



DEPARTMENT OF OPERATIONS

NOTICE INVITING TENDER FOR

**“Annual Rate Contract for Supply of Fire
Rockets, Neem Extract Powder and Scarecrow
to Scare Away Birds and Animals in the
Operational Area at Tirupati Airport”.**

TIRUPATI AIRPORT

INDEX

Name of Work: Annual Rate Contract for Supply of Fire Rockets, Neem Extract Powder and Scarecrow to Scare Away Birds and Animals in the Operational Area at Tirupati Airport”

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Manager (Ops)
(Bid Manager)

AIRPORTS AUTHORITY OF INDIA
NOTICE INVITING e-TENDER

1. Item rate tenders are invited through the GeM portal (<https://gem.gov.in/>) by Manager (Ops), AAI, Tirupati Airport, Andhra Pradesh - 517520 on behalf of Chairman, AAI, from registered firms / Companies / specialized agencies / Contractors having experience, for the work of “**Annual Rate Contract for Supply of Fire Rockets, Neem Extract Powder and Scarecrow to Scare Away Birds and Animals in the Operational Area at Tirupati Airport**” at an estimated cost of ₹ 20,29,230/- (including GST) for a period of one year (01) subject to satisfactory performance.
2. The tendering process is online at GeM-portal (URL address: <https://gem.gov.in/>). Aspiring bidders may go through the tender document by logging into GeM Portal.

1	Name of Work	Annual Rate Contract for Supply of Fire Rockets, Neem Extract Powder and Scarecrow to Scare Away Birds and Animals in the Operational Area at Tirupati Airport
2	Publishing Date	23.04.2026 1700 hrs.
3	Period of Sale	21 Days
4	Clarification Start Date	23.04.2026 1700 hrs.
5	Date and Time of sale of tender through GeM portal	23.04.2026 1700 hrs.
6	Clarification End Date	26.04.2026 1700 hrs.
7	Last date and time for online submission of bids (Envelope I & II)	14.05.2026 1700 hrs.
8	Date and time of opening of Technical bid (Envelope I)	14.05.2026 1730 hrs.
9	Date and time of opening of Financial bid (Envelope II)	Will be intimated through Gem Portal
Earnest Money Deposit (EMD)		Rs. 60877/-

Earnest Money Deposit (EMD) of the Value of Rs. 60877/- to be paid online through NEFT / RTGS mode to AAI, Tirupati. Bank details for making online payment is given below:

Name	AIRPORTS AUTHORITY OF INDIA
Account Number	40531327377
IFSC Code	SBIN0006677
Bank	SETIPALLE BRANCH, TIRUPATI (06677)

The scanned copy of Transaction proof of EMD deposited in the form of NEFT/RTGS shall be uploaded on Gem Portal.

Note: Online payment of Earnest Money Deposit (EMD) shall be accepted and considered. Payment of EMD in the form of Cash/ Demand Draft or any other form (other than online) mode shall not be accepted. Also, no documents in physical form shall be entertained / accepted and those bids shall be summarily rejected.

Following 2 Envelopes shall be submitted through online at GeM-portal by the tenderer

Envelope-I:- (EMD, Technical Bid and Pre-qualification):

A. EMD:

EMD of Rs. 60877/- to be paid online. Exemptions to the NSIC/MSEs of MSME Registered bidders will be applicable as per the Government of India Rules & Regulations, subject to meeting the following conditions.

Copy of NSIC/MSEs of MSME registration document shall be uploaded on Gem Portal. Documents shall be submitted in place of EMD documents.

Refund of EMD:

The refund of EMD to bidders who does not qualify in the eligibility /technical criteria, shall be initiated within 7 days of their rejection. For all bidders who qualify and their financial bids are opened, the refund of EMD of all such bidders except L-1 shall be processed within 7 days of opening of the financial bid

B. Technical Bid containing the following: -

- (i) Registration of firm.
- (ii) Scanned copy of GST Registration.
- (iii) Scanned copy of Permanent Account Number (PAN).
- (iv) Scanned copy of Unconditional Acceptance of AAI's Tender Conditions on company letterhead. (Annexure-B)
- (v) Scanned copy of Undertaking regarding black listing / debarment on company letterhead. (Annexure-C).
- (vi) Proprietary firm shall submit scanned copy of Authorization Letter/Power of Attorney only if the tender is processed by a person other than proprietor.
- (vii) Proof of online payment of Earnest Money Deposit in the GeM portal.
- (viii) Balance Sheet and profit & loss statements for the last 03 financial year ending with FY 2024 -25 certified by CA with UDIN.
- (ix) Average Annual Turnover certificate for last 03 financial year ending with FY 2024-25 certified by CA with UDIN.
- (x) Checklist duly filled (Annexure -A)

C. Qualifying requirements of contractors/tenderers containing the following: -

The Bidder should have experience of similar works (definition of similar works as below) during the last seven years ending on 31.03.2026. The bidder has to submit the relevant **work experience certificates** to the tune of 03 works each of 40% of estimated value i.e., ₹ 8,11,692/- (or) 02 works each of 50% of the estimated value i.e. ₹ 10,14,615/-(or) 01 work of 80% value of the estimated value i.e. ₹ 16,23,384/-.

Similar works mean – “Supply of Fire Rockets/Neem Extract Powder/Scarecrow” at Airports, seaports, hotels, malls/Govt. Offices/Buildings and other buildings used by public etc.

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement / status of ongoing work (Work can be completed work/ Ongoing work and should have at least 1 year of work executed and should have been performed over the last 7 years). Firms showing work experience certificate from non-government / non- PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.

Should have annualized average financial turnover of ₹ 6,08,769/- against works executed during last three years ending 31.03.2025. As a proof, CA attested copy of Abridged Balance Sheet along with Profit and Loss Account Statement (CA certificate should bear UDIN) of the tenderer should be submitted along with the application. Tenderer showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

Scanned copy of all Documents of Envelope-I mentioned above shall be submitted on the GeM Portal on or before date & time mentioned in the portal. The tenderer, who has not submitted the Online transaction of EMD by the date & time mentioned in GeM Portal data sheet, then their tender will be liable to be rejected.

Envelope-II: -The Financial e-Bid through GEM portal

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

3. Bid Submission:

The tenderer shall submit their application only at GEM portal. Tenderer/Contractor are advised to follow the instruction provided in the tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents as per para. Hard copy of application shall not be entertained.

4. Not more than one tender shall be submitted by one tenderer or tenderers having business relationship. Under no circumstance will father and his son (s) or other close relations who have business relationship with one another [i.e. when one or more partner(s)/director(s) are common] be allowed tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. Tenderers who have downloaded the tender from Government e Market Place Portal (GeM) website <https://gem.gov.in/>, shall not tamper/modify the tender including the downloaded price bid template in any manner. In case, if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with AAI.

6. Bids Opening Process is as below: -

Envelope-I (EMD, Technical bid and pre-qualification):

Envelope-I containing documents shall be opened on date & time mentioned in the GeM portal. If bidder has any query related to the Bid Document of the work, they should use 'Seek Clarification' on GEM portal to seek clarifications. No other means of communication in this regard shall be entertained. If clarification is needed from the tenderer about the deficiency in his uploaded documents in Envelope-I, the same will be sought from the bidder through GEM portal. The tenderer shall upload the requisite clarification/documents within time specified by AAI, failing which it shall be presumed that

bidder does not have anything to submit and bid shall be evaluated accordingly.

Envelope-II (Financial Bid):

Envelope-II containing financial bid of the tenderers found to be meeting the technical criteria and qualifying requirements shall only be opened. (The date & time for opening of Envelope-II (Financial bid) is shall be intimated through GEM portal).

7. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.
8. AAI reserves the right to disallow the working agencies whose Performance at ongoing project(s) is below par and usually poor and has been issued letter of restrain/Temporary or Permanent debarment/blacklisting by any department of AAI or Central/State Govt. Depts./PSUs/World Bank/ADB etc. **AAI reserve the right to verify the credential submitted by the tenderer 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 tenderer then AAI shall take the following action:**
 - a. The tenderer shall be liable for debarment from tendering in AAI, including termination of the contract apart from any other appropriate contractual/ legal action.
 - b. Forfeit the entire amount of EMD submitted by the firm.
9. Concessions to Indian Micro & Small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom etc., to be given as per the provisions of Public Procurement Policy for MSEs order 2012 with up-to-date amendments shall be applicable. However, splitting of tender is not applicable.
10. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.

Manager (Ops)
(Bid Manager) Airports Authority of India,
Tirupati Airport, Tirupati.

CHECKLIST

(To be uploaded by applicants along with tender application in Envelope 'I')

NAME OF WORK: "Annual Rate Contract for Supply of Fire Rockets, Neem Extract Powder and Scarecrow to Scare Away Birds and Animals in the Operational Area at Tirupati Airport".

S.No	NIT Parameter	Particulars of firm/contractor
1.	Scanned copy of document containing Name and address of the firm/contractor.	Enclosed/Not Enclosed
2.	Scanned copy of Authorized Signatory document (Name, Designation & Contact No.)	Enclosed/Not Enclosed
3.	Scanned copy of Proof of payment of EMD through Payment Gateway on The GeM portal. (Payment of EMD is exempted for MSEs. Copy of MSE certificate should be submitted.)	Enclosed/Not Enclosed
4.	Scanned copy of Unconditional Acceptance Letter of AAI's Tender Conditions (Annexure-B)	Enclosed/Not Enclosed
5.	Scanned copy of Agency registered with Registrar of Companies/Firms/Central Govt./State Govt.	Enclosed/Not Enclosed
6.	Scanned copy of Self-attested copy of PAN of the firm.	Enclosed/Not Enclosed
7.	Scanned copy of Valid GST Registration Certificate	Enclosed/Not Enclosed
8.	Scanned copy of Undertaking regarding black listing / debarment on company letter head. (Annexure-C).	Enclosed/Not Enclosed
9.	Scanned copy of Power of Attorney/Authorization letter	Enclosed/Not Enclosed
10.	Scanned copy of Certificate from clients of having satisfactorily completed similar works. (Copy of Completion Certificate issued by Clients, Work Order, BOQ etc. to be uploaded) Three Work of Rs.8,11,692/- OR Two Work of Rs.10,14,615/- OR One Work of Rs.16,23,384/- in single contract of similar nature during last 7 years ending on 31.03.2026. (Documents enclosed herewith at appendix)
11.	Scanned copy of Declaration (Annexure-D).	Enclosed/Not Enclosed
12.	Financial bid through GeM-portal. Upload on GeM e-Tendering Portal only.	Enclosed/Not Enclosed (in Financial Bid Cover)
13.	Scanned copy of Balance Sheet and profit & loss statements for the last 03 financial year ending with FY 2024 -25 certified by CA with UDIN.	Enclosed/Not Enclosed
14.	Scanned copy of Average Annual Turnover certificate for last 03 financial year ending with FY 2024-25 certified by CA with UDIN.	Enclosed/Not Enclosed
15.	Details of any other information, if any	

Date:
Place:

Signature
Authorized Signatory of the
contractor/Firm (Signature with stamp)

AIRPORTS AUTHORITY OF INDIA INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the GeM Portal. The information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in>.

GENERAL TERMS AND CONDITIONS

1. Consortium / JV companies shall not be permitted. No single firm shall be permitted to submit two separate tender applications.
2. 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.
3. The right to accept the tender in full or in part / parts will rest with AAI. The Tender 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.
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. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the bidders who resort to canvassing will be liable to be rejected.
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, which shall be communicated to the AAI.
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 lowest evaluated price bid commonly in conformity with the requirements of the specifications and contract documents. The Accepting Authority shall be the sole judge in this regard.
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
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.
10. Bidder shall submit a responsive bid, failing which his/her tender will be liable to be rejected.
11. All rates shall be quoted in Financial Bid only. Conditional Financial Bid shall be rejected.
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.
13. The bidder shall duly attest all corrections, cancellation and insertions.
14. The Bidder's offers shall be with reference to section and clause numbers given in the tender schedules.
15. All the tenders in which, any of the prescribed conditions are not fulfilled / incomplete in any respect are liable to be rejected.
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.

17. 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.
18. Tenders shall be received by the Accepting Authority up to the date and time and shall be opened on the due date and time as detailed in the Notice inviting Tender.
19. Termination of Contract at Purchaser's Initiative:
 - a) On receipt of this office supply order seller should deliver the items within 10 days. Failing which AAI has the right to raise penalty at 10% of supply order.
 - b) If agency frequently failed to supply items, AAI will initiate termination process.
 - c) The Purchaser reserves the right to terminate the contract either in part or in full due to any reasons other than terms and conditions specified herein, by giving 15-day notice in writing to the contractor of his intention to do so.
 - d) The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts of obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the purchaser, stop all further sub-contracting or purchasing activity related to the work terminated.
 - e) In the event of such termination the contractor shall be paid compensation to the actual loss incurred by him, against production of proper proof to the satisfaction of the Purchaser and all material available at site or at the manufacturing unit for which compensation is claimed shall become the property of the Purchaser. However, the seller shall safely hold the material until the receipt of dispatch instructions by the purchaser in writing.
20. a) Public Procurement (Make in India), Order – 2017 and revision thereof including Public Procurement (Make in India), Order – 2017, revision dated 16th September 2020 issued by Public Procurement Section, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry shall be applicable to this e-tender.
b) Local Content as defined under Public Procurement (Make in India), Order – 2017 and revision thereof including Public Procurement (Make in India), Order – 2017, revision dated 16th September 2020 shall be applicable.
21. The agreement shall be executed on a non-judicial stamp paper of value of Rs.100/- (Rupees One Hundred only) within 30 days from the date of date of award of work and cost of the stamp paper shall be borne by contractor.

Manager (Ops)
(Bid Manager)

SCHEDULE

Reference to General Conditions of Contract:-

Sl. No.	Description	Applicable to this contract
1	Name of work	“Annual Rate Contract for Supply of Fire Rockets, Neem Extract Powder and Scarecrow to Scare Away Birds and Animals in the Operational Area at Tirupati Airport”
2	Estimated cost of Work	₹ 20,29,230 /- (including GST)
3	Earnest Money Deposit	₹ 60877 /-
4	Security Deposit	10% of contract value for works.
5	Definitions	
(i)	Officer inviting tender	Manager (Ops), AAI, Tirupati Airport
(ii)	Accepting Authority	Airport Director, AAI, Tirupati Airport
(iii)	Standard Schedule of Rates	As per market rates.
(iv)	Department	Operations
(V)	Time allowed for execution of work	12 Months

SPECIAL CONDITIONS OF CONTRACT

SCOPE OF WORK

Annual Rate Contract for Supply of Fire Rockets, Neem Extract Powder and Scarecrow to Scare Away Birds and Animals in the Operational Area at Tirupati Airport

The consignee address is as follows:

Sl. No.	Consignee Address	Contact No.
1	Manager (Operations), O/o The Airport Director, Airports Authority of India, Tirupati Airport, Andhra Pradesh-517520	9493173121/ 9666563356

1.1 TECHNICAL SPECIFICATIONS

The Fire Rockets, Neem Extract Powder and Scarecrow be supplied, shall comply with AAI's Schedule of Quantity as given in **Annexure-E**.

1.2 CHANGES IN QUANTITY & VARIATION IN PRICES:

1.2.1 Scheduled quantity as ordered would be for Tirupati Airport.

1.2.2 It may be noted that the contract period will be for twelve months further extendable for a period of another 12 months from the date of commencement of contract on the basis of mutual consent, during which there should be no escalation of rate for any reason by the supplier. The rate can be agreeable to retain the same for another 03 months, even after expiry of rate contract or foreclosure of the rate contract on mutual consent basis.

1.2.3 AAI retains the right to place orders for an additional quantity (generally 30%) in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. 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.

1.3 PATENTS AND OTHER INDUSTRIAL PROPERTY RIGHTS

The prices stated in the present Supply Order shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

1.4 PACKING, FORWARDING AND SHIPMENT

- 1.4.1 The Contractor wherever applicable, shall properly pack all stores in such a manner so as to protect them from deterioration and damage during Air/Rail/Sea and Road Transportation to the site and the Contractor shall be held responsible for all damages due to improper packing. The cost of damages or replacement of store will be on the account of the Contractor.
- 1.4.2 The Contractor shall notify the purchaser of the date of each dispatch and the expected date of arrival at the destination, for the information of the Purchaser and Consignee.
- 1.4.3 The Contractor shall also give all dispatch information concerning the right size and the content of each packing including any other information promptly to the Purchaser and Consignee.
- 1.4.4 Any taxes/financial implications such as Purchase Tax/ Turnover tax/ work contract tax/ octroi/ royalty/ construction Employee Welfare Cess/ work contract Tax/ Excise or any other duty levied by Customs Authorities in respect of import or any materials of any other tax on material, labour, services or contract in respect of the order including payment to local/Govt./Statutory authorities shall be payable by the contractor and Airports Authority of India will not entertain any claim whatsoever in this respect. Nothing extra will be paid by AAI in this respect.

1.5 DELIVERY SCHEDULE & LIQUIDATED DAMAGES

- 1.5.1 The total time allowed for supply of material at Consignee's destination is 10 days (Ten) from the date of placement of confirmed Purchase Order as per AAI requirement through email.
- 1.5.2 If the contractor fails to complete the supply as per the delivery schedule, the purchaser has the right to cancel the order or get the supplies from an alternative source at the risk and cost of the contractor.
- 1.5.3 However in exceptional cases, the purchaser may agree to receive the supply beyond delivery schedule subject to levy of Liquidated Damages calculated @ 0.5(half) % of undelivered portion of supply for delay per week or part thereof subject to a maximum of 10 (ten)% of undelivered portion of supply.
- 1.5.4 The amount of liquidated damages for delay and waiver of the same in case of justified reasons shall be decided at the discretion of Accepting Authority and the same shall be final and binding on the contractor. Force majeure reasons and any other reasons beyond control of the contractor may be considered as justified reasons. The amount of liquidated damages may be adjusted or set off against any sum payable to the contractor.

- 1.5.5 In case, the items are not delivered within the stipulated time, and the delay of delivery exceeds five days, AAI have the right to buy fire rockets from the open market and the amount will be deducted from the Security Deposit and in such case, the contractor shall replenish the security amount immediately or else, the said security amount will be deducted from the next bill payment.
- 1.5.6 In case, the delivered items on inspection, on actual usage, are not found up to the AAI quality, Airports Authority of India will have the right to reject the items fully or partially without assigning any reason thereof.

1.6 SUFFICIENCY OF TENDERS

- 1.6.1 The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his/her tenders of the works and of the rates and the process quoted in the schedule of work/items /Quantities or in Bills of Quantities which rates and prices shall, except as otherwise provided, cover all his completion and maintenance of works.
- 1.6.2 A Tenderer shall submit the Tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also, if the credentials submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the AAI shall take the following action:
- a) Forfeit the entire amount of EMD submitted by the firm.
 - b) Debar the firm minimum two years to tender for AAI in any name/ style.

1.7 INSPECTION

The Authorized representative of AAI as deputed by the officer placing the purchase order, shall inspect the entire lot and pick a sample and they shall be tested as per the technical specifications of NIT.

The Supplier should intimate regarding readiness of supply of Fire Rockets. The items should meet the technical specification of AAI as mentioned in **Annexure E**. In case the supplied material does not meet AAI's Specification, the supplied items shall be rejected without any liability to AAI and the cost of collecting back the rejected material lies solely with the supplier. Hence the supplier is advised to ensure complete compliance to AAI's Specification before dispatch of material from supplier's point.

1.8 ACCEPTANCE CRITERIA

The Acceptance Criteria shall be conformance with all dimensional, inspection specified in Technical Specification(s).

- 1.8.1 The Supplier should submit, within 10 days of issue of Award letter, a letter of acceptance of the contract. The Contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision. A responsive bidder is one who submits priced Tender and accepts all terms and conditions of the specifications and contract documents.

- 1.8.2 The notice of Tender shall form part of the contract documents. The successful Tenderer/contractor on acceptance of his Tender by the Accepting Authority shall within 30 days from the date of award of work, shall sign the agreement (the cost of agreement to be borne by the supplier) along with Notice Inviting Tenders, General conditions of contract, Tender conditions as issued at the time of invitation of Tender and acceptance thereof with any correspondence leading there to.

1.9 REPLACEMENT OF DEFECTIVE STORES

The stores supplied against this order shall bear a warranty/guarantee of the contractor against defective materials, workmanship and performance. If the stores supplied and found defective by the purchaser, the same shall be replaced immediately with serviceable stores by the contractor free of cost at site.

1.10 RECTIFICATION CLAUSE

In the event of stores given back to the manufacturers for rectification of defects, the manufacturer will ensure that the defects are attended immediately without loss of time, so that the stores can be reinstated.

1.11 SECURITY DEPOSIT (SD)

1.11.1 The successful tenderer, awarded with the contract, shall furnish Security Deposit (10% of the contract value) towards successful performance of the contract and defects liability period.

1.11.2 The tenderer whose tender is accepted shall permit AAI, at the time of making any payment to him for the work done under this contract, to deduct a sum amounting to 10% of gross amount of the monthly bills towards the Security Deposit.

1.11.3 Instead of deduction on monthly bills towards security deposit as mentioned above in 1.11.1, the successful tenderer can also furnish the Security Deposit (10% of the contract value) in the form of online transaction through RTGS/NEFT. The AAI Bank & Account Details are as follows:

A/C HOLDER NAME	:	AIRPORTS AUTHORITY OF INDIA
A/C NUMBER	:	40531327377
BANK NAME	:	STATE BANK OF INDIA
BRANCH	:	SETIPALLE BRANCH, TIRUPATI (06677)
IFSC	:	SBIN0006677

1.11.4 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 (90 days) subject to realization of dues, if any to be made from the Contractor.

1.11.5 No interest or any other expense whatsoever on Security Deposit is payable by AAI.

1.11.6 AAI shall have unqualified option to forfeit the Security Deposit 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 Security Deposit. 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.

- 1.11.7 Refund of EMD: Upon completion of all bid formalities, the EMD of all bidders except that of L1 will be refunded. The EMD of L1 will be released at appropriate time.
- 1.11.8 The security deposit shall be forfeited, if tenderer failing to the supply of materials with stipulated period.

1.12 BID EVALUATION

The evaluation criteria / comparison of rates as quoted in BOQ for identifying the lowest bidder shall be based on the lowest rate quoted.

1.13 RATES

- 1.13.1. For items, as per BOQ – Annexure -F
Inclusive of Transportation, Freight insurance, packing forwarding and all other associated incidental charges i.e. landed cost at consignee Airport etc. inclusive of GST.

1.14 VALIDITY

The bids shall remain valid for 180 days from the scheduled due date of submission of bids.

1.15 GOODS & SERVICES TAX (GST)

- 1.15.1 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.
- 1.15.2 The copy (self-attested) of GST Certificate should be submitted.
- 1.15.3 No claim on account of penalties, interest etc. if any levied by statutory authorities on account of non-compliance of provision of GST shall be entertained.
- 1.15.4 Goods & Services Tax as applicable is inclusive. During currency of the contract, any change in the GST rate, as notified by the Govt. of India from time to time shall be applicable.

1.16 TERMS OF PAYMENT & PAYING AUTHORITY

- 1.16.1 The payment shall be made within 25-30 days by Airports Authority of India on receipt of the material at site in good condition and compliance to AAI specification. The contractor, whose tender is accepted, will be required to furnish by way of a security deposit for the due fulfillment of his contract, the amount equivalent to 10% of the contract value to be held as a security deposit up to the Warranty/Guarantee period.
- 1.16.2 Payment shall be made through e- payment to the company after receipt of entire items, as per the order in good condition duly certified/received by the user section. Necessary bank & other details related to payment action shall have to be provided by the supplier as per the format enclosed in the Award Letter.

1.17 INSPECTION & TESTING:

- 1.17.1 Firm has to ensure pre-dispatch inspection of the manufactured Items and submit a pre-dispatch certificate of the manufactured product for the Quality of Items supplied to AAI.
- 1.17.2 Final Inspection shall be carried out by respective consignees or his authorized representative on receipt of Items at consignee place for having receipt in good condition and quantity.

1.18 FORCE MAJEURE CLAUSE

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, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un declared), hostilities, national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days) at supplier's factory. The supplier's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

- a. That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the supplier informs the purchaser in writing that the supplier considers himself entitled to an extension of the time limit.
- b. 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.
- c. That the supplier proves that the said conditions have actually been interfered with the carrying out of the contract.
- d. That the supplier proves that the delay occurred is not due to his own action or lack of action.
- e. Apart from the extension of the time limit, force majeure does not entitle the supplier to any relaxation nor to any compensation of damage or loss suffered.

1.19 ARBITRATION AND LAWS:

1.19.1 Dispute Resolution Clause

All disputes or differences which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) thereof shall be dealt with as provided hereinafter:

- i. Through Mediation:** All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties.

In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through sub para (ii) within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

- ii. **Adjudication through Arbitration:** In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub-Para (i) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.
 - a. When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.
 - b. When the amount involved is Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, after obtaining consent of the other party, as per format annexed at Annexure- 'G'.

Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.

Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.

No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter -VA of the Airports Authority of India Act, 1994.

1.20 Novation Clause:

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

Obligations relating to Transfer:

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

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

1.21 Set Off Clause

In the event of a default or breach in payment of License Fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 7 (seven) days to the licensee, by set off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law”.

Manager (Ops)
(Bid Manager)

TENDER ACCEPTANCE LETTER
(To be given on Contractor's Letter Head)

Date:

**To,
Airport Director
Tirupati Airport, Tirupati
Andhra Pradesh - 517520**

Sub: Acceptance of Terms & Conditions of Tender.

(Tender ID No: _____)

Name of Work: - “Annual Rate Contract for Supply of Fire Rockets, Neem Extract Powder and Scarecrow to Scare away Birds & Animals in the operational area at Tirupati Airport”.

Dear Sir,

I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from GeM Portal web site(s) namely: <https://gem.gov.in/> as per your advertisement, given in the abovementioned website(s).

I / We hereby certify that I / we have inspected the site and read the entire terms and conditions of the tender documents, corrigendum(s) and reply to query if any made available to me/ us which shall form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

I / We hereby unconditionally accept the tender conditions of AAI's tender documents in its totality / entirety for above mentioned work.

I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI'.

I/ We hereby submitted that I/ We paid/ submitted the required earnest money as per NIT conditions

I / We certify that all information/ documents furnished by our Firm is true & correct and in the event at any stage, the information/ documents is found to be incorrect/ untrue or found violated, then we shall be liable for debarment from tendering in AAI without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

UNDERTAKING REGARDING DEBARMENT/BLACKLISTING

(To be given on Contractor's Letter Head)

I/We.....(name and post of authorized signatory) on behalf of
.....(Name of firm) do hereby solemnly affirm and declare as follows:

Our firm is not restrained/debarred/blacklisted by AAI/MoCA/DoE (Debarment applicable for all Ministries/Departments) and the debarment is not in force as on last date of submission of proposal.

None of Proprietor/Partners/Board Members/Directors of M/s _____
_____(Name Of firm) has remained Proprietor/Partner/Board Member/Director in any firm which stands debarred/ blacklisted by AAI / MoCA / DoE (Debarment applicable for all Ministries/Departments) and the debarment is not in force as on last date of submission of proposal.

Our firm understands that if our firm either debarred before the date of opening of tender or debarred before the date of contract by AAI/MoCA/DoE (Debarment applicable for all Ministries/Departments), our bid is liable to be rejected at that stage.

Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment/ blacklisting, termination of the contract etc. as deemed fit.

Date: [Signature and name of the authorized signatory of the firm]

Place:

Note: Above undertaking is to be given on company's letter head.

DECLARATION

(To be given on Contractor's Letter Head)

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

Place:

Date: Signature

Authorised Signatory of the Contractor/Firm

Note: If any of the supporting documents is submitted in any language other than English, a self- attested English Version shall be submitted with the respective document, however as mentioned all the documents duly self-attested shall be submitted.

Schedule of Quantity

Name of Work: “Annual Rate Contract for Supply of Fire Rockets, Neem Extract Powder and Scarecrow to Scare away Birds & Animals in the operational area at Tirupati Airport”.

S.No	Item Title	Items	Specification/ Requirement	Item Quantity	Unit of measures
1	Item no 1	Rocket Bomb	Length 45 cm Diameter 15 mm Safety fuse 3.5 cm Must Attain height of at least 150 to 200 ft Should produce loud noise to scare bird without misfire.	56000	pieces
2	Item no 2	Neem powder Extract	Powdered form	365	kg
3	Item no 3	Scarecrow	At least 5 ft height with separate Stick for standing	9	unit

Date:

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

BOQ (FINANCIAL BID)
(To be submitted in Cover –II online in GEM portal)
(bidders may submit rates as per BOQ online in GeM)

Name of work: “Annual Rate Contract for Supply of Fire Rockets, Neem Extract Powder and Scarecrow to Scare Away Birds and Animals in the Operational Area at Tirupati Airport”.

Item Number	Item Title	Item Description	Item Quantity	Unit of Measure	Delivery Period (In number of days)
1	Item no 1	Rocket Bomb - Length 45 cm Diameter 15 mm Safety fuse 3.5 cm Must Attain height of at least 150 to 200 ft Should produce loud noise to scare bird without misfire.	56000	Pieces	365
2	Item no 2	Neem powder Extract- Powdered form	365	kg	365
3	Item no 3	Scarecrow - At least 5 ft height with separate Stick for standing	9	Units	At the start of the tender within 15 days of award of work

*Delivery: Supply shall be made on requirement basis within 10 days of each Purchase Order.

FORMAT CONSENT LETTER DISPUTE RESOLUTION CLAUSE

To,

The Chairman/Member/Regional Executive Director,
Airports Authority of India

SUB: Request for appointment of arbitrator under Clause ----- of the -----agreement dated ----- for-----

Sir/Madam,

1. We state that _____ (contractor/agency) was awarded work/concession of at _____ Airport/ (other location) of Airports Authority of India through Award Letter dated ____
2. Dispute related to _____ arose between us (contractor/agency) and AAI.
3. On ____ (date), dispute was referred to Mediation as per AAI Mediation Policy and any settlement on the following claims/disputes was not reached between the parties:
 - (i)
 - (ii)
 - (iii)
4. A concise statement along with claim in respect of each of such disputes is attached herewith.
5. In view of the above, we invoke arbitration under clause ____ of the ____ agreement between us and AAI and as per proviso to Section-12(5) of the Arbitration & Conciliation Act, 1996, we hereby agree and request the Chairman/Member/Regional Executive Director AAI to appoint arbitrator from AAI's panel of arbitrators.
6. I / We also give my/ our consent for appointing any of an arbitrator from AAI's approved panel of arbitrators, as per paragraph-5 above.

Thanking you,

(Authorized Signatory of _____)