



Tender Document

Name of work: Providing Pest Control Services at Indian Aviation Academy, Vasant Kunj, New Delhi

Estimated Cost- Rs 5,00,000/-

Earnest Money Deposit - Rs 10,000/-

Tender Fees- Rs 560/-

Time Period- 12 Months

Date of uploading of NIT on IAA Website 11-10-2019

Last Date and Time of Downloading of Tender 21-10-2019 upto 1500 Hrs

Last Date and Time of Submission of Tender 23-10-2019 upto 1500 Hrs

Opening of Tender (Envelope I i.e. Technical Bid) 23-10-2019 at 1530 Hrs

Tentative Date of Opening of Envelope II i.e. Financial Bid 25-10-2019 at 1500 Hrs

Indian Aviation Academy Vasant Kunj,
NEW DELHI-110070



**Name of work : Providing Pest Control Services at
Indian Aviation Academy, Vasant Kunj, New Delhi**

TENDER DOCUMENT NIT

**Indian Aviation Academy
Vasant Kunj,**

NEW DELHI-110070

Name of work: "Providing Pest Control Services at Indian Aviation Academy, Vasant Kunj, New Delhi."

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Sr. Consultant - IAA

Name of work : Providing Pest Control Services at Indian Aviation Academy, Vasant Kunj, New Delhi

TENDER DOCUMENT

ENVELOPE – I (TECHNICAL BID)

**Indian Aviation Academy
Vasant Kunj,
NEW DELHI-110070**

Indian Aviation Academy, Vasant Kunj New Delhi

No./IAA/Admin/Pest Control/2019

Date: 24th Sept 2019

NOTICE INVITING TENDER.

Item rate Tender are invited on behalf of the Director, Indian Aviation Academy for the work of "**Providing Pest Control Services at Indian Aviation Academy, Vasant Kunj, New Delhi**" from specialised professional firms having a minimum of Three years' experience in the field. The agency should have valid Permanent Account Number (PAN), GSTIN and registration with ESIC & PF authorities. The estimated cost of the work is Rs. 5.00 Lakhs. Time allowed for carrying out the work would be 12 (Twelve) Months (extendable for a further period of one year subject to satisfactory performance and with the consent of both the parties) which shall be reckoned from the 10th day from the date of issue of work order.

Qualification criteria: -

- The agency should have completed (part or phase work shall not be considered) at least three works each costing Rs 1.5 lakhs or two works each costing Rs 2.5 lakhs or one work costing Rs 4.00 lakhs during the last seven years ending on 30.09.2019 of similar nature of work at Education Institutions, Cantonments, Hotels, Campuses, or other public utility premises, commercial complexes, offices etc. As a proof, the agency should submit work experience certificate from the clients for success completion of the work giving details such as i) Name of the work, ii) Tendered cost, iii) Completion cost, iv) Date of start, v) Stipulated date of completion, vi) Actual date of completion, vii) EOT granted (if any) up to with/ without levy of compensation, viii) Completion certificate Issuing Authority Name and Designation.
- Insecticide license from Central/ State govt or Registration under shops & establishment Act.
- Un-conditional acceptance letter of terms & condition of tender as per proforma enclosed as Annexure -II.
- Firms should submit balance sheet & profit and loss account for last three years. Firms should have average annual turnover of Rs. 1.5 Lakhs per year for the last three years.
- PAN number of Income Tax.

The tenderers are required to fill up the details of qualifying criteria mentioned above in the prescribed PQ Performa enclosed as Annexure-I and also submit the requisite document in support of the qualifying criteria.

1. The Tenders shall be in the prescribed Form and shall be submitted in two bid system as under:

1st Bid i.e. Technical Bid - Envelope I

2nd Bid i.e. Financial Bid - Envelope II

2. Not more than one Tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested, as Proprietor and/or partner shall tender for the execution of the same works. If they do so, all such Tenders shall be liable to be rejected.

3. Tender documents consisting of plans, specifications, Schedule(s) of quantities of work to be done, the conditions of contract and other necessary documents can be downloaded from the website of Indian Aviation Academy i.e. <https://www.iaa.edu.in/> between 11th Oct 2019 to 21st Oct 2019 upto 1500 Hrs. However, to participate in the tender /to submit the tender document, the tenderer must pay tender fee in the form of demand draft amounting

to Rs. 560.00 (Rupees Five Hundred Sixty) only (i/c GST) non-refundable from Nationalized bank but not from cooperative / Gramin bank. The original demand draft of Tender Fee shall be submitted in Envelope-I.

4. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the ground and sub soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require, working conditions including space for stacking of materials, installation of T&P, rates of various materials to be incorporated in works and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

5. Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done, local conditions, local material rates and other factors having bearing on the execution of the works.

6. All rates shall be quoted in schedule of quantity part of Tender document in INR and submitted in Financial Bid i.e. Envelope II.

7. Tenders shall be received offline in the office of Sr. Consultant, Room No. 208, Indian Aviation Academy, Vasant Kunj, New Delhi upto 1500 hrs on **23rd Oct 2019** in a sealed cover. The Envelope-I i.e. Technical Bid containing qualifying criteria, Demand Draft toward tender fees, original EMD as prescribed, unconditional acceptance of the tender conditions and the tender conditions and Envelope II containing Financial Bid of the tender document shall be placed in a separate envelope super scribing the Tender for the work of **“Providing Pest Control Services at Indian Aviation Academy, Vasant Kunj, New Delhi”**. The Envelope I i.e. Technical Bid shall be opened on the same date at 1530 hrs in the presence of Tenderers who may wish to be present. The Envelope II shall however be opened only of those Tenderers, fulfilling the qualifying criteria, found eligible after scrutinizing the Envelope I and the date of opening of Envelope II shall be intimated accordingly. However, the tentative date and time of opening of Envelope II is 25-10-2019 at 1500 Hrs

8. Earnest Money Deposit (EMD):

Earnest Money of amount Rs. 10,000.00 (Rupees Ten Thousand only) in the form of Demand Draft / FDR from any Schedule bank of India preferably from Nationalized bank but not from cooperative / Gramin bank and letter for understanding as per proforma on Annexure III of Tender Document in favour of Indian Aviation Academy.

The bidder who fails to submit the original Demand Draft / FDR towards EMD before the stipulated time then their tender shall be rejected out-rightly. Any postal delay will not be entertained.

The refund of EMD to bidders who fail to qualify the eligibility/technical stage will be refunded within 7 days of their rejection. For all bidders who qualify and their financial bids are opened the refund of EMD of all vendors except L-1 shall be processed within 7 days of opening of Envelope II i.e. Financial Bid.

On acceptance of the Tender, the Earnest Money will be treated as part of the Security Deposit. The EMD of the successful tenderer will be returned if the tenderer furnishes the bank guarantee in prescribed forms towards Security Deposit.

No interest or any other expenses, whatsoever on the EMD will be payable by IAA.

The Tender EMD may be forfeited in the following case:

- a) If a tenderer withdraws its tender during the period of tender validity specified in the tender conditions.
- b) In the case of a successful Tenderer, if the Tenderer fails -

- i) To sign the Contract agreement.
- ii) In case of any false information/document submitted by tenderer.

9. Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision.

9.1) A responsive bidder is one who submits priced Tender and accepts all terms and conditions of the specifications and contract documents.

9.2) 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 IAA, as required in the specifications and contract documents. Any modification in the terms and conditions of the Tender which are not acceptable to IAA shall also be treated as a major modification.

9.3) A Tenderer shall submit a responsive bid, failing which his Tender will be liable to be rejected.

9.4) The Accepting Authority reserves to himself the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates.

10. On acceptance of Tender earnest money will be treated as part of the security deposit.

11. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

12. The Tenderer shall not be permitted to tender for works in Indian Aviation Academy, responsible for award and execution of contracts, in which his near relative is posted as Manager Finance & Accounts or Sr. Officer or as an engineer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in Indian Aviation Academy. Any breach of this condition by the contractor would render him liable to be debarred from tendering for next 2 years.

13. The contractors shall give a list of IAA employees related to him.

14. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of Indian Aviation Academy is allowed to work as a contractor for a period of two years of his retirement from Indian Aviation Academy without the previous permission of Indian Aviation Academy. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Indian Aviation Academy as aforesaid before submission of the Tender or engagement in the contractor's service.

15. The Tender for works shall remain open for acceptance for a period of ninety days from the date of opening of financial bid of tenders. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then Indian Aviation Academy shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.

16. On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated to the Engineer-in-Charge.

17. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also if the credential submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the IAA shall take the following action:

- a) Forfeit the entire amount of EMD submitted by the firm.
- b) Debar the firm for minimum three years to tender for IAA in any name/style.

18 (a) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes except GST which shall be paid as per the prevailing rates at the time of payment to the contractor.

(b) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Indian Aviation Academy and / or Engineer-In-Charge and further shall furnish such other information/document as the Engineer-In-Charge may require from time to time.

The site for the work is available. The site can be handed over to the executing agency immediately after the issue of the award letter for execution of work.

19. This notice of Tender shall form part of the contract documents. The successful Tenderer/contractor, on acceptance of his Tender by the Accepting Authority, shall within 15-days from the date of award of work sign the contract consisting of Notice inviting Tenders, General conditions of contract, special/additional condition, General and particular specifications, Tender conditions as issued at the time of invitation of Tender and acceptance thereof with any correspondence leading there to.

20. Power of attorney/authorization for signing tender:

a) Only the Power of Attorney/Authorization holder of the tenderer on whose name the tender has been issued shall sign the Tender documents.

b) The name and designation of the person or persons of the company who is authorized to sign shall be clearly indicated in the authority letter.

c) In the event of the tender submitted by a partnership firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power-of-Attorney authorizing him to do so by the partners. A certified copy of the Power-of Attorney issued by the company/partnership firm shall be produced with the tender along with evidence of registration of partnership firm/company.

21. PURCHASE PREFERENCE TO PUBLIC ENTERPRISES

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

- a) All tendered rates should be inclusive of all taxes, duties, cess, fee and charges levied under any statute excluding Goods & Services Tax (GST).
- b) The bidder has to submit an undertaking that they are registered under GST and compliant of GST provision.

22. IAA is not responsible for any postal delay in respect of submission / receipt of any documents. Bidders who are intending to submit responsive are requested to submit the same well in advance before the due date & time. It is the responsibility of the Bidder to make sure that the required documents is submitted in time.

23. For any query pertaining to this tender, the tender (s) may contact on telephone number: 011-26134359

Extn. No. 208 on any working days from 10.00 AM To 05.30 PM upto 01.00 PM on 23-10-2019.

For and on behalf of Indian Aviation Academy,

Signature:

Designation: Sr. Consultant, IAA

Date :

ANNEXURE – I

PQ PERFORMA

Name of work: “**Providing Pest Control Services at Indian Aviation Academy, Vasant Kunj, New Delhi**”

1	2	3	4
Sr. No.	Qualifying criterion/parameter/ supportive document	Supporting Document must have the following salient information which IAA would like to note	Reference to the documents submitted in support of Column 3
1.	General		
1.1	Name and address of the firm / contractor		copy enclosed : YES/NO
1.2	Telephone, Fax, Email		
1.3	Authorized Signatory (name & Designation)		
2.	Envelope- I shall contain		
2.1	Details of tender fee	Demand Draft Nos. and giving bank details	Original enclosed: YES/NO
2.2	Details of EMD	Demand Draft / FDR giving bank details	Original enclosed: YES/NO
2.3	Unconditional acceptance letter	Annexure-I	Copy Enclosed. Yes / No.
2.4	Authorization letter/ power of attorney	Document to be enclosed in case of firm	Copy Enclosed. Yes / No.

2.5	Registration Details Registered with: Category & Limit: Valid Upto :	Copy of enlistment to be submitted.	Registration copy enclosed : YES/NO
	Experience details		
	Should have satisfactorily completed the works during last seven years ending on 30.09.2019.	Certificate of completion of the Three/Two/ One work(s) as applicable	

i) Three separate works each costing not less than Rs. 2.00 Lakhs Work No. 1 Name of work: Work Order/Agreement No. & Dt.: Contract Cost: Stipulated Date of completion as per contract agreement: Actual Date of Completion: Actual Completion Cost:- EOT granted (if any) up to with/ without levy of compensation. Completion certificate Issuing authority name and Designation		Copy of certificates enclosed: YES/NO Details of EOT
Work No. 2 Name of work: Work Order/Agreement No. & Dt.: Contract Cost: Stipulated Date of completion as per contract agreement: Actual Date of Completion: Actual Completion Cost:- EOT granted (if any) up to with/ without levy of compensation. Completion certificate Issuing authority name and Designation		Copy of certificates enclosed: YES/NO Details of EOT
Work No. 3 Name of work : Work Order/Agreement No. & Dt.: Contract Cost :		Copy of certificates enclosed : YES/NO

<p>Stipulated Date of completion as per contract agreement :</p> <p>Actual Date of Completion :</p> <p>Actual Completion Cost :-</p> <p>EOT granted (if any) up to</p> <p>with/ without levy of compensation.</p> <p>Completion certificate Issuing authority name and Designation</p>		Details of EOT
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		coloumn-3
<p>ii) Two separate works each costing not less than Rs. 2.50 Lakhs</p> <p>Work No. 1</p> <p>Name of work :</p> <p>Work Order/Agreement No. & Dt.:</p> <p>Contract Cost :</p> <p>Stipulated Date of completion as per contract agreement :</p> <p>Actual Date of Completion :</p> <p>Actual Completion Cost :</p> <p>EOT granted (if any) up to</p> <p>with/ without levy of compensation.</p> <p>Completion certificate Issuing authority name and Designation</p>		<p>Copy of certificates enclosed : YES/NO</p> <p>Details of EOT</p>
<p>Work No. 2</p> <p>Name of work :</p> <p>Work Order/Agreement No. & Dt.:</p> <p>Contract Cost :</p> <p>Stipulated Date of completion as per contract agreement :</p> <p>Actual Date of Completion :</p> <p>Actual Completion Cost :</p> <p>EOT granted (if any) up to</p> <p>with/ without levy of compensation.</p> <p>Completion certificate Issuing authority name and Designation</p>		<p>Copy of certificates enclosed : YES/NO</p> <p>Details of EOT</p>

iii) One works each costing not less than Rs. 4.00 Lakhs Work No. 1 Name of work : Work Order/Agreement No. & Dt.: Contract Cost : Stipulated Date of completion as per contract agreement : Actual Date of Completion : Actual Completion Cost : EOT granted (if any) up to with/ without levy of compensation. Completion certificate Issuing authority name and Designation		Copy of certificates enclosed : YES/NO Details of EOT
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(c)	Whether experience from Govt. organizations or private clients? (In case of private clients, the list of clients to be enclosed)	Govt. Organization / Private Clients. (Tick whichever is applicable. In support of experience, TDS certificate from privats clients to be enclosed)		TDS certificate enclosed : YES/NO
3.1	TURNOVER : Annualized average financial turnover of not less than Rs. 1.50 Lakhs against works executed during last three financial years. As a proof, copy of Abridged Balance Sheet of the firm with profit and loss account shall be submitted along with the application.	Year	Turnover (In lakhs)	Proof of turn over enclosed (Abridged balance sheet & profit & loss A/C)
		2016-17		
		2017-18		
		2018-19		
		Average:		Copy enclosed: YES/NO
3.2	Permanent Account No. (PAN)	Copy of PAN		Copy enclosed: YES/NO
3.3	Undertaking regarding compliance of GST Provisions	Annexure-VI		Copy enclosed: YES/NO
4.	Details of any other information			

Place:
Date:

Signature
Authorized Signatory of the Contractor/ Firm

DECLARATION

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 IAA can be taken against me.

Place:

Date:

Signature

Authorized Signatory of the
Contractor/ Firm

With Stamp

ANNEXURE-II

ACCEPTENCE LETTER

Date:

To,

The Senior Consultant,
Indian Aviation Academy
Vasant Kunj, New Delhi-110070

Name of work: “Providing Pest Control Services at Indian Aviation Academy, Vasant Kunj, New Delhi”.

Sir,

The tender document for the above work have been downloaded by me from IAA Website on payment of tender fee in the form of demand draft amounting to Rs. 560.00 (Rupees Five Hundred Sixty) only (i/c GST) non-refundable from Nationalized bank but not from cooperative / Gramin bank. I/We hereby certify that I/We have inspected the site and read the entire terms and conditions of the tender documents and I/We shall abide by the conditions/clauses contained therein. I/We hereby unconditionally accept(s) the tender conditions of IAA's tender documents in its entirety for the above work. I/We hereby submit the earnest money of Rs. (Rupees) for the tender for above mentioned work in form of offline only in the form of Demand Draft / FDR from a Nationalized or any schedule bank (but not from co-operative or Gramin Bank) in favour of Indian Aviation Academy.

The contents of Inviting Tender of the Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to enclosed any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/ along with the Tender Document and the same has been followed in the present case. In case, this provision of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and IAA shall without prejudice to any other right or remedy be at liberty to forfeit the 10% of earnest money.

I/We declare that I/We have not paid and will not pay any bribe to any Officer of IAA for awarding this contract at any stage during its execution or at the time of payment of bills. If any officer of IAA asks for bribe/ gratification, I will immediately report it to the appropriate authority in IAA.

I/We agree that “If at any stage, any information / documents submitted by us are found to be false, we shall be liable for debarment from tendering in IAA, apart from any other appropriate / Legal action”.

Thanking you,

Yours faithfully,

(Signature of the Contractor/firm)

With Rubber Stamp

(To be submitted on Company's Letter head)

FORM OF BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT

To,

The Senior Consultant,
Indian Aviation Academy
Vasant Kunj, New Delhi-110070

Sir,

You have issued tender document for the work “Providing Pest Control Services at Indian Aviation Academy, Vasant Kunj, New Delhi”. to M/s _____ (hereinafter called “Bidder”). Under the terms and conditions of said tender dated _____ the bidder was required and undertook to furnish a bank guarantee of Rs. _____ (Rupees _____ only) as Earnest Money Deposit as contained in said tender document and we have agreed to give such Bank Guarantee.

We _____ (Name of Bank) _____, which is a schedule bank, hereby unconditionally and irrevocably undertake to pay Indian Aviation Academy having its office at Indian Aviation Academy, Vasant Kunj, New Delhi 110070 (herein after called the “IAA” which expression shall unless repugnant to the subject or contract include its administration, successors and assigns) immediately on the day and time of demand without any demur such amount or amounts as any be demanded by you from us under this guarantee not exceeding a sum of Rs. _____ (Rupees _____ only) in aggregate without any further question or reference to M/S. _____ and your demand shall be final and conclusive.

We hereby affirm that we are the Guarantor and responsible to you, on behalf of the bidder upto a total Rs. _____ (Rupees _____ only) such sum being payable in the types and proportions of currencies in which contract price is payable and we undertake to pay, upon your first written demand and without any demur and/or condition, any of sum within the limits of Rs. _____ (Rupees _____ only). We further agree that no change or addition to or their modification of the terms of the tender or of the works to be performed there under or of any of the tender documents which may be made between you and the bidder shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee is confirmed and irrevocable and shall remain valid until the date _____ i.e. 180 days from the closing date of submission of tender and shall remain _____ valid upto the such extended period which may be mutually agreed to.

Unless a demand or claim under this Guarantee is made on us in writing on or before _____ we should be discharged from all liability under its guarantee.

SIGNATURE AND SEAL OF THE GUARANTOR
NAME OF BANK
ADDRESS
DATE

ANNEXURE-IV

(Letter of understanding from the Depositor to Bank to be submitted along with all Fixed Deposit/ Bank Guarantee to Indian Aviation Academy)

The Branch Manager,

Bank,

Sub: My/ Our Fixed Deposit/ Bank Guarantee bearing No. dated for Rs.
issued in favour of Indian Aviation Academy A/C

Sir,

The subject Fixed Deposit/ Bank guarantee is obtained from your branch for the purpose of Security/ Performance Guarantee on account of contract awarded/ to be awarded by M/s Indian Aviation Academy to me/ us.

I hereby authorize the Indian Aviation Academy in whose favour the deposit is made to encash/ close the subject Fixed Deposit/ Bank Guarantee before maturity/ on maturity towards adjustment of dues without any reference/ consent/ notice from me/ our side and the bank is fully discharged by making the payment to Indian Aviation Academy.

Signature of the Depositor

Place:

Date:

Acknowledgement of Bank with Seal

ANNEXURE-V

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT (To be executed on Non-Judicial Paper of Rs. 100/-)

To,
The Indian Aviation Academy,

1. In consideration of the Indian Aviation Academy having its head office at New Delhi (hereinafter called the "IAA" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No datedmade between*..... and IAA in connection with the work of (hereinafter called the said contract), to accept Deed of Guarantee as herein provided for Rs (Rupees only) in lieu of the Security Deposit to be made by the contractor or in lieu of the, deduction to be made from the contractor's bills, for the due fulfilment by the said Contractor of the term and conditions contained in the said Contract. We, the bank(hereinafter referred to as "the said Bank" and having our registered office at do hereby undertake and agree to indemnify and keep indemnified IAA from time to time to the extent of the Rs..... (Rupees..... only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by IAA by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by IAA on demand and without demur to the extent aforesaid.
2. We, the Bank, further agree that IAA shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by IAA on account thereof and the decision of IAA that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by IAA from time to time shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee therein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contracts and till all the dues of IAA under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee subject, however that IAA shall have no claim under this Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e(date) of from the date of cancellation of the said Contract as the case may be, unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
4. IAA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary and of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or securities available to IAA and the said Bank shall not be released from its liability under these presents by any exercise by IAA of any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of IAA or any indulgence by MI to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for IAA to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which IAA may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of IAA in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

In presence of :

Dated this _____ Day of _____

WITNESS

1.

For and on behalf of (The Bank)

2.

Signature _____

Name & Designation _____

Authorisation No. _____

Name & Place _____

Bank's Seal _____

The above Guarantee is accepted by Indian Aviation Academy.

For and on behalf of Indian Aviation Academy.

Signature _____

Name _____

Designation _____

Dated _____

ANNEXURE-VI

UNDERTAKING REGARDING COMPLIANCE OF GST PROVISIONS

I..... (Name), aged ... years, s/o
..... (Name), Proprietor/ Managing Partner/ Managing Director of
.....(Name of the Agency) do hereby solemnly affirm and state as follows:

- 1) That I am registered under GST Provision with GSTIN no._____.
- 2) That I indemnify IAA for non-compliance of GST provisions and blockage of any input credit.
- 3) That all input credits will be passed on to IAA.

Dated this, the day of month Year.

(SIGNATURE WITH SEAL OF AGENCY)

Place:

Date:

Terms & Conditions

Name of the work: **“Pest Control and Dis-infestation treatment ‘At IAA, Vasant Kunj, New Delhi”**

1. The engagement shall be in operation an effective period of one year from the date mentioned in the award letter of work order and shall be renewed at the option of Indian Aviation Academy, Vasant Kunj, New Delhi (IAA) for a further period as may be decided mutually provided the services are found satisfactory. The successful contractor would have to execute an agreement valid for period of one year. However, the IAA reserves the right to terminate the agreement by giving one month's notice without assigning any reason. The contractor shall not be liable to any compensation whatsoever on account of such termination. IAA shall have the right to terminate the contract after serving a notice for a period of 30 days in advance. The contractor can also terminate the contract by serving a similar notice in writing. Such notices shall be serviced by registered post or by hand at the respective address. Notwithstanding the above, the contractor shall continue to provide the services as per mutual agreement till alternative arrangements are made by IAA.
2. The Vendor at his own cost and expenses shall procure necessary equipment's and sufficient quantities of the pesticides and other materials as required to execute the assignment.
3. The rate quoted should be inclusive of the cost of plant, materials, labour, transport, erection, insurance maintenance, all tax, every incidental and contingent cost, handling charges and other levies and expenditure in connection with the work and the same rate is valid for entire contract period. The contractor shall bear the cost and be responsible for all taxes imposed or applicable in relation to the fees payable to the contractor. If IAA is required by any law or regulations to make any deductions of taxes or levies/charges from payment prior to paying the same to the contractor, IAA shall be entitled to and shall make such deductions and shall pay the amount.
4. The pesticides and chemicals used by the contractor shall have no harmful effects on human. The material shall be of 'ISI' standards and certified as safe and non-injurious to human.
5. As the site of work is at an educational campus with restricted entry and the contractor is required to obtain requisite Campus entry pass to carry out the work. Spraying of chemicals etc. is to be carried out during non-teaching / movement/ day or night time and the Campus hours are also restricted, the contractor has to work in the available time in effective manner.
6. The contractors shall furnish the Authority in writing with the names, age, residence address and specimen signature or thumb impression of all employees whom he proposes to deploy for the service at campus premises.
7. The contractor shall deploy adequate number of employees who should be competent, and efficient for rendering effective services for the areas covered under this contract. The contractor shall employ minimum one employee for six days a week (9.00 am to 5.30 pm) on regular daily basis to conduct the actual operation and one supervisor on weekly basis. The vendor shall also personally supervise the operation as and when required.
8. If at any time the performance or conduct of any worker is found unsatisfactory by IAA, such persons shall not be deployed again for subsequent period of contract. In this regard the decision of the IAA shall be final and binding on the contractor.
9. The contractor shall attend to any complaint received in connection with the

services promptly. Any failure shall attract penalty equivalent to one day fee worked out on prorated basis. During the contract period no additional charges of any kind for the extra work shall be paid by IAA.

10. The periodicity of pesticides spraying/pest control/rodent control etc. to be undertaken by the contractor as mentioned in Scope of Work in Annexure-VIII. The material to be used shall be within the prescribed period of validity.
11. IAA or its authorized representatives shall be authorized to give necessary instructions to the supervisors of the contractor at the premises of IAA on all matters relating to this service.
12. The check list at Annexure-IX shall necessarily be maintained at every visit and the same duly signed by authorized persons shall be submitted to IAA officials for necessary verification to process the bill for payment.
13. In the case of any breach of the terms of this contract as minor offenses and complaints coming to its notice for which in the opinion of the Authority this Agreement need not be terminate, the Authority may at its discretion recover compensation from the Contractor. The decision of the Authority in this respect will be final and binding on the Contractor. In case of any major lapse of service or incident of deficiency in service, proportionate amount shall be levied. Non-payment of the same shall lead to terminate the contract and/or deduction from the contract amount.
14. On expiry of the contract period or on termination of the contract by the Authority on account of any breach of the part of the contractor, the contractor shall remove his/their goods and other materials from the premises immediately, failing which authority reserve its right to remove such goods/materials at the cost on risk of the contractor and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose off the goods / materials of the contract by public auction to recover the cost. The contractor shall not be entitled to raise any objection in such an eventuality.
15. Apart from above clause, in addition, in case it is observed by IAA that the work performance is not as per the required/specified standards, the contractor shall be served with the written notice to call upon to improve his performance within a stipulated period. The contractor shall also be given an opportunity to present his viewpoint about the bad performance pointed out by IAA and thereafter, if the authority is not satisfied, shall levy a maximum penalty of 10% of the monthly) bill amount extendable to 25% in case of repeat instance. The written order passed by the Competent Authority in this regard shall be final and binding on the contractor.
16. All safety precautions shall be taken by the contractor to avoid any injuries to staff deployed and other stakeholders by him for this job. The responsibility for any untoward incident shall rest solely on the contractor and IAA shall stand absolved of all direct or indirect responsibility/liability on this account and in case, the IAA is made or required to pay any damages or compensations to such persons. The Contractor shall undertake to reimburse the said amount to the IAA.
17. The Contractor shall indemnify and undertakes to keep Indian Aviation Academy, indemnified for any harms from and against all disputes, claims or actions raised by his employees or by any third party in connection with his regulatory and other compliances and obligation under this contract. The contract further indemnifies and undertakes to keep IAA indemnified for any harms from and against all disputes, claims or actions proceedings etc. of any nature whatsoever that may be instituted as a result of any breach on the part of the contractor of any applicable laws, rules and regulations with respect to his employees or otherwise.

18. Fogging of areas will be carried out regularly with the pesticides having a pleasant smell and does not create choking of throat or breathing problems to residents or students and staff. For the purpose of fogging, fogging machine shall be positioned in the academy as per the direction of Engineer-in-charge.
19. It shall be clearly understood and agreed that no relation of employee and employer shall be created between the IAA and the employees engaged by the contractor. It shall be the responsibility of contractor to pay the wages to his employees and ensure compliance of the labour laws.
20. This contract is personal to the contractor and the contractor shall not, unless with the written consent of the Authority, create a sub-contract of any description with regard to this license or any part thereof, not shall be without such written consent as aforesaid, assign or transfer his contract any part thereof.
21. The contractor shall not damage any part of the Campus premises or facilities and in the event of any damage being caused to the same intentionally or otherwise, by the contractor, or his employees or invitees the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the contractor to replacement and to reimburse cost thereof which the contractor undertakes to pay forthwith on demand.
22. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdictions of the court shall be at Delhi, India.
23. IAA reserves the right to suitably modify any of the above mentioned conditions to suit public interest and to ensure compliance with any conditions to suit public interest and to ensure compliance with any suitable legislation enacted thereafter covering the domain of services being rendered under the contract.
24. The contractor shall not be entitled to any revision to the terms and conditions during the period of agreement and shall adhere to the instruction, orders issue by the Director/his Representative from time to time.
25. The contractor shall submit a monthly bill to IAA, Vasant Kunj, New Delhi, by 7th day of every month for the preceding month for rendering services. Payment shall be made by IAA within 15 days of submission of the bill.
26. Running payment shall be made to Contractor once in a month or as per decision of Engineer-in-charge after deducting security deposit, compensation for delay, other statutory deductions etc, which the contractor may become liable. In case of Time Interval exceeds no claim considered due this reason.
27. Payment will be released on submission of proof of PF & ESI contribution and other relevant records / documents of the applicable month.
28. The rates quoted shall be inclusive of all taxes (excluding GST), duties, packing, insurance, transportation, loading, unloading, handling, incidental charges, local levies etc.
29. Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.
30. The contract agreement shall be executed on a non-judicial stamp paper of value Rs.100/- and cost of the stamp paper shall be borne by the Contractor.

31. Contractor's tender including the letters of clarifications between the contractor and the IAA prior to the award of contract, if any shall form a part of the Contract Agreement to the extent they have been accepted by IAA.
32. Without limiting its obligations and responsibilities, the contractor shall insure in the joint name of IAA and the contractor against all losses or damages from whatever cause arising (other than the accepted risks) for which he is responsible under the terms of the contract and in such manner that the IAA and the contractor are covered during the period of construction of works and also damage arising from a cause occurring prior to the commencement of the defect liability period any loss or damage occasioned by the contractor in the course of any operation carried out by them for the purpose of complying with its obligations of defect liability clause hereof.
- a) The work and the temporary works to the full value of such works executed from time to time.
- b) The materials, equipment and other things brought on to the site by the contractor to the full value of such materials, construction plant and other things. Also the insurance policies for the workers and staff shall be taken. Such insurance shall be effected with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Indian Aviation Academy and the contractor shall whenever required, produce to the IAA the policy or the policies of insurance and the receipts for payments of the premiums.
33. **DAMAGE TO PERSON AND PROPERTY**
The Contractor shall indemnify and keep indemnified IAA against all losses and claims for injuries or damage to any person or any property whatsoever, which may arise out of or in consequence of the construction and maintenance of the works by them and against all claims, demands, proceedings of or in relation thereof.
34. **THIRD PARTY INSURANCE**
Before commencing the execution of the works the contractor (But without limiting his obligations and responsibilities) shall insure against any damage, loss or injury which may occur to any property (including that of the Employer) or to any person, including any employee of the employer by or arising out of the execution of the works or temporary works or in carrying out of the contract.
35. **MINIMUM AMOUNT OF THIRD PARTY INSURANCE**
Such insurance shall be effected with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India and for at least the minimum amount of Rs. 1 Lakh with unlimited number of occurrences. Whenever required the contractor shall produce to the IAA the policy or policies of Insurance and the receipts for payments of the premiums.
- If the Contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of this clause, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company or by a company approved by the Insurance Regulatory Authority of India could offer, such an Insurance is ought to be done after the IAA's approval, by or through the subsidiary of the General Insurance Company.
36. **INSPECTION OF SITE AND TESTING**
The Engineer-in-Charge or his authorized representative shall have full power to inspect any portion of the work, examine the materials and workmanship at the contractors works or at any other place from where the material is obtained. Acceptance of any material shall in no way relieve the contractor of his responsibility for meeting the requirement of the specifications. In case the work does not meet

the full intent of the specifications it shall be rectified by the Contractor at no extra cost and the contractor shall bear all the expenses for any further tests considered necessary.

37. ADMISSION TO SITE

For the works falling within the restricted area, execution shall be restricted to non- operational hours. The contractor's staff/workmen shall observe all the rules promulgated from time to time by the concerned authorities such as prohibition of smoking & lighting, search of persons on entry and exit, keeping to specified routes etc.

38. Any person found violating the security rules laid down by the authorities will be expelled from the area without assigning any reason whatsoever and contractor shall have no claim on this account. No time extension shall be granted and nothing extra shall be payable by IAA on account of restriction due to non-operational hours and in restricted working conditions.

39. The Contractor shall arrange at his own expense all tools, plants, machinery and equipments required for the execution of the work. The contractor shall may be allotted a store for storing of pesticides/ materials required for the work and tools and plants of area approximately 50 sq. ft. The same shall be vacated after the completion of the contract work. This security deposit can be released only after ensuring that allotted store has been vacated and Engineer- in-Charge to certify clearly in the final bill that all the allotted store/land has been vacated by the contractor and handed over to IAA. Land used for stacking of material to the extent available is, however provided at free of cost, with the approval Engineer-In-charge. That the Contractor shall be liable to vacate the land on demand by the Engineer-in- Charge. Materials brought to the site by the contractor shall be stored by the contractor in a safe/dry storage space. The contractor shall be responsible for safe custody of materials at site till the completion of the contract works.

40. BYE-LAWS

The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and for giving and receiving of all necessary notices and keeping the Engineer-in-Charge, informed of the said compliance with the bye-laws, payments made, notices issued and received.

The contractor shall indemnify the IAA against all claims in respect of patent rights, design, trade marks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, cost, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereto.

41. PERIOD OF COMPLETION OF WORK: -

The completion of above said work is Twelve Months. The entire work shall be carried out as per latest CPWD specifications all volumes with upto date correction slips upto the date of receipt of tender for civil works and CPWD specifications 2009 Vol I & Vol II and unless otherwise specified in the nomenclature of individual item, or in the particular specifications.

The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges, which be may be liable.

42. The contractor shall obtain a valid Labour License under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 well before the commencement of work and retains the validity of license till its completion.

43. All incidental charges of any kind whatsoever including cartage, storage and wastage etc. shall be borne exclusively by the contractor and nothing extra shall be payable to the contractor on this account.

44. E-PAYMENT

The payments to the contractor shall be made through Nationalized Bank or Schedule Bank recognized by e-banking services. The contractor shall intimate his account number, Branch name of the bank with code number, PAN No. and other relevant details to IAA.

45. Agency has to carry out work as per direction of Engineer-in-charge or his authorized representative. If any work carried out by the agency without the written permission of Engineer-in-charge or his authorized representative, will not be payable to agency.

ANNEXURE- VII

AREAS TO BE COVERED UNDER THIS CONTRACT:

- TOTAL AREA OF IAA CAMPUS, BUILDINGS (ACADEMY & HOSTEL) INCLUDING LOUNGES, HOSTEL, KITCHENS, CLASS ROOMS, AUDITORIUM, DINING HALLS, ART GALLERY, LIBRARY, WORKSTATIONS AND RESIDENTIAL COMMON AREAS.
- TOTAL TOILET AREA OF IAA CAMPUS and BUILDINGS INCLUDING ACADEMY AND HOSTEL BLOCK INCLUDING GENTS, LADIES AND THAT OF PHYSICALLY CHALLENGED.
- TOTAL AREA OF BUILDING, ANCILLARY BUILDINGS ITS PERIPHERY AND OPEN AREAS.

FOLLOWING IS THE BROAD LIST OF VARIOUS FACILITIES WHICH SHALL FORM A PART OF THE AREAS TO BE COVERED UNDER THE CONTRACT:

- All Buildings, Hostels, Offices, terraces and Open areas, including toilets..
- All Lounges, common areas of residential blocks.
- Ancillary buildings & Guest Rooms with toilets.
- Power House and its periphery.
- External periphery of the buildings with all facilities.
- Security gates and premises its periphery and entrance gates.
- Drains, Gutters and Inspection covers, Man Hole etc.
- Open Areas within the Campus Boundaries.
- All staircases and Basement Area Academy Block.
- Swimming Pool Complex Area including Sauna and Jacuzzi Facilities in Hostel Block.
- All Sports Area/ Playing Courts and Garden Area at Hostel Block.
- Any other area which is a part of IAA premises.

SCOPE OF WORK
FOR PEST CONTROL AND DIS-INFESTATION TREATMENT AND TRAPPING OF RATS

S.NO.	AREA	Name of Treatment	Insects Covered	Frequency	Chemical desired to be used	**Approx. Quantity	Brand Name of Manufacturer
01	As per ANNEXURE-VII	Disinfestations treatment	Ants & Cockroaches	Weekly	Fipronill, beta Cyfluthrin (10gms/litre water) OR DDVP Baygon Concentrate	01 UNIT 150 GM 100 GMS, required	MAXFORCE Gold Responser 025 SC Solfac 10 wp M/S Bayer India Ltd. Mumbai
02	As per ANNEXURE-VII	Rodent Control	Rats, Bandicoots Mice	Weekly	Bromadialone Glue traps	10 kg 15 nos	oban RB PCI, Mumbai Trubble Gum PCI Mumbai
03	As per ANNEXURE-VII	Fogging & Fly Control Service	Fruit flies, drain flies, house flies. Adult mosquitoes	Bi Weekly/ as and when required	Cyfluthrin (4gms/ltr) Deltamethrin 2.5% U. V Keothrin	100 gms 200 ml N/A	Solfac IOWP Bayer India Ltd. Mumbai King Fog NBayer India Ltd. Mumbai
04	As per ANNEXURE-VII	Disinfestations treatment	House flies	Daily	As per the standard practice and as directed by the Engineer-in-charge		
05	As per ANNEXURE-VII	Mitigating Animal menace at Campus	Cats and dogs	Weekly/as and when required	2 to 3 Iron Cages at Different location and chemicals. (after trapping the trapped Animals will be safely handled and let out away from the city limit. e.g. approx. 10 to 20 km from Campus remises		

CHECK LIST- FORMAT TO BE FILLED UP FOR NECESSARY RECORD AND PAYMENT

01	Date & Time	Date (to be filled up by contractor)	Time (to be filled up by contractor)
02	Name of the treatment (s):	(to be filled up by contractor)	(to be signed by Admin)
03	Specific advices and places mentioned for specific services apart from usual areas as instructed by Sr. Consultant, IAA	(to be filled up by Admin)	
04	Name of the materials used for each treatment Name & Amount	MATERIALS	APPROX. QUANTITY
05	Name of the Supervisor	(to be filled up by Admin)	(to be signed by Supervisor)
06	Observation and shortcomings observed by Supervisor reported to Sr. Consultant, IAA	(to be filled up by Department)	
07	Special care taken at any specific area		
08	Name of person carrying out the services		
09	Observation and certification of Authority		
		(to be filled by contract agency/Department)	
		01	
		02	
		(to be filled by contract agency)	
		(to be filled up by Sr. Consultant, IAA or his authorized representatives)	
10	Certified that payment action may be initiated	Supervisor	(to be filled up by Sr. Consultant, IAA)

Name of work : Providing Pest Control Services at Indian Aviation Academy, Vasant Kunj, New Delhi

TENDER DOCUMENT

ENVELOPE – II (FINANCIAL BID)

**Indian Aviation Academy
Vasant Kunj,
NEW DELHI-110070**

SCHEDULE OF QUANTITY

Name of work :- Providing Pest Control Services at Indian Aviation Academy, Vasant Kunj,
New Delhi

S.N o.	Description of Items	Unit	Qty.	Rate in figure and words in Rs & paisa	Amount in Rupees
	<p>Providing pest control services for :</p> <p>(i) One manpower for a spraying operation with the mixture of melathion 50% E.C. and nuvan 76% E.C. in the ratio of 1:3 (1 part nuvan:3 part melathion) by volume basis inside offices, corridors, toilets & outside the building i/c pits, drains and garden area etc. and fogging operation by fogging machine & necessary T&P. (It includes the hiring charges of spray machine, T&P, manpower and cost of chemical.</p> <p>(ii) One persons should be deployed for fogging machine as and when required and the area where fogging is required should be as per direction and satisfaction of Engineer-In-Charge. (It includes the hiring charges of fogging machine, T&P and manpower, cost of diesel, petrol and chemical etc. as and where required.</p> <p>(iii) Supplying and Placing of glue traps (1'x1') and rat cages in the rooms/cabins or wherever required in the complex and disposal of caught rat glue trap outside the boundary.</p> <p>(iv) Diluting and injecting chemical emulsion for POST CONSTRUCTIONAL anti-termite treatment including the cost of chemical emulsion. Treatment at point of contract of wood work nu chemical emulsion chlopyriphos / Lindane (in oil or kerosene based solution) @ 0.5 liters per hole by drilling 6 mm dia holes at downward angle of 45 degree at 150 mm centre to centre and sealing the same.</p> <p>(v) Supplying and placing of rodenticides Bromadiolone R.B. cakes 0.005% of 100 gm to be used in holes of rodents in surrounding area of building to control Rat / Rodents complete.</p> <p>(vi) Providing anti - cockroach treatment tube (wt 35 gm) of Max Forte Fipronil 0.03%.</p> <p>(vii) Mitigating Animal including cats and dogs menace at Campus 6 to 10 Iron Cages at Different location and chemicals. (after trapping the trapped Animals will be safely handled and let out away from the city limit.e.g. approx. 10 to 20 km from Campus premises.</p> <p>All above activities shall be carried out by the trained technician as prescribed and supervised by the supervisor on weekly bases, at the locations mentioned in Annexure-VII in accordance with Annexure- VIII as per the directions and satisfaction of Engineer-In-Charge.</p>	Per Month	12		

(Signature of the Contractor/firm)

Sr. Consultant, IAA

With Rubber Stamp

(To be submitted on Company's Letter head)