



AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LTD

TENDER DOCUMENT

NAME OF THE WORK

**Supply & Commissioning of “Steel reinforced, single side deck,
perforated Plastic Pallets- 1200 x 1200 mm”
to AAICLAS Cargo Units at Goa, Amritsar & Jaipur Airports**

Tender No. 2019_AAICL_36029_1

INDEX

NAME OF WORK: Supply & Commissioning of “Steel reinforced, single side deck, perforated Plastic Pallets- 1200 x 1200 mm” to AAICLAS Cargo Units at Goa, Amritsar & Jaipur Airports.

Steel reinforced, single side deck, perforated Plastic Pallets- 1200 x 1200 mm—46 nos.

Sl.No.	PARTICULARS	PAGE NOS.
1.	Tender Schedule	3
2.	Tender Notice uploaded	4
3.	Notice Inviting E-Tender (Section-I)	5 –8
4.	Check list for documents to be uploaded	9
5.	E-tendering guidelines to Tenderers (Section-II)	10 - 11
6.	Definitions (Section-III)	12
7.	General Terms and Conditions (Section-IV)	13– 16
8.	Special Terms Conditions of Contract (Section-V)	17 - 21
9.	Technical Specification(Annexure-A)	22-23
10.	Undertaking-cum-Declaration (Annexure-B)	24
11.	Finance bid format (in .xls)	

This tender documents contains a total of 24 pages (serially numbered from 1 to 24), including the cover page and this page.

Regional Manager (NR/WR),
AAI Cargo Logistics & Allied Services Co. Ltd.
Safdarjung Airport, New Delhi-110003
Ph: 9670995566

TENDER SCHEDULE

01.	Name of Work	Supply & Commissioning of “Steel reinforced, single side deck, perforated Plastic Pallets- 1200 x 1200 mm” to AAICLAS Cargo Units at Goa, Amritsar & Jaipur Airports.			
		Goa-06, Amritsar-10 & Jaipur-30= Total 46Nos.			
		Goa	Amritsar	Jaipur	Total
		06	10	30	46
02.	Tender No.	2019_AAICL_36029_1			
03.	Estimated cost.	Rs.187,726/-			
04.	Tender cost (Non-refundable)	Rs. 1,180/-			
05.	EMD (by Demand draft only)	4693/- (Rupees four thousand six hundred ninety three only)			
06	Tender publishing Date	15/11/2019 - 18:00 hrs			
07	Bid Document Sale Start Date & Time	15/11/2019 - 18:00 hrs			
08	Bid Document Sale End Date & Time	05/12/2019 - 14:30 hrs			
09	Clarification Start Date & Time	15/11/2019 - 18:00 hrs			
10	Clarification End Date & Time	19.11.2019 - 17:30 hrs			
11	Bid Submission Start Date & Time	19/11/2019 - 18:00 hrs			
12	Bid Submission End Date & Time (online)	05/12/2019 - 14:30 hrs			
13	Last date of offline submission of original documents of tender fee, EMD and unconditional acceptance letter in the O/o Bid Manager (No postal delay will be accepted)	06.12.2019 - 13:00 hrs			
14	Bid Opening physical documents (Fee cover-original) – Offline	06.12.2019 - 14:30 hrs			
15	Date of opening of cover-I (Fee details)	06.12.2019 - 14:30 hrs			
16	Date of opening of cover-II (Pre-qualification/Technical)	06.12.2019 - 15:00 hrs			
17	Date of opening of cover-III(Financial Bid)	Will be intimated later on, by CPP portal			

NOTE:- AAICLAS may at its discretion extend/change the schedule of any activity by intimating the bidders through a notification on the e-tender portal.

Clarification after the due date stipulated above and received in other mode other than through CPP portal will not be entertained and no request for extension of date on any grounds will be granted / entertained.



एएआइ कार्गो लोजिस्टिक्स एण्ड एलाइड सर्विसेस कंपनी लिमिटेड

(एक एएआइ सहायक)

AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LIMITED

(An AAI Subsidiary)

AAICLAS Complex, Delhi Flying Club Road, Safdarjung Airport, New Delhi-110003

e-TENDER NOTICE

(Tender Ref No 2019_AAICL_36029_1)

Tender invited through the NIC CPP e-tendering portal given below by (Bid Manager) on behalf of CEO, AAICLAS from the Manufactures/Authorized dealers for the work of **"Supply & Commissioning of "Steel reinforced, single side deck, perforated Plastic Pallets- 1200 x 1200 mm" to AAICLAS Cargo Units at Goa, Amritsar & Jaipur Airports".** as mentioned below.

Steel reinforced, single side deck, perforated Plastic Pallets- 1200 x 1200 mm—46 nos.	Goa	06
	Amritsar	10
	Jaipur	30
Total		46

The tendering process is online at NIC CPP e-portal URL address <http://etenders.gov.in> Aspiring bidders may go through the tender document by "Guest User" Login.

Prospective Tenderers are advised to get themselves acquainted for e-tendering participation requirements at "Guidelines for Bidders", register themselves at NIC e-tendering portal, obtain 'User ID' & 'Password' and go through the 'Self Help files' available in the Home Page after log in to the portal <http://etenders.gov.in> They should also obtain Class III Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 day time. The tenderer may also take guidance from AAI Help Desk Support (contact details mentioned in tender document)



SECTION - I

NOTICE INVITING E-TENDER

Following 3 covers shall be submitted through online e-portal by the bidders.

COVER – I (OFFLINE & ONLINE)


1.OFFLINE - Original Demand Draft for Rs.1,180/- towards Tender Cost (inclusive of GST) drawn in favour of **AI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LIMITED**, payable at Delhi and to be forwarded to the office of Regional Manager (NR/WR), AAI Cargo Logistics & Allied Services Co. Ltd. Safdarjung Airport, New Delhi-110003 on or before the stipulated date and time, failing which tender of bidder will be summarily rejected. No postal delay will be accepted.

- 1.1  **ONLINE** – Upload scanned copy of above Demand Draft being proof of payment of Tender Cost.
2. **OFFLINE** – Original Demand Draft for Rs.**4693/- (Rupees four thousand six hundred ninety three only)** towards Earnest Money Deposit drawn in favour of '**AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LIMITED**', payable at Delhi and to be forwarded to the office of Regional Manager (NR/WR), AAI Cargo Logistics & Allied Services Co. Ltd. Safdarjung Airport, New Delhi-110003 on or before the stipulated date and time, failing which tender of bidder will be summarily rejected. No postal delay will be accepted.
3. 2.1  **ONLINE** – Upload scanned copy of above Demand Draft being proof of payment of Earnest Money Deposit.

(Or)

Note:-The bidders registered under Single Point Registration Scheme of NSIC/MSME/Make in India Startup are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs), extended by the Govt. of India. Such bidders should submit a copy of valid NSIC/MSME/Make in India Startup Registration Certificate in Cover-I **both OFFLINE & ONLINE** to claim exemption from Tender Cost & EMD.

3. **OFFLINE** - Original Undertaking-cum-Declaration of Unconditional acceptance of Terms & Conditions of Tender, as per Annexure-B is to be forwarded to the office of Regional Manager (NR/WR), AAI Cargo Logistics & Allied Services Co. Ltd. Safdarjung Airport, New Delhi-110003 on or before the stipulated date and time, failing which tender of bidder will be summarily rejected. No postal delay will be accepted .

3.1  **ONLINE** –Upload scanned copy of Undertaking-cum-Declaration of Unconditional acceptance of Terms & Conditions of Tender, as per Annexure-B.


NOTE: In order to reduce the file size, bidders are suggested to scan the documents in 100-200 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

Cover 2: Pre-Qualification/ Technical -containing qualifying requirements of Contractor / Firm:-


The tenderer shall submit the required information and upload the **digitally signed file of scanned documents (online)** in support of their meeting each criteria mentioned below in the "Cover 2" i.e. Pre-Qualification /Technical.

Qualifying requirements of contractors / firms


- 2.1 The tenderer should be Original Equipment Manufacturer (OEM) or its authorized representative/Dealer/Distributor.

 Upload – Scanned copy of authorized dealership certificate from OEM in case of dealer.


- 2.2 Should have copy of PAN.

 Upload scanned copy of PAN


- 2.3 Should have copy of GST Registration certificate.

 Upload scanned copy of GST Registration certificate.


- 2.4 Should have annualized average financial turnover of at least 5 lakhs during last three financial years, ending 31st March 2019.


 Upload Scanned copy of Balance Sheet & Profit & Loss statement for the fin. year 2016-17 , 2017-18 & 2018-19

- 2.5 Should have Experience in the fabrication of similar items during the last three years ending by 31/10/2019 **to a minimum value of Rs 2 Lacs on Single Order** and should have performance certificate issued by user indicating the Purchase Order No. / Invoice No. and satisfactory performance of the supplied equipment.

 Upload scanned copy of Work Order with its satisfactory Completion Certificate/commissioning certificate in support of the above.


- 2.6 Should fill and sign **Annexure – A**, Technical Specification.

 Upload scanned copy of filled & signed copy of Annexure-A, Technical Specification.

- 2.7  upload scanned copy of Product leaflet / brochure in support of Tech. Specs. being offered is to be enclosed.

- 2.8  Upload Digitally signed complete set of tender documents in all pages.

Cover 3:Financial Bid

 Upload online Financial Bid from the e-Tendering portal for the items as detailed in Price Schedule (Annexure-C).The schedule of Quantity given in the form of Microsoft excel file (.xls) may be downloaded. The tenderer shall fill up the "name of the company" & "rates" against each line item and "validate" it, and save and upload it in this cover.

(Tenderers may note that except filling up the details like name of the firm and the rates for the line items, no other changes should be made in the file including the renaming of the file, failing which the BOQ may not be accepted by the system).

MODE OF SUBMISSION OF ORIGINAL TENDER COST AND EMD AMOUNT:

Original Demand Draft(s) (DD's) and signed unconditional acceptance of AAICLAS's tender condition to be sent to **O/o** Regional Manager (NR/WR), AAI Cargo Logistics & Allied Services Co. Ltd. Safdarjung Airport, New Delhi-110003 Tender of bidder whose original Tender cost, EMD/Valid EMD Exemption letter, Declaration in case of MSEs and unconditional Acceptance are not received by stipulated time then their bid will be summarily rejected. Any postal delay will not be entertained.

The original DD/Pay order/Banker's Cheque towards Tender Cost, Earnest Money Deposit (EMD) / Valid EMD Exemption letter and Unconditional Acceptance letter shall be submitted offline (Postal/Physical) to the Bid manager and the scanned copies furnished at the time of online bid submission should be the same otherwise the Bid of the firm will be summarily rejected.

During the bid evaluation, EMD exemption shall be granted to the NSIC/MSME/Make in India Startup registered firm. In case the NSIC/MSME/Make in India Startup registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected.

Bid Opening Process (online):-

Cover 1 – Fee details

Fee cover submitted in online portal shall be opened first along with original requisite documents submitted offline..

Cover – 2 – Pre-Qualification / Technical

Cover – 2 of those firms who are found meeting all the requirements of "Cover-1" only shall be opened.

If any clarification is needed from the bidder about the deficiency in these uploaded documents in **Cover-2**, the same shall be asked to provide it through short fall Document folder in e-tendering portal. The bidder shall upload the requisite clarification / documents within stipulated time intimated by Bid Manager, failing which tender will be liable for rejection.

Cover – 3 – Financial Bid

Cover – 3 of those firms who are found meeting all the requirements of "Cover-1 & 2" only shall be opened.

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

1. AAICLAS reserves the right to accept or reject any or all applications without assigning any reasons. AAICLAS also reserves the right to call off tender process at any stage without assigning any reason.
2. AAICLAS reserves the right to reject the tender of working agencies whose performance at ongoing project(s) is below par and usually poor and has been issued letter of restrain / temporary / permanent debar by any department of AAI/AAICLAS. AAICLAS reserve the right to verify the credential submitted by the agency at any stage (before or after the award of the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then AAICLAS shall take the following action.
3. Consortium / JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
4. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
5. Public procurement policy for Micro, Small and Medium enterprises registered under MSMe shall be followed as per the directives of Government of India prevailing at the date of acceptance.
6. If the entity participating in any of the tenders is a private or public accompaniment, Partnership firm or proprietary firm and any of the Directors / Partners / Proprietor of such
7. company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAICLAS and has outstanding dues payable to the AAI/AAICLAS then the said entity shall not be allowed to participate in AAI/AAICLAS tenders.
8. The total rates quoted shall be inclusive of all taxes, duties, transportation and any other charges.

Regional Manager (NR/WR),
AAI Cargo Logistics & Allied Services Co. Ltd.
Safdarjung Airport, New Delhi-110003
Ph: 9670995566

CHECKLIST FOR DOCUMENTS TO BE UPLOADED ON-LINE

Sl. No.	Name of the Documents	Cover	Enclosed
01.	Scanned copy of Demand Draft for Rs.1,180/- being proof of payment of Tender Cost.(OR) Scanned copy of Exemption Registration Certificate.	I	Yes / No
02.	Scanned copy of Demand Draft for Rs. 4693/- (Rupees four thousand six hundred ninety three only) /- being proof of payment of EMD.(OR) Scanned copy of Exemption Registration Certificate.	I	Yes / No
03.	Scanned copy of Undertaking-cum-Declaration on Unconditional acceptance of Terms & Conditions.(Annex-B)	I	Yes / No
04.	Scanned copy of documentary proof for OEM/Authorized dealer.	II	Yes / No
05.	Scanned Copy of PAN	II	Yes / No
06.	Scanned copy of GST registration certificate	II	Yes / No
07.	Scanned copy of last 3 years P & L and Balance Sheet	II	Yes / No
08.	Scanned copy of successful execution of order value as stated in clause 2.5 of Pg No. 7 supported with P.O, Invoice Copy & satisfactorily completion certificate/ commissioning certificate.	II	Yes / No
09.	Scanned copy of filled & signed copy of Annexure-A i.e. Technical Specification	II	Yes / No
10.	Scanned copy of Product leaflet / brochure in support of Tech. Specs. being offered	II	Yes / No
11.	Any other documents required to fulfill the eligibility criteria of the requirement of tender conditions	II	Yes / No
12.	Uploading of the rates duly filled in the .xls file in the portal for the items given in Schedule 'A'. (Tenderers may note that except filling up the details like name of the firm and the rates for the line items, no other changes should be made in the file including the renaming of the file, failing which the BOQ may not be accepted by the system).	III	Yes / No

SECTION : II

E-TENDERING GUIDELINES TO TENDERERS

1. E-Tendering Participation Requirements : Interested vendors willing to participate through e-tendering process are required to register themselves on the portal <https://etenders.gov.in> the process given below :
 - 1.1. Click on the link “**New bidder**”. Apply for Access authentication User name and Password. The system generated user identification (UID) followed by Password is essential for downloading and participating in E-tender. The tender document is uploaded by AAI using digital signatures. However, digital signature is not required for downloading of tender document. The portal can be **viewed through guest user (ID)** for getting tender details & other information at portal.
 - 1.2. Vendors who are already registered with the portal can use their existing User ID & Password to log into the portal.
 - 1.3. There is no registration fee applicable. However, bidder(s) shall have to pay RFP processing fees through electronic payment mode if need to be paid.
 - 1.4. **(i)** For any technical assistant with regard to the functioning of the portal the bidders as well as AAICLAS users may establish contact according to the escalation matrix as mentioned below:
 1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120 – 4200462, 0120 – 4001002
Note –Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.
Tel: 0120 – 4200462, 0120 – 400 1002.
Mobile: 91 8826246593
E-mail: suppoet-eproc@nic.in
 2. For any Policy related matter / clarifications please contact Dept of Expenditure, Ministry of Finance.
E-Mail: cphp-doe@nic.in
 3. For any Issues / Clarifications relating to the publishing and submission of AAICLAS tender(s)
 - a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <http://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).
 - b. Before submitting queries, bidders, are requested to follow the instructions given in “Guidelines to Bidders” and get their computer system configured according to the recommended settings as specified in the portal at “System Settings for CPPP”.

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

SN	Support Persons	Escalation Matrix	E-mail address	Contact numbers	Timings
1	Aman Mishra	Instant support	ak.mishra742@gmail.com	Mob:+918804377070	0930-1800 Hours (MON-FRI)

***The Helpdesk services shall remain closed on all Govt/Gazetted / Holidays.**

(ii) The above mentioned help desk numbers are intended only for queries related to the issue on e-tendering portal and help needed on the operation of the portal. **For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager from AAICLAS.**

- 1.5. Digital Certificates: Vendors are required to obtain digital certificate of Class III from authority duly certified from Govt. of India. (Please see www.cca.gov.in)
- 1.6. Bidders training support system: Detailed information in this regard have been provided to the bidders at the portal <https://etenders.gov.in> portal
- 1.7. Training support system for registered bidders is given inside the portal and visible to the registered bidders only.

SECTION –III

DEFINITIONS

1. "AAICLAS" means the AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LIMITED
2. "The Bidder / Tenderer" means the individual or firm who participates in this tender and submits its bid.
3. "Bid Manager" means the AAICLAS executive responsible for signing all documents from AAICLAS side and shall coordinate all the activities of the project with the bidder / contractor.
4. "The Contractor" means any individual or firm or company to whom the contract shall be awarded for supply of machine against this tender.
5. "Day" means a day starting from 0000 hrs. to 2400 hrs.
6. "Hour" means an hour of 60 minutes. For the purpose of calculation, fraction of an hour upto 30 minutes will be ignored and more than 30 minutes will be treated as full one hour.
7. "Month" means a calendar month or a cycle month depending on the date of commencement of the contract. For all pro-rate calculation, the number of days considered in a month will be 30.
8. "The Award Letter / Work Order" means the order placed on contractor / firm for providing of vehicle on hire basis.
9. "The Contract" means the agreement signed between the AAICLAS and the Contractor as per the terms and conditions contained in the tender.
10. "The Contract Price" means the price payable to the Contractor under the Works Order for the full and proper performance of its contractual obligations.
11. "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit has not been attached, or the required data has not been provided with the Bid or incomplete bids or intentional errors have been committed in the Bid.

Office of Regional Manager (NR/WR),
AAI Cargo Logistics & Allied Services Co. Ltd.
Safdarjung Airport, New Delhi-110003

SECTION : IV

GENERAL TERMS AND CONDITIONS

1. The e-Tenders as per the prescribed Form, are invited in open tender three cover system:

- (i) Cover - I : Fee Details
- (ii) Cover - II : Pre-qualification Bid /Technical Bid.
- (iii) Cover -III : Financial Bid

2. Not more than one Tender shall be submitted by a tenderer. 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. No single firm shall be permitted to submit two separate tender application.
4. The right to accept the tender in full or in part / parts will rest with AAICLAS. The Tenderer is bound to perform the contract at his quoted rates. However, AAICLAS does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received or cancel the tender without assigning any reason thereof. No claim whatsoever will be entertained on this account.
5. The 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 job to be done and of conditions and local conditions and other factors bearing on the execution of the nature of specified job.
6. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will liable to be rejected.
7. The Tender for the work shall remain open for acceptance for a period of ninety (90) days from the date of opening of Pre-qualification Bid.
8. On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Regional Manager or his authorized representative , which shall be communicated to the AAICLAS.

Note : AAICLAS shall not pay anything extra other than the rates quoted.

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

EMD of the value of Rs. **4693/- (Rupees four thousand six hundred ninety three only)** shall be deposited by means of DD.

No interest or any other expenses, whatsoever, will be payable by AAICLAS on the EMD in any manner. The EMD of unsuccessful bidders received shall be refunded. The refund of EMD to bidder who fails to qualify the eligibility/technical stage shall be initiated automatically within 7 days of their rejection. For all bidder who financial bids are opened the refund of EMD except for L-1 bidder shall be processed within 7 days of opening of financial bid.

On acceptance of the tender, the EMD of successful tenderer will be treated as part of the security deposit. The EMD will be forfeited under the following condition

- 9.1 If any Tenderer withdraws his Tender before expiry of the validity period of Tender or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then the AAICLAS shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD absolutely.
- 9.2 The EMD will be forfeited if the contractor fails to comply with any terms and condition of this tender documents without prejudice to other right of AAICLAS under this contract.
- 9.3 The EMD shall be forfeited if the tenderer fails to furnish the security deposit by due date.
- 9.4 Any tenderer who does not accept the offer after its award in their favour would result into forfeiture of their EMD and action will be taken to debar from future participation in Tender for a period of 3 (three) years.
- 9.5 If the credential submitted by the firm is found to be incorrect or have some discrepancy which disqualifies the firm, then the EMD submitted by the Firm will be forfeited and the firm will be debarred from tendering for a period of 3 (three) years apart from any other appropriate / legal action.

10. SECURITY DEPOSIT (S.D.)

- 10.1 The contractor whose tender is accepted, will be required to furnish Security deposit @ 10% towards cost of procurement of item i.e. cost of Plastic pallets – 46 nos. (excl . taxes, duties, transportation)

The above said security deposit(s) shall be furnished in the form of Demand Draft payable at Delhi and in favour of, **AAI Cargo Logistics and Allied Services Company Ltd** 'or by submitting bank guarantee in AAICLAS's format from a Nationalized / Scheduled Bank (But not from co-operative or Gramin Bank) after adjusting EMD. No interest on or any other expense whatsoever, on security deposit is payable by AAICLAS. The guarantee shall be submitted within 30 calendar days from the issue of Award Letter and will be valid till 90 days after the end of the expiry of the contract.

The contractor shall have an option either to deposit the entire SD (the balance portion after EMD adjustment) at one time or it will be deducted from the bill.

- 10.2 After termination / expiry of the contract, the security deposit held by the AAICLAS will be released to the contractor within a period of three months subject to realization of dues, if any to be made from the contractor.
- 10.3 AAICLAS shall have unqualified option to forfeit the S.D if the contractor failed to carry out the services as per the terms and condition of the contract without prejudice to other rights and remedies available to AAICLAS. Any sum of outstanding dues against the Contractor including any amount on acceptance and liquidated damages shall be recovered from the S.D. AAICLAS shall also have the rights to forfeit or appropriate towards the damages or losses that may be sustained by AAICLAS due to any act / commission or defaults by the Contractor.
11. 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 and lowest evaluated bid in technically are commonly conformity with the

requirements of the specifications and contract documents. The Accepting Authority shall be the sole judge in this regard.

12. 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.
13. 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 AAICLAS as required in the specifications and contract documents. Any modification in the terms and conditions of the tender, which are not acceptable to AAICLAS, shall also be treated as a major modification.
14. Tenderer shall submit a responsive bid, failing which his/her tender will be liable to be rejected.

15. **Rates**

- 15.1 All rates shall be quoted in Indian Rupee in Financial Bid only. Conditional financial bid shall be rejected.
- 15.2 It will be the responsibility of the firm to find out Octroi / State Entry Tax, generating e- way bill & Other duties and levies, which are imposed by different States, while the stores are in transit on its way to final destination at Goa, Amritsar & Jaipur Airport and accordingly quote in the Financial Bid. If the rates are not mentioned against a particular price Components in financial bid in e-portal it shall be presumed to be Rs. 0.00.

Any remarks such as Octroi, Duties, Taxes or any other charges "if applicable shall be charged extra" shall disqualify the tender.

- 15.4 **No form C & D shall be provided by AAICLAS.**
- 15.5 **If the bidder quotes for an equipment which is having additional / extra or superior features over and above AAICLAS's required technical specifications as per Annexure – A, it shall be presumed / deemed to have been included in the basic cost and no preference shall be given in respect of price consideration.**
16. The bidders shall quote the 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.
17. The bidder shall duly attest all corrections, cancellation and insertions.
18. The Bidder's offers shall be with reference to section and clause numbers given in the tender schedules.

19. **BID EVALUATION.**

The evaluation criteria / comparison of rates as quoted as per Financial Bid for identifying the lowest bidder **shall be based on the lowest rate inclusive of all offered for supply of product at various Airports mentioned** and in the event of participation by NSIC/MSME/Make in India Startup registered firms. Public procurement policy for Micro, small and medium enterprises registered under NSIC/MSME/Make in India Startup shall be followed as per the directives of

Government of India prevailing at the date of acceptance. AAICLAS's decision in evaluation process shall be final and binding on all bidders.

20. In the tender process , if any of the prescribed conditions in the tender are not fulfilled or are incomplete in any respect, the tender is liable to be rejected.
21. The Contractor shall not be permitted to tender for works in AAICLAS, 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 AAICLAS .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: By the term 'near relative' means wife, husband and parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunty and cousin and their corresponding in laws.
22. The Tenderers shall furnish a declaration that none of their near relatives is posted in AAICLAS as officer responsible for award and execution of this particular tender/work as per Annexure-B.
23. No Gazetted officer employed in Engineering or Administrative duties in an Engineering department of Government of India or AAICLAS is allowed to work as contractor or his representative, for a period of two years of his retirement from the Government / AAICLAS Service, without the prior permission of the Government of India / AAICLAS. 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 / AAICLAS as aforesaid before submission of the tender or engagement in the contractor's service.
24. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the Head of the Tendering Department, in the o/o Regional Manager (NR/WR), AAI Cargo Logistics & Allied Services Co. Ltd. Safdarjung Airport, New Delhi-110003 or his representative, within 30 days from date of issue of Award Letter.
25. Tenders shall be received by the Accepting authority upto the date and time and shall be opened on the due date and time as detailed in the Notice inviting Tender.
26. AAICLAS shall be sole judge in the matter of award of contract and the decision of AAICLAS shall be final and binding.
27. The items are to be delivered to the Airports mentioned. No part order will be accepted.

I / We agree to abide by the General Terms and Conditions contained in the Tender as above.

Signature of the tenderer with seal

SECTION : V
SPECIAL CONDITIONS OF CONTRACT

NAME OF WORK: "Supply & Commissioning of "Steel reinforced, single side deck, perforated Plastic Pallets- 1200 x 1200 mm" to AAICLAS Cargo Units at Goa, Amritsar & Jaipur Airports".

as mentioned.

Steel reinforced, single side deck, perforated Plastic Pallets- 1200 x 1200 mm—46 nos.	Goa	06
	Amritsar	10
	Jaipur	30
Total		46

1. VALIDITY

The bids shall remain valid for 90 days from the scheduled due date of submission of bids.

2. CONSIGNEE

The delivery , as per the mentioned quantity , has to be made as per the list of various Airports mentioned. i.e., Goa, Amritsar & Jaipur.

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.

4. TERMS OF PAYMENT & PAYING AUTHORITY

100% of payment shall be made by AAICLAS Cargo Logistics and Allied Services Company Limited on receipt of the material at site in good condition and upon satisfactory commissioning.

No Security Deposit will be deducted from the payment in case the firm submits a bank guarantee from a Nationalized Bank/Schedule Bank (as per RBI Schedule) acceptable to the purchaser.

5. DELIVERY SCHEDULE, INSPECTION/TESTING OF MATERIAL & LIQUIDATED DAMAGES

The total time allowed for supply of material at consignees address is 30 days from the date of Prototype inspection.

Prototype unit to be offered for inspection within 15 days of placement of confirmed Purchase Order. Overall time period should not exceed 45 days.

If the supplier fails to supply the material as per delivery Schedule, liquidated damages calculated at the rate of 1% of undelivered stores per week or part thereof on contract price, subject to a maximum of 5% shall be levied and if the item is not supplied within reasonable time

after laps of delivery schedule AAICLAS shall have the right without any prejudice to cancel the order without any liability of cancelation charges.

6. **PACKING, FORWARDING AND SHIPMENT**

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.

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.

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.

The following documents shall be sent by registered post to the Purchaser within three days from the date of dispatch to enable the Purchaser to arrange progressive payment to the Contractor.

- a) Invoice
- b) Packing list
- c) Pre-dispatch Clearance Certificate, if any
- d) Test Certificate wherever applicable.

The Contractor shall prepare detailed packing list of all packages and container bundles and loose material forming each and every consignment dispatch to site. The Contractor shall further be responsible for making all necessary arrangement at his cost for loading / unloading and other handling rights from his works up to the site for F.O.R destination delivery.

The address details of consignees are as follows :

s.no	Station	Address Of consignee
1	Goa	Abhijeet Junior Executive (Cargo) Goa International Airport Dabolim, Goa - 403801 Email: abhijeet1@aai.aero Mob: 9891248151
2	Amritsar	J.P.KATYAL Senior Manager (Cargo) Airports Authority of India Shree Guru Ram Das Jee International Airport-Amritsar Phone -09871992567 Landline -01832204231
3	Jaipur	Prakash Toor Asstt.Gen.Manager (Cargo) Jaipur Intl' Airport, Jaipur – 302029. Email: aaiclas_jai@aai.aero Phone : 0141-2552739. Mobile: 9891200520

Important Note : sample of pallet to be provided for testing purpose during prototype inspection. **Drop test:** should withstand without breaking / cracking, 2

drops on 2 sides and 2 drops on the corner (same side and same corner), from a height of 3.5 metres.

It should not break or crack in the test.

7. WARRANTEE/GUARANTEE

The guarantee shall be valid for a minimum period of 12 (Twelve) months from the date of commissioning of the item or as per OEMs standard Warranty/Guarantee policy, whichever is later. During warranty period all the schedule & preventive maintenance & replacement of consumables should be attended free of cost. This may be taken into account before quoting the rates. During warranty period the consumables for scheduled & preventive maintenance will be provided by AAICLAS. However, parts failing due to poor workmanship / Quality shall be replaced by the supplier.

8. MATERIALS AND WORKMANSHIP

All the material and workmanship shall be of highest class and quality, capable of satisfactory operation when exposed to extreme/ specified atmospheric conditions.

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.

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.

11. FORCE MAJEURE CLAUSE

11.1 AAICLAS 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:

11.1.1 That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the supplier informs the purchaser in writing that the supplier considers himself entitled to an extension of the time limit.

11.1.2 That the supplier produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.

- 11.1.3 That the supplier proves that the said conditions have actually been interfered with the carrying out of the contract.
- 11.1.4 That the supplier proves that the delay occurred is not due to his own action or lack of action.
- 11.2 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.

12. TERMINATION OF CONTRACT AT PURCHASER'S INITIATIVE

1. The purchaser reserves the right to terminate the contract either in part or in full due to the reasons other than specified herein. The purchaser shall in such an event give 15 days' notice in writing to the contractor of the decision to do so.
2. 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 to obtain cancellation of all orders and contractors to the extent they are related to the work terminated and terms satisfactory to the purchaser stop all further subcontracting the purchaser in maintenance, protection and dis option of the work acquired under the contract by the purchaser.

13. ARBITRATION AND LAWS

Except where otherwise provided for in the contract all questions and disputes relating to meeting the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing what so ever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment there or shall be referred to the sole arbitration as may be appointed by the Chairman, Airports Authority of India. There will be no objection if the arbitrator so appointed is an employee of AAI and that he had to deal with the matter to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office, or being unable to act for any reason Chairman, Airports Authority of India at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract, such person shall be entitled to processed with the reference from, the stage at which it was left by the predecessor. It is also as terms of this contract that no person other than a person appointed by the Airports Authority of India as aforesaid should act as arbitrator.

Subject as aforesaid the provision of the arbitration act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is a terms of the contract that the party invoking arbitration under this clause together with the amount or amounts claimed in respect of each such disputes.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

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

The arbitrator shall be demanded to have entered on the reference on the date he/she issued notice to both the parties fixing the date of the first hearing.

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

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

14. AGREEMENT

The NIT, General/Special Terms & Conditions of Contract as specified above and Work order placed on Successful Tenderer or any other relevant letter, shall form the part of the agreement to be made with the AAICLAS. The Supplier shall enter into a contract agreement with AAICLAS, with in 30 (Thirty) days from the date of issue of Purchase Order to be executed on a non-judicial Stamp Paper of value Rs.100/- as per AAICLAS format and the cost of the same shall be borne by the supplier.

15. LAW GOVERNING THE CONTRACT

The contract shall be governed by the Indian Laws for the time being in force subject to the jurisdiction of Delhi High Court.

IMPORTANT NOTE: -

If any item is not mentioned/incorporated in the scope of work of e-NIT/ supply order, but necessary for successful commissioning of the equipment it shall be deemed to have been incorporated for which no extra payment shall be paid by AAICLAS.

(TO BE SUBMITTED IN COVER-II)**AAICLAS's Technical Specification**

NAME OF WORK: Supply & Commissioning of “Steel reinforced, single side deck, perforated Plastic Pallets- 1200 x 1200 mm” to AAICLAS Cargo Units at Goa, Amritsar & Jaipur Airports”.

Steel reinforced, single side deck, perforated Plastic Pallets

Sl.No.	Description	Requirement
1.	Length X Width	1200 X 1200 mm
2.	Height	150 to 160 mm
3.	Material	HDPE
4.	No of steel reinforcements	Minimum 3
5	Static load X Dynamic load	5000 X 1000 Kg
7	Minimum Weight	18 Kg
8	Color	RED
8	Estimated cost	@ 4081/- each



NOTE: Picture given above for Example purpose only.

Important Note : sample of pallet to be provided for testing purpose during prototype inspection.

Drop test: should withstand without breaking / cracking , 2 drops on 2 sides and 2 drops on the corner (same side and same corner), from a height of 3.5 metres.
It should not break or crack in the test .

Logo : AAICLAS logo to be embossed / printed on the pallet during production itself in contrast color

Date:

Signature of Tenderer / Authorized Signatory
(with Company Seal)

(TO BE SUBMITTED IN COVER -II)

UNDERTAKING-CUM-DECLARATION

**UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF TENDER,
NON-PAYMENT OF BRIBE, NON-PARTICIPATION OF NEAR RELATIVES AND
NON-BLACKLISTING / DEBARRING OF FIRM**

NAME OF WORK: Supply & Commissioning of “Steel reinforced, single side deck, perforated Plastic Pallets- 1200 x 1200 mm” to AAICLAS Cargo Units at Goa, Amritsar & Jaipur Airports.

Plastic Pallets, steel reinforced, single side deck, perforated Plastic Pallets—46 nos.

Tender No. 2019_AAICL_36029_1

1. I / we hereby certify that I / we have read the entire terms and conditions of the tender document made available to me / us in the www.etenders.gov.in which shall form part of the contract agreement and I / we shall abide by the conditions / clause contained therein.

I / We hereby unconditionally accept all the tender conditions of AAICLAS's tender document in its entirety for the above works. Any conditions submitted by us stands automatically withdrawn.

It is clarified that after unconditionally accepting all the tender conditions in its entirety, it is not permissible to put any remarks / conditions (except unconditional rebates on quoted rates if any) in the tender enclosed in cover "II" & III" and the same has been followed in the present case. Incase any provisions of this tender are found violated after opening cover "II" & "III". I / We agree that the tender shall be rejected and AAICLAS shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.

2. That, I /We declare that I/we have not paid and will not pay any bribe to any officer of AAICLAS for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAICLAS asks for bribe / gratification, I will immediately report it to the appropriate authority of AAICLAS.

3. I / We do hereby declare and state that none of my/our near relatives is posted in AAICLAS as officer responsible for award and execution of this particular tender/work and that no employee of AAICLAS is a Director / Proprietor / Partner or holding any other post in my/our Firm/Company. I / We further undertake to intimate the names of persons, if any who are working with me / us in any capacity or are subsequently employed by me / us and who are near relatives to any officer in AAICLAS.

4. I / We do hereby declare and state that our Firm / Company has not been blacklisted / debarred by CBI / CVC / AAICLAS / BCAS or any other Department of Govt. Of India / State Govt/PSU and have no outstanding dues payable to the AAICLAS/AAI.

5. I / We do further declare and state that all the above information given by me / us is true to the best of my/our knowledge and in case if it is found to be false / incorrect, AAICLAS shall have the absolute right to take any action as deemed fit / without any prior intimation to me/us.

Date:

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