



# **TENDER DOCUMENT**

**NAME OF WORK: INTEGRATED MOSQUITO MANAGEMENT FOR NITB  
AT B.M. AIRPORT, RANCHI.**

Prepared By

Checked By

Approved By

## **DEPARTMENT OF OPERATIONS**

**AIRPORTS AUTHORITY OF INDIA  
BIRSA MUNDA AIRPORT,  
RANCHI – 834002**

## **AIRPORTS AUTHORITY OF INDIA**

FOR WEB SITE

### **NOTICE INVITING E-TENDER**

1. Item rate tenders are invited through the e-tendering portal by Airport Director, AAI, Birsa Munda Airport, Ranchi – 834002 on behalf of Chairman, AAI, from specialized professional firms, for the work of **“INTEGRATED MOSQUITO MANAGEMENT FOR NITB AT B.M. AIRPORT, RANCHI”** for an estimated cost of Rs **2,99,840/-** (excluding GST) for a period of 02 (two) year.

The tendering process is online at e-portal URL address <https://etenders.gov.in/eprocure/app> or [www.aai.aero](http://www.aai.aero). Aspiring bidders may go through the tender document by "Guest User" login.

Prospective Tenderers are advised to get themselves acquainted for e-tendering participation requirements at "Guidelines for bidders", register themselves at AAI e-tendering portal, obtain 'User ID' & 'Password' and go through the 'Self Help Files' available in the Home Page after log in to the portal <https://etender.gov.in/eprocure/app> or [www.aai.aero](http://www.aai.aero). They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The tenderer may also take guidance from AAI Help Desk Support. For any technical related queries please call the Helpdesk. The 24x7 Help Desk details are as below: -

Tel: 0120-4200462, 0120-4001002, Mobile: 918826246593

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.

**Tender fee (Non-Refundable) of Rs 1180.00 (tender fees of Rs 1000 + GST of Rs. 180 @18%)** will be required to be paid online through payment gateway on CPP Portal, through Net banking (SBI & other banks) & NEFT/RTGS payment gateway integrated/mapped with CPP portal.

Last date and time of sale of tender documents **11<sup>th</sup> April 2022 up to 1100 hrs.** Clarification needed if any may be sent through e-tendering portal (queries & replies) only till **11<sup>th</sup> April 2022 up to 1700 hrs.**

2. Following **two covers** shall be submitted through on-line at e-portal by the bidder. Last date and time of submission of bids (Envelope I & II) is **tabulated in the CRITICAL DATA SHEET. Refer Check List provided in NIT for uploading documents on CPP Portal.**

#### **Envelope-I: -The Technical e-bid:**

Containing Scanned copy qualifying requirements of Contractor / Firm: -

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

#### **Qualifying requirements of Contractors / Firms:**

- i) Valid GST Registration Certificate.
- ii) Should have Permanent Account Number (PAN).
- iii) The Bidder should have experience of similar works (i.e. Mosquito management, Pest control.) during the last five years ending on 31<sup>st</sup> March, 2022. The bidder has to submit

relevant work experience certificate to the tune of 03 works each of 40% of the annual estimated value or two works each of 50% of the annual estimated value or one work of 80% value of the annual estimated value in last 05 years.

Client certificate for experience should show the nature of work done, the value of work, 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 in support of their claim for having experience of stipulated value of work.

- iv) The firm must have valid insecticide licence from the concerned Licensing authority (Central/State Government, Municipal Corporations etc.) and will be governed by the Insecticides Act 1968 and Insecticides Rules 1971 and rules made thereunder.
- v) EMD of the value Rs **5997/-** (Rupees Five Thousand nine Hundred ninety seven only) Shall be accepted paid online through online payment gateway on CPP portal, through NET Banking (SBI & other banks) & NEFT/RTGS payment gateway integrated/mapped with CPP Portal.

**Cover 1:- containing scanned copies of the following documents**

- i. Proof of the Tender fees.
- ii. Proof of the submission of EMD.
- iii. Firm/Company Registration certificate from central/state government.
- iv. Experience certificate
- v. PAN Card Details
- vi. GST Registration Certificate
- vii. Signed Unconditional Acceptance of AAI's Tender Conditions as per Annexure I.
- viii. Affidavit on stamp paper of Rs 100/- for non-black listing of contractor by any agency (Center Govt. /State Govt. / PSU etc.)
- ix. Tax Deduction at source (TDS) certificate for Non-Govt. works etc. as per NIT conditions or duly certified CA certificate having UDIN.
- x. MSME certificate as per clause 8 of NIT (if applicable).

Scanned copies of all Documents of Envelope-1 mentioned above shall be submitted on the CPP Portal on or before date & time mentioned in CRITICAL DATA SHEET. The tenderer, who has not submitted the online transaction of tender processing fees and EMD by the date & time mentioned in critical data sheet, then their tender will liable to be rejected.

**Refund of EMD**

The refund of EMD to bidders who fail to qualify the eligibility / technical stage shall be initiated automatically within 7 days of their rejection. For all bidders, whose financial bids are opened the refund of EMD except for L1 bidder shall be processed within 7 days of opening of the financial bid. EMD of L-1 bidder will be refunded on successful completion of the work & with final bill.

**Envelope-II: -The Financial e-Bid:**

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 all the tenderers. Tenderers are required to download the BOQ file, open it and complete the blue coloured (unprotected) cell with their respective financial quoted and other details (such as name of the tenderer). No other cells should be changed. Once

the details have been completed, the tenderers should save it and submit it online, without changing the file name. IF the BOQ file is found to be modified by the bidder, the bid will be rejected.

3. Bid Opening process is as below: -

**Envelope I:** Containing scanned documents (uploaded by the contractors/ firms). The intimation regarding acceptance / rejection of their bids will be intimated to the contractor/ firms through CPP portal.

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

**Envelope-II:** The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be opened for which date of opening should be communicated through CPP Portal.

(Depending on Cover No. 2 Evaluation, any changes in the date shall be intimated through “CPP portal” section).

4. AAI reserves the right to accept or reject any or all applications without assigning any reason. AAI also reserves the right to call off the process of tendering at any stage without assigning any reason.
5. AAI reserves the right to disallow issue of tender documents to working agencies whose performance at ongoing works / project(s) is below par or unusually poor and has been issued letter to restart/ temporary /permanent debar by any department of AAI. AAI reserve the right to verify the credentials submitted by the applicant submitted by the agency at any stage (before or after the award of the work) If at any stage, any information / documents submitted by the applicant is found to be false, or have some discrepancy which disqualifies the firm then AAI shall take following action:
- i) The agency shall be liable for debarment from the tendering in AAI, apart from any other appropriate contractual / legal action.
6. Consortium /Joint Ventures companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
7. Purchase preference to Central Public-Sector Undertaking shall be applicable as per the directives of Govt. of India prevalent on the date of acceptance.
8. **Concessions to Indian Micro & Small Enterprises (MSEs) Units.**

The following procedure is to be adopted for MSEs bidder 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 or any other body specified by the Ministry of MSME for goods produced and services rendered by MSEs for which they are registered:-**

- i) Bidders registered with above organization of Government of India in similar nature of services (i.e. Pest control services) shall be granted concession as per rules.
- ii) Bidders seeking concession should upload self-attested scanned copy of valid Registration Certificate in similar nature of services (i.e. pest control services) giving details of such validity services etc. in Envelop-I.
- iii) In case registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected and action shall be taken as per rules & regulation of AAI.

9. If the entity participation in any of the tenders is a private or public limited company. Partnership firm or proprietary firm and any of the Directors / Partners of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to Authority, then the said entity shall not be allowed to participate in AAI tenders.

### **CRITICAL DATA SHEET**

1.	Estimated Cost	<b>Rs. 2,99,840/-</b>
2.	Earnest Money Deposit (EMD)	<b>Rs. 5997/-</b> to be submitted online
3.	Time Period	Two (02) year
4.	Cost of Tender Document	<b>Rs. 1180/-</b> (including GST) Non-Refundable
5.	Published Date	<b>31<sup>st</sup>, March 2022 at 1200 Hours</b>
6.	Bid Document Download/ Sale Start Date	<b>31<sup>st</sup>, March 2022 from 1300 Hours</b>
7.	Clarification Start Date	<b>31<sup>st</sup>, March 2022 from 1300 Hours</b>
8.	Clarification End Date	<b>11<sup>th</sup>, April 2022 up to 1700 Hours</b>
9.	Bid submission Start Date	<b>31<sup>st</sup>, March 2022 from 1300 Hours</b>
10.	Bid Document Download/ Sale End Date	<b>11<sup>th</sup>, April 2022 up to 1100 Hours</b>
11.	Bid submission End Date	<b>12<sup>th</sup>, April 2022 up to 1700 Hours</b>
12.	Bid Opening Date Technical (Envelope-I)	<b>13<sup>th</sup>, April 2022 up to 1100 Hours</b>
13.	Date of opening of Financial Bids (Envelope-II)	<b>25<sup>th</sup>, April 2022 at 1500 Hours</b>

-SD-  
Asst. General Manager (Ops.)  
Airports Authority of India,  
Birsa Munda Airport, Ranchi

## AIRPORTS AUTHORITY OF INDIA

### NOTICE INVITING TENDER

1. Item rate tenders are invited through the e-tendering portal by Airport Director, AAI, Birsa Munda Airport, Ranchi – 834002 on behalf of Chairman, AAI, from specialized professional firms, for the work of “**INTEGRATED MOSQUITO MANAGEMENT FOR NITB AT B.M. AIRPORT, RANCHI**” for an estimated cost of **Rs 2,99,840/-** (excluding GST) for a period of 02 (Two) year.
2. The Tenders shall be in the prescribed Form.
3. The period of work is for 02(Two) years.
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 is Airport Director, Birsa Munda Airport, Ranchi hereinafter, referred to as such for the purpose of this contract.
6. 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.
7. 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 local conditions, local material rates and other factors bearing on the execution of the works.
8. All rates shall be quoted in “**items**” section on E-Tender portal as Envelope II / Price Bid.
9. 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.
10. 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.
11. A **responsive bidder** is one who submits priced Tender and accepts all terms and conditions of the specifications and contract documents.
12. 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.
13. On acceptance of Tender, the security deposit @ 10% of the tendered value shall be deducted. The earnest money deposited at the time of tender will be treated as a part of the Security Deposit. The balance Security deposit will be collected by deductions from the running bills of the contractor on pro-rata basis @ 10% of each monthly bill. The Security deposit amount will be returned on successful completion of the work with the final bill.

14. Airports Authority of India will return the earnest money where applicable to every unsuccessful Tenderer except as provided in the Tender documents.
15. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
16. 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 Manager or Sr. Officer 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.
17. No officer of Executive / Gazette rank or other Executive / Gazette 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 prior permission of Airports Authority 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.
18. 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.
19. 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.
20. 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) Forfeit the entire amount of EMD submitted the firm.
  - b) Debar the firm for a period to be decided by the committee duly constituted by the competent authority for this purpose.
21. Service Tax, Purchase tax, turnover or any other tax (Excluding GST) on material in respect of this contract shall be payable by the Contractor and Airports Authority of India will not entertain any claim whatsoever in respect of the same. However, in respect of GST, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the AAI after satisfying that it has been actually and genuinely paid by the Contractor. The proof of payment i.r.o. GST needs to be produced.
22. 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 15 days from the date of award of work sign the contract agreement consisting of Notice inviting Tenders, General conditions of contract, special / additional condition, Tender conditions as issued at the time of invitation of Tender and acceptance thereof with any correspondence leading there to. The contract agreement shall be executed on a non-judicial stamp paper of Rs.100/- (Rupees One Hundred only) and the cost of the same shall be borne by the contractor.

**23. 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.

- 24.** The contractor shall be responsible for settling any claim/compensation against all damages and accidents caused due to negligence on the part of his employees and keep AAI indemnified from any compensation / liability.
- 25.** The rate quoted by the agency shall be in Indian rupees only and inclusive of all the taxes & duties, what so ever including excise duty, / sales tax, labor, cess, octroi, if any, work contract tax, applicable custom duties, labour, tool and plants, packing freight / transportation of items up to the Airport / place of working i/c insurance up to the site, loading, unloading including the fee(s) payable for obtaining the statutory license / approval etc. from the concerned departments **but excluding the GST**. GST, as applicable, paid by the agency for this work will be reimbursed by AAI on actual basis on production of documentary evidence.

-SD-  
Asst. General Manager (Ops.)  
Airports Authority of India,  
Birsamunda Airport, Ranchi.



## **CHECK LIST**

(Documents mentioned in Check List need to be uploaded by applicants on CPP Portal)

**Name of work: INTEGRATED MOSQUITO MANAGEMENT FOR NITB AT B.M. AIRPORT,  
RANCHI**

1	2	3	4
Ref No.	Qualifying Criterion	Particulars	Enclosure check list
1	Name and address of the firm / contractor Telephone, Fax, E-mail		Copy enclosed: YES/NO
2	Authorized Signatory (Name and Designation)		Copy enclosed: YES/NO
3.	Tender fee of Rs. 1180/- Non- refundable will be required to be paid online, through payment gateway on CPP portal.		Copy enclosed: YES/NO
4.	Scanned copy of Unconditional Acceptance letter of AAI's Tender conditions as per Annexure-1.		Copy enclosed: YES/NO
5.	Firm/Company Registration certificate from Central/State government.		Copy enclosed: YES/NO
6.	Experience certificate as per NIT criteria 2(iii)		Copy enclosed: YES/NO
7.	Valid GST Registration certificate		Copy enclosed: YES/NO
8.	Self-attested copy of PAN of the firm.		Copy enclosed: YES/NO
9.	Valid insecticide licence from the concerned Licensing authority (Central/State Government, Municipal Corporations etc.).		Copy enclosed: YES/NO
10.	Proof of submitting Earnest Money deposit (EMD) of Rs. 5997/-		Copy enclosed: YES/No
11.	Scanned copy of undertaking regarding blacklisting/ debaring of firm.		Copy enclosed YES/NO
12.	MSME certificate as per clause 8 of NIT (if applicable)		Copy enclosed YES/NO

## TENDER DECLARATION

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 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.

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.

A sum of **Rs. 5997/- (Rupees Five Thousand nine Hundred ninety seven only)** is deposited through demand draft as earnest money. I/we agree that the 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 absolutely

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 authorised to communicate the same or use the information in any manner prejudicial to the safety of the Birsa Munda Airport, Ranchi.

Date.....

Signatures of Contractor

Postal Address

Witness:

Address:

Occupation:

## **General Conditions of Contract**

1. The contractor shall do the work at his sole cost and expenses to the entire satisfaction of AAI.
2. The contractor shall attend to any complaint received in connection with the service provided under the contract immediately.
3. The Airport Director or his authorized representatives shall be authorized to give necessary instructions to the contractor on all matters relating to this contract.
4. Apart from above clause, in case it is observed by AAI that the service provided is not as per the required/specified standards, the contractor shall be served with the written notice to call upon to improve his quality within a stipulated period. The contractor shall also be given an opportunity to present his viewpoint about the bad quality pointed out by AAI and thereafter, if the authority is not satisfied, shall levy a maximum penalty of 10% of the monthly bill amount. The written order passed by the Airport Director or his authorized representative in this regard shall be final and binding on the contractor.
5. AAI 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 serviced by registered 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 arrangements are made by AAI.
6. The Contractor shall indemnify and undertakes to keep Airports Authority of India indemnified as harmless from and against all disputes, claims or actions raised by his employees or by any third party in connection with his obligation under this contract. The contract further indemnifies and undertakes to keep AAI indemnified as harmless from and against all disputes, claims or actions proceedings etc. of any nature whatsoever that may be instituted as a result of any breach on the part of the contractor of any applicable laws, rules and regulations with respect to his employees or otherwise.
7. The contract shall be in operation for an effective period of **two year** from the date mentioned in the award letter of work order and shall be renewed/extended at the option of Airports Authority of India (AAI) for a further period as may be decided by AAI on the same terms and conditions as are contained herein including the same fees as are provided herein provided the services are found satisfactory.
8. The contractor shall submit a monthly bill in duplicate copies to **Asst. General Manager (Ops.)** by the end of month for work.
9. AAI reserves the right to reject any single quotation/all quotations without assigning any reason and awarding of the work will be at the sole discretion of the Airport Director, Airports Authority of India, B.M. Airport, Ranchi.
10. The contractor shall not be entitled to any revision to the terms and conditions during the period of agreement and shall adhere to the instruction, orders issue by the Airport Director/his Representative from time to time.
11. This contract is personal to the contractor and the contractor shall not, unless with the written consent of the Authority, create a sub-contract of any description with regard to this license or any part thereof, not shall be without such written consent as aforesaid, assign or transfer his contract any part thereof.
12. In the case of such breach of the terms of this contract as minor offences and complaints coming to its notice for which in the opinion of the Authority this Agreement need not be terminate, the

Authority may at its discretion recover compensation from the Contractor. The decision of the Authority in this respect will be final and binding on the Contractor.

13. On expiry of the contract period or on termination of the contract by the Authority on account of any breach of the part of the contractor, the contractor shall remove his/their goods and other materials from the premises immediately, failing which Authority reserve its right to remove such goods/materials at the cost on risk of the contractor and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose of the goods/materials of the contract by public auction to recover the cost. The contractor shall not be entitled to raise any objection in such an eventuality.
15. In case of any dispute where legal action is compelled to be initiated any of the party, jurisdictions of the court shall be at Ranchi.

-SD-  
Asst. General Manager (Ops.)  
Airports Authority of India,  
Birsamunda Airport, Ranchi.

## **Special Conditions of the Contract:**

1. **INTEGRATED MOSQUITO MANAGEMENT FOR NITB AT B.M. AIRPORT, RANCHI** includes Spraying and Fogging at entire New Integrated Terminal building. It is to be ensured that the supplied chemicals are of superior quality. Inferior quality/substandard chemical, if supplied shall be returned. If the same is repeated then the contract shall be terminated and the supplier shall be black listed.
2. Frequency of Service - **Minimum 08 No. of Spraying and 02 No. of Fogging per month.** In addition, the party may be called to increase the frequency beyond the monthly service treatment depending upon severity of mosquito menace.
3. Job Card duly signed by ATM supervisor after each treatment shall be maintained by the company and provided to AAI every month.
4. The successful bidder will bring all related equipment & chemicals related to spraying & fogging. AAI will not provide/supply of such items whatsoever.

### **5. ARBITRATION AND LAWS**

#### Arbitration:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, drawings specification, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitrator as may be appointed by the Regional Executive Director / Northern/Western/ Southern/ Eastern/North Eastern Region of AAI. There will be no objection if the arbitrator so appointed employee of AAI is and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the appointing authority for arbitrator, as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. In case of disputes arising between two Government of India Undertakings, provisions as contained in Bureau of Public Enterprises letter No. BPE/GL-001/16/MAN-2(100-75-BPE) (GM-1) dated 1.1.1976 and as may be amended from time to time shall apply.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The work under the Contract shall, if reasonably possible continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding all parties to this contract.

**Laws governing the Contract:** This contract shall be governed by the Indian Laws for the time being in force.

**7. Force Majeure Clause:**

- (a) Force majeure is here in defined as any cause which is beyond the control of the contractor or the purchaser as the case may be which could not be foreseen or with a reasonable amount of diligence could not have foreseen which substantially affect the performance of the contract such as Act. Of government including but not limited to war declared or undeclared, priorities quarantines, embargoes, provided either Tenderer shall within fifteen days from the occurrence of such a cause, notify the other in writing of such cause.
- (b) The Contractor or the purchaser shall not be liable for delays in performing his obligations resulting from any force majeure clause as referred to and or defined above. The date of completion will be subject to hereinafter provided, will be extended by a reasonable time.

**8. Effect and legal Jurisdiction:**

The contract shall be considered as having come into force from the date of issue of letter of the award of the contract by the purchaser. The law applicable to this contract shall be the law enforced in India. The courts of Ranchi shall have exclusive jurisdiction in all matters arising out of this contract.

- 9. The rates once approved shall be final and no escalation/deviation shall be accepted under any circumstances.
- 10. Failure to execute the work within time frame will entail forfeiture of Earnest Money Deposit within Ten (10) days from issue of instruction.

-SD-

Asst. General Manager (Ops.)  
Airports Authority of India,  
Birsamunda Airport, Ranchi.

## **AGREEMENT FORM**

(To be printed on - stamp paper of Rs100/-)

This agreement is made on this (date in figures & words) between Airports Authority of India, a Statutory Corporation incorporated under section 18(2) of the Airports Authority of India Act 1994 having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi-110003 through its \_\_\_\_\_ (here in after referred to as “owner” or AAI which expression shall include its administrators, successors, executors and assign) of the one part and M/s. \_\_\_\_\_ (hereinafter referred to as the “Contractor) which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

Whereas, Airports Authority of India is desirous of getting the work of **“INTEGRATED MOSQUITO MANAGEMENT FOR NITB AT B.M. AIRPORT, RANCHI”** (hereinafter called the “Work”) done and had invited tenders for this work as per tender documents sold for this purpose.

And Whereas M/s \_\_\_\_\_ has participated in the above referred bidding vide their tender opened on \_\_\_\_\_ (Financial Bid) and “Airports Authority of India” accepted their aforesaid proposal and awarded the work to M/s. \_\_\_\_\_ as per terms and conditions contained in its acceptance letter number no \_\_\_\_\_ **Dated** \_\_\_\_\_ and the documents referred to therein, which have been accepted by M/s \_\_\_\_\_ **resulting** into a “CONTRACT”.

### **NOW THEREFORE THIS DEED WITNESSETH AS UNDER:**

#### **Article 1.0**

#### **AWARD OF CONTRACT**

Airports Authority of India has awarded the contract to M/s \_\_\_\_\_ for the work of **“INTEGRATED MOSQUITO MANAGEMENT FOR NITB AT B.M. AIRPORT, RANCHI”** on the terms and conditions contained in its acceptance letter number \_\_\_\_\_ **dated** \_\_\_\_\_ and the documents referred to therein. The award has taken effect from \_\_\_\_\_ i.e. the date of issue of the aforesaid letter. The terms and expression used in this Agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding article.

#### **Article 2.0**

#### **CONTRACT DOCUMENTS**

The Contract shall be performed strictly as per the terms and condition stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”).

S. No.	Description	Page No.	
		From	To
1	Notice Inviting e- Tender (for website)	01	05
2	Notice Inviting Tender	06	09
3	Tender Declaration	10	10

4	General Conditions of Contract	11	12
5	Special Conditions of Contract	13	14
6	Agreement Form	15	17
7	Schedule of Quantities (Schedule “A”)	19	19
8	Acceptance Letter (Annexure-I)	20	20
	<b>Total Pages</b>		<b>20</b>

**THIS AGREEMENT DOCUMENT CONTAINS \_\_ PAGES AS DETAILED ABOVE WITH CORRECTIONS-NIL, INSERTIONS-NIL, OMISSIONS-NIL AND OVERWRITTINGS-NIL**

All the aforesaid Contract Documents shall form an Integral part of this Agreement, in so far as the same or any part thereof conform to the Tender Document and what has been specifically agreed to by the owner in its letter of award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the contractor in its “Proposal” not agreed by the owner in its letter of acceptance or any other letter which forms a part of Contract Document mentioned above shall be deemed to have been withdrawn by the Contractor. For the sake of brevity, this Agreement along with its aforesaid Contract Documents shall be referred to as the “Agreement”.

#### **Article 3.0**

#### **CONDITION & CONVENANTS**

The Scope of Contract, considerations, terms of payment, period of completion, defects liability period, price adjustment, taxes wherever applicable, insurance, liquidated damages and all other terms and condition are contained in the aforesaid Contract Documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with terms of the Agreement.

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

#### **Article 4.01**

#### **SETTLEMENT OF DISPUTES**

It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by process of settlement and arbitration, as specified in Clause 7 of Special conditions of the Contract and the provision of the India Arbitration Act, 1996 shall apply and Ranchi Court alone shall have exclusive jurisdiction over the same.

#### **Article 4.02**

#### **NOTICE OF DEFAULT**

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

**This contract agreement is allotted the no. \_\_\_\_\_**



IN WITNESS WHEREOF, the parties through their duly authorized representative have executed these present (execution whereof has approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned in Ranchi.

**CONTRACTOR'S SIGNATURE**

**OWNER'S SIGNATURE**

For and on Behalf of Chairman, AAI  
BM Airport, Ranchi

WITNESS:

1.

2.

### BOQ TEMPLATE FORMAT

Tender Inviting Authority: AIRPORT DIRECTOR, AIRPORTS AUTHORITY OF INDIA, BIRSA MUNDA AIRPORT, RANCHI-834002

Name of Work: **“INTEGRATED MOSQUITO MANAGEMENT FOR NITB AT B.M. AIRPORT, RANCHI”**

Contract No.:

Name of the Bidder/Bidding Firm/Company:							
<b>PRICE SCHEDULE</b> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filing 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)							
<i>Number #</i>	<i>Text #</i>	<i>Number #</i>	<i>Text #</i>	<i>Number</i>	<i>Number #</i>	<i>Number #</i>	<i>Text #</i>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Estimated Rate in Rs. P.</b>	<b>BASIC RATE in figures To be entered by Bidder Rs. P</b>	<b>TOTAL AMOUNT without taxes in Rs. P</b>	<b>TOTAL AMOUNT in words</b>
1	2	3	4	6	13	53	55
1	<b>SPRAYING</b>	192	EACH	1226.67		0.00	INR Zero only
2	<b>FOGGING</b>	48	EACH	1340.00		0.00	INR Zero only
<b>Total in figures</b>						0.00	INR Zero only
<b>Quoted Rate in Words</b>				INR Zero only			

### SOQ TEMPLATE FORMAT

Name of Work: “**INTEGRATED MOSQUITO MANAGEMENT FOR NITB AT B.M. AIRPORT, RANCHI**”

Contract No.:

<i>Sl. No.</i>	<i>SCOPE OF WORK</i>	<i>Area in scope</i>	<i>Area(sqm)</i>	<i>No. of services in 02 years</i>
1	<b>Spraying operations</b>	Terminal building: Arrival concourse, Departure concourse, Security Hold Area VIP and CIP Lounges, Visitor area.	11660	<b>192</b>
2	<b>Fogging Operations</b>	Terminal building: Arrival concourse, Departure concourse, Security Hold Area VIP and CIP Lounges, Visitor area.	11660	<b>48</b>

**ACCEPTANCE LETTER**

To

The Airport Director  
Airports Authority of India,  
Birsa Munda Airport,  
Ranchi – 834002.

Sir,

**ACCEPTANCE OF AAI'S TENDER CONDITIONS**

1. The tender documents for the work **“INTEGRATED MOSQUITO MANAGEMENT FOR NITB AT B.M. AIRPORT, RANCHI”** 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 **Asst. General Manager (Ops.)** AAI, Birsa Munda Airport, Ranchi - 834002. Which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accepts 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, these 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 to forfeit the full said earnest money absolutely.
4. That, I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI.
5. The required earnest money as specified for this work has already been submitted and the scanned copy of EMD is attached herewith.

Date:

Yours Faithfully  
(Signature of the tenderer)