

Cost of tender Documents: Rs. 560/-



**AIRPORTS AUTHORITY OF INDIA**

**Office of Airport Director**

At Civil Aerodrome, Airports Authority of India,  
Vadodara-390022

**TENDER DOCUMENT**

For

**Procurement of Green Bomb (Fire-crackers)  
for scaring of wild life from operational area at  
Civil Aerodrome, Vadodara Airport -390022**

**[Bid Id. : 2020\_AAI\_ 60049\_1]**

**Name of work: Procurement of Green Bomb (Fire-crackers)  
for scaring of wild life from operational area  
at Civil Aerodrome, Vadodara Airport -390022**

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Certified that this tender document contains total **pages 36 Nos. (Thirty-six pages only)**.

Senior Manager (HR)  
For Airport Director  
AAI, CA, Vadodara

# AIRPORTS AUTHORITY OF INDIA

*Civil Aerodrome, Vadodara - 390022*

AAI/VAD/APD/MM/Green bomb/2020-21/

Date: 16/10/2020

## NOTICE INVITING e-TENDER (3 BOT - 3 Envelope Open Tender)

### **Tender Id: 2020\_AAI\_60049 \_1**

1. Item Rate tenders are invited through the e-tendering portal by Senior Manager (HR)/MM (Bid Manager), Airports Authority of India, Civil Aerodrome, Vadodara – 390022 on behalf of Chairman, AAI from the eligible contractors for the work of **“Procurement of Green Bomb (Fire-crackers) for scaring of wild life from operational area at Civil Aerodrome, Vadodara Airport-390022** at an estimated cost of **Rs. 2.30 Lakh** (Excluding GST) with period of completion **12 (Twelve) Months**.
2. The tendering process is online at e-portal URL address <http://etenders.gov.in/eprocure/app>. Aspiring bidders may download and go through the tender document.
3. Prospective tenderers are advised to get themselves register at CPP portal, obtain “Login ID” & “Password” and go through the instructions available in the home page after login to the CPP portal <http://etenders.gov.in/eprocure/app>. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their tender. The process normally takes three days’ time. The tenderer may also take guidance from AAI Help Desk Support through path [aai.aero/tender/e-tender/help desk support](http://aai.aero/tender/e-tender/help%20desk%20support).
4. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120- 4200462, 0120-4001002 Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. Tel: 0120-4200462, 0120-4001002. Mobile: 91 8826246593 E-Mail: [support-eproc@nic.in](mailto:support-eproc@nic.in)
5. For queries related to the issues on e-procurement portal and help needed on the operation of the portal, the bidder may contact following AAI help desk numbers on all working days only (Except Sunday and Gazetted Holiday) between 0800-2000 hours.
  - i. Help Desk Team-Instant Support, Time:08.00 hrs to 20.00 hrs (Mon-Sat), 011-24632950, Ext-3512 (Six Lines), E-Mail:-[eprochelp@aai.aero](mailto:eprochelp@aai.aero)
  - ii. Shri Sanjeev Kumar, Sr. Mgr.(IT), After 4 Hrs. of Issue, Time:09.30 hrs to

18.00 hrs (Mon-Fri), 011-24632950 Ext-3523, E-Mail:-  
etendersupport@aai.aero or sanjeevkumar @ aai. aero

- iii. Shri Prabhakar Bajpai Jt.GM (IT) After 12 Hrs., Time: 09.30 hrs to 18.00hrs (Mon-Fri)-011-24629344, E-Mail: prabhakar@aai.aero.
- iv. General Manager (IT) After 03 Days, 09.30 hrs to 18.00hrs (Mon-Fri)- 011-24657900, E-Mail: gmitchq@aai.aero

6. For any clarifications relating to the tender(s) published kindly contact the Bid Manager/Tender Inviting Authority as per contact details given below. The Bid Manager can be contacted as given below on all working days from 9.30 hrs to 18.00 hrs (Except Sunday and Gazetted Holiday).

Name of Bid Manager: Kamlesh H Shah, Senior Manager (HR)/MM - Ph: 0265-2487904

E-mail ID: [storesvabo@aai.aero](mailto:storesvabo@aai.aero)

7. All the bid related technical queries be referred to HELP DESK only. Please note that under no circumstances bid procedure related queries shall be referred to the IEMs.

#### 8. CRITICAL DATE SHEET

Publishing Date	16/10/2020 at 05:00 PM
Bid Document Download/ Sale Start Date	16/10/2020 from 05:00 PM
Clarification Start Date	16/10/2020 from 05:00 PM
Bid Submission Start Date	16/10/2020 from 05:00 PM
Clarification End Date	06/11/2020 up to 04:00 PM
Bid Submission End Date	06/11/2020 up to 04:00 PM
Bid Opening Date (Envelope – I) Fees	09/11/2020 at 04:00 PM
Bid Opening Date (Envelope – II) PQQ / Technical Bid	11/11/2020 at 04:00 PM
Bid Opening Date (Envelope – III) Price Bid	17/11/2020 at 04:00 PM
Tender Fee	Rs. 560/- (i/c GST, Non-refundable) required to be paid online through NEFT/RTGS mode to AAI, Vadodara.
Earnest Money Deposit (EMD)	Rs. 12000 /- required to be paid online through NEFT/RTGS mode to AAI, Vadodara.

9. **Tender fee & Earnest money deposit (EMD): Cost of e-tender fee amounting to Rs. 560/- (Including GST) (non-refundable) & Earnest money deposit (EMD) Rs. 12000 /- will be required to be paid online through NEFT/RTGS mode to AAI, Vadodara. Bank details for making online payment is given below.**

Bank account particulars are as follows: -

Name of the A/c Holder	AAI VADODARA
Name of the Bank	State Bank of India
Name of the Branch	Airport Circle, Vadodara
Current A/c No.	33814709100
Branch Code	60332
IFSC Code	SBIN0060332

**The proof/documents towards making such payments through NEFT/RTGS mode/ proof of exemption (MSME/NSIC etc.) is to be uploaded as part of Envelope-I by the bidder(s). Non-payment & Non uploading of Tender Fees, EMD proof / documents for exemption by the stipulated date and time shall lead to disqualification of tender(s).**

**No documents in physical form shall be entertained. Bids of those bidders who failed to upload required documents shall be summarily rejected.**

#### 10. **Mode of submission of Tender**

Documents in following 3 Envelopes/Packs shall be submitted online at CPP portal by the bidder as per details given below. Uploading in location other than specified below shall not be considered for evaluation.

1. **Envelope-I (Fee Cover):** - Following documents should be uploaded in "Envelope-I Fee Cover" of e-tendering portal. Bidders are not required to send any documents in physical form.
  - i. Scan copy of proof of payment of tender fee of value Rs.560.00 in favour of AAI Vadodara paid on line through RTGS/NEFT to be uploaded.
  - ii. Scan copy of proof of payment of EMD of value **Rs.12000/-** in favour of AAI Vadodara paid on line through RTGS/NEFT to be uploaded.
  - iii. Attested/ self-certified copy of valid MSE / NSIC Registration Certificate, if applicable to be uploaded. (MSEs seeking exemption and benefits should enclose an attested/ self-certified copy of valid Registration Certificate, giving details of such validity, stores/ services etc. failing which they run the risk of their bid being

passed over as ineligible for the benefits applicable to MSEs/ NSICs. Bids of all such Firms will be rejected, for the reason of not submitting Tender fee & EMD as they are not eligible for exemption from paying Tender Fee & EMD.

2. **Envelope-II (Pre-qual/Technical Cover):** Following documents should be uploaded in "Prequal/ Technical Cover" of CPP portal.

**i. Technical Bid Documents**

(Forming unconditional & absolute acceptance of terms & Conditions of tender)

a) Scanned copy of Signed Unconditional Acceptance of AAI's Tender Conditions (**Performa given in page no 21-22 (Annexure-I)** of Tender Document)

b) Tender Form, **Page no 23-24 (Annexure-II)**

(The bidder should ensure that the above document is signed & uploaded correctly, as uploading of unsigned or non-uploading at all will constitute denial of terms & Conditions of tender by bidder. Therefore, such bids will not form a valid offer & will make tender technically invalid.)

**Prequalification Bid Documents**

- i. Scanned copy Valid Fire work License.
- ii. Company / Firm / Vendor profile.
- iii. Experience as per following
  - Should have satisfactorily executed (# 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. 0.92 Lakh or two works each of Rs. 1.15 Lakh or one work of Rs.1.84 Lakh in single contract of similar nature of work i.e. successful execution of orders (i.e. supply of fire crackers) in any reputed Govt / private organization during last seven years ending on 30/09/2020.
  - "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".
- iv. Scanned copy of PAN
- v. Scanned copy GST registration certificate.
- vi. Declaration (as per **Annexure-III at Page 25**)
- vii. Undertaking for "Registered under GST and compliant of GST provision" as per the pro forma at **Annexure-IV at Page 27.**
- viii. Undertaking for "debar/black list" as per the pro forma at **Annexure-V at Page 28-29.**
- ix. Digitally signed complete tender document.

### **3. Envelope-III ( Financial bid):-**

All rates shall be quoted in the format provided and no other format is acceptable. The price bid has been given as a standard BOQ format with the tender document. Bidders are required to download the BOQ file, open it and complete the Light 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 upload in finance cover online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

#### **11. Bids opening process is as below:**

- i. **Envelope-I (Fee Cover):** Containing Tender Fee & Earnest Money Deposit in the prescribed form (uploaded by the contractors / firms) shall be opened as per CRITICAL DATE SHEET. The bids of contractors / firms whose Tender fee & EMD who has paid online & found in order shall be admitted for further opening of technical bid (Envelope-II). (Bidders seeking exemption under certain MSME/NSIC etc category must upload valid registration certificate with appropriate authority in Envelope-I, failing which they shall be declared disqualified and shall summarily rejected) Those contractors / firms whose Tender fee & EMD is not received by the date & time mentioned in CRITICAL DATE SHEET or not found in order, will be rejected summarily and their bid will not be admitted for further processing of tender opening. The intimation regarding acceptance / rejection of their bids will be intimated to the contractors/ firms through e-tendering portal.
- ii. **Envelope-II (Pre-qual / Technical Cover):** of those contractors will be opened whose bids are found in order & accepted in Envelope-I (Fee Cover) opening. Pre-qual / Technical Cover opening date shall be as mentioned in CRITICAL DATE SHEET. (Any changes in the opening date shall be intimated through CPP portal). The bids of those contractor/firms will be accepted who have uploaded digitally signed documents as per Technical Bid Documents list given above at para 2 of e-NIT. The Prequalification documents of contractors/firms who are found technically eligible as above will be scrutinized as per list of Prequalification / technical bid documents. Any shortfall of document, if required, will be asked from Agency through CPP Portal only. The bidder shall upload the requisite clarification / documents through CPP portal only within time specified by AAI, failing which tender will be liable for rejection.

The bids of those contractors will be accepted only who are found qualified as per Prequalification Criteria. The final evaluation of bids of each contractor/firm will be done & will be informed through CPP Portal to Agencies.

iii. **Envelope-III (Finance Cover)**: The financial bids of the contractors/firms will be opened who are found to be meeting the qualifying requirements and technical criteria & whose bids are accepted during technical evaluation, on the date mentioned in CRITICAL DATE SHEET. (Any change in the date of financial bid opening will be intimated through CPP Portal, if required).

12.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.

13.AAI reserve the right to reject bids of working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/ Temporary /permanent debar by any department of AAI.

14.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:

- i. Forfeit the entire amount of EMD submitted by the firm.
- ii. The agency shall be liable for debarment from tendering in AAI in all future tenders, apart from any other appropriate contractual/ legal action.

15.Consortium / JV companies shall not be permitted. No single firms shall be permitted to Submit two separate applications.

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

17. AAI is not responsible for delay due to link failure / internet problem etc. in respect of submission / receipt of any document or in submission of E-bid. Bidders who are intending to submit E-bids are requested to submit the same well in advance before the due date & time. It is the responsibility of the bidder to make sure that the required documents / E-bids is submitted in time.

18. All offered rates should be exclusive of G.S.T. In case of change in the rate of tax or any provision relating to levy of tax resulting in increase in burden of tax on contractor after the last date and time of submission of financial bid, the contractor shall be entitled to receive any compensation for such increase in quantum of tax payable by the contractor. Similarly, recovery shall be made from the contractor on account of decrease of rate of tax or any provision relating to levy of tax.



19. The contractor shall keep necessary book 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 further shall furnish such other information/document as the authorized representative of Airports Authority of India may require from time to time.
20. Concessions to MSEs (Micro & Small Enterprises) registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME units will be given as per the prevailing provisions of Public Procurement Policy for Micro & Small Enterprises (MSEs)
21. MSE are being registered for specific activities. Thus price / order preference/ exemption from paying Tender Fee/EMD as per Public purchase policy shall be available only for goods/ services produced and provided by MSEs and for which they have been registered by GOI.
22. MSEs seeking exemption and benefits should enclose an attested/ self-certified copy of valid Registration Certificate, giving details of such validity, stores/ services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs. Bids of all such Firms will be rejected, for the reason of not submitting Tender fee & EMD as they are not eligible for exemption from paying Tender Fee & EMD.
23. This NOTICE INVITING e-TENDER shall form part of the contract documents.

**Senior Manager (HR/MM)**  
Airports Authority of India,  
Vadodara – 390 022

## **INSTRUCTIONS TO BIDDERS**

### **1. Definitions**

- 1.1. "AAI / The Buyer" means the Airports Authority of India.
- 1.2. "The Bidder / Vendor / contractor / tenderer / supplier" means the individual or firm or Company who participates in this tender and submits its bid.
- 1.3. "Bid Manager AAI" means the AAI executive responsible for executing the contract from AAI side and shall coordinate all the activities in connection with execution of work with the bidder / contractor/vendor / tenderer.
- 1.4. "The Supplier / Contractor" means the individual or firm taking up the work as defined under the Notice Inviting Tender.
- 1.5. "The Works Order" means the order placed for the supply, installation, testing & commissioning of systems / works by the Buyer on the Contractor signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.6. "The Purchase Order / Supply Order" means the order placed for the supply of items by the Buyer on the Supplier signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.7. "The Contract" means the agreement signed between the Buyer and the Contractor as per the terms and conditions contained in the Works Order / Purchase Order.
- 1.8. "The Contract Price" means the price payable to the Contractor under the Works Order / Purchase Order for the full and proper performance of its contractual obligations.
- 1.9. "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit has not been attached, or the required data has not been provided with the Bid or intentional errors have been committed in the Bid.

### **2. Eligibility Criteria**

- 2.1. Bidder shall meet the eligibility criteria as prescribed in Notice Inviting e-tender Para 10.

### **3. AMENDMENTS TO BID DOCUMENTS:**

- 3.1. Prior to the last date of submission of bids, AAI may amend/modify the bid documents at any time through corrigendum.
- 3.2. The amendment shall be communicated as corrigendum to all prospective bidders on the e-tender portal and these amendments will be binding on them.

#### **4. VALIDITY OF TENDER (BID):**

- 4.1. The offered Bid shall remain valid for a minimum of **90 days** from the date of opening of the Technical Bid. The bidder shall not be entitled, to revoke or cancel the offer or to vary any term thereof, during validity period without the consent in writing of AAI. In case of the bidder revoking or canceling the offer or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited.
- 4.2. If there is any delay in finalization due to unforeseen factors, all the bidders shall be asked to extend the validity for an appropriate period, specifying a date by which tender is expected to be finalized. However, the tender process shall not be vitiated if any bidder declines to extend the offer as requested for.

#### **5. FORMATS & SIGNING OF BID:**

- 5.1. The e-Bid shall be digitally signed by the bidder at e-tendering portal to bind the bidder to the contract. Written power-of-attorney accompanying the bid shall submit the letter of authorization. The e-bid submitted shall be properly in readable form and encrypted as per e-tendering portal requirements. Standard Printed terms and conditions of the company other than the NIT conditions shall not be considered.

#### **6. SEALING & MARKING OF BIDS:**

- 6.1. The bidders shall digitally sign & encrypt their bid and upload the bid online at AAI e-Tendering portal.
- 6.2. If all the envelopes are not digitally signed & encrypted, the AAI shall not accept such open bids for evaluation purpose and treat as non-responsive. Such bid shall be liable to be rejected.

#### **7. SUBMISSION OF BIDS:**

- 7.1. AAI shall receive the bids online through e-portal only, not later than the schedule date and time specified in the NIT.
- 7.2. AAI may, at its discretion extend the deadline for the submission of the bids by amending the bid documents in accordance with conditions mentioned in NIT, subject to previous deadline.
- 7.3. The bidder shall submit his bid offer online through CPP portal only. Digitally signed tender document downloaded from e-tender portal only shall be considered. No separate documents shall be valid. Only relevant attachments, if any, other than the tender document, shall be listed out for reference.
- 7.4. E-tender portal shall not permit uploading of bids after the scheduled date and time of submission.

#### **8. CORRECTIONS / MODIFICATIONS & WITHDRAWAL OF BIDS:**

- 8.1. The bidder may correct, modify his digitally signed bid after submission and prior to the deadline, through provisions of e-tendering portal.

8.2. Bids once submitted cannot be modified after deadline.

## **9. OPENING OF BIDS:**

9.1. AAI shall open Bids online through e-portal as per schedule or as per intimation of Bid Opening Date & Time to bidders. Bidders or their authorized representatives may participate in bid opening and shall sign the tender opening register.

9.2. Only one representatives of each eligible bidder shall be allowed to participate in the bid opening.

9.3. Representative of those bidders, whose bid is not submitted / rejected cannot participate in the tender opening process.

## **10. CLARIFICATION / CONFIRMATION OF COMPLIANCE OF BIDS**

10.1. The pre-qualification / technical eligibility criteria shall be evaluated during preliminary stage (i.e. after opening of Envelope-II) and the bidders who have not submitted requisite documents shall be asked through CPP portal only to substantiate their claims with documentary evidence before a given date failing which their bids shall not be considered for further detailed evaluation.

10.2. It may be noted that enquiries / clarifications shall be responded only through CPP Portal. All such queries shall be entertained which are received on or before last date/time for submission of queries. AAI response will be uploaded through CPP portal only. No written/verbal/ telephonic enquiry shall be entertained during the tender process.

## **11. EVALUATION & COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

### **11.1. Eligibility cum Technical Evaluation:**

11.1.1. The eligibility criteria shall be evaluated after opening of technical bids. Clarifications, if any, shall be asked from bidders through e-tender portal to substantiate their claims with documentary evidence before a given date, failing which their bids shall not be considered for further evaluation. Bids meeting eligibility cum technical criteria shall only be considered for financial bid opening.

11.1.2. AAI may seek performance/experience report of a bidder from other clients whose references are given in the tender. An adverse report from a client shall make the bidder technically unfit leading to his rejection.

11.1.3. A short-list of bidders qualifying technical bid shall be drawn and thereafter these short-listed bids shall be treated at par for the purpose of financial comparison.

## **12. OPENING OF FINANCIAL BIDS:**

12.1. Financial Bids of those bidders who qualify in pre-qualification / technical bid shall be opened electronically at CPP portal at the time and date mentioned in NIT.

12.2. The bidder shall issue authority letters to their representatives to attend the opening of financial bids if desired to be present at AAI premises.

- 12.3. The comparison for evaluation shall be of the total cost of the bid inclusive of taxes as per item rate format. A short list of first three lowest bidders in ascending order shall be drawn and named L1, L2 and L3.
- 12.4. The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the AAI, at its discretion, may consider appropriate; will be announced at the opening.

### **13. RIGHT TO ACCEPT / REJECT THE TENDERS:**

- 13.1. The right to accept the tender in full or in part/parts will rest with AAI. However, AAI does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 13.2. Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.
- 13.3. AAI reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the AAI's action.
- 13.4. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any costs incurred in the preparation and submission of any tender.
- 13.5. If the bidder gives wrong information in his Tender, AAI reserves the right to reject such tender at any stage or to cancel the work order, if awarded, and forfeit the Earnest Money.
- 13.6. Tenders that are not accompanied with Earnest Money Deposit (EMD) shall be rejected outright.
- 13.7. Bidder shall inform about his relatives employed in AAI (if any) in the capacity of an officer or the authority inviting tender. In the event of failure to inform and in a situation where it is established that the relations employed in AAI have tried to influence the tender proceedings then AAI at its sole discretion may reject the tender or cancel the work order and forfeit the Earnest Money.
- 13.8. The requirements indicated in this NIT are the minimum and bids of the firms not complying with these minimum requirements or having deviations from the minimum requirements shall be rejected. However, specifications higher than the minimum requirements shall be technically acceptable without any additional financial implication to AAI.
- 13.9. Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by AAI shall not be considered. Such post bid offers / clarifications may be liable for rejection of their bids.

#### **14. AWARD OF CONTRACT**

- 14.1. The acceptance of the tender will be intimated to the successful bidder by AAI, either by fax/e-mail/letter or by e-portal.
- 14.2. The issue of a Work Order shall constitute the intention of AAI to enter into the contract with the bidder.
- 14.3. Acceptance of the Work order will be deemed as effective from the date of issue of Work Order.
- 14.4. AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.

#### **15. TRANSFER OF TENDER DOCUMENT:**

- 15.1. Transfer of Tender Documents by one bidder to another is not permissible. Similarly, transfer of tenders submitted by one bidder in the name of another bidder is also not permissible.

## **GENERAL TERMS & CONDITIONS OF CONTRACT**

### **1. Standards and Product requirement.**

**The GREEN bomb to be supplied as per sample available at office of Senior Manager (HR/MM) and bidder are requested to check sample and its size as per actual from office of Senior Manager (HR/MM), AAI, Civil Aerodrome, Vadodara prior to submission of E-tender. License of Firework is mandatory. All prospective bidders are requested to check / inspect the sample available in MM department and satisfy themselves before quoting the rate/participating in bidding process.**

### **2. Time / Delivery**

- 2.1. The Validity of contract is 12 (Twelve) months from issue of award letter.
- 2.2. All items shall be delivered within a week after issue of monthly order by store in charge.

### **3. Discrepancy & Adjustment of Error**

- 3.1. If on scrutiny, difference is found between the rates given by the Bidder in words and figures or in the amount worked out by him in the Financial Bid, the same shall be adjusted in accordance with the following rules:
  - 2.1.1 In the event of a discrepancy between description in words and figures quoted by a Bidder, the description in words shall prevail.
  - 2.1.2 In the event of an error occurring in the amount column of Financial Bid as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
  - 2.1.3 All errors in totaling in the amount column and carrying forward totals shall be corrected.
  - 2.1.4 If there are varying or confliction provisions made in any document forming part of the contract, AAI's decision shall be binding with regard to the intention of the document.
  - 2.1.5 All annexure of this NIT document is part of Technical Bid. There must be no insertion/deviation/suppression in the same, if found such tenders are liable to be rejected.

### **4. Earnest Money Deposit (EMD):**

- 4.1. The EMD will be required to be paid through on-line mode only through RTGS/NEFT mode only. Details of Bank account is mentioned at para 9 of e-NIT. The details of EMD paid online is only to be uploaded in CPP portal in Envelope-I.
- 4.2. The tenders of the bidders who fail to submit the EMD before the stipulated time shall be rejected outrightly.

5. **Security Deposit:** L-1 Bidder has to submit security deposit equivalent to 10% of awarded contract value in the form of Bank Guarantee as per Annexure VI or Demand draft in favour of Airports Authority of India, Civil Aerodrome, Vadodara – 390 022 within 10 days of the issue of award letter. Non-submission of security deposit may lead to forfeiture of EMD and cancellation of contract.

## 6. Refund of EMD

- 6.1. EMD of unsuccessful bidders received through on-line mode shall be refunded through the same mode (BT) only.
- 6.2. The refund of EMD to bidders who fail to qualify the eligibility/technical stage shall be initiated automatically within 7 days of their rejection.
- 6.3. 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.
- 6.4. The EMD of the successful bidder will be returned after the bidder provides the performance guarantee or can be converted into security deposit.
- 6.5. If the successful bidder fails to enter into a contract with AAI within 15 calendar days after the receipt of the purchase order / work order, EMD amount shall be **forfeited**.
- 6.6. If the successful bidder fails to submit the performance bank guarantee as stipulated, within 10 calendar days after the receipt of the purchase order / work order, EMD amount shall be **forfeited**.
- 6.7. No interest or any other expenses, whatsoever, will be payable by AAI on the EMD and or Security deposit submitted to AAI in any manner.

## 7. Deviation in Quantity :

- 7.1. The units shall be supplied as per tender schedule of quantities rating and of reputed makes as per sample and it should be new, genuine and free from defects.
- 7.2. The copies of test certificates, warranty & guarantee certificates etc shall be furnished to AAI for processing the bill.
- 7.3. AAI reserves the right to change the quantity or part thereof to be supplied by  $\pm 50\%$  of the tendered quantity (for site specific measurable length) but within the overall deviation limit of 30% of the contract value. Deviation beyond 30% will be subject to prior approval of AAI management if mutually agreeable with supplier.
- 7.4. AAI also reserves the right to purchase Extra item, Substitute items as per site requirements up to the overall limit of 30% of the contract value. However, beyond 30%, it will be subject to prior approval of AAI management if mutually agreeable with supplier.
- 7.5. The overall deviation, Extra item or the substitute items taken together shall not exceed 30% of the contract value unless until it is mutually agreed by both the parties and a specific order is placed on the vendor in this regard.
- 7.6. Suitable recovery as deemed fit by AAI, shall be made from the Supplier bills in the event of unsatisfactory performance, sub-standard supply, incomplete work/not fulfilling the tender requirements/Specifications, non-submission of required documents (like test certificate, warranty, guarantee certificates, technical manuals etc.). Decision of AAI shall be final in this regard.



7.7. Besides recovery, AAI initiate strict punitive action including debarring the company/firm for period of 3 years, fore-fitment of EMD or security deposit etc.

#### 8. Escalation in Prices:

The accepted prices shall be firm and fixed and subject to no escalation whatsoever till the completion of work.

#### 9. Rejection of Tender:

- 9.1. Airports Authority of India reserves the right to accept/ reject any or part of tender or complete Tender without assigning the reason. The documents submitted by Bidder shall not be returned. AAI also reserves the right at its sole discretion not to place any order under this tender call. This decision does not commit to AAI to pay any costs or damages or loss incurred in the preparation and submission of any requisite tender or technical proposal or to procure or contract for any of the items described herein.
- 9.2. If the Bidder intentionally/unintentionally gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the contract, if awarded and to forfeit the Earnest Money and/or performance guarantee absolutely besides legal action including blacklisting of such Bidder.
- 9.3. Tender in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and is liable to be rejected.

#### 10. Time Period For Completion:

TIME IS THE ESSENCE OF THIS CONTRACT.

- 10.1. The Validity of contract is 12(Twelve) months from issue of award letter.
- 10.2. All items shall be delivered within a week after issue of monthly order by store in charge.
- 10.3. It must be understood that the supplier has agreed for the proposed time schedule after fully considering all its resources and factors, which may have any bearing on the time schedule of the contract.
- 10.4. In case of Delivery Schedule originally agreed upon by AAI and not being adhered to by the supplier, the following procedure shall be applicable:
  - 10.4.1. The supplier shall give reason for delays and apply for extension of delivery period.
  - 10.4.2. AAI may extend the delivery period without Liquidated Damages if the reasons given by the supplier are found justified. Otherwise delivery period may be extended with levy of **Liquidated Damages@1% of the value of undelivered stores per week of delay subject to a maximum of 10% of contract value.** Part of a week shall be treated as one whole week.
  - 10.4.3. AAI also reserves the right to cancel the order wholly or in part without any liability to pay cancellation charges or any other costs and forfeit the EMD and or Security Deposit in full absolutely, in case of delay in supplies.

10.4.4. In the event of rejection of non-conforming goods, the successful Bidder shall be allowed to replace the non-conformities at his own cost. If successful Bidder fails to do so within the time stipulated by AAI, the purchaser shall have the right to invoke the performance Bank Guarantee. Decision of Airport Director, AAI, and Vadodara shall be final speaking order in the matter.

## **11. Payment Terms:**

11.1. Payment shall be released by the AAI in the following manner.

11.1.1. 100% of purchase order price for supply of equipment and accessories against receipt of goods **at site in** good condition on submission of the following documents in ORIGINAL.

- i. Invoice + 2 copies
- ii. Itemized Packing list with cost of each item + 2 copies
- iii. Proof of delivery of equipment / items
- iv. Certificate of goods received at site in physically good condition.

11.2. In the event that the materials supplied do not meet the specifications and/or are not in accordance with the drawings, data sheets and rectification as required at site, AAI shall inform the bidder giving full details of deficiencies. The Bidder shall, at his own expense, meet and agree with the representatives of AAI the action required to correct the deficiencies and shall attend to the deficiencies at his own expense. Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

## **12. Packing & Marking.**

12.1. All packing shall be strong enough to withstand rough handling during loading, unloading and transportation of the packages.

12.2. All protrusions and threaded fittings shall be suitably protected and openings shall be blocked by covers.

12.3. Wherever required, goods / supplied material shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect the goods / supplied material and wear and tear of material should be avoided.

## **13. Patents, Bidder's Liability & Compliance of Regulations:**

13.1. Successful Bidder shall protect and fully indemnify AAI from any claims for infringement of patents, copyright, trademark or the like. AAI shall not be responsible for any issue / litigations arising due to non-compliance thereof.

13.2. Successful Bidder shall also protect and fully indemnify AAI from any claims from successful Bidder's workmen/employees, their heirs, dependents, representatives etc. or from any other person(s) or bodies/companies etc. for any act of commission or omission while executing the order.

- 13.3. Successful Bidder shall be responsible for compliance with all requirements under the laws and shall protect and completely indemnify AAI from any claims/presents arising out of any infringement.
- 13.4. The Successful Bidder shall set right the loss/damage, intentional/unintentional caused to the premises and/or property of AAI such as equipment/fittings/fixtures/vehicles etc.
- 13.5. AAI shall not be responsible for any injury or lapses sustained by agency's personnel during the execution of work order at AAI site.

#### **14. Force Majeure:**

14.1. AAI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the supplier's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful bidder's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures:

- 14.1.1.** That within 10 days after the occurrence of a case of Force Majeure but before the expiry of the stipulated date of completion, the bidder informs the AAI in writing about the occurrence of Force Majeure Condition (as per tender document) and that the Bidder considers himself entitled to an extension of the time limit. The supplier shall submit the application for extension of time.
- 14.1.2.** That the supplier produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- 14.1.3.** That the supplier proves that the said conditions have actually been interfered with the carrying out of the contract.
- 14.1.4.** That the supplier proves that the delay occurred is not due to his own action or lack of action.
- 14.1.5.** Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

#### **15. Settlement of Disputes and Arbitration:**

15.1. Except where otherwise provided for in the contract, all questions and disputes relating to the meeting 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, , matter or thing what so ever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these condition 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 cancellation, termination, completion or abandonment there of shall be referred to the sole arbitrator as may be appointed by the **Chairman, Airports Authority of India.**

- 15.2. There will be no objection if the arbitrator so appointed is an employee of AAI and that he has to deal with the matters to which the contract relates and that in the course of his duties as such he has to express views on all or any of the matters in dispute or difference.
- 15.3. 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 his predecessor left it. It is also a term of this contract that no person other than a person appointed by the authority mentioned here-in should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all.
- 15.4. It is also a term of this contract that if the Bidder does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 90 days from the date of issue of completion certificate by the Competent Authority, the claim of the Bidder shall be deemed to have been waived and absolutely barred and AAI shall be discharged and released of all liabilities under the contract in respect of these claims.
- 15.5. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1996, or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force apply to the arbitration proceeding under this clause.
- 15.6. It is also a term of this contract that the arbitrator shall adjudicate on any 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. 75000/-the arbitrator shall give reasons for the award.
- 15.7. It is also a term of contract that if any fees are payable to the arbitrator these shall be shared equally and be paid by both the parties.
- 15.8. 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 to claims and counter statement to claims.
- 15.9. The value of the arbitrator shall be as decided by the arbitrator. 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.
- 15.10. The cost of the reference and of 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.

#### **16. Effect and Jurisdiction of Contract:**

- 16.1. The contract shall be considered as having come in to force from the date of issue of AAI's letter of acceptance of the offer. All legal and judiciary matters shall be subject to jurisdiction of Vadodara courts only.
- 16.2. The law applicable to this contract shall be the law enforced in India.

**ANNEXURE-1**

**UNDERTAKING TO BE PUT IN ENVELOPE 'II' FOR UNCONDITIONAL ACCEPTANCE.**

Date:

**Senior Manager (HR/MM)  
Airports Authority of India,  
Vadodara Airport,  
Vadodara- 390022.**

Sir,

**ACCEPTANCE OF AAI'S TENDER CONDITIONS**

1. The tender documents for the work "**Procurement of Green Bomb(Fire-crackers) for scaring of wild life from operational area at Civil Aerodrome, Vadodara Airport -390022**" have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the sample, satisfied ourselves regarding the goods to be supplied and read the entire terms and conditions of the tender documents made available to me/us on CPP portal 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 Document have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remarks/conditions in the tender uploaded in Envelope-I, II & III. In case, any condition(s) are found in Envelope II i.e. Technical Bid then Envelope -III i.e. Financial Bid shall not be opened, **or** if any condition found in Envelope -III i.e. Financial Bid the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money deposit (EMD) absolutely.
4. 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/We will immediately report it to the appropriate authority in AAI.
5. I/we had paid online the required Earnest Money deposit (EMD) of Rs. 12000/- (Twelve thousand only) for the above-mentioned work by means of RTGS/ NEFT in Favour of AAI. (Not applicable for MSME/NSIC registered bidders)

6. The required Earnest Money deposit (EMD) for this work has been paid on line and the scanned copy towards proof for payment of EMD is uploaded in Envelope-I here with.
7. I/We agree that "If at any stage, any information / documents submitted by us are found to be false, we shall be liable for debarment from tendering in AAI, apart from any other appropriate / legal action".

Thanking  
you,

Yours faithfully,

Date:

(Signature of the tenderer with rubber stamp)

**Airports Authority of India**

Item Rate Tender & Contract for Work

Airport: Vadodara

Branch : Material Management (MM)

**Tender for the work of "Procurement of Green Bomb (Fire-crackers) for scaring of wild life from operational area at Civil Aerodrome, Vadodara Airport -390022"**

(A) Tender in three e-bids (Envelope-I, II & III) to be uploaded up to \*  
**up to \*\_\_\_\_\_Hrs** on CPP e-Tender Portal.

Envelope-I to be opened on \*\_\_\_\_at \*\_\_\_\_Hrs in the office of **Senior Manager (HR/MM), Airports Authority of India, Vadodara Airport, Vadodara-390022.**

\*Date & Time as per Critical Date Sheet

**TENDER**

I / We have read and examined the e-Notice inviting tender, Instructions to bidders, General conditions of contract, Annexure I, II, III, IV, V, VI, VII, VIII, IX, X, other documents, various clauses, 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 as specified in in Critical date sheets and schedule of quantities (BOQ)and in accordance in all respects with the Rules and Clause of the Conditions of contract and with such material as per sample shall be provided, by and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **Ninety (90) days** from the date of opening of Envelope-III (Financial Bid) of three bids and not to make any modifications in its terms and conditions.

A sum of **Rs. 12000 /- (Rupees Twelve Thousand three hundred only)** is paid online in the form of RTGS / NEFT against earnest money. (Not applicable for MSME/NSIC registered bidders) If I / we, fail to furnish the prescribed performance guarantee within prescribed period, I / We agree that the said AAI or his successors in office shall without prejudice to any other right or remedy, be at liberty to take action as per clause of e-NIT. Further, if I/We fail to commence work as specified, I/We agree that AAI or his successors in Office shall without prejudice to any other right or

remedy available in law, be at liberty to forfeit the said earnest money deposit (EMD) 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 or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage as per e-NIT and those in excess of that limit at the rates to be determined in accordance with the provision contained in e-NIT. Further, I /We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee 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 the Contractor

Witness : \_\_\_\_\_

Address: \_\_\_\_\_

Postal Address

Occupation: \_\_\_\_\_

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Airports Authority of India for a sum of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ )

The letters referred to below shall form part of this contract

Agreement:- (i)

(ii)

(iii)

For & on behalf of  
The Chairman, Airports Authority of India.

Signature-----

Dated.....

Designation-----



**DECLARATION**

(On Company's Letter head)

I/We.....Proprietor/Partner.....  
.....of M/s..... full  
Address.....solemnly declare that No case is lodged in Police OR  
Court against me/us.

I/We stated that if any information/Documents found false or what so ever at any  
stage or after the contract, then the EMD shall be forfeited / contract may be terminated  
immediately and legal action as deemed fit by AAI may be initiated against me/us.

Signature with seal.....

& Full address of the firm.....

.....

.....

Dated.....

**UNERTAKING OF AGENCY / FIRM**  
**(On letter head)**

- A. That the bidder (M/s ..... ) is registered under GST and compliant of GST provision.
- B. In case of non-compliance of GST provisions and blockage of any input credit, the bidder shall be responsible to indemnify AAI.
- C. That all input credits have been passed on the AAI by the bidder.

Date:

(Signature of the Contractor)

With rubber-stamp.

**UNDERTAKING**

**(Regarding Debarred/ Blacklist)  
(On Non- judicial stamp paper)**

I/We ..... on behalf of M/s .....  
..... do here by solemnly affirm and state as follows:

Our firm is not debarred/ blacklisted by AAI or Central/ State Govt. Depts./ PSUs World Bank/ ADB etc. and the debarment is not in force as on last date of submission of this E-bid. Our firm understand that in case above is discovered at later stage, our firm shall be liable for detrainment from bidding in AAI apart from any other appropriate contractual action including debarment/blacklisting, termination of the contract.

Date:

(Signature of the Contractor)

With rubber-stamp.

**PROFORMA FOR BANK GUARANTEE**  
(SECURITY DEPOSIT)

(On Non-Judicial stamp paper of an appropriate value)

Airport Director,  
Airports Authority of India  
Vadodara Airport, Vadodara

Dear Sirs,

We.....hereby refer to the contract  
No..... dated.....between the  
..... as purchaser and  
M/s.....  
..... as contractor providing in substance for the provisioning of  
.....as particularized in the said contract, to  
which specific reference is made. Under the terms of the said contract, the contractor is  
required to provide a bank guarantee in a form acceptable to the purchaser for the amount  
of .....% of the entire contract price extending to performance by the contractor of  
all the terms and conditions of the contract.

In view of the foregoing and pursuant to the terms of the said contract, which contract is  
referred to and made a part thereof as full and to the same extent as if copied at length  
herein, we hereby absolutely and unconditionally guarantee to the purchaser, performance  
of the terms and conditions of the said agreement to the extent of  
..... . This guarantee shall be construed  
as an absolute, unconditional and direct guarantee of the performance of the contract  
without regard to the validity, regularity or enforceability of any obligation of the parties to  
the contract.

The purchaser shall be entitled to enforce this guarantee without being obliged to resort  
initially to any other security or to any other remedy to enforce any of the obligations  
herein guaranteed and may pursue any or all of it remedies at one or at different times.  
Upon default of the contract, we agree to pay to the purchaser on demand and without  
demur the sum of .....or any part thereof, upon presentation  
of a written statement by the purchaser that the amount of said demand represents  
damages due from the contractor to the purchaser by virtue of breach of performance by  
the contractor under the terms of the aforesaid contract.

The determination of the fact of breach and the amount of damages sustained and or  
liability under the guarantee shall be in the sole discretion of the purchaser whose decision  
shall be conclusive and binding on the bank as guarantor

It is mutually agreed that the purchaser shall have the fullest liberty without affecting in any manner our obligation hereunder with or without our consent to vary any of the terms of the said agreement or to extend the time for performance by the contractor, from time to time any of the powers exercisable by the purchaser against the contractor and either to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any variation of any extension being granted to the contractor or for any forbearance act or omission on the part of the purchaser or any indulgence by the purchaser to the contractor or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

This guarantee is confirmed and irrevocable and shall remain in effect until ..... and such extended period which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said contract. This guarantee will not be discharged due to change in constitution of the Bank or the contractor.

"Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Rs..... (Rs..... only) and this Guarantee is valid up to.....201..... . We shall be released and discharged from all liability hereunder unless a written claim for payment under this Guarantee is lodged on us within 03 (Three) months from the date of expiry of the Guarantee i.e. on or before .....201.....irrespective of whether or not the original Guarantee is returned to us".

We (Name of the Bank) undertake not to revoke this guarantee during its currency without written consent of the authority.

Dated.....

Very truly yours,

**Note to Contractors:**

1. BANK GUARANTEE submitted by you should be sent to us directly by the issuing bank under Registered Post (A.D).

**Note to Issuing Bank:**

- i. In case the supplier desires to submit the BANK GUARANTEE directly to us, you are requested to send by Registered Post (A.D) an unstamped duplicate copy of the guarantee directly to us with a covering letter to compare with the original BGs and confirm that it is in order.

**AGREEMENT**

**Agreement no:**

This agreement made on this \_\_\_\_\_ 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 Airport Director, Airports Authority of India, Civil Aerodrome, Vadodara - 390 022, (hereinafter referred to as **"Owner" or AAI**), which expression shall include its administrations, successors, executors and assigns) of the one part and

\_\_\_\_\_ (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 **"Procurement of Green Bomb(Fire-crackers) for scaring of wild life from operational area at Civil Aerodrome, Vadodara Airport -390022"** ( Hereinafter called the "Work") done and had invited Tenders for this work as per Tender Documents sold for this purpose. And whereas,

\_\_\_\_\_ has participated in the above referred bidding vide their proposal dated \_\_\_\_\_ and Airports Authority of India accepted their aforesaid proposal and awarded the work to \_\_\_\_\_ as per terms and conditions contained in its award letter number \_\_\_\_\_ and the documents referred to therein, which have been accepted by \_\_\_\_\_ resulting 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 \_\_\_\_\_ for the work **"Procurement of Green Bomb(Fire-crackers) for scaring of wild life from operational area at Civil Aerodrome, Vadodara Airport -390022"** along with the terms and conditions contained in its award letter No.

\_\_\_\_\_ 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 expressions used in this Agreement shall have the same meaning as are assigned to them in the "CONTRACT DOCUMENTS" referred to in this succeeding article.

**Article 2.0 CONTRACT DOCUMENTS: -**

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "CONTRACT DOCUMENTS").

<b>SR. NO.</b>	<b>DESCRIPTION</b>	<b>PAGE NOS.</b>
1	INDEX	1
2	E-NOTICE INVING TENDER	7
3	INSTRUCTIONS TO BIDDERS	5
4	GENERAL CONDITIONS OF CONTRACT	6
5	Annexure -I UNCONDITIONAL ACCEPTANCE LETTER	2
6	Annexure - II ITEM RATE TENDER FORM	2
7	Annexure-III DECLARATION	1
8	Annexure-IV UNDERTAKING FOR GST COMPLIANCE	1
9	Annexure - V AFFIDAVIT FOR NON-DEBARRED / NON- BLACKLIST	1
10	SCEUDLE OF QUANTITY(BOQ)	1
11	AWARD LETTER	3
12	E-PAYMENT DETAILS	1
	<b>TOTAL PAGES</b>	

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

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

**Article 3.0 CONDITIONS & CO-VENANTS**

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

The Agreement constitutes full and completed understandings between the parties and terms of the present. 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 affected only by a written instruction signed by the authorized Representatives of both the parties.

**Article 4.0 SETTLEMENTS 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 25 of the General Conditions of the Contract and the provisions of the Arbitration and conciliation Act 1996 shall apply and Vadodara Courts alone shall have exclusive jurisdiction over the same.

**Article 4.1 NOTICE OF DEFAULT**

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

This Contract Agreement is allotted the Number \_\_\_\_\_

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

\_\_\_\_\_  
**(Signature of Contractor)**

\_\_\_\_\_  
For and on behalf of Chairman,  
Airports Authority of India

\_\_\_\_\_  
**(Signature of witness)**

\_\_\_\_\_  
**(Signature of witness)**

**Name & Address**  
**of witness**\_\_\_\_\_

**Name & Address**  
**of witness**\_\_\_\_\_



**E – Payment**

Date: .....

To,  
Airport Director  
Airports Authority of India,  
Vadodara – 390 022

**Subject: Request for E – Payment.**

Sir,

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

1. Name of the Company :
2. Address :
3. Bank A/c Number :
4. Bank / Branch Name :
5. Bank Address :
6. Branch Code :
7. IFSC Code of the Bank :
8. Permanent A/c No. of the Company :

We also enclosed herewith a Cheque duly cancelled of our above Bank A/c.

Thanking You,

Yours faithfully,

( )  
Authorized Signatory

**CHECK LIST**

**NAME OF WORK:- " Procurement of Green Bomb(Fire-crackers) for scaring of wild life from operational area at Civil Aerodrome, Vadodara Airport -390022"**

1.	2.	3.	4.
Sr No	Qualifying Criteria	Particulars	Enclosure Check List
<b>ENVELOPE - I</b>			
01	Tender cost paid on-line Rs.560.00 (if applicable)		<b>Yes / No</b>
02	EMD paid online - Rs.12000.00 (if applicable)		<b>Yes/ No</b>
03	Copy of MSME/NSIC registration certificate (if applicable)		<b>Yes / No</b>
<b>ENVELOPE - II</b>			
01.	Fire work License uploaded	Valid up to _____	Certificate uploaded. YES/NO
02	Copy of PAN card		uploaded YES/NO
03.	Registration of firm for Goods and Service Tax (G.S.T.) (photo Copy of certificate to be uploaded)		Registration Certificate copy uploaded: YES/NO
04.	Company /firm / vendor profile		Uploaded Yes/No
05	Proof of Experience (Completion certificate only) (03) three works, each of Rs. 0.92 Lakh or (02) two works each of Rs. 1.15 Lakh or (01) one work of Rs. 1.84 Lakh in single contract of similar nature of work i.e. successful execution of orders (i.e. supply of fire crackers)in any reputed Govt / private organization during last seven years ending on 30/09/2020.		Work Completion Certificate copy uploaded: YES/NO
06	Unconditional Acceptance letter (Annexure I)		Uploaded - YES/No
07	Tender form Item rate contract (Annexure II)		Uploaded - YES/No
08	Declaration (Annexure-III)		Uploaded - YES/No
10	Undertaking for GST compliance (Annexure-V)		Uploaded - YES/No
11	Undertaking for debar/black list ( Annexure-VI)		Uploaded - YES/No
12	Digitally signed complete tender document		Uploaded - YES/No

Place:

Date:

Signature with Stamp

Authorized Signatory of the Firm/Contractor

## **DECLARATION**

I/ We (-----) hereby declare that the documents submitted/enclosed are true and correct. In case any document at any stage found fake/incorrect, my/Our Earnest Money Deposit (EMD) may be forfeited.

Signature with Stamp  
Authorized Signatory of the Firm/Contractor.

Place:

Date:

**BILL OF QUANTITY**  
**(To be uploaded in Price Bid)**

**Name of Work: Procurement of Green Bomb(Fire-crackers) for scaring of wild life from operational area at Civil Aerodrome, Vadodara Airport -390022**

<b>Sr. No.</b>	<b>Item</b>	<b>Quantity</b>	<b>Rate per box (each box containing 10 nos. of green bomb) exclusive of GST</b>	<b>Total</b>
1	Green Bomb with plastic thread as per sample	6300 boxes (10 PCS IN ONE BOX)		
			<b>TOTAL</b>	
(Rupees in words)				

- Quoted rate shall include all components v.i.z octroi (if levied), insurance, freight and nothing extra shall be paid.
- Quoted rate should be excluding of applicable GST.
- Quoted rates should be including of delivery at Vadodara Airport

Signature with date.....  
Name & Design .....

Bidder/Authorized Signatory of Company Stamp / Seal