shall furnish such other information/document as the Airport Director or his authorized representative may require from time to time.
- The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (46th amendment) Act 1982, give a written notice thereof to the Airport Director or his authorized representative that the same is given pursuant to this condition, together with all necessary information relating thereto.

26. The site for the work is available.

27. This notice of Tender shall form part of the contract documents. The successful Tenderer / contractor, on acceptance of his Tender by the Accepting Authority, shall within 10 days from the date of award of work 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 thereto.

**28. PURCHASE PREFERENCE TO PUBLIC ENTERPRISES**

The Accepting Authority reserves to himself the right to allow to the public enterprises purchase preference facilities as admissible under the existing policy on the date of opening of tender.

29. The AAI reserves the right to ask for submission of sample in respect of material for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer who is called upon to do so does not submit samples within 7 (Seven) days of written order to do so, AAI shall be at liberty to forfeit 50% of the said earnest money absolutely and reject the tender. **(If applicable)**

**30. SUBMISSION OF BANK GUARANTEE (Wherever applicable)**

The agency shall advise the branch of the bank issuing bank guarantee to send the original Bank guarantee directly to the Airports Authority of India (AAI) under Registered Post (A.D). However, in exceptional cases, where the guarantee is to be handed over by agency to the AAI for any genuine reasons, the branch shall immediately send by Registered Post (A.D) an unstamped duplicate copy of the guarantee directly to the AAI with a covering letter with request to compare the



same with the original received from their customer and confirm that it is in order. The agency shall also advise the issuing bank branch to incorporate the address etc. of the Regional / Controlling Branch of the issuing Branch in a suitable space in the Bank Guarantee. The A.D card shall be kept with relevant guarantee.

The agency shall also advise the issuing bank branch that whenever any letter is issued by AAI to the concerned Bank Branch, for confirmation of having issued the guarantee, Branches must send the confirmation letter to the concerned authorities promptly without fail.

31. Tender of the tenderers whose details of TENDER FEE (submitted through online mode) & unconditional acceptance of the AAI's tender conditions, affidavit for non-black-listed contractor & signed tender documents are not received by the time of the opening of pre-qualification of tender, then their tenders will be summarily rejected.
32. The rate quoted by the agency shall be in Indian rupees only and inclusive of all the taxes, duties (But Excluding GST), what so ever including excise duty, VAT / sales tax, labour, cess, octroi, if any, work contract tax, applicable custom duties, labor, tool and plants, packing freight / transportation of items up to the Airport / place of working i/c insurance up to the site, loading, unloading and hoisting arrangement for installation, testing of machinery including the fee (s) payable for obtaining the statutory license / approval etc.

**Airport Director  
Pantnagar Airport**

**For & on behalf of Chairman  
Airports Authority of India**

# **GENERAL CONDITION OF CONTRACTS**

### **TENDER**

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

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

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

If I/we, fail to furnish the prescribed performance guarantee (wherever applicable) within prescribed period, I/we agree that the said A.A.I. or his 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 A.A.I. or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money as aforesaid, I/We shall be debarred for participation in the re- tendering process of the work.

I/We hereby declare that I/we shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

**Date:**.....

**Signature of Contractor**

**Witness:**.....

**Postal Address:**..... ..

**Address:**.....

.....

**Occupation:**.....

## **AIRPORTS AUTHORITY OF INDIA**

### **General Rules & Directions**

All work proposed in the contract are tender document signed by the officer inviting tender. This document will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the application, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills.

1. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
2. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
3. Any person who submits an 'e' - tender shall follow the customized format of e-portal to submit their rates, stating at what rate he is willing to undertake each item of the work.

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be Summarily rejected.

No single tender shall include more than one work, but contractors who wish to tender for two works shall submit separate tender for each.

4. (i) The rate(s) must be quoted in decimal coinage. The e-portal shall self-generate total amount for each item individually on the respective display sheets.  
(ii) The officer inviting tender or his duly authorized representative will open tenders in the 'e' – tender portal, and the e-portal system shall self-generate a comparative statement in a suitable form. In the event of a tender being accepted, the earnest money shall thereupon be treated as part of security deposit. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
5. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

6. The tenderers shall sign a declaration under the official Secret Act 1923, for maintaining secrecy of the tender documents or other records connected with the work given to them. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection. Correction if any shall be initiated.
7. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However,
  - (i) If a discrepancy is found between rates in figures and in words, then the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct.
  - (ii) If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct.
  - (iii) Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.
  - (iv) In event no rate has been quoted for any item(s) leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
8. In the case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
9. All rates shall be quoted on the e-tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
10. (i) The contractor, whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 10% of the tendered amount or actual value of work whichever is more or shall be collected by deductions from the running bills of the contractor and the earnest money deposited at the time of tender, will be treated as part of the security deposit.

(ii) Security deposit will also be accepted in the form of Fixed Deposit Receipts (FDRs) / Guarantee Bonds of Nationalized Bank or any Scheduled Bank but not co-operative or Gramin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed.

11. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Airport Director or his authorized representative shall be communicated in writing to the Airport Director.
12. The contractor shall give a list of AAI employees related to him.
13. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Airport Director / General Manager (Ops.) may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

**Definitions:**

1. The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Airports Authority of India and the Contractor, together with the documents referred to therein including these conditions, the specifications and instructions issued from time to time by the Airport Director and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them
  - (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such work, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - (ii) The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - (iii) The Contractor shall mean the individual, firm or company whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
  - (iv) The Authority or Airports Authority of India means the Chairman, Airports Authority of India.
  - (v) The Airport Director means the Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Chairman, Airports Authority of India as mentioned in Schedule hereunder.
  - (vi) AAI shall mean the Airports Authority of India.
  - (vii) The terms Member (operation) means the head of Department of operations, Airports Authority of India.
  - (viii) Accepting Authority shall mean the authority mentioned in Schedule.
  - (ix) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Airports Authority of India, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority.

- (x) Market Rate shall be the rate as decided by the Airport Director on the basis of the Prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule to cover, all overheads and profits.
- (xi) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule hereunder, with the amendments thereto issued up to the date of receipt of the tender.
- (xii) Department means Airports Authority of India, which invites tender on behalf of Chairman, Airports Authority of India.
- (xiii) Tendered value means the value of the entire work as stipulated in the letter of award.

### **3. Works to be carried out**

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labor, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.

The descriptions given in the Schedule of Quantities (Schedule) shall, unless otherwise stated, all labors necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

### **4. Sufficiency of Tender**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

### **5. Discrepancies and adjustment of errors**

If there are varying or conflicting provisions made in any one document forming part of the contract, the accepting authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to specifications or from any of his obligations under the contract.



6. **Signing of Contract:** The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall within 15 days from the stipulated date of start of the work, sign the contract in Rs. 100 non-judicial stamp paper (expenditure of stamp paper shall be borne by the successful bidder) consisting of:
- (i) The notice inviting tender, all the documents the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to.
  - (ii) Standard AAI Form as mentioned in Schedule consisting of:
    - a) Various standard clauses with corrections upto the date stipulated in Schedule along with annexure there to.
    - b) AAI Safety Code.
    - c) Model Rules for the protection of health, sanitary arrangements for workers employed by AAI or its contractors.
    - d) AAI Contractor's Labour Regulations.
    - e) List of Acts and omissions for which fines can be imposed.
  - (iii) No payment for the work done will be made unless contract in form of agreement is signed by the contractor.

## **CLAUSES OF CONTRACT**

### **CLAUSE 1**

#### **Recovery of Security Deposit**

The person/persons whose tender(s) may be accepted (herein after called the contractor) shall permit AAI at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the update amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of fixed deposit receipts or guarantee bonds of Nationalized Bank or any Scheduled Bank but not Co-Operative or Gramin Bank. In case a fixed deposit receipts or Guarantee Bonds of any Bank is furnished by the contractor to the AAI as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the AAI to make good the deficit. In works where condition of submission of performance guarantee is not applicable, the security deposit at the rate of 10% (Ten Percent) of gross amount of each running bill shall be deducted instead of 10%, till the sum along with the sum already deposited as earnest money will amount to security deposit of 10% of the contract value of work. Other conditions shall remain same as stated above. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contract or by AAI on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in fixed deposit receipts or Guarantee Bonds tendered by the Nationalized bank or Scheduled Banks (but not any Co- operative or Gramin bank) endorsed in favour of the Airports Authority of India, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit. The security deposit as deducted above can be released against bank guarantee issued by Nationalized Bank or any Scheduled Bank (but not from Co-operative / Gramin Bank), on its accumulations to a minimum of Rs. 10 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.10 lakhs.

**The Security Deposit shall be refunded after settlement of the daily wages of the staff deployed and no dues certificate submitted by the staff.**

## **CLAUSE 2**

### **Time and extension of the contract**

The time allowed for execution of the Works as specified in the Schedule or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Schedule or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, AAI shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

## **CLAUSE 3**

### **Payment of final bill**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Airport Director whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Airport Director, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Airport Director or his authorized representative complete with account of materials issued by the Department and dismantled materials.

If the tendered value of work is up to Rs.5 lacs: 3 months

If the tendered value of work exceeds Rs.5 lacs: 6 months

## **CLAUSE 4**

### **Payment of Contractor's Bills to Banks**

Payments due to the contractor and refund of various nature may, if so desired by him and wherever possible in banks be made through electronic payment mechanism instead of direct to him, provided that the contractor furnishes to the Airport Director.

- i) Information's as per prescribed Performa.
- ii) An authorization in the form of a legally valid document such as power of attorney conferring authority on the bank to receive payments and
- iii) His own acceptance of the correctness of the amount made out as being due to him by Authority or his signature on the bill or other claim preferred against Authority before settlement by the Airport Director of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank. Nothing herein contained shall operate to create in favor of the bank any rights or equities vis-à-vis the Airports Authority of India.

## **CLAUSE 05**

### **Foreclosure of contract due to Abandonment or Reduction in Scope of Work**

If at any time after acceptance of the tender, AAI shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the Airport Director shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site.

## **CLAUSE 06**

### **Suspension of Work**

(i) The contractor shall, on receipt of the order in writing of the Airport Director, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Airport Director may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- a) on account of any default on the part of the contractor or;
- b) for proper execution of the works or part thereof or reasons other than the default of the contractor; or
- c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Airport Director.

(ii) If the suspension is ordered or reasons (b) and (c) in sub-Para (i) above:

- (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and; where it affects only a part of the works as an omission of such part by AAI or where it affects whole of the works, as an abandonment of the works by AAI, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Airport Director . In the event of the contractor treating the suspension as an abandonment of the contract by AAI, he shall have no claim to payment of any compensations on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment.

## **CLAUSE 06 A**

### **Recovery of Compensation paid to Workmen**

In every case in which by virtue of the provisions sub-section(i) of Section 12, of the Workmen's Compensation Act, 1923, AAI is obliged to pay compensation to a workman employed by the contractor, in execution of the works, AAI will recover from the contractor, the amount of the compensation so paid, and without prejudice to the rights of the AAI under sub-section(2) of Section 12, of the said act, AAI shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by AAI to the contractor whether under this contract or otherwise. AAI shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to AAI full security for all costs for which AAI might become liable in consequence of contesting such claim.

## **CLAUSE 06 B**

### **Ensuring Payment and Amenities to Workers if Contractor fails**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, AAI is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the AAI Contractor's Labour Regulations or under the Rules framed by AAI from time to time for the protection of health and sanitary arrangements for workers employed by AAI Contractors, AAI will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the AAI under sub section (2) of Section 20, sub section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, AAI shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by AAI to the contractor whether under this contract or otherwise AAI shall not be bound to contest any claim made against it under sub section (1) of Section 20, sub section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the AAI full security for all costs for which AAI might become liable in contesting such claim.

## **CLAUSE 07**

### **Labour laws to be complied by the Contractor**

The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the Contract workers (Regulation of Employment & Conditions of Service) Act, 1996 and the contract Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

## **CLAUSE 07 A**

### **Payment of wages:**

- (i) The contractor shall pay to labour employed by him wages not less than fair wages as defined in the AAI Contractor's Labour Regulation or as per the provisions of the Contract Labour (Regulation and Abolition) act, 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971 wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub- contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Airports Authority of India contractor's Labour Regulations made by AAI from time to time in regard to payment of wages wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv) (a) The Airport Director concerned shall have the right to deduct from the money due to the contractor or any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rule 1950 the contractor is bound to allow to the labours directly or indirectly employed in the works one-day rest for 6 days' continuous work and pay wages at the same rate as for duty. In the event of default, the Airport Director shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to nay labours and pay the same to the persons entitled thereto from any money due to the contractor by the Airport Director concerned. In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No. F.12(162) MWO/DAB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest the question of extra payment for weekly holiday would not arise.
- (v) The contractor shall comply with the provisions of the Payment of wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rule made there under from time to time.

- (vi) The contractor shall indemnify and keep indemnified Authority against payments to be made under and for the observance of the laws aforesaid and the AAI Contractor's Labour Regulations with prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

#### **CLAUSE 07 B**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per AAI Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 200/- for each default and in addition, the Airport Director shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **CLAUSE 07 C**

The contractor shall submit by the 4th and 19th of every month, to the Airport Director a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:

- (1) The number of labours employed by him on the work,
- (2) Their working hours,
- (3) The wages paid to him,
- (4) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them

Failing which the contractor shall be liable to pay to AAI, a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Airport Director shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

**CLAUSE 07 D**

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by AAI from time to time for the protection of health and sanitary arrangements for workers employed by the AAI and its contractor.

**CLAUSE 07 E**

Leave and pay during leave shall be regulated as follows:

**1. Leave:**

- (i) In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day.
- (ii) In the case of miscarriage - upto 3 weeks from the date of miscarriage.

**2. Pay:**

- (i) In the case of delivery – leave pay during maternity leave will be at the rate of women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
  - (ii) In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
3. Conditions for the grant of Maternity Leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix-I and II, and the same shall be kept at the place of work.

**CLAUSE 07 F**

In the event of the contractor (s) committing a default or breach of any of the provisions of the Airports Authority of India Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the AAI a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Airport Director shall be final and binding on the parties. Should it appear to the Airport Director that the contractor (s) is / are not properly observing and complying with the provision of the AAI Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work –



people employed the contractor (s) (hereinafter referred as “the said Rules”) the Airport Director shall have power to give notice in writing to the contractor (s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor (s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work- people as aforesaid, the Airport Director shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor (s) shall erect, make and maintain at his / their own expense and to approved standards all necessary huts and sanitary arrangements required for his / their work –people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Airport Director shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/ or reconstructed according to approved standards, and if the contractor (s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Airport Director shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor (s).

#### **CLAUSE 07 G**

The Airport Director may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors’ employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

#### **CLAUSE 08**

##### **Minimum Wages Act to be complied with**

The contractor shall comply with all the provision of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970 amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

#### **CLAUSE 08 (A)**

##### **Employees Provident Fund & Miscellaneous Provident Act 1952 and State Insurance (ESI) Act, 1948.**

The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952, and ESI Act, 1948, amended from time to time and rules framed there under. Some of the provisions are given below:

- a) The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner and ESI Registration No. allotted by ESI Corporation, while submitting tender and shall continue to have valid PF Account Code No. and ESI Registration No. till actual completion of the contract.
- b) The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No. & ESI Registration No.
- c) The contractor by 20th of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to RPFC and ESI contributions to ESI Corporation in respect of Workers engaged in contract work.

- d) The contractor shall provide copies of PF & ESI challans of monthly contributions in respect of contract workers engaged for contract work on month to month basis.

**AAI reserves the right to withhold minimum amount @ 27 % of work done amount from the running account payments, if PF / ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates.**

#### **CLAUSE 09**

##### **Work not to be sublet. Action in case of insolvency**

The contract shall not be assigned or sublet without the written approval of Airport Director. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of AAI in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Airport Director on behalf of the AAI shall have power to adopt the course specified in Clause 3 hereof in the interest of AAI and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

#### **CLAUSE 10**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of AAI without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

#### **CLAUSE 11**

##### **Changes in firm's Constitution to be intimated**

Where the contractor is a partnership firm, the previous approval in writing of the Airport Director shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention hereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 09.

#### **CLAUSE 12**

##### **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.

**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.

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 Chairman, AAI.

DRC, thus constitute 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. 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 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.

#### **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.

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 dispute 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.

### **CLAUSE 13**

#### **With-holding and lien in respect of sums due from contractor**

- (i) Whenever any claims for payment of a sum of money arises out of or under the contract or against the contractor, the Airport Director or the AAI shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Airport Director or the AAI shall be entitled to withhold the security deposit if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if so security has been taken from the contractor, the Airport Director or the AAI shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Airport Director -in Charge of the AAI or any contracting person through the Airport Director pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Airport Director or AAI will be kept withheld or retained as such by the Airport Director or AAI till the claim arising out of or under the contract is determined by the arbitrator. (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Airport Director or the AAI shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) AAI shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by contractor under the contract or any work claimed to have been done by the him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for AAI to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by AAI to the contractor, without any interest there on whatsoever.

Provided that the AAI shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Airport Director on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Airport Director.

#### **CLAUSE 13A**

##### **Lien in respect of claims in other Contracts**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Airport Director or the AAI or any other contracting person or persons through Airport Director against any claim of the Airport Director or AAI or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Airport Director or the AAI or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Airport Director or the AAI will be kept withheld or retained as such by the Airport Director or the AAI or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

#### **CLAUSE 14**

##### **Levy/Taxes payable by Contractor**

- i) Sales Tax/VAT/WCT (except GST) or any other tax on materials in respect of this contract shall be payable by the contractor and AAI shall not entertain any claim (except GST) whatsoever in this respect.
- ii) The contractor shall at his own expense, provide all materials required for the works other than those which are to be supplied by AAI. The contractor is also bound to allow deduction from his bills any difference in statutory taxes / royalty and penalty proposed by Local State Authorities to AAI till finalization of settlement of all demands in this regard by Central / State Govt.

- iii) If pursuant to or under any law, notification or order any royalty, Cess or the like becomes payable by the AAI and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the AAI and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

#### **CLAUSE 15**

##### **Conditions for reimbursement of levy / taxes if levied after receipt of tenders.**

- i) All tendered rates shall be inclusive of all taxes and levies (Excluding) payable under the respective statutes. However, pursuant to the Constitution (46 Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor there upon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Airport Director (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of AAI or the Airport Director and further shall furnish such other information / document as the Airport Director may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Airport Director that the same is given pursuant to this condition together with all necessary information relating thereto.
- iv) GST shall be reimbursed on submission of bill invoice.

#### **CLAUSE 16**

##### **Termination of Contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Airport Director on behalf of the AAI shall have the option of terminating the contract without compensation to the contractor.

#### **CLAUSE 17**

##### **If relative working in AAI, then the contractor not allowed to tender**

The contractor shall not be permitted to tender for works in AAI wherein his near relative is posted as an Officer responsible for award and execution of work. He shall also intimate the names of persons who are working with him in any capacity or/are subsequently employed by him and who are near relatives to any officer of AAI. Any breach of this condition by the contractor would render him, the contract liable to be rejected at any stage.

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

**CLAUSE 18****No officer of any Dept. of AAI to work as Contractor within two year of retirement**

No person or any officer employed in terminal or administrative duties in any department of AAI shall work as a contractor or employee of a contractor for a period of two years after his retirement from AAI service without the previous permission of AAI in writing. This 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 AAI as aforesaid, before submission of the tender or engagement in the contractor's service, as the case maybe.

**CLAUSE 19****Apprentices Act provisions to be complied with**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Airport Director may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

**CLAUSE 20****Release of security deposit after labour clearance**

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Airport Director. The Airport Director, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

## **MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY AAI OR ITS CONTRACTORS**

### **1. APPLICATION**

These rules shall apply to all contract works in charge of AAI in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

### **2. DEFINITION**

Work place means a place where twenty or more workers are ordinarily employed in connection with contract work on any day during the period during which the contract work is in progress.

### **3. FIRST-AID FACILITIES**

- (a) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labor or part thereof ordinarily employed.
- (b) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the basic first aid facilities.



## **AIRPORTS AUTHORITY OF INDIA**

### **Contractor's Labor Regulations**

#### **1. SHORT TITLE**

These regulations may be called the AAI Contractors Labor Regulations.

#### **2. DEFINITIONS**

- (i) Workman means any person employed by AAI or its contractor directly or indirectly through a subcontractor with or without the knowledge of the AAI to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person: -
  - a) Who is employed mainly in a managerial or administrative capacity: or
  - b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or
  - c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.
- (ii) Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
- (iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
- (iv) Wages shall have the same meaning as defined in the Payment of Wages Act.

- 3. (i) Normally, working hours of an adult employee is 8 hours a day.
- (ii) When an adult worker is made to work for more than 8 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at the prevailing wage rate as per the Wages Act.
- iii) Every worker shall be given a weekly holiday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

- iv) Where the minimum wages prescribed by the Central/State Government whichever is higher under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- v) Where a contractor is permitted by the Airport Director to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

#### **4. DISPLAY OF NOTICE REGARDING WAGES ETC.**

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

#### **5. PAYMENT OF WAGES**

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- vii) All wages shall be paid in current coin or currency or in both.

- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Airport Director under acknowledgement.
- x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Airport Director or authorized representative of the Airport Director who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- xi) The contractor shall obtain from Airport Director or the authorized representative of the Airport Director a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:

**The wages of the labours deployed in work are to be paid only by crediting the wages in his account through ECS after obtaining authorization from the contract workers to ensure timely payment to the workers. (NO CASH PAYMENT IS PERMISSIBLE).**

"Certified that the amount shown in column No. ....has been paid to the workman concerned in my presence on.....at....."

## **6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES**

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:
  - (a) Fines.
  - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
  - (d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
  - (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

**Note: An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X**

- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

## **7. LABOUR RECORDS**

- (i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix).
- (ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- (iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI)

**Register of accident** - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- (a) Full particulars of the labour who met with accident.
- (b) Rate of Wages
- (c) Sex
- (d) Age
- (e) Nature of accident and cause of accident
- (f) Time and date of accident
- (g) Date and time when admitted in Hospital

**Contractor's labour Regulations**

- (a) Date of discharge from the Hospital
- (b) Period of treatment and result of treatment
- (c) Percentage of loss of earning capacity and disability as assessed by Medical Officer
- (d) Claim required to be paid under Workmen's Compensation Act.
- (e) Date of payment of compensation
- (f) Amount paid with details of the person to whom the same was paid
- (g) Authority by whom the compensation was assessed.
- (h) Remarks

- (iv) The contractor shall maintain a **Register of Fines** in the Form XII of the CL(R&A) Rules 1971 (Appendix-XI)

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)

- (v) The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)

- (vi) The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)

- (vii) The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

#### **8. ATTENDANCE CARD-CUM-WAGE SLIP**

- i) The contractor shall issue an **Attendance card-cum-wage** slip to each workman employed by him in the specimen format(Appendix-VII)
- ii) The card shall be valid for each wage period.
- iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- iv) The card shall remain in possession of the worker during the wage period under reference.
- v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

#### **9. EMPLOYMENT CARD**

The contractor shall issue an **Employment Card** in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

#### **10. SERVICE CERTIFICATE**

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL(R&A) Central Rules 1971(Appendix-IX)

#### **11. PRESERVATION OF LABOUR RECORDS**

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Airport Director or Labour Officer or any other officers authorized by the Ministry of Urban Development in this behalf.

#### **12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY**

The Labour Officer or any person authorized by Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

#### **13. REPORT OF LABOUR OFFICER**

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Airport Director concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the laborers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to laborers will be made by the Airport Director after Labour officer has given his decision on such appeal.

- (i) Airport Director shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer.

#### **14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER**

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the Airport Director concerned within 30 days from the date of decision, but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

#### **15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

- (i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:
  - a) An officer of a registered trade union of which he is a member.
  - b) An officer of a federation of trade unions to which the trade union referred to in Clause (a) is affiliated
  - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- (ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:
  - a) An officer of an association of employers of which he is a member.
  - b) An officer of a federation of associations of employers to which association referred to in Clause (a) is affiliated.
  - c) Where the employers are not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- (iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

#### **16. INSPECTION OF BOOKS AND SLIPS**

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.

#### **17. SUBMISSION OF RETURNS**

The contractor shall submit periodical returns as may be specified from time to time.

#### **18. AMENDMENTS**

The Central Government/AAI may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations the decision of the Airport Director concerned shall be final.

## **Appendix I**

### **LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED**

In accordance with rule 7(v) of the AAI Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local Language.

- 1 Willful insubordination or disobedience, whether alone or in combination with other.
- 2 Theft fraud or dishonesty in connection with the contractors beside a business or property of AAI.
- 3 Taking or giving bribes or any illegal gratifications
- 4 Habitual late attendance.
- 5 Drunkenness lighting, riotous or disorderly or in different behavior
- 6 Habitual negligence.
- 7 Smoking near or around the area where combustible or other materials are locked
- 8 Habitual Indiscipline
- 9 Causing damage to work in the progress or to property of the AAI or of the contractor.
- 10 Sleeping on duty.
- 11 Malingering or slowing down work.
- 12 Giving of false information regarding name, age, father's name, etc.
- 13 Habitual loss of wage cards supplied by the employer's
- 14 Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the workplace
- 15 Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
- 16 Making false complaints and/or misleading statements.
- 17 Engaging on trade within the premises of the establishments.
- 18 Any Unauthorized divulgence of business affairs of the employees.
- 19 Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
- 20 Holding meeting inside the premises without previous sanction of the employers.
- 21 Threatening or intimidating any workman or employer during the working hours within the premises.



## SCHEDULE-A

<b>SCHEDULE</b> <b>Reference to General Conditions of Contract.</b>		
<b>Name of work: - DEPLOYMENT OF 05 ANIMAL CUM BIRD CHASERS AT PANTNAGAR AIRPORT 12 MONTHS UNDER WILDLIFE HAZARD MANAGEMENT</b>		
1	Estimated cost of work:	Rs. 9,50,776 /- (12 Months) Exclusive of GST
2	Security Deposit:	10% of contract value of work / actual value of work
3	Release of security deposit	As per GCC
4	Time period of completion:	12 Months

Before quoting rates in "Items" Section in financial bid, the bidders are advised to read the full description of respective items & unit of Abstract of Quantities mentioned in SOQ in conjunction with the short description of items & unit.

### GENERAL RULES & DIRECTION AND DEFINITIONS:

1.	Office Inviting tender	Airport Director AAI, Pantnagar Airport
2.	Accepting Authority	Airport Director, Pantnagar Airport
3.	Percentage on cost of materials (If applicable) and labour to cover all overheads and profits	15%
4.	Standard Schedule of Rates	Minimum Wages & Market rate
5.	Department	Airport Director , AAI, Pantnagar Airport
6.	Standard A.A.I. Contract Form	Corrected up to date
7.	Time allowed for submission of Performance Guarantee from the date of issue	NA
8.	Number of day from the date of issue of letter of acceptance for reckoning date of start	As mentioned in Work Order
9.	Specification to be followed for execution of work	As per the scope of the work
10.	Competent Authority for deciding reduced rates	Airport Director

**ANNEXURE-A**

**ACCEPTANCE LETTER**

**(UNDERTAKING IN ENVELOPE-I ALONG WITH TENDER FEE TO BE PRINTED ON COMPANY'S LETTER HEAD)**

To,  
The Airport Director,  
Airports Authority of India,  
Pantnagar Airport

Sir,

**ACCEPTANCE OF AAI'S TENDER CONDITIONS**

1. The tender documents for the work **"DEPLOYMENT OF 05 ANIMAL CUM BIRD CHASERS AT PANTNAGAR AIRPORT 12 MONTHS UNDER WILDLIFE HAZARD MANAGEMENT"** have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us in the office of ATM In-Charge which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above work.
3. The contents of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/ along with the Tender Document and the same has been followed in the present case. In case, this provisions of the tender if 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.
4. **'That, I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI'.**

Yours faithfully

(Signature of the tenderer with Stamp)

Date:

**ANNEXURE - B**

**PROFORMA OF AFFIDAVIT FOR PAYMENT OF MINIMUM WAGES**

Name of Work: - **DEPLOYMENT OF 05 ANIMAL CUM BIRD CHASERS AT PANTNAGAR AIRPORT FOR 12 MONTHS UNDER WILDLIFE HAZARD MANAGEMENT.**

I, ----- (name), aged ----- years,  
s/o----- (name)proprietor/Managing Partner/managing director of  
----- (Name  
of the agency) do hereby solemnly affirm and state as follows:

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

Dated this, the ----- day of-----month----- year.

DEPONENT

**Place:**

**Date:**

Note:-1. This affidavit is to be attested by a First class Magistrate / Notary Public on non-judicial stamp paper of Rs.100/-

2. The original affidavit should be submitted in the O/o Airport Director, AAI, Pantnagar Airport by L1 bidder.

### **ANNEXURE-C**

#### **FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT**

(On Non-Judicial Stamp Paper)

To,

**The Airport Director,  
Airports Authority of India,  
Pantnagar Airport**

1. In consideration of the Airports Authority India having its head office at New Delhi (hereinafter called the "AAI" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and AAI in connection with the work of \_\_\_\_\_ (hereinafter called the said contract), to accept Deed of Guarantee as herein provided for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from a Nationalized Bank in lieu of the Security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor's bills, for the due fulfillment by the said Contractor of the term and conditions contained in the said Contract.  
We, the \_\_\_\_\_ bank (hereinafter referred to as "the said Bank" and having our registered office at \_\_\_\_\_ do hereby undertake and agree to indemnify and keep indemnified AAI from time to time to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by AAI on demand and without demur to the extent aforesaid.
2. We, the \_\_\_\_\_ Bank, further agree that AAI shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI on account thereof and the decision of AAI that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI from time to time shall be final and binding on us.
3. We, the said 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 Contracts and till all the dues of AAI under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee subject, however that AAI shall have no claim under this Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e., (date) or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

4. AAI shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or securities available to AAI and the said Bank shall not be released from its liability under these presents by any exercise by AAI of any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of AAI or any indulgence by AAI to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for AAI to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which AAI may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of AAI in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability here under.

**In presence of:**

**Dated this** \_\_\_\_ **Day of** \_\_\_\_\_

**WITNESS**

- 1.
- 2.

**For and on behalf of (The Bank)**

**Signature** \_\_\_\_\_

**Name & Designation** \_\_\_\_\_

**Authorization No.** \_\_\_\_\_

**Name & Place** \_\_\_\_\_

The above Guarantee is accepted by Airports Authority of India. For and on behalf of Airports Authority of India.  
Signature

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Dated** \_\_\_\_\_

ANNEXURE-D (If Applicable)

**Proforma for Earnest Money Declaration**  
**(To be submitted on contractor's letter head)**

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

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

- (1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,  
Or
- (2) If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

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

Signature of the contractor(s)

---

## **SCOPE OF WORK**

1. **Bird Hazard Control Method:** The Bird Hazard Control will be done from start of watch hour to last flight daily by use of crackers, high sound guns etc. methods decided by **ATM Incharge or Duty Officer (ATC)**. Contactor shall implement the directions issued by **ATM Incharge or Duty Officer (ATC)** on chasing away the birds/animals in the operational area of Pantnagar Airport.
2. **The duties and responsibilities of the personnel engaged by the contractor would be as follows:**
  - a. To guard the Aerodrome (Air Side) by scaring and chasing the Birds, Wild Animals/Dogs from operational area and ensure it is free from all kind of such activities during the period of deployment/Watch Hours.
  - b. To use crackers/other bird & animal scaring equipment or device for scaring birds and wild animals.
  - c. To remove dead insects/ birds/ animals from operational area and burying them appropriately.
  - d. To remove foreign objects (FOD) as observed within airfield including Apron Area.
  - e. To provide all other allied services, associated with the Wildlife management inside the operational area as per the direction of ATM In-Charge/Duty Officer ATC.
  - f. Animal /Bird Chasers to be deployed in Operational Area as per the direction of ATM In-Charge/Duty Officer ATC.
3. The persons deployed for bird & animal scarring by the contractor are transferable from one location to another inside the operational area as per the directions of AAI.
4. Contractor/Supervisor shall be responsible for deployment of Bird Scares/labors and carry out supervisory duties envisaged under the job contract.
5. The contractor shall abide by all the terms & conditions enforced by Airport Director/ ATM Incharge/duty officer ATC without any condition.
6. **The crackers required for Bird and Animal Scaring and other materials (i.e. Gumboots, Umbrella, Ramp Jacket, Lathis, Torch etc.) will be procured and supplied by the working agency according to government norms.**
7. The contractor shall comply with the mandatory BCAS security rules and regulations being enforced from time to time at the workplace.
8. The contractor shall be responsible for the scaring of Birds & removal of animal and allied services in operational area of the airport (Airsides) as directed by ATM In-Charge/Duty Officer ATC as per SOP provided by Airport Director.
9. **Uniform:** - The Contractor shall provide uniform with company name and logo (if any) to the staff employed by him, as per the pattern and design approved by Airports Authority of India for easy identification in operational area. Reflective jacket of orange color for each of his work force with 'BIRD/WILD LIFE CHASERS' written at the back in black color, shoes, raincoat, umbrella, Gum Boot, (for monsoon), and two sets of uniform to the workers for identification of bird & animal scares at his own cost. Necessary deduction towards uniform cost will be made if the workers of the contractor are not found in uniform at any time during the duty.

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. PAYMENTS**

**The contractor quoted rate should be inclusive of all taxes. Excluding: -**

**(a)** GST (shall be reimbursed on submission of invoice/bill)

**(b)** Statutory labour components of PF, ESI and Bonus as per prevalent Govt. guidelines & Act the statutory labour components of PF, ESI and Bonus will be reimbursed on production of documentary evidence /proof of depositing such amount to statutory, regulatory authorities. Any increase/decrease from the above percentage will be paid /recovered on production of documentary evidence of payment. Any additional statutory taxes by state govt. will be reimbursed on production of documentary evidence of payment to statutory, regulatory authorities duly certified by the In-charge. The payment to be made to the manpower employed for the work will be with-hold from the running account bills of the contractor. The same shall be reimbursed only after the proof of remittance.

Any increase in Minimum wages rate shall be reimbursed only for the actual amount (only differences shall be paid & no extra profit will be given to the contractor), if increased during contract period in accordance to the Government Notification so as to enable the contractor to meet the statutory obligations. Necessary proof of such actual payment made as a result of Govt. Notification shall be submitted by the contractor to officer-in-charge.

**(c)** The contractor should quote the rates very carefully in Commercial/ Price Bid considering current rates of minimum wages & all statutory requirements as detailed below. Quoted rates by the contractor should include following cost components: -

- Minimum wages rates as applicable.
- Extra payment for duty on 03 National holidays.
- Cost of Airport Entry Pass charges (AEP).
- Uniform of all bird chasers, crackers and other chasing equipment cost.
- Any other taxes and duties as applicable.

**(d)** The price quoted shall be firm inclusive of minimum wages, National holidays etc. for the contract period excluding of PF/ESI contribution of employer, Bonus & G.S.T.

**(e)** The firm/agency filling the rate below the minimum wage rate will be rejected.

**(f)** Agencies already working at Pantnagar Airport under running tender scheme is required to produce/upload, the undertaking of month wise timely payment of EPF & ESI to all the workers as per GoI notified rules & regulations and supported by EPF & ESI Challan copies and same shall be accepted only upon verification from EPFO & ESI portal. In case of non-fulfillment of this condition, the agency is liable to be rejected in technical bid.

**(g)** The contractor is required to pay bonus @ 8.33% of wage payment to their workman employed during the period of contract as per the Payment of Bonus (amendment) Act, 2015 which will be reimbursed upon submission of document towards the said payment. Final bill will be released only after confirmation of payment of bonus to the workmen deployed for the work.



- (h) AAI reserves the right to withhold minimum amount @ 27% of work done amount from the running account payments, if PF / ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates.

The bill shall be submitted at monthly intervals or before the date fixed by the Airport Director or his authorized representative for all the works executed since previous bill. The contractor shall submit all the bills on the Performa prescribed by the Airport Director or his authorized representative, in triplicate.

The payment due to the contractor shall be made within 15 days of the submission of the bill by the contractor after due verification by the Airport Director or his authorized representative. The tender will be extended for 03 months if required.

The wages to the employees shall be disbursed through debit card of any nationalized bank and the bank statement showing the payment in detail shall be submitted while submitting the bills for payment.

## **2. INCOME TAX AND LABOUR CESS**

Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time. Labour Cess as per rules and regulations in force shall be deducted from the bills of the contractors and deposited with designated authorities.

Any additional statutory taxes by the State Govt. will be reimbursed on production of documentary evidence of payment to statutory, regulatory authorities duly certified by the in-charge.

The statutory payment made to the manpower employed for the work will be withheld from the running bills of the contractors. The same shall be reimbursed only after submission of proof of remittance.

## **3. CONTRACT AGREEMENT**

The contract agreement shall be executed on a non-judicial stamp paper of appropriate value and cost of the stamp paper shall be borne by the Contractor.

Contractor's tender including the letters of clarifications between the contractor and the AAI prior to the award of contract shall form a part of the Contract Agreement to the extent they have been accepted by AAI.

## **4. DAMAGE TO PERSON AND PROPERTY**

The Contractor shall indemnify and keep indemnified AAI against all losses and claims for injuries or damage to any person or any property whatsoever, which may arise out of or in consequence of the work by them and against all claims, demands and proceedings of or in relation thereof.

## 5. MINIMUM AMOUNT OF THIRD PARTY INSURANCE

### **THIRD PARTY LIABILITY- Minimum One Lakh (Damage occurred to Equipment, Vehicles etc.)**

Before commencing the execution of the works the contractor (But without limiting his obligations and responsibilities) shall insure minimum one lakh against any damage occurred to equipment, vehicles, loss or injury which may occur to any property (including that of the Employer) or to any person, including any employee of the employer by or arising out of the execution of the works or temporary works or in carrying out of the contract.

If the Contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of this clause, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company or by a company approved by the Insurance Regulatory Authority of India could offer, such an Insurance is ought to be done after the AAI's approval, by or through the subsidiary of the General Insurance Company.

## 6. The following Penalties as mentioned below are liable on the Contract or for not deploying the Manpower as per plan/ chart & other activity:

S No.	Type of work / quantity	Unit	Penalty (in Rs.)
1.	Failure to provide Bird and Animal chaser	Each Person	300
2.	Not wearing proper uniform	Each person	100
3.	Disruption in flight operation due to bird concentration on maneuvering area	Per occasion	1500
5.	Non wearing of high visibility jackets	Per person per day	100
6.	Non provision of sticks (lathis) for animal/bird chasing	Per person per day	100
7.	Non provision of consumables like Crackers.	Per occasion	500
8.	Provision of Serviceable High Sound Gun (if required and not provided)	Per Gun per week	1000
9.	Non-reporting to ATS/OPS Incharge regarding non-availability of required equipments for Animal and/ or Bird chasing	Per day per non-reporting.	100

#### **8. ADMISSION TO SITE:**

Necessary entry passes will be obtained from the concerned issuing authorities for working in passenger and non-passenger areas. Applicable fees for obtaining the passes shall be paid by the agency and the rates quoted are inclusive of such fees. Nothing extra shall be paid on this account. The tenderer has to make arrangements for police verification and BCAS security clearance for his agency and staff. As per the prevailing rules in force a sum of Rs.50 Per person, per quarter shall have to be paid.

9. The contractor shall intimate his PF account code no. allotted by regional PF commissioner and ESI registration no. allotted by ESI Corporation within 15 days of award of work, failing which no payment will be released to the contractor.

#### **10. PRICE**

The rates quoted shall be in Indian Rupees only and inclusive of all taxes & duties (**Except GST**) what so ever including labour Cess, excise duty, VAT/Sales tax, Octroi if any, work contract tax, applicable customs duty in case of imported items, labour, tools & plants, packing freight/transportation of items from factory up to the installation site & insurance up to the site, loading, unloading and hoisting arrangement for installation, fee(s) for testing, inspection documents including the fee(s) payable for obtaining statutory license / approval etc.

#### **11. TERMINATION OF CONTRACT**

The authority shall have the right to terminate the contract after serving a notice for a period of 30 days in advance. The contractor can also terminate the contract by serving a similar notice in writing. Such notices shall be served by Registered/speed post or by hand at the respective address. Notwithstanding the above, the contractor shall continue to provide the services as per mutual agreement till alternative arrangement is made by AAI.

#### **12. UNIFORM**

The Contractor shall provide uniform with company name and logo (if any) to the staff employed by him, as per the pattern and design approved by Airports Authority of India for easy identification in operational area. Reflective jacket, shoes, raincoat, umbrella, Gum Boot, (for monsoon), and two sets of uniform to the workers for identification of bird & animal scares at his own cost. Necessary deduction towards uniform cost will be made if the workers of the contractor are not found in uniform at any time during the duty.

#### **13. INCREASE IN RUNWAY LENGTH OR WATCH HOURS**

Runway extension work in progress, in case increase in runway length or increase in watch hours, additional manpower, equipments and crackers may require. If so required payment will be on *pro-rata* basis.

#### 14. GENERAL SPECIFICATION

**a) MANPOWER:**

Work has to be carried out in single shift (including & upto delay flight attending) in seven days in a week including holidays and Sundays as specified below.

The services shall be provided by the contractor throughout the shifts and he has to make alternative arrangement as required during the lunch / rest interval / off day of the workers to ensure continuity of service without any break.

S.N.	Man power category	No of Person (for Single Shift) *	Remarks
1	Bird cum Animal Chasers (Watch & Ward)	05 (including supervisor)	<ul style="list-style-type: none"><li>• Should be Physically sound.</li><li>• The contractor shall ensure and facilitate the training of Bird / Wildlife chasers before deployment.</li></ul>

All the staff engaged for duty should be provided with uniform & shoes and photo identification cards arranged by the contractor.

The AAI reserves the right to vary the quantity of Man Power or group of Manpower to be ordered as specified in the Tender as may be necessary, during the execution of the contract

**b) EQUIPMENT AND CONSUMABLES PROPOSED TO BE USED FOR THE WORK:**

1) **HIGH SOUND GUN:** Two number of High Sound Gun which is able to disperse all type of birds, on-lethal, non-injurious, environmental friendly, range upto 1000 mtrs.

2) **CRACKERS:** Sound crackers 30 Packets/Month approx. and rates to be quoted in BOQ sheet in mentioned separate row.

**3) TRAINING:**

The Job of Bird and Animal Hazard Control requires familiarization of the area of work, Safety precaution, and high motivation to remain alert in sun, rain and adverse weather condition. Hence the Contractor shall before deployment of manpower ensure that such manpower is adequately trained and a record to that effect be submitted by the contractor for verification of AAI before deployment of personnel. The contractor shall ensure that his Bird Hazard Control personnel use the Lathis and High Sound Gun for bird/animal scaring. They shall not aim the High Sound Gun at any human or aircraft. The training of contractor's personnel for use of such gun shall be at the equipment supplier end. The contractor shall submit a certificate to this effect prior to commencement of work.

15. Employees employed by the contractor do not have any right to raise a dispute/claim /demand before/against the AAI and if any kind of such litigation arouse then the contractor shall be liable to borne for the expenses and result of such litigation.

## SCHEDULE OF QUANTITIES (Performa for ENVELOPE II)

[Validate](#)
[Print](#)
[Help](#)

### Item Rate BoQ

Tender Inviting Authority: APD PANTNAGAR

Name of Work: JOB CONTRACT FOR DEPLOYMENT OF 05 ANIMAL CUM BIRD CHASERS AT PANTNAGAR AIRPORT FOR 12 MONTHS UNDER WILDLIFE HAZARD MANAGEMENT

Contract No: 2022\_AAI\_121181

Name of the Bidder/ Bidding Firm / Company :						
<b>PRICE SCHEDULE</b> <small>(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 )</small>						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	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	4	5	13	53	55
1	Supply of One Nos (Semi-Skilled manpower) and Four Nos (Unskilled manpower) in single shift operations by deploying this manpower for 12 months (all working days including holiday & sunday if required), as per instruction of Officer-in-charge (ATM) or his authorized representative as per requirement, for birds/ animal chasing/scaring, disposal of FOD's ( like dead birds/ animals/kites, polythene, papers, glass, pebbles etc.) present at the airside operational area for safe operation of aircrafts. The ESI, EPF amount paid to the statutory authority by the contractor shall be reimbursed on actual basis on submission of documentary evidence. The ESI, EPF and Bonus have to be paid by the agency as per the prevailing rules. Agency has to ensure that the quoted rate shall be excluding of EPF, ESI, and GST. etc. Remarks: Quoted rates for Item No. 1 should be on yearly issues. Total Manpower is as follows:					
1.01	One Semi-Skilled Manpower	1.000	Nos		0.00	INR Zero Only
1.02	Four Un-Skilled Manpower	4.000	Nos		0.00	INR Zero Only
2	Supply of Crackers for Bird Chasers per month	12.000	LS		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

**Note:**

1. The contractor quoted rate should be including Labour Cess, inclusive of uniforms, shoes etc. to be provided to the workers as mentioned in GCC and Scope of work but,

(a) **Excluding GST** and Exclusive of statutory labour components of PF, ESI and Bonus component as per prevailing rules.

2. PF, ESI and Bonus Component will be reimbursed as per actual after submission of documentary evidence as per rules.

3. GST shall be reimbursed as per rules.

**Airports Authority of India**  
**E-Tendering Portal**  
**(Help Desk Services)**

1. In order to facilitate the Vendors / Bidders as well as internal users from AAI, help desk services have been launched between 0800-1900 hours for the e-tender portal <https://etender.aai.aero/irj/portal>. The help desk services shall be available on all working days (Except Sunday) between 0800-1900 hours and shall assist users on technical issues related to the use of the e-tender portal.
2. Before submitting queries, bidders are requested to follow the instruction given in **“Guidelines to Bidders”** and get their computer system configured according to the recommended settings as specified in the portal at **“FAQ's & System Settings”**.
3. For any technical assistance with regard to the functioning of the portal the bidders as well as AAI users may contact according to the escalation matrix as mentioned below:

SL. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact	Timings*
1.	Help Desk Team	Instant Support	e-sapl@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (MON - SAT)
2.	Mr. Sanjeev Kumar Jr.Exe.(IT)	After 4 Hours of Issue	etendersupport@aai.aero	011-24632950, Ext-3505	0930-1730 Hrs. (MON-FRI)
3.	Mrs. S. Nita Sr. Mgr.(IT)	After 12 Hours	snita@aai.aero	011-24632950, Ext-3523	0930-1730 Hrs. (MON-FRI)
4.	Mr. Y.K.	After 24	ykkaushik@aai.aero	011-24651507	0930-1730

**\*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-tendering 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.**

**PROFORMA AFFIDAVIT REGARDING BLACK LISTING**

**This affidavit is to be attested by a first class Magistrate/Notary Public on non-judicial stamp paper of Rs.100/-**

I/We, .....(Name of the company/firm) hereby undertake that in case

- 1) The Documents Submitted by me/us, is found to be forged/false at any stage, I/We may be debarred from AAI for taking participation in all future AAI works & any other suitable action may be taken against our company/firm as deemed fit by AAI.
- 2) I / we confirm that I / we have not been debarred /de-listed / black listed / put on Holiday list from any of Government / semi-Govt. / PSUs during last 02 years.

In case of gross violation of the above terms and condition, I shall be black listed at the discretion of the department and will be debarred from participating in bids for all future tender invited by the AAI.

Dated this, the \_\_\_\_\_ day of \_\_\_\_\_