



# **AIRPORTS AUTHORITY OF INDIA**

**O/o. THE Jt. GM (ATM)  
AIRPORTS AUTHORITY OF INDIA  
MBB AIRPORT, AGARTALA- 799009**

## **TENDER DOCUMENT**

### **NAME OF THE WORK**

**Job contract for chasing and Scaring Birds in operational area at  
MBB Airport, Agartala 2022-25 (including crackers).**

**Ref No. AAI/AGT/ATM/BIRD CHASER/2022-25**



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**NAME OF WORK:**

**Job contract for chasing and Scaring Birds in operational area at MBB Airport, Agartala 2022 - 25 (including crackers).**

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This tender document contains a total of **30 pages** (serially numbered from 1 to 32), including the cover page and this page.

Sd/-  
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O/o. Jt. GM  
AIRPORTS AUTHORITY OF INDIA  
MBB AIRPORT, AGARTALA- 799009  
Tel No. 0381-2341016/9928015118

## **TENDER SCHEDULE**

Name of Work.	Job contract for chasing and Scaring Birds in operational area at MBB Airport, Agartala 2022-25. (including crackers)
Tender Reference No.	AAI/AGT/ATM/BIRD CHASER/2022-25
Estimated Cost	Rs.59,58,540/- (exclusive of GST, EPF, ESI, Bonus& Crackers)
Tender Fee (Non-refundable)	Rs.1,180/- (inclusive of GST-18%)
EMD Online	Rs.1,19,170/-

## **CRITICAL DATES**

01	Tender Publish Date	25-02-2022 @ 1600 Hrs.
02	Tender Download / Sale <b>Start</b> Date & Time	25-02-2022 @ 1600 Hrs.
03	Tender Download / Sale <b>End</b> Date & Time	21-03-2022 @ 1600 Hrs.
04	Clarification <b>Start</b> Date & Time (Pre-bid queries, if any by Bidders)	25-02-2022 @ 1600 Hrs.
05	Clarification <b>End</b> Date & Time (to be given by Bid Manager, AAI)	07-03-2022 @ 1100 Hrs.
06	Bid Submission <b>Start</b> Date & Time	25-02-2022 @ 1600 Hrs.
07	Bid Submission <b>End</b> Date & Time	21-03-2022 @ 1600 Hrs.
08	Bid Opening Date & Time (Cover-I)	22-03-2022 @ 1630 Hrs.
09	Bid Opening Date & Time (Cover-II) (Financial Bid)	28-03-2020 @ 1200 Hrs.

### **Note:-**

- a. AAI may at its discretion extend / change the schedule of any activity by intimating the bidders through a notification on the e-tendering portal <https://etenders.gov.in>.
- b. Corrigendum if any, will be uploaded only on e-tendering portal. It is the responsibility of bidders to check the website or their registered Email ID / Mobile No.
- c. Clarification after the due date stipulated above will not be entertained and no request for extension of date on any grounds will be granted / entertained.

## **SECTION : I**

### **NOTICE INVITING e-TENDER**

**NIT No.: AAI\_AGT\_ATM\_BIRD\_CHASER\_2022 - 25**

1.0 Item Rate Tenders are invited from the reputed Firm / Agencies / Contractor through the NIC CPP e-tendering portal by M(ATM) –O/o Jt. GM (ATM), Airports Authority of India, MBB Airport, Agartala-799009 on behalf of Chairman, AAI for "Job contract for chasing and Scaring Birds in operational area at MBB Airport, Agartala 2022 -25" for a period of 3 (three) years and further extendable by 6 (six) more months at the same rates and Terms & Conditions, subject to satisfactory performance of the contractor and mutual consent at an annual estimated cost of Rs.59,58,540/- (exclusive of GST, EPF, ESI, BONUS & crackers).

1.1 Job contract for chasing and Scaring Birds in operational area at MBB Airport, Agartala 2022 – 25 as detailed in Financial Bid (Annexure-B).

1.1.1 The tendering process is online at CPP portal (<https://etenders.gov.in>). Aspiring bidders may go through the tender document by "Guest User" login.

1.1.2 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 <https://etenders.gov.in>. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The bidder may also take guidance from AAI Help Desk Support as given in Section-II of the tender.

1.2 The following documents shall be submitted by the bidders: -

The Tenderer shall submit their application only at CPP Portal <https://etenders.gov.in>. Bidders are advised to follow the instructions provided in the tender document for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Public procurement policy for Micro, small and medium enterprises registered under NSIC shall be followed as per the directives of Government of India prevailing on the date of acceptance.

MSEs which are specified by the Ministry of Micro, small and Medium Enterprises under MSMED Act 2006 and Public Procurement Policy 2012 as Manufacturing and Service Enterprises should have registered with NSIC under its Single Point Registration Scheme (SPRS).

Such bidders should submit a copy of valid NSIC / MSME Registration Certificate **related to the tendered work Online**, to claim exemption from Tender Cost & EMD, failing which their tenders will be summarily rejected.

The following documents shall be submitted / uploaded Online:-

SL. NO.	DESCRIPTION	ON-LINE
		DOCUMENT(S) TO BE UPLOADED IN CPP PORTAL
(i)	Tender Fee	A scanned copy of the proof / documents <b>OR</b> Scanned copy of valid NISC/ MSME Registration Certificate for exemption, if applicable to be submitted through payment gateway of NIC CPP Portal only.
(ii)	EMD	A scanned copy of the proof / documents <b>OR</b> Scanned copy of valid NISC/ MSME Registration Certificate for exemption, if applicable to be submitted through payment gateway of NIC CPP Portal only.
(iii)	Undertaking-cum-Declaration	Scanned copy duly signed with company's seal, as per Annexure-A

### 1.3 **Pre-Qualification / Technical Bid (Online)**

The bidders should upload the following scanned documents **ONLINE** in support of their meeting each criteria mentioned below: -

SL. NO.	QUALIFYING REQUIREMENT	DOCUMENT(S) TO BE UPLOADED IN CPP PORTAL
(i)	Should have GST Registration.	Scanned copy of GST Registration Certificate.
(ii)	Should have Permanent Account Number (PAN).	Scanned copy of <b>PAN</b> Card.
(iii)	Should have registered with Employee's Provident Fund Organization (E.P.F.O).	Scanned copy of Employees Provident Fund Organization (E.P.F.O) Registration Certificate.
(iv)	Should have registered with Employees State Insurance Corporation (E.S.I.C).	Scanned copy of Employees State Insurance Corporation (ESIC) Registration Certificate.

(v)	<p>Should have experience in providing Job Contract or similar nature of work during the last seven years ending on 31-12-2021 for <b>any one</b> of the following quantum of <b>completed work(s)</b>:-</p> <p>One order - 80% of estimated cost, i.e. not less than Rs.47.67 lakhs.</p> <p style="text-align: center;"><b>OR</b></p> <p>Two orders - 50% of estimated cost, i.e. not less than Rs.29.79 lakhs each order.</p> <p style="text-align: center;"><b>OR</b></p> <p>Three orders-40% of estimated cost, not less than Rs.23.83lakhs each order.</p>	<p>Scanned copy of <b>Work Order / Work Contract Agreement along with its satisfactory completion certificate.</b></p> <p>The said satisfactory completion certificate should reflect either value of work, period of contract etc. <b>OR</b> related Work Order / Work Contract Agreement Ref. No. &amp; Date in support of the above.</p> <p><b>Note:-</b></p> <p>a. The above Work / Order should have been satisfactorily completed.</p> <p>b. Initial period of contract and extension thereof, if any, upto 31-12-2021 shall be considered as 'completed work' and reckoned for value of order.</p> <p>c. Firms showing work experience certificate from Non-Government / Non-PSU Organizations should submit copy of Tax Deduction at Source (TDS) certificate in support of their claim for having experience of stipulated value of work.</p> <p>31-12-2021 shall be considered as 'completed work' and reckoned for value of order.</p> <p>c. Firms showing work experience certificate from Non-Government / Non-PSU Organizations should submit copy of Tax Deduction at Source (TDS) certificate in support of their claim for having experience of stipulated value of work.</p>
(vi)	<p>Should have annualized average financial turnover of Rs.17.87lakhs (30% of the annual estimated cost) during last three financial years ending on <b>March-2022.</b></p>	<p>Scanned copy of Balance Sheets along with Profit &amp; Loss Accounts Statement for the Financial Year - 2018-19, 2019-20 &amp; 2020-21.</p>

#### 1.4 **Financial Bid (Online)**

All rates shall be quoted in the format provided and no other format is acceptable. The Financial Bid has been given as a standard **BOQ format** with the tender document and the same is to be downloaded and filled by all the bidders.

Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes

and other details (such as name of the bidder). No other cells should be changed.

Once the details have been completed, the bidder should save it and submit it online, without changing the file name.

## 1.5 **BIDS OPENING PROCESS**

The bid opening process is described below:-

### 1.5.1 **Pre-Qualification / Technical Bid:**

The Pre-Qualification / Technical Bid shall be opened as per Tender Schedule. If any clarification is needed about the deficiency in the uploaded documents, the same shall be asked to be provided through shortfall document folder in e-tendering portal. The Bidder shall upload the requisite clarifications / documents within date & time specified by the Bid Manager, failing which tender will be liable for rejection.

### 1.5.2 **Financial Bid:** Those bidders who are found meeting all the requirements of Pre-Qualification / Technical Bid only shall be opened.

Bidders may please note that the 'Price Schedule' is attached in the portal. The same (BOQ) file shall be downloaded and be filled in the editable (unprotected – colored) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, Name of the bidder etc. No other cells (protected-uncolored) should be changed. Once the details are completed, the bidder should save and submit it online, without changing the filename. **If the BOQ file is found to be modified/altered in protected un-colored cells by the bidder, the respective bid will be rejected and EMD will be forfeited.**

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

1.7 The firm / bidder who are blacklisted / debarred by the CBI / CVC / BCAS / AAI or any other Department of Govt. of India or State Government shall not participate in the tender. A declaration to that effect shall be submitted by the parties as per prescribed form (**Annexure-A**).

1.8 AAI reserves the right to disallow the issue of tender documents to working agencies whose performance at ongoing project(s) is below par and usually poor and has been issued letter of restrain / Temporary / Permanent debar by any Department of AAI, AAI reserves the right to verify the credentials 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 incorrect / false or have some discrepancy which disqualifies the firm, then AAI shall take the following action:

1.8.1 Forfeit the entire amount of E.M.D submitted by the firm.

1.8.2 The agency shall be liable for debarment for 3 (three) years from tendering in AAI, apart from any other appropriate contractual / legal action.

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

\* \* \*

## **SECTION: II**

### **E-TENDERING GUIDELINES TO BIDDERS**

#### **2.0 Requirement of E-Tendering Participation**

Tenderers are advised to get themselves acquainted for e-tendering participation requirements at "Guidelines for Bidders" and go through the 'Self Help files' available in the Home Page after logging-in to the portal <https://etenders.gov.in>. Vendors are required to carry out the following activities:

#### **2.1 Registration**

Registration shall be on CPP e-Procurement Portal, free of cost, at <https://etenders.gov.in>.

#### **2.2 Login ID:**

Bidder shall click '**Apply for Access Authentication**' and fill in the required details as reflected on screen. After saving the details, a password for the registered bidder will be generated by the system and the password will be sent to the **e-mail id** provided by the bidder during registration. On receipt of email, the login id is ready with the bidder to proceed further.

#### **2.3 General guidelines for bidders:**

Guidelines to proceed further in the tender process are available in the CPP e-Procurement portal under Self Help Files Tab. Bidders are advised to go through these guidelines before submitting their bids, on-line.

#### **2.4 Digital Certificate:**

Bidder shall have a legally valid class III Digital Certificate as per Indian IT Act, 2000, from the licensed Certifying Authorities, operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (Please visit : [www.cca.gov.in](http://www.cca.gov.in)). Licensed CA's in India are:

- a) Safes crypt b) NIC c). IDRBT d) TCS
- e) MtnITrustline f) GNFC g) e-MudhraCA

#### **2.5. Online Tendering:**

For all AAI tenders hosted on CPP e-Procurement portal, the Cover-I, II shall be submitted on-line only.

Upload the tender in multiple files (by breaking the same into multiples files), each file should not be of more than 10 MB.

#### **2.6 On-line training & technical assistance for interested bidders shall be available as follows:**

2.7 **Bidder's training support system:**

Detailed information in this regard, have been provided to the bidders at CPP e-Procurement Portal i.e. <https://etenders.gov.in> under the Self Help Tab. However, training support system is given inside the portal and **is visible to the registered bidders only.**

2.8 **Help Desk Services:**

**CPPP under GePNIC, Help Desk Services**

- (a) For any technical related queries please call the Help desk. The 24x7 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 Contract details. For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

**Tel :**           **0120-4200462, 0120-4001002**  
**Mobile :**       **91 8826246593**  
**E-Mail :**       [support-eproc@nic.in](mailto:support-eproc@nic.in)

- (b) For any Policy related matter / Clarifications Please contact Dept. of Expenditure, Ministry of Finance.

**E-Mail :**       [cPPP-doe@nic.in](mailto:cPPP-doe@nic.in)

- (c) For any Issues / Clarifications relating to the publishing and submission of AAI tender(s):

(i) In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help Desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted(Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).

(ii) Before submitting queries, bidders are requested to follow the instructions given in "**Guidelines to Bidders**" and get their computer system configured according to the recommended settings as specified in the portal at "**System Settings for CPPP**".

(d) In case of any issues faced, the escalation matrix is as mentioned below:

Sl. No.	Support Persons	Escalation Matrix	E-MailAddress	Contact Numbers	Timings*
1.	HelpDesk Team	InstantSupport	<a href="mailto:e-sap1@aai.aero">e-sap1@aai.aero</a>	011-24632950, Ext-3512	0800-2000Hrs. (MON –SAT)
2.	Mr.Sanjeev Kumar Jr.Exe.(IT)	After4 HoursofIssue	<a href="mailto:etendersupport@aai.aero">etendersupport@aai.aero</a>	011-24632950, Ext-3505	0930-1730Hrs. (MON-FRI)
3.	Mrs. S. Nita Sr.Mgr.(IT)	After12 Hours	<a href="mailto:snita@aai.aero">snita@aai.aero</a>	011-24632950, Ext-3523	0930-1730Hrs. (MON-FRI)
4.	Mr.Y.K. Kaushik Jt. General Manager(IT)	After24 Hours	<a href="mailto:ykkaushik@aai.aero">ykkaushik@aai.aero</a>	011-24651507	0930-1730Hrs. (MON-FRI)
5.	GeneralManager(IT)	After03 Days	<a href="mailto:gmitchg@aai.aero">gmitchg@aai.aero</a>	011-24657900	0930-1730Hrs. (MON-FRI)
6.	Manager (ATC)	After 03 Days	<a href="mailto:vijay2@aai.aero">vijay2@aai.aero</a>	9928015118	0930-1800Hrs. (MON-FRI)

\* The Help desk services shall remain closed on all Govt. Gazetted Holidays.

(e) The above-mentioned helpdesk numbers are intended only for queries related to the issues on CPP e-Procurement portal and help needed on the operation of the portal. **For queries related to the tenders published in the portal, bidders are advised to contact concerned Bid Manager of AAI.**

\* \* \*

### **SECTION-III** **DEFINITIONS**

- 3.0 "AAI" means the "Airports Authority of India".
- 3.1 The Chairman means the "Chairman", Airports Authority of India or his successors.
- 3.2 "Bidder / Tenderer" means the individual or firm who participates in this tender and submit their bid.
- 3.3 "Bid Manager" means the AAI executive responsible for signing all documents from AAI side and shall coordinate all the activities of the project with the bidder / contractor.
- 3.4 "The Contractor" means the person/firm or company with whom the order for the stores is placed and shall be deemed to include the contractor's successors (approved by the purchaser) representative's executors and administrators as the case may be unless executed by the terms and the contract.
- 3.5 "Acceptance of Tender" means the letter of memorandum communicating to the contractor regarding acceptance of his tender. This includes an advance acceptance of his tender.
- 3.6 "The Purchaser" means the "chairman, Airports Authority of India, New Delhi – 110003 or his representative.
- 3.7 Stores to be supplied at: - As per name of consignee mentioned in tender document/supply order.
- 3.8 "The Inspecting Officer" means the persons, firm or department authorized by the purchaser to inspect the stores on his behalf. This includes representatives of the inspecting officers so nominated.
- 3.9 "Specifications" means a specification accepted or approved by the purchaser for the compliance by the contractor.
- 3.10 "Day" means a day starting from 0000 hrs. to 2400 hrs.
- 3.11 "Month" means a calendar month or a cycle month depending on the date of commencement of the contract. For all pro-rate calculation, the number of days considered in a month will be 30.
- 3.12 "The Award Letter / Work Order" means the order placed on contractor / firm for supply of Grass Cutting Machines.
- 3.13 "The Contract" means the agreement signed between the AAI and the Contractor as per the terms and conditions contained in the tender.
- 3.14 "The Contract Price" means the price payable to the Contractor under the Purchase Order for the full and proper performance of its contractual obligations.
- 3.15 "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 incomplete bids or intentional errors have been committed in the Bid.

\* \* \*

## **SECTION: IV**

### **INSTRUCTIONS TO BIDDERS**

#### **4.0 Tender document:**

4.1 The tender document consists of six sections. The bidder shall go through all these sections:

<b>Section – I</b>	<b>:</b>	<b>Notice Inviting e-Tender.</b>
<b>Section – II</b>	<b>:</b>	<b>E-Tendering Guidelines Bidders</b>
<b>Section – III</b>	<b>:</b>	<b>Definitions.</b>
<b>Section – IV</b>	<b>:</b>	<b>Instructions to Tenderers.</b>
<b>Section – V</b>	<b>:</b>	<b>General Conditions of Contract.</b>
<b>Section – VI</b>	<b>:</b>	<b>Special Terms &amp; Conditions of Contract.</b>

Bidders shall comply with each clause of all the above six sections.

4.1.1 Bidders willing to participate may download the digitally signed tender document on-line from CPP e-Procurement portal at <https://etenders.gov.in> and submit digitally counter-signed tender document online at the same portal.

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

4.1.3. Bidder shall upload tender in CPPP E-Portal well in advance i.e. 24 hrs before scheduled closing time of bid submission to avoid last minute hassles. **AAI shall not entertain any queries on such subject after last date of downloading tender document.**

4.2 **Transfer of Tender document:** Tender documents are not transferable.

4.3 **Amendment to Tender document:**

At any time, prior to scheduled date of submission of bids, AAI, if it deems appropriate to revise any part of this tender or to issue additional data to clarify and interpretation of provisions of this tender, it may issue addendum / corrigendum to this tender. Any such addendum / corrigendum shall be deemed to be incorporated by this reference to this tender and binding on the bidders. Addendum /corrigendum will be notified through CPP e-Procurement portal at <https://etenders.gov.in>.

4.4 **Clarifications of Bid Documents:**

Bidder, requiring any clarification of the tender documents may submit their queries, if any, only through provision of CPP e-Procurement Portal at <https://etenders.gov.in> and AAI shall not respond to any queries sent though by any other means.

4.4.1 Request for clarifications received from bidders shall be responded by AAI till the schedule date and time indicated in the Tender Schedule or as extended thereto by AAI.

4.4.2 Replies to Clarifications by AAI will be uploaded through CPP e-Procurement Portal. The bidders are advised to visit the same at <https://etenders.gov.in> regularly.

4.4.3 Clarifications and other documents, if and when issued by AAI, shall be in relation to the tender and hence shall be treated as their extension.

4.4.4 AAI makes no representation or guarantee as to the completeness or accuracy of any response, nor does AAI undertake to answer all the queries that have been posted by the Bidders.

4.4.5 In order to provide reasonable time to bidders to take the amendments made by AAI into account for preparing their bids, AAI may, at its discretion, extend the deadline for the submission of bids suitably.

4.5 AAI shall summarily reject a bid as non-responsive if found valid for a shorter period than specified in the Tender documents. Only in exceptional circumstances, AAI may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing.

4.6 **Post Tender Qualification for Technical Evaluation:**

Apart from the eligibility conditions as specified in the tender, the following shall also be considered for the evaluation:

4.6.1 **If any document submitted in Cover-I is found to be false or fabricated, the EMD shall be forfeited, besides blacklisting of the bidder.**

4.6.2 Airports Authority of India reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder.

4.7 **Composition of Bids and General Guidelines for bid process:**

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

4.7.2 Bidders shall submit the tender before the deadline as specified in the Tender Schedule of this tender document. **e-tender CPP Portal shall not allow bidders to submit their tender after the scheduled date & time.**

4.7.3 The Cover-I, II will be opened online by AAI at the time and date as given in the Tender schedule. All the statements, documents, certificates etc., uploaded by the bidders shall be downloaded and verified for evaluation.

4.7.4 The clarifications, particulars, if any, required from the bidders, will be obtained through query provision available in CPPe-Procurement portal.

4.8 **Online E-Tendering General Guidelines:**

4.8.1 System shall not permit upload of bids after the scheduled time of submission.

4.8.2 The bidder may correct, modify or withdraw his bid after submission but prior to scheduled last date & time of submission.

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

4.8.4 Bidders may submit their response to AAI queries through provision of CPP e-procurement Portal Only.

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

4.9 **Preparation / Submission of Bids:**

Bids shall be prepared and submitted in two parts: the first and the second part shall comprise of the Technical Bid (Cover-I) and the Financial Bid (Cover-II) specifying the price offer respectively and the relevant documents, as specified in Section-I, be uploaded in CPP e-procurement portal.

4.10 **Language and Currency:**

The bidder shall quote the rates in English language and in international numerals. The rates shall be in whole numbers. The rates shall be written in both figures as well as in words. Over writing is not permitted. In case of disparity in figures & words, the rate in words will be considered. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract will be English. The bidders should quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.

4.11 It shall be clearly understood and noted that Financial Bid of the tender document is for pricing alone. No condition, whatsoever, shall be stipulated in this part.

4.12 Tenders, 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 Bid and are liable to be rejected. If the bidder gives wrong information in his/her tender, **AAI reserves the right to reject such tender at any stage or to cancel the Contract, if awarded and forfeit the Earnest Money Deposit/ Security Deposit.**

4.13 AAI reserves the right to reject any or all tenders without assigning any reason. The Financial bids of the bidders who do not qualify in Technical

bid evaluation shall not be opened. AAI also reserves the right at its sole discretion not to award any order for which the tender is called. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it. The documentation submitted by tenderers shall not be returned.

- 4.14 AAI shall evaluate the Bids to determine whether they are complete, the documents have been properly signed and the bids are in order.
- 4.15 AAI will determine the substantial responsiveness of each bid to the Bid documents. For the purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. AAI's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non-responsive will be rejected by AAI.
- 4.16 No correspondences / representations shall be entertained from the bidders after opening of Financial Bid of the Tender during the tendering process.
- 4.17 Date of submission and opening of tender can be extended at the sole discretion of the Competent Authority.
- 4.18 **Award of Contract:**
- 4.18.1 The acceptance of the tender shall be intimated to the successful bidder by AAI through Fax / Letter/ Telephone / e-mail etc.
- 4.18.2 AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.

\* \* \*

**SECTION: V**  
**GENERAL CONDITIONS OF CONTRACT**

5.0 The e-Tenders as per the prescribed Form, are invited in open tender two cover system:

**(i) Cover-I : Technical Bid**  
**(ii) Cover-II : Financial Bid**

5.1 Not more than one Tender shall be submitted by a bidder. Not more than one concern in which an individual is interested as Proprietor and / or partner shall tender for the execution of the same work. If they do so, all such Tenders shall be liable to be rejected.

5.2 Consortium / JV companies shall not be permitted. No single firm shall be permitted to submit two separate tender application.

5.3 The right to accept the tender in full or in part / parts will rest with AAI. The Tenderer is bound to perform the contract at his quoted rates. 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 or cancel the tender without assigning any reason thereof. No claim whatsoever will be entertained on this account.

5.4 The Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done and of conditions and local conditions and other factors bearing on the execution of the nature of specified job.

5.5 Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the bidders who resort to canvassing is liable to be rejected.

5.6 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 AAI.

5.7 Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority. The contract will normally be awarded to the technically qualified and responsive Bidder offering the lowest evaluated bid in technically are commonly conformity with the requirements of the specifications and contract documents. The Accepting Authority shall be the sole judge in this regard.

5.8 A responsive bidder is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents without any major modifications.

5.9 A major modification is one which affects in any way, the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the Bidder or any right of AAI as required in the specifications and contract documents. Any modification in the terms

and conditions of the tender, which are not acceptable to AAI, shall also be treated as a major modification.

- 5.10 Bidder shall submit a responsive bid, failing which his/her tender will be liable to be rejected.
- 5.11 All rates shall be quoted in Financial Bid only. Conditional Financial Bid shall be rejected.
- 5.12 The bidders shall quote their rates in international numerals. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided under this contract will be English. The bidders should quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.
- 5.13 The bidder shall duly attest all corrections, cancellation and insertions.
- 5.14 The Bidder's offers shall be with reference to section and clause numbers given in the tender schedules.
- 5.15 All the tenders in which, any of the prescribed conditions are not fulfilled / incomplete in any respect are liable to be rejected.
- 5.16 The Bidder shall not be permitted to tender for works in AAI, in which his near relative is posted as officer who is responsible for award and execution of contracts. 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 AAI. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Authority.

**Note:-** The term 'near relative' means wife, husband and parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunty and cousin and their corresponding in laws.

- 5.17 The bidders shall furnish a declaration that none of their near relatives is posted in AAI as officer responsible for award and execution of this particular tender/work as per Annexure-A.
- 5.18 No Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of Government of India or AAI is allowed to work as contractor or his representative, for a period of two years of his retirement from the Government / AAI Service, without the prior permission of the Government of India/AAI. The contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of the Government of India / AAI as aforesaid before submission of the tender or engagement in the contractor's service.
- 5.19 Tenders shall be received by the Accepting Authority upto the date and time and shall be opened on the due date and time as detailed in the Notice inviting Tender.

\* \* \*

**SECTION: VI**  
**SPECIAL CONDITIONS OF CONTRACT**

**NAME OF WORK:**

Job contract for chasing and Scaring Birds in operational area at MBB Airport, Agartala 2022 - 22 (including crackers).

**6.0 SCOPE OF WORK**

- (i) Birds Chasing by bursting of Crackers
- (ii) Collection of FODs from Operational area
- (iii) Wildlife Control by surveillance in Operational Area
- (iv) Removal of dead birds/animals from Operational Area, disposal of polythene/stray kites/pebble, from Operational Area.

6.1 Co-ordination with all departments of AAI and any other agency/firm in operational area of MBB Airport, Agartala as per requirement and also not to damage any AAI property.

6.2 The working hours shall be in two shifts. (Morning & Afternoon) or as decided by Jt. GM(ATM).

6.3 The agency shall provide necessary services by deploying their regular employees under their supervision, subject to inspection by AAI authorized Officer. The agency has to submit duty roster of the manpower on monthly basis as per the direction of Jt. GM(ATM).

6.2 The contractor shall adhere to the instructions of CISF / AAI or its authorized personnel.

6.3 The work on day-to-day basis shall be supervised/monitored by officials of AAI or its authorized personnel so as to ensure safe aircraft operations.

6.4 The contractor shall carry out the work strictly as per the scope of work, failing which AAI shall be empowered to carry out such works (after serving notices in this regard) through any other agency at the risk & cost of the contractor. The decision of Work-in-charge shall be final and binding on the contractor in this regard.

**6.5 PENALTY CLAUSE**

6.5.1 Any missing / damaged fittings, fixtures, machines or AAI property will be charged to the contractor on actual.

**6.6 VALIDITY OF TENDER**

The Tender for the work shall remain open for acceptance for a period of Ninety (90) days from the date of opening of Pre-qualification / Technical Bid.

6.7 **EARNEST MONEY DEPOSIT(E.M.D)**

- 6.7.1 The amount of Earnest Money Deposit (EMD) of **Rs. 1,19,170/- (Rupees One Lakh Nineteen Thousand One Hundred and Seventyonly)** shall be paid by the bidder before the scheduled time of e-tender submission **through payment gateway of NIC CPP Portal only**. No other mode of payment shall be acceptable.
- 6.7.2 EMD of bidders who fails to qualify in the Pre-Qualification / Technical Bid shall be refunded immediately. For all bidders, whose financial bids are opened, the refund of EMD (except for L-1 bidder) shall be processed within 7 days of opening of financial bid. No interest or any other expenses, whatsoever, will be payable by AAI on the EMD. On acceptance of the tender, EMD of successful bidder will be treated as part of the Security Deposit. The EMD will be forfeited under the following conditions:  
-
- 6.7.3 If any bidder withdraws his Tender before the validity period of Tender or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then the AAI shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD absolutely.
- 6.7.4 The EMD will be forfeited if the contractor fails to comply with any terms and condition of this tender documents without prejudice to other right of AAI under this contract.
- 6.7.5 The EMD shall be forfeited if the bidder fails to furnish the Security Deposit by due date.
- 6.7.6 Any bidder who does not accept the offer after its award in their favour would result into forfeiture of their EMD and action will be taken to debar the bidder from future participation in Tender for a period of 3 (three) years.
- 6.7.7 If the credential submitted by the firm is found to be incorrect or have some discrepancy which disqualifies the firm, then the EMD submitted by the Firm will be forfeited and the firm will be debarred from tendering for a period of 3 (three) years apart from any other appropriate / legal action.

6.8 **SECURITY DEPOSIT (S.D.)**

- 6.8.1 The contractor, whose tender is accepted, will be required to furnish a Security Deposit for the due fulfillment of this contract, which will amount to a sum equal to @10% of total cost (quoted) for three years, within 30 days from the date of issue of work order.
- 6.8.2 After termination / expiry of the contract, the Security Deposit held by the AAI will be released to the contractor within a period of three months subject to realization of dues, if any, to be made from the contractor.
- 6.8.3 AAI shall have unqualified option to forfeit the S.D if the contractor failed to carry out the services as per the terms and condition of the contract without prejudice to other rights and remedies available to AAI. Any sum of outstanding dues against the Contractor including any amount on

acceptance and liquidated damages shall be recovered from the S.D. AAI shall also have the rights to forfeit or appropriate towards the damages or losses that may be sustained by AAI due to any act / commission or defaults by the Contractor.

#### 6.9 **PERIOD OF CONTRACT**

The contract shall be valid for an initial period of 03 (three) years and further extendable by 06 (six) more months on the same terms & conditions, subject to satisfactory performance of the contractor and mutual consent.

The date of commencement of contract shall be intimated later on in the Work Order.

The contract shall not form any base or any ground for any consideration / claim either from the Contractor or his Employees for seeking regular employment/compensation whatsoever in AAI.

#### 6.10 **QUOTING OF RATES IN BOQ (FINANCIAL BID)**

The Rates quoted shall be:

##### **Inclusive of: -**

- i. Current Minimum Wages, as stipulated by the State / Central Govt. whichever is higher.
- ii. Cost of Uniform (02 sets of Navy-Blue pants and Light Sky color shirts each) including safety shoes/gum boots (12 pairs), Raincoats (12 nos.), 6 powerful rechargeable torches & umbrellas (12 nos.).
- iii. Profit and Overheads.
- iv. Labour Cess 1 %
- v. Charges towards making Airport Entry Pass, Police Verification Certificate, BCAS charges if any etc. (excluding GST, employer contribution towards EPF &ESI, Bonus & Crackers) for the contract period.
- vi. Extra payment to all workers for working on 03 national holidays.

##### **Exclusive of: -**

- i. GST
- ii. EPF
- iii. ESI
- iv. Bonus
- v. Crackers

#### 6.11 **REIMBURSEMENT**

6.11.1 GST, EPF, ESI, Bonuses & Crackers shall be reimbursed by AAI upon production of documents.

6.11.2 Minimum wages shall be paid to the Birdchasers & Supervisors as per category by the contractor as stipulated by State / Central Govt., whichever is higher based on prevailing minimum wages during the relevant period of contract.

6.11.3 On revision of minimum wages by the Office of Regional Labour Commissioner of State / Central, the difference in minimum wages based on the actual payment made to birdchasers plus difference of mandatory contribution by contractor towards EPF / ESI due to increase in minimum wages will be reimbursed to the contractor.

The contractor has to submit the proof for payment of wages to the workers to AAI for reimbursement of differential amount in wages, EPF, ESI, Labour Day, National Holidays, Bonus & Crackers. However, no additional amount such as contractor's premium/profit will be paid on this reimbursement. Any increase as mentioned above will not be payable if such increase has become operative after completion of the work.

#### 6.12 **BID EVALUATION**

The evaluation criteria / comparison of rates for identifying the successful bidder shall be based on the lowest rates (i.e., Basic Rate – exclusive of GST, EPF & ESI, Bonus and Crackers) item-rate, quoted in the BOQ-Financial Bid.

#### 6.13 **GOODS & SERVICES TAX (GST)**

6.13.1 The service covered by this contract falls under the scope of GST and the Contractor shall be fully responsible for meeting all the statutory obligations in respect of GST.

6.13.2 The copy of GST Certificate should be submitted before submission of first invoice or monthly bill. The GSTIN of AAI and the Bidder must be mentioned on each invoice / hire bill.

6.13.3 No claim on account of penalties, interest etc. if any, levied by statutory authorities on account of non-compliance to provision of GST shall be entertained.

6.13.4 Goods & Services Tax, as applicable, will be paid extra by AAI. During the currency of the contract period, any change in the GST rate notified by the Govt. of India from time to time shall be applicable.

#### 6.14 **TAXES & OTHER CHARGES**

Income Tax or any other taxes as applicable from time to time shall be deducted as per provisions of the Act from the Bill of Contractor and shall issue requisite TDS certificate.

## 6.15 **ACCIDENT / DAMAGES / CLAIMS**

6.15.1 AAI shall not be responsible for any injury, accident, mis-happening of any kind to the workers while performing their duties. It shall be responsibility of the contractor to meet all such expenses, as per provisions of law. The contractor shall indemnify AAI against any such claim / compensation.

6.15.2 The contractor shall be responsible for the acts and / or accidents committed by the person employed by him either inside or outside operational area of Airport.

6.15.3 In the event of any dispute, the decision of AAI shall be final and binding on the contractor.

## 6.16 **WORKMAN'S INSURANCE**

6.16.1 AAI will not be responsible for any injury sustained by contractor's workers during the performance of their duties and also any damages or compensation due to any dispute between him/her and his/her workers.

6.16.2 Without prejudice to the contractors liabilities and indemnity clause and associated clauses of the SCC, the contractor shall at his own cost and initiative at all times up to the successful completion of the contract to take out and maintain insurance cover from Nationalized / IRDA approved Insurance Company under the workman's compensation Act and any other industrial legislation from time to time applicable in the State of Tripura and /or at AAI providing for payment of compensation to workman in the event of death, injury or accident to workmen in the course of or in connection with employment such policy (i.e.) in respect of workmen compensation insurance to be of value of not less than Rupees One lakh per person, it being understood that such limit is specified only for the purpose of insurance, and shall not otherwise in any manner limit the contractor liability and associated clauses there under of the SCC.

## 6.17 **PAYMENT**

6.17.1 No advance payment shall be paid to the contractor. However, the Contractor shall submit his / her monthly hire bills in duplicate along with Trip Sheets duly filled-in and signed by the User or authorized representative for necessary payment.

6.17.2 AAI shall make payment after receiving of bills in order by electronic payment – R.T.G.S.

6.17.3 In the event of any dispute on this account, the decision of AAI shall be final and binding on the Contractor.

## 6.18 **LABOUR WAGES**

6.18.1 The Contractor has to pay the prevailing minimum wages issued by the office of Regional Labour Commissioner/ Chief Labour Commissioner (whichever is higher), from time to time. However, the difference in minimum wages based on actual payment made to the labour and wages applicable at the time of submission of tender will be reimbursed including

difference in EPF and ESI payment to the contractor on revision of minimum wages and no additional amounts such as Contractors Overhead and Profit will be paid on this account. In this regard the successful bidder shall submit an affidavit on non-judicial stamp paper of Rs. 100/- before award of the work.

6.18.2 For the purpose of admitting the claim for reimbursement of statutory increase in wages paid by him, the contractor has to produce the required documentary evidence to the satisfaction of Airport Director.

6.18.3 The contractor shall pay the wages to their workmen on or before 7<sup>th</sup> of every month on any working day through Bank (RTGS/ NEFT) failing which a penalty of Rs. 50/- per workmen per day will be recovered from running bill whether 8<sup>th</sup> day onwards is Holiday. The authority shall be strict about the penalty matter and no excuse shall be further entertained. **If any violation with respect to payment of wages in contract period, necessary action for cancellation of contract, debarring of the agency for participating in future contracts in AAI shall be initiated. The agency will not be allowed to participate in any of the tendering process in AAI till finalization of the decision.**

6.18.4 **Uniform:-**

The contractor/ agency has to provide Uniform 02 sets of Navy-Blue pants and Light Sky color shirts each) including safety shoes/gum boots (12 pair), raincoats (12 nos.) of approved colour & 06 nos. of powerful rechargeable torches & 12 nos. of umbrellas to his staff during the contract period. These items must be provided **by the contractor within 01 month from the date of award** of this contract failing which, AAI will have the right to recover @**Rs. 200/- per person per week** from the contractor from his running/ Final Bill till the compliance of the same.

6.19 **CONTRACTORS OBLIGATIONS & LIABILITIES:**

6.19.1 The contractor shall on award of the contract, furnish the list containing names and addresses of his workers along with Police Verification Report of each worker, so as to enable the AAI to check the character and antecedents and to provide temporary Permits to work within the restricted Ops. area(s). The contractor shall get AAI's approval for engagement of workers.

6.19.2 The contractor has to arrange / co-ordinate for issuing necessary Airport Entry Pass (AEP) for his workers as per prevailing BCAS / AAI rules. The necessary fee required for issuance of AEP etc. as per prevailing BCAS / AAI rules has to be borne by the contractor.

6.19.3 The contractor shall at his own cost maintain sufficient number of workers for smooth operation.

6.18.4 It shall be the sole liability of the contractor to obtain and to abide by all necessary licenses/permission from the authorities concerned as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act 1970 in respect of Contract of AAI.

6.18.5 The Contractor shall submit a list of his workers who will be deployed along with their Bank Account No. / e-payment details for disbursement of salary by the contractor and any other relevant details as per requirement of this contract. The EPF & ESI Account No. of the workers deployed by the contractor for this contract shall also be submitted within one month from the date of award of the contract.

6.18.6 The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation & Abolition) Act, 1970 the Inter-State Migrant workmen (Regulation of employment & conditions of Service) Act, 1979, the Minimum Wages Act, 1948, the Child Labour (Prohibition and Regulation) Act 1986, the Payment of Wages Act, 1936 the Workmen's Compensation Act, 1923, Employees Liability Act 1938 and other relevant Act, Rules and Regulations, instructions etc. issued / enforced from time to time.

6.18.7 The contractor has to produce the photocopy (self-attested) of the Challan of the EPF & ESI paid to the concerned Regulatory Bodies, Statement of minimum wages paid through cheque or e-payment details thereof, for each month to their workers at the time of submission of bills. No payment shall be made to the firm without submission of these documents for verification.

6.18.8 The contractor shall be solely responsible for the payment of Wages, OT, Bonus, N/H and Labour Day and other dues to the personnel deployed by him latest by 7<sup>th</sup> of the subsequent month through Bank Account. The contractor shall be directly responsible and indemnify the Authority against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him for the Contract.

6.18.9 The Contractor shall defend, indemnify and hold harmless from any liability of penalty which may be imposed by the central, state or local authorities by reason of any violation by the contractor or such laws, regulation or requirements and also from all claims, suits or proceedings that may be brought against the AAI arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of contractor, by third parties or by central, authority or any political subdivision thereof. The contractor shall comply with the provisions of labour laws, Employees Provident Fund & Misc. Provisions Act and ESI Act as applicable during the entire period of contract including extension if any.

6.18.10 The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

#### 6.19 **DEFAULTS & RECOVERIES**

6.19.1 The contractor has to deposit PF & ESI as mentioned in above Para's to their Operators regularly, failing which recovery / withheld @ 27 % & 9.5 % against PF & ESI respectively from their R/A Bills shall be made.

6.19.2 The contractor is required to pay bonus @ 8.33% of actual wages (Basic plus VDA) per year per person to the workers, failing which recovery/withheld @ 17% against bonus shall be made from their R/A Bill.

6.19.3 **The contractor is required to provide crackers per month to the office after consultation with Officer-In-Charge, failing which recovery/withheld of 20% against crackers shall be made from their R/A Bill.**

6.20 The disputes or differences whatsoever arising between the parties out of or relating to the operation or effect of this contract of breach thereof shall be settled through:

(a) **Dispute Resolution Committee:**

If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the work or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the Authority; the matter in dispute shall in the 1st place, be referred to the Dispute Resolution Committee (DRC) appointed by the Airport Director, AAI, MBB Airport, Agartala-799009. DRC thus, constituted may act as "conciliator" and will be guided by principles of "conciliation" as included in part III of Arbitration and Conciliation Act 1996. DRC should take into consideration, rights and obligations of parties, usage to trade concern and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn out and signed by the parties. DRC will authenticate the settlement Agreement and furnish a copy to each party. DRC will give its' report within 45 days of its constitution.

(b) **Adjudication through Arbitration:**

Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairman / Member of AAI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of contract that if the contractor does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One hundred Twenty) days of receiving the decision / award from Dispute Resolution Committee, the claim of contractor(s) will be deemed to have been waived and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims. It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such disputes along with the notice for appointment of arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee. It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for

any reason that is not possible, the matter shall not be referred to arbitration at all. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, If required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

#### 6.21 **FORCE MAJEURE**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, earth quake, explosions, epidemics, quarantine restrictions, bandh , strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of AAI as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option to terminate the contract.

#### 6.22 **TERMINATION OF CONTRACT**

6.22.1 If the AAI considers that the quality or efficiency of the work performed by the contractor is unsatisfactory or not upto the accepted standard, the AAI shall notify the contractor in writing and specify in detail the cause of such dissatisfaction. The AAI shall have the option to terminate the contract by giving 30 days' notice in writing to the contractor, if contractor fails to comply with the requisitions contained in the said written notice issued by the AAI.

6.22.2 AAI may also give written notice and without compensation to the contractor to terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

6.22.3 The contract can be terminated by issuing 30 days' notice in writing at any time by either of the party without assigning any reason and the contractor shall not cease to render the service facility until the AAI makes alternate arrangements thereof and informed the contractor accordingly. The extended period after expiry of the notice period will not, however, be more than 30 days in any case.

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

6.22.5 If at any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, AAI reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the AAI whatsoever.

6.22.6 The agreement shall be deemed to have been terminated on the expiry of the contract period unless AAI has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

#### 6.23 **SUBLETTING OF CONTRACT**

The work shall not be Sublette / assigned directly or indirectly to other agencies without prior written consent of the Competent Authority of the AAI.

#### 6.24 **JURISDICTION**

The agreement including all matters with this contract, shall be governed by the Laws of India for the time being in force and shall be subjected to exclusive jurisdiction of the Agartala High Court, Tripura only.

#### 6.25 **CONTRACT AGREEMENT**

6.25.1 All Terms & Conditions of the tender, as mentioned in Section-I to VI and Work order placed on successful bidder or any other relevant letter, shall form the part of the agreement to be made with the AAI.

6.25.2 The contract agreement shall be executed on a non-judicial Tripura Stamp Paper of value Rs.100/- as per AAI format within one month from the date of award of work and cost of the same shall be borne by the Contractor.

\* \* \*

**(TO BE SUBMITTED IN COVER-I)****UNDERTAKING-CUM-DECLARATION****UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF TENDER,  
NON-PAYMENT OF BRIBE, NON-PARTICIPATION OF NEAR RELATIVES AND  
NON-BLACKLISTING / DEBARRING OF FIRM****Name of work:**

Job contract for chasing and Scaring Birds in operational area at MBB Airport, Agartala 2022-25 (including crackers).

**Tender Ref. No.:** AAI/AGT/ATM/BIRD CHASER/2022-25

1. I / we hereby certify that I / we have read the entire terms and conditions of the tender document which shall form part of the contract agreement and I /we shall abide by all the conditions / clauses contained therein.

I / We hereby unconditionally accept all the tender conditions of AAI's tender document in its entirety for the above works.

It is clarified that after unconditionally accepting all the tender conditions in its entirety, it is not permissible to put any remarks / conditions (except unconditional rebates on quoted rates if any) in the tender enclosed in Cover-I, &II and the same has been followed in the present case. In case any provisions of this tender are found violated after opening Cover-I, & II. 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 Deposit (EMD) absolutely.

2. 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 of AAI.
3. I / We do hereby declare and state that none of my/our near relatives is posted in AAI as officer responsible for award and execution of this particular tender/work and that no employee of AAI is a Director / Proprietor / Partner or holding any other post in my/our Firm/Company. I / We further undertake to intimate the names of persons, if any who are working with me / us in any capacity or are subsequently employed by me / us and who are near relatives to any officer in AAI.
4. I / We do hereby declare and state that our Firm / Company has not been blacklisted / debarred by CBI / CVC / AAI / BCAS or any other Department of Govt. Of India / State Govt. and have no outstanding dues payable to the AAI.
5. I / We do further declare and state that all the above information given by me/ us is true to the best of my/our knowledge and in case if it is found to be false / incorrect, AAI shall have the absolute right to take any action as deemed fit / without any prior intimation to me/us.

**Date:****Signature of Bidder / Authorized Signatory  
(with Company Seal)**

**SCHEDULE OF RATES***(DO NOT FILL UP THIS SECTION. IT IS FOR YOUR REFERENCE ONLY)*

Sl. No.	Description	Qty.	Unit	Basic Rs. In figure (Excluding GST)	GST amount in percentage (%)	Total amount
01.	Job contract for chasing and Scaring Birds in operational area at MBB Airport, Agartala 2022 -25 (including crackers)  <b>(a) Semi-skilled – 02 nos.</b> <b>(b) Unskilled – 10nos.</b>	12 nos.	Month	---	---	---