



**AAI Cargo Logistics and Allied Services Co. Ltd (AAICLAS)**  
(An AAI SUBSIDIARY)  
ELECTRONICS DIVISION,  
New Integrated Cargo Terminal,  
NSCBI Airport, Kolkata – 700 052

**NOTICE INVITING E-TENDER**

**Name of the work:** Service Support for Integrated Cargo Management System  
(ICMS) at New Integrated Cargo Terminal, NSCBI Airport, Kolkata

**Estimated Cost : Rs. 36,47,000.00**

**E.M.D : Rs. 72,950.00**

**Time Period : One year**

**TENDER NO:** AAICLAS/ ICMS/ ELNCS-01/2019-20  
**CPPP Tender ID:** 2019\_AAI\_36191\_1

**Important Dates:**

Sl#	Activity	Date
1.	Download of Tender Document from <b><u>NIC CPPP E-Tender portal</u></b>	19/11/2019 to 03/12/2019 up to 12:00 Hrs
2.	Submission of clarifications by bidders through portal	26/11/2019 up to 17:00 Hrs
3.	Replies of Clarifications received through portal	28/11/2019
4.	Online Submission of Bids (Envelop I & II) on e-tender portal	28/11/2019 from 10:00 Hrs To 03/12/2019 up to 15:00 Hrs
5.	Submission of Tender Fee & EMD (Offline)	On or before 03/12/2019
6.	Opening of Eligibility cum Technical Bids	04/12/2019 at 15:00Hrs
7.	Opening of Financial Bids	11/12/2019 at 15:00Hrs
8.	Site visit for evaluation (except Holidays)	25/11/2019 to 28/11/2019

Kindly note Dates and Times are important, for uploading Tender documents in CPP-portal

This Tender Document contains 41 pages.

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## SECTION –I

### **NOTICE INVITING E-TENDER**

AAI Cargo Logistics and Allied Services Co. Ltd (AAICLAS) (An AAI SUBSIDIARY) invites sealed e-tenders from the professionally competent and experienced firms/organizations, OEM Authorized firms for the work of “Service Support for Integrated Cargo Management System (ICMS) at New Integrated Cargo Terminal, NSCBI Airport, Kolkata” through Govt. of India, Central Public Procurement portal. (<https://etenders.gov.in/eprocure/app>)

Sr. No.	Name of the Work	Estimated Cost (INR)	EMD Amount (INR) (Off-line Submission)	COST OF TENDER (INR) inclusive of GST (Offline submission)
1	Service Support for Integrated Cargo Management System (ICMS) at New Integrated Cargo Terminal, NSCBI Airport, Kolkata	Rs. 36,47,000.00	Rs. 72,950.00	Rs. 1,770.00

1. This tender is called through the electronic tendering process and can be downloaded / purchased from the CPP portal of AAI with URL address <https://etenders.gov.in>. A copy of the tender is also available for reference on AAI website [www.aai.aero](http://www.aai.aero). Please note that the submission of the tender is only through the **NIC CPPP E-Tendering portal at <https://etenders.gov.in/eprocure/app>**. The tenders will not be accepted in any other form. Further it may be noted that tenders are duly submitted on e-tender portal shall only be final and tenders just saved without submission will not be available to the evaluation committee. Bidders are requested to go through e-procurement portal guidelines, procedures & system requirements. In case of any technical difficulty, bidders may contact on the following help desk numbers & email ids.

2. **CPPP under GePNIC (Help Desk Services)**

- a. Any Queries relating to the process of online bid submission or queries relating to NIC CPP portal Technical Assistance, please call the Helpdesk, on following Telephone Numbers Tel: +91-120-4200462, +91-120-4001002, +91-8826246593. & Email Address: support-eproc@nic.in
- b. Before submitting queries related to system, bidders are requested to follow the instructions given in “Guidelines to Bidders” of CPP’s e-procurement portal and get their computer system configured according to the recommended settings as specified in the portal at “System Settings for CPPP”.
- c. For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance. E-Mail: ccppp-doe@nic.in
- d. In order to facilitate the Vendors / Bidders, the AAI Help desk services shall be available on all working days (except Sunday) between 0800-2000 hours and shall assist users related to the use of the CPP e-Procurement portal. The below mentioned help desk numbers are intended only for queries related to the ease of use on e-procurement portal.

However, AAICLAS shall not be responsible for any reason to bidders for not submitting the bids in the e-procurement portal.

e. For any technical assistance the escalation matrix as mentioned below:

SL No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Help Desk Team	Instant Support	<a href="mailto:eprochelp@aai.aero">eprochelp@aai.aero</a>	<b>011-24632950</b> <b>Ext:3512</b> (Six lines)	0800-2000 Hrs. (MON - SAT)
2.	Mr. Sanjeev Kumar, Manager (IT)	After 4 Hours of Issue	<a href="mailto:etendersupport@aai.aero">etendersupport@aai.aero</a>	<b>011-24632950,</b> <b>Ext-3505</b>	0930-1800 Hrs. (MON-FRI)
3.	General Manager(IT)	After 24 Hours	<a href="mailto:gmitchq@aai.aero">gmitchq@aai.aero</a>	<b>011-24657900</b>	0930-1800 Hrs. (MON-FRI)

f. The above mentioned help desk numbers are intended only for queries related to the issues on NIC CPP portal (e-procurement) 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.

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

3. a) Tender processing fee shall be **Rs. 1,770/-** (Rupees One Thousand Seven Hundred Seventy only) inclusive of GST and shall be non-refundable. EMD of **Rs. 72.950/-** shall be paid to AAICLAS, **offline** through Demand Draft in favour of **“AAI Cargo Logistics and Allied Services Co. Ltd (AAICLAS)” payable at Kolkata** from Nationalized/ scheduled Banks shall be accepted. Submission of Original DD shall be accepted offline. Submission of Original DD -Tender Fee & EMD (Earnest Money Deposit) shall be submitted on or before **03/12/2019** to the Bid Manager at the;

**Tender Inviting Authority:**

O/o. Jt. General Manager (Electronics),  
Electronics Department, Operational Offices,  
Airports Authority of India,  
NSCBI Airport, Kolkata, West Bengal 700052.

**BID Manager:**

RAVI. M. IRAGAR  
Sr. Manager (Electronics)  
Electronics Department, Operational Offices,  
Airports Authority of India,  
NSCBI Airport, Kolkata, West Bengal 700052.  
Email: ravimiragar@aai.aero

**Clarification needed if any may be send through e-tendering portal only**

- b) The tenders shall be rejected outright of the bidders who fail to submit the Tender Fee and EMD before the stipulated date.

**MSME/ NSIC Concessions:**

- c) **Concessions / award of work to the MSME registered with NSIC shall be applicable as per the directives of Govt. of India (<http://dcmsme.gov.in>). However, kindly note being a CAMC contract, work shall not be awarded by splitting the order.**
- d) NSIC, MSME, & Udyog Aadhar valid certificates shall be submitted to the Bid Manger as per 3.a) clause in stipulated time for exemption of Tender Fees & EMD. Firm shall also upload the valid certificates in e-portal.
4. Following 2 Envelopes shall be submitted through online at e-portal by the bidder. Last date and time of submission of bids (Envelope I -Eligibility & Technical Bid, II –Price Bid) is **03/12/2019 up to 15:00 hrs.**

**Envelope-I (Eligibility & Technical Bid):-** Containing qualifying requirements of Contractor / Firm:-

The bidder shall submit following Documents in Envelop-I,

- a) PAN Copy & GST Registration Copy.
- b) Unconditional Acceptance Letter as per Annexure-I.
- c) **Proof of Experience of Works:** Should have satisfactorily completed. (Phase/Part/subcontracted completion of the scope of work in a contract shall not be considered).

**One Work order value of Rs. 29, 17,600.00 or higher.**

**Or**

**Two separate Work Orders, each value of Rs.18,23,500.00 or higher.**

**Or**

**Three separate Work Orders, each value of Rs. 14,58,800.00 or higher.**

**In a single contract of similar nature of work:**

1. Data Centre/ Server Room onsite Management of Reputed firms / organization maintenance including Hardware, Software and Networking (Passive and Active), Server Management, Data base and Application software's on Service Level Support. In last Five (5) years ending on 31/03/2019 in India.
  2. Providing Technical Support with experienced manpower for onsite maintenance of Data Centre Management including Servers, Switches, Routers, Firewall, Storages, and UPSs, Passive Network Maintenance etc in single CAMC/AMC order or SLA Agreement. In last Five (5) years ending on 31/03/2019 in India.
- d) **Proof of satisfactory services:**  
Completion certificates for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. Firms showing work experience certificate from non-government / non-PSU organizations should submit copy of Tax Deduction at Sources (TDS) certificate in support of their claim for having experience of stipulated value of work.

- e) Articles of Memorandum of Association or Partnership Deed or Proprietorship Deed copy.
- f) Power of Attorney.- Annexure -II.
- g) Firm Registration / Incorporation Certificate Copy.
- h) Registration Details of Firm and Address -Annexure-IV.
- i) Bank Account Details of the Firm- Annexure –VI.
- j) Letter to be submitted in Eligibility & Technical Bid. Annexure-VII
- k) Declaration of Not Black-Listed/Debarred Firm. Annexure-VIII
- l) Undertaking for GST. Annexure-IX
- m) Compliance Statement-Annexure-V
- n) Average Annualized Financial Turnover:  
Bidder should have annualized abridged financial turnover of at least Rs.10,94,100.00 during last three years ending 31<sup>st</sup> March, 2019. As proof of financial turnover, copy of abridged Balance Sheet along with profit and loss account of the bidder duly certified by a Chartered Accountant.
- o) Signed Tender Document copy, (All pages shall be signed & sealed by the authorized designated official to sign the documents on behalf of firm)

All above documents shall be signed & sealed by the authorized designated official to sign the documents on behalf of firm

**Strictly requested /relevant documents only shall be uploaded in e-portal.**

#### **Envelope-II: FINANCIAL BID:**

The bidder shall use on-line Financial Bid Form on the e-tender portal for their price offer. (PRICE BID: SCHEDULE-A)

#### **5. Bids Opening Process is as below:**

**Envelope-I:** Containing Documents for **Eligibility & TECHNICAL BID** (uploaded by the contractors/firms) shall be opened on **04/12/2019 at 15:00 hrs.** The intimation regarding acceptance/rejection of their bids will be intimated to contractors/firms through e-tendering portal.

**Envelope-II:** The **FINANCIAL BID's** of the Contractors/Firms found to be meeting the qualifying requirements and technical criteria shall be opened on **11/12/2019 at 15:00 Hrs.**

Firm may visit the site before submitting the bids for proper evaluation from 25/11/2019 to 28/11/2019 (excluding holidays) with prior intimation in written request to the Bid Manger

- 6. 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.
- 7. AAICLAS reserve the right to disallow issue of tender document to working agencies whose performance at ongoing project(s) is below par and usually poor and has been issued letter of restrain/Temporary/Permanent debar by any department of AAICLAS.
- 8. AAICLAS reserve the right to verify the credential submitted by the agency at any stage (before or after the award the work). If any stage, any information/documents submitted by the contractor/ firm is found to be incorrect /false/forged or have some discrepancy which disqualifies the firm then AAICLAS shall take the following action:
  - a) Forfeit of the entire amount of EMD/Performance BG submitted by the firm.

b) The agency shall be liable for debarment from tendering in AAI and AAICLAS, apart from any other appropriate contractual/legal action.

9. Consortium / JV companies shall not be permitted.

10. Subcontracting of work to other vendor in any form/manner is strictly prohibited. At any point of time if it is observed that contract is subcontracted the contract shall be liable to be terminated and EMD / Performance Bank guarantee forfeited.

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

Senior Manager (Electronics)  
Electronics Department,  
Operational Offices,  
AAI, NSCBI Airport,  
Kolkata – 700 052.

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## SECTION - II

### INSTRUCTIONS TO BIDDERS

#### A. INTRODUCTION

##### 1. DEFINITIONS

- 1.1 "AAICLAS the Buyer" means the AAI Cargo Logistics and Allied Services Co Ltd.
- 1.2 "The Bidder / Vendor/ Firm /Contractor" means the individual or firm who participates in this tender and submits its bid.
- 1.3 "Project Leader AAICLAS" 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.
- 1.4 "The Supplier / Contractor" means the individual or firm taking up the work as defined under the Notice Inviting Tender. "The Works Order" means the order placed for the work **"Service Support for Integrated Cargo Management System (ICMS) at New Integrated Cargo Terminal, NSCBI Airport, Kolkata"** by the Buyer on the Contract signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.5 "The Contract" means the agreement signed between the Buyer and the Contractor as per the terms and conditions contained in the Works Order / Purchase Order.
- 1.6 "The Contract Price" means the price payable to the Contractor under the Works Order / Purchase Order for the full and proper performance of its contractual obligations.
- 1.7 "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit has not been submitted, or the required data has not been provided with the Bid or intentional errors have been committed in the Bid or documents submitted are not relevant.

##### 2. ELIGIBILITY CRITERIA :

**Following documents are to be submitted along with the Eligibility Bid (Envelope-I) in the "Eligibility & Technical folder" in Technical Bid/Attachments Section in the portal.**

- 2.1 The eligibility bid shall be submitted online on the e-tender portal. All the following supporting documents shall be scanned and uploaded in readable form at CPP e-tender portal corresponding to each criterion mentioned below for scrutiny by the evaluation team.
  - a) PAN copy & GST Registration Copy.
  - b) Un-conditional Acceptance Letter - Annexure-I
  - c) Proof of Experience of Works.
  - d) Proof of Satisfactory services.
  - e) Articles of Memorandum of Association or Partnership Deed or Proprietorship Deed copy.
  - f) Power of Attorney.- Annexure -II.
  - g) Firm Registration / Incorporation Certificate Copy.

- h) Registration Details of Firm and Address -Annexure-IV.
- i) Bank Account Details of the Firm- Annexure –VI.
- j) Letter to be submitted in Eligibility & Technical Bid. Annexure-VII
- k) Declaration of Not Black-Listed/Debarred Firm. Annexure-VIII
- l) Undertaking for GST. Annexure-IX
- m) Compliance Statement-Annexure-V
- n) **Annualized Average Turnover:**

Latest 3 years Balance Sheet as of 31.03.2019.

Bidder should have annualized abridged financial turnover of at least **Rs.10, 94,100.00** during last three years ending 31<sup>st</sup> March, 2019. As a proof of financial turnover, copy of **abridged Balance Sheet** along with profit and loss account of the bidder duly certified by a Chartered Accountant.

- o) Signed Tender Document (downloaded from portal-All pages shall be signed & sealed)

- 2.2 The firm shall comply with the statutory Govt. Labour Regulations for **PF, ESI & Bonus** of their employees working under this contract. No payment shall be released unless the bidder submits the relevant documents in compliance to **PF, ESI** norms for the employees placed at AAICLAS site under this contract, if eligible as per norms.

### 3. **COST OF BIDDING :**

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Buyer, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## B. **THE BID DOCUMENTS :**

### 4. **BID DOCUMENTS**

- 4.1 The required materials, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include-

Section - I	Notice Inviting Tender	
Section - II	Instructions to Bidders	
Section - III	General Terms & Conditions of the Contract	
Section - IV	Special Conditions of the Contract	
Annexure -I	Unconditional Acceptance Letter	To be submitted in Envelope-I
Annexure -II	Power of Attorney Performa	To be submitted in Envelope-I
Annexure -III	Bank Guarantee Performa	
Annexure -IV	Registration Details of Firm and Address	To be submitted in Envelope-I
Annexure -V	Compliance Statement	To be submitted in Envelope-I
Annexure -VI	Bank Account Details of The Firm	To be submitted in Envelope-I
Annexure-VII	Letter to be submitted with the Technical Bid	To be submitted in Envelope-I
Annexure-VIII	Declaration of Not Black-Listed/ Debarred Firm	To be submitted in Envelope-I
Annexure-IX	Undertaking for GST	To be submitted in Envelope-I
	Duly Signed NIT Document (Downloaded from CPP-portal)	To be submitted in Envelope-I
<b>Schedule-A</b>	<b>Price Schedule-A</b>	<b>ON-LINE</b>

- 4.2 **The Bidder is expected to examine all instructions, forms, terms and specifications** in the Bid Documents. Failure to furnish all information required as per the Bid

Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

## **5. AMENDMENTS TO BID DOCUMENTS**

- 5.1 At any time, prior to the date of submission of bids, the Buyer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 5.2 The amendments shall be communicated to all prospective bidders as corrigendum on the e-tender portal and these amendments will be binding on them.

## **C) PREPARATION OF BIDS :-**

### **6. DOCUMENTS COMPRISING THE BID:**

- 6.1 The bid prepared by the bidder shall be in Two parts to be submitted as. Each part to contain the following components:

- 6.1.1 **Eligibility & Technical Bid:** for provision of “Service Support for Integrated Cargo Management System (ICMS) at New Integrated Cargo Terminal, NSCBI Airport, Kolkata” consisting of the following documents.

- 6.1.1.1 Off line payment of the tender fee Clause under Section I
- 6.1.1.2 The bidder should submit the response for the Pre-Qualification Criteria mentioned in the bid invitation in “Eligibility & Tech/Fin criteria” on the e-tendering portal.
- 6.1.1.3 Documentary evidence established in accordance with Clause 8 of this section that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted

- 6.1.2.2 Tender Fee & EMD (Earnest Money Deposit) shall be submitted to the Bid Manager **on or before 03/12/2019.**

- 6.1.3 **Financial Bid:** for provision of “Service Support for Integrated Cargo Management System (ICMS) at New Integrated Cargo Terminal, NSCBI Airport, Kolkata” consisting of the following documents and filled as per clause 7.

- 6.1.3.1 **Financial Bid form as per Schedule –A (to be filled up On line only.)**

- 6.1.3.2 Price Schedule: Price Schedule furnished online and as per portal policy.. **All the Quoted Rates shall be excluding of PF, ESI, and Bonus. The payment for PF and ESI & Bonus shall be reimbursed on receipt of documents if eligible as per norms.**

## **D. BID PRICES :**

- 7.1 The bidder shall fill the price schedule as follows:
  - 7.1.1 The Schedule-A shows the bill of material for all items with scheduled quantities.
  - 7.1.2 **All quoted Unit Rates shall be exclusive of GST at site as per Schedule – ‘A’.**
- 7.2 The bidder shall quote **On-line in CPP Portal** schedule given in Price schedule/ Price Bid.

## **8. DOCUMENTS ESTABLISHING ITEMS CONFORMITY TO BID DOCUMENTS:**

- 8.1 Pursuant to **Clause 6**, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all Items and services, which he proposes to supply under the Contract. Submission shall be as follows:
- 8.1.1 The documentary evidence of the Items and services in conformity to the Bid Documents shall be in the form of literature, drawings and data that the Bidder shall furnish.
- 8.1.2 Bidder must attach required technical brochures/literatures/data sheets for all the products asked in the tender to ensure that compliance to all the specifications given in the tender document can be verified. Non-availability of specifications (as mentioned in the tender document) in the brochure/literature will be treated as non-compliance and no clarifications shall be asked in this regard. If bidder fails to submit the required brochures/literatures along with the tender document, it shall be treated as non-compliance and may lead to outright rejection of bid submitted by bidder. No clarifications in this regard will be sought from the bidder.
- 8.1.3 Each specifications sought shall be marked or highlighted in the attached brochures / literatures / data sheets. The brochures / literatures / data sheets shall be superscripted with the Item Number and shall be arranged sequentially. The supporting documents shall carry all the required specifications and same shall be marked.

## **9. PERIOD OF VALIDITY OF TENDER (BID)**

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

## **10. FORMATS AND SIGNING OF BID :**

- 10.1 The electronic Bids shall be digitally signed by the authorized representative of the bidder at e-tendering portal. Written power-of-attorney in favour of the person authorized to sign the bid electronically shall be submitted in this regard at the e-tender portal. The e- bids submitted shall be properly readable form and encrypted as per e-tendering requirements. NIT Downloaded from CPP portal.
- 10.2 The bid shall contain no interline insertions, erasures or overwriting. Any correction if necessary shall be made by scoring the incorrect figures/words and shall be signed (physically for scanned documents / electronically otherwise) by the person or persons signing the bid.

## **11. DIGITALLY SIGNING AND ENCRYPTION OF BID**

- 11.1 The bidders shall digitally sign & encrypt their Bid and upload the bid with all documents on- line at NIC-CPP e-tender portal.

## **12. SUBMISSION OF BIDS :**

- 12.1 The Buyer shall receive the bid on line through **NIC CPP E-Tendering portal at <https://etenders.gov.in/eprocure/app>** only. The e-tender portal shall automatically stop accepting bids at the schedule date and time specified in the NIT. Partially submitted bids shall be treated as **invalid** and shall not be processed. Bidders are advised to upload and submit their bids timely in view of the electronic process so as to avoid last minute issues.
- 12.2 The Buyer may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with **Clause 5** in which case all rights and obligations of the Buyer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 12.3 The bidder shall submit his bid offer on-line at CPP e-tender portal only in the digitally bid documents downloaded by him from e-portal. No separate documents shall be acceptable. Only relevant attachments, if any other than the tender document, shall be listed out for reference.

## **13. LATE BIDS**

- 13.1 The system shall not permit uploading/ submission of any bids / documents after the schedule date and time of submission of the bid documents. Kindly refer Important Dates in NIT page-1/ Tender Details in CPP-portal

## **14. CORRECTIONS / MODIFICATIONS AND WITHDRAWAL OF BIDS :**

- 14.1 The bidder may correct, modify his digitally signed bid after submission prior to the deadline, through provisions of e-tendering portal.
- 14.2 No bid shall be modified subsequent to the deadline for submission of bids.

## **E BID OPENING AND EVALUATION**

### **15. OPENING OF BIDS**

- 15.1 The Buyer shall open Bids on line through e-portal as per schedule or as per intimation of Bid Opening Date & Time to bidders. Bidders or his authorized representatives who choose to attend on the opening date and time may do so if desired. The Bidder's representatives, who are present, shall sign the tender opening register. The bidder shall submit authority letter to this effect before they are allowed to participate in bid opening.
- 15.2 Maximum of two well-informed representatives of each eligible bidder shall only be allowed to attend the online opening of the bids.

- 15.3 Representative whose bid is not submitted / rejected cannot attend the tender opening.

## **16 CLARIFICATION / CONFIRMATION OF COMPLIANCE OF BIDS**

- 16.1 The general eligibility criteria shall be evaluated during preliminary stage and the vendors who have not submitted requisite documents shall be asked through CPP e-tendering portal to substantiate their claims with documentary evidence before a given date failing which their bids shall not be considered further for detailed evaluation.
- 16.2 It may be noted that enquires / clarifications shall be responded only through e-tendering Portal. All such queries shall be entertained which are received on or before last date/time for submission of queries. AAICLAS response will be uploaded through e-tendering portal. Written responses and no verbal / telephonic/ email enquiries / shall not be entertained during the tender process by the AAICLAS.

## **17. EVALUATIONS AND COMPARISON OF SUBSTANTIALLY RESPONSIVE TECHNICAL BIDS:**

### **17.1 Preliminary Evaluation:**

- 17.1.1 The general eligibility criteria shall be evaluated during preliminary stage and the vendors who have not submitted requisite documents shall be asked at the sole of AAICLAS through e-tendering portal to substantiate their claims with documentary evidence before a given date failing which their bids shall not be considered further for detailed evaluation. Bidders meeting the Technical eligibility criteria will be qualified for Price Bid.

### **17.2 Detailed (Technical) Evaluation :**

- 17.2.1 The technical bids of the bidders found to be meeting all general eligibility criteria in the preliminary evaluation shall be evaluated further against the technical requirements of the tender. The requirements shall be verified against the manuals / technical literature submitted by the vendors.
- 17.2.2 AAICLAS may seek performance report on a vendor for other clients whose reference are given in the tender. An adverse report from a client shall make the vendor technically unfit leading to his rejection. The process of seeking performance report shall be kept confidential so that the vendor is not able to influence the process.
- 17.2.3 A short-list of bidders qualifying technically shall be drawn and thereafter these short-listed bids shall be treated at par for the purpose of financial comparison. In case deviations are necessary on technology up-gradation all the bidders qualifying technically shall be given an opportunity to revise Financial Bids by way of submitting supplementary Financial Bids. Only technically successful bids will be considered for financial bid opening.

## **18. OPENING OF THE FINANCIAL BIDS:**

- 18.1 Financial Bids of those vendors who qualify technically shall be opened electronically CPP e-tendering portal in the presence of the Bidder's representatives who choose to attend. Time and date of opening shall be as per NIT. (Ref: NIT Important Dates)

- 18.1.1 The bidder shall issue authority letters to their representatives to attend the opening of financial bids.
- 18.1.2 Only one representative for any bidder shall be authorized and permitted to attend the bid opening.
- 18.1.3 The bidder names, bid prices, modifications, bid withdrawals and such other details as the buyer, at its discretion, may consider appropriate; will be updated in e-portal.

## **19 CONTACTING THE BUYER :**

- 19.1 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing are liable for rejection. Such rejected tenders will not be returned.
- 19.2 No bidder shall try to influence directly or through external source, the Buyer on any matter relating to its bid, from the time of publication of NIT till the time the contract is awarded.
- 19.3 Any effort by a bidder to influence the Buyer in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.

## **20 AWARD OF CONTRACT :**

- 20.1 The acceptance of the tender will be intimated to the successful bidder by AAICLAS, either by fax/email or by letter.
- 20.2 AAICALS shall be the sole judge in the matter of award of contract and decision of AAICLAS shall be final and binding.

## **21 RIGHT TO ACCEPT OR REJECT THE TENDERS :**

- 21.1 The right to accept the tender in full or in part/parts will rest with AAICLAS. However, AAICLAS does not bind itself to accept the lowest tender and reserves to it-self the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 21.2 Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.
- 21.3 The Buyer reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.
- 21.4 Pursuant to Clause 21.3 the documentation submitted by bidder shall not be returned unless the bidder explicitly states this request at the time of submission of the tender. AAI also reserves the right at its sole discretion not to award any order under the tender

called. AAICLAS shall not pay any costs incurred in the preparation and submission of any tender.

- 21.5 If the bidder gives wrong information in his Tender, AAICLAS reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money and legal action
- 21.6 Tender Fee & EMD (Earnest Money Deposit) shall be submitted to the Bid Manager in stipulated date if not submitted shall be considered as non-responsive and liable to be rejected.
- 21.7 Should a bidder have a relation or relations employed in AAICLAS in the capacity of an officer, the authority inviting tender, shall be informed. In the event of failure to inform and in a situation where it is established that the relation or relations employed in AAICLAS has / have tried to influence the tender proceedings then AAICLAS at its sole discretion may reject the tender or cancel the contract and forfeit the Earnest Money.
- 21.8 The requirements indicated in this NIT are the minimum and bids of the firms not complying with these minimum requirements or having deviations equivalents to the minimum requirements shall be rejected. However, higher than the minimum requirements shall be technically acceptable without any additional financial implication.
- 21.9 Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by AAICLAS shall not be considered. Such post bid offers / clarifications may be liable for action as per clause 19 above.

## **22 ISSUE OF WORKS ORDER :**

- 22.1 The acceptance of the tender will be intimated to the successful bidder by AAI, either by E-mail / Fax or by letter.
- 22.2 The issue of a Works Order shall constitute the intention of Buyer to enter into the contract with the bidder.
- 22.3 Acceptance of the Works order / Purchase Order will be deemed as effective from the date of issue of Works Order / Purchase Order. All formalities of submission of documents and signing of the contract agreement shall be completed within 15 days of the issue of Work Order.
- 22.4 AAI shall be the sole judge in the matter of award of contract and decision of AAI shall be final and binding.

## **23 SIGNING OF CONTRACT :**

- 23.1 The issue of Works Order / Purchase Order shall constitute the award of contract on the bidder. The signing of the Contract shall be completed within 15 days of the issue of the Works Order / Purchase Order.

## **24. ANNULMENT OF AWARD :**

**24.1 Failure of the successful bidder to comply with the requirement of Clause 23 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the Buyer may make the award to any other bidder at his discretion or call for new bids.**

**25. QUALITY ASSURANCE REQUIREMENTS :**

25.1 The supplier shall submit copies of Valid Certificates to ensure that all works comply with standards specified in the QRs.

**26. CONTRACT MONITORING :**

27.1 The buyer shall hold regular contract monitoring meetings after the award of the contract to monitor the performance of the contract

27.2 First such meeting shall be hold within one week of award of the contract. The date and time of such meeting shall be intimated to the contractor / firm by fax/post or email. The date and time of subsequent meetings shall be decided and recorded in previous meetings.

27.3 The proceedings of each meeting shall be recorded and action as required towards successful completion of the project shall be initiated promptly by both AAICLAS and the contractor. Contract review meetings shall be with reference to mile stones and contract performance analysis.

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## SECTION - III

### GENERAL TERMS & CONDITIONS OF THE CONTRACT

#### 1. Purpose & Scope:

- 1.1 This document sets out the terms & conditions be met in connection with the provision of **“Service Support for Integrated Cargo Management System (ICMS) at New Integrated Cargo Terminal, NSCBI Airport, Kolkata”** to AAICALS for the work as per details given in the Notice Inviting Tender.

#### 1.2 **Brief of ICMS System:**

Integrated Cargo Management System (ICMS) installed at Cargo, NSCBI Airport. For providing facility to AAICLAS, Cargo Export-Importers etc system operates 24x7x365. System Details as follows;

- OS: 64bit Linux for Application Servers and AIX for Database Servers.
- Oracle 10g Enterprise Edition RDBMS and Oracle Application Server 10g Forms, Reports. Oracle Developer Suite 10g to provide a platform of web-based application. On real Application Cluster mode operation.
- Customs EDI connectivity through SFTP over Internet from New Delhi Customs server.
- Lease line connectivity for AAICLAS, AAI websites, other Airports.
- Online processing of Import/Export operations, billing, report generation etc.

#### 1.3 **SCOPE OF WORK:**

Firm shall maintain the system for the One year period as per Schedule of Quantity:

**SH-1: Comprehensive AMC of Hardware and Software of the following Network Equipments:** PCs: HP Compaq d290 MT/Acer Power Series E-8200/Acer Veriton /Lenovo Think Centre with all accessories (Monitors, KB, Mouse etc), Switches, Maintenance of Network at site, Switches, nodes etc, IBM Server round the clock.  
(Please refer Clause 3.2.4 Section-IV also)

#### **SH-II: Technical Support at Site:**

**Data Base Administrator (DBA):** Dedicated onsite engineer for support on Oracle ICMS Database & Application Servers.

Providing the support Team at site on round the clock basis 24x7. Two Engineers per shift. Total: 7 Engineers. Maintenance of Network, PCs and Printers etc.

Providing support at site for operation and management of EDI Data for ICMS System on round the clock 24x7. One Engineer per shift. Total: 4 Engineers. Maintenance of EDI Server, connectivity, data management etc.  
(Please refer Clause 3.2.4 Section-IV also)

#### 2. Compliance

- 2.1 The Unconditional Acceptance of all the terms & conditions of the NIT has to be submitted through a letter. The format of the letter is attached at Annexure-I.

- 2.2 The submission of the tender will imply acceptance of all the tender condition by the bidder laid in tender document including all the Annexure(s) & schedules to the tender document.
- 2.3 The compliance to the Terms & Conditions should be supported by authenticated documentation wherever required.
- 2.4 The submission of unconditional acceptance as described above is essential for the tender evaluation. The failure to submit the unconditional acceptance statement in the said format shall result in his tender being rejected.

**3. Language and Currency :**

- 3.1 The bidder shall quote the rates in English language and in international numerals. The rates shall be in whole numbers. Please follow the CPP portal instructions.
- 3.2 **Unconditional Acceptance of AAICALS Tender Conditions** is required to be submitted in Eligibility and Technical BID (**Envelope – I**).

**4. Earnest Money :**

The Earnest Money Deposit (EMD) amount of **Rs.72, 950.00** (Rupees Seventy Two Thousand Nine Hundred and Fifty only) shall be submitted. EMD shall be accepted off-line, through Demand Draft in favour of “AAI Cargo Logistics and Allied Services Co. Ltd (AAICLAS)” payable at Kolkata”. EMD shall be Submitted to the; Bid Manager, on or before 03/12//2019.

- 4.1 The EMD of the technically un-successful bidders shall be discharged / returned after the completion of the Technical evaluation process.
- 4.2 The EMD of the un-successful bidders other than the lowest bid (L-1) shall be discharged/returned promptly, after evaluation of financial bids.
- 4.3 Successful bidder EMD shall be returned after Submitting Acceptance of work and signing the Agreement.

**5.2 The EMD amount shall be forfeited in the following events.**

- 5.2.1 If the successful bidder fails to enter into a contract with AAICLAS within 15 calendar days after the receipt of the purchase order / work order as specified under clause 23.1 of section-II. Not fulfilling the clause 3.1 of section IV.
- 5.2.2 In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of un-conditional acceptance of terms as per letter in Annexure-I.
- 5.2.3 In a situation referred in clause 21.7 of section –II.
- 5.2.4 No interest or any other expenses, whatsoever, will be payable by AAICLAS on the EMD in any manner.
- 5.2.5 If firm is MSME, in the event of not accepting conditions of the contract even after agreeing to do so and submitting the letter of un-conditional acceptance of terms as per letter in Annexure-I / failing to enter signing of the contract within 15 days after receipt

of order / not signing the Agreement / not submitting the Performance Bank Guarantee after receipt of work order in stipulated time, **shall be liable for debarment from fourth coming tenders in AAICLAS and AAI.**

## **6 Correspondence**

- 6.1 All correspondence would be directly with the bidder and correspondence through agents will not be entertained.

## **7 Testing and Inspection : Not Applicable**

## **8 Extension of Time: Clause Not Applicable.**

## **9 Compensation for Delay: Clause Not Applicable.**

## **10 Force Majeure: Clause Not Applicable.**

## **11 Patents, Successful bidder's Liability & Compliance of Regulations**

- 11.1 Successful bidder shall protect and fully indemnify the AAICLAS from any claims for infringement of patents, copyright, trademark, license violation etc.
- 11.2 Successful bidder shall also protect and fully indemnify the AAICLAS from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
- 11.3 Successful bidder shall be responsible for compliance with all requirements under the /penalties arising out of any infringements.

## **12 Settlement of Disputes :**

- 12.1 If a dispute of any kind whatsoever arises between the AAICLAS and the Firm /Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of Regional Manager, AAICLAS, Kolkata Airport or his nominee, the matter in dispute shall, in first place be referred to the CEO, AAICLAS, New Delhi, who shall act as the conciliator on the matter. The disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.
- 12.2 Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and AAICLAS shall give effect forthwith to every decision of the Regional Manager, AAICLAS, Kolkata , or his nominee unless and until the same shall be revised, as hereinafter provided, by the Conciliator or in an Arbitral Award.

## **13 Arbitration and Law :**

- 13.1 Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration

and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The single Arbitrator for settlement of any dispute with regard to this contract shall be appointed by the CEO, AAICLAS. The venue of Arbitration shall be Kolkata, India. The arbitration awarded shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

**13.2** Indian laws shall govern for this contract.

#### **14 TERMINATION FOR DEFAULT & RISK PURCHASE :**

14.1 The AAI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part in any or the following events.

14.1 If the Contractor fails to deliver any or all of the Items/services within the time period(s) specified in the contract.

14.2 If the Contractor fails to perform any other obligation(s) under Contract.

14.3 If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 07 days (or such longer period as AAICLAS may authorize in writing) after receipt of the default notice from AAICLAS.

#### **15 TERMINATION FOR INSOLVENCY :**

**15.1** AAICLAS may terminate the Contract at any time by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to AAICLAS.

#### **16. SET OFF:**

**16.1** Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the AAICLAS to set off the same against any claim of the Buyer for payment of a sum of money arising out of this contract made by the Contractor with AAICLAS.

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## **SECTION - IV**

### **SPECIAL CONDITIONS OF THE CONTRACT**

#### **1. Definition of Terms:**

- 1.1 For the purpose of the terms and conditions, AAI Cargo Logistics and Allied Services Co Ltd (AAICLAS) an AAI Subsidiary will be referred to as AAICLAS and the firm providing the "Service Support for Integrated Cargo Management System (ICMS) at New Integrated Cargo Terminal, NSCBI Airport, Kolkata" shall be referred to as the Contractor.

#### **2. Period of contract:**

- 2.1 **This contract is for a period of One Year** commencing from "Service Commencing Date" as shall be indicated in the contract document. AAICLAS will be deputing an Engineer- in-charge for the purpose of implementation & monitoring of the contract.

#### **3. Performance Security:**

- 3.1 **The firm/ contractor, whose tender is accepted, will be required to be Submit by way of Performance Security / Security Deposit for the due fulfillment of his contract.**

**Performance Security may be furnished in the form of an irrevocable and unconditional bank guarantee on a Nationalized / Scheduled Bank. (Annexure-III)**

**Performance Bank Guarantee value shall be the 10% of the work order value and PBG shall be for the period of 15 months. (12 Months contract period + 3 Months) The Performance Bank Guarantee shall be released after 90 days from the expiry of contract.**

**Performance Security Bank Guarantee shall be submitted by the successful bidder within 30 days from the date issuance of the work order. If Performance Security not submitting in stipulated time by the firm/contractor, interest @12% P.A shall be levied (non-refundable) for the delayed period.**

#### **3.2 Payment Terms:**

- 3.2.1 Payment shall be made on quarterly basis, after successful completion of the each quarter & submitting invoice with all required documents. Penalty shall be applicable for un-serviceability of the system/equipments/not providing manpower/ poor performance. Please refer penalty clause-3.2.6 for applicable penalties.
- 3.2.2 The payment shall be governed by the Govt. policies and any taxation applicable at source shall be deducted from the quarterly payment. In case of any such deduction, the necessary certificate in due format shall be provided by AAICLAS
- 3.2.3 **Payment to the Technical Support Engineers:**

**Firm shall ensure adequate monthly salary to the engineers deputed under this contract. However, their salary shall not be less than the minimum prevailing rates mentioned in the Minimum Wages Act of Govt. of India.**

### **3.2.4 Qualifications and Experiences:**

**DBA:** B-Tech/Diploma (3years)/ BCA/MCA/B.Sc./ M. Sc in Computer Science/Electronics & Communication Engg/ Information Technology / IT Systems.

**Experience:** Experience in Oracle Data Base Administration not less than 5 years. With Oracle Certified Associate Oracle-10G.

#### **Duties & Responsibilities of DBA:**

- Checking the status of all servers (two database/two application/storage/HMC).space of all File Systems, memory utilization, CPU utilization and Database (alert logs & background dump files) time to time.
- Backup and recovery of database. Export backup multiple times and deleting old export backup, archive logs, dump files and RMAN files from Clustered Database.
- Perform technical trouble shooting of whole ICMS (database, network, servers) and give consultation to development teams and other airports.
- Managing different type of EDI Data exchange between customs and ICMS through scripts. Monitoring the EDI engineers work flow.
- DBA is responsible for Database & Application Servers related maintenance and coordination with AAICLAS, other Airports.
- Data Base & Application Servers, Storage, HMC, Tape Library, SAN Switch are CAMC with M/s. IBM, if any hardware faults DBA shall coordinate with OEM for resolve the issue at the earliest.
- DBA may present at site 10:00Hrs to 18:00 Hrs, however he is responsible 24x7, shall coordinate in all time without any hindrances.
- During contract period AAICALS may upgrade the system, during up-gradation DBA shall coordinate with full support to AAICLAS.
- DBA act as on-site Team leader for this contract.

**Support Engineers:** B-Tech/ Diploma (3 Years)/ BCA/ MCA/B.Sc. / M/Sc in Computer Science/ Electronics & Communication Engg. / Information Technology/ IT systems.

**Experience:** Experience in Networking / Desktop engineer not less than 3 years. Preferable: Certifications in Network & OS.

#### **Duties & Responsibilities of Supporting Engineers:**

- **PCs & Peripherals:** Maintenance of All PCs and peripherals including hardware & software. Shall able to rectify the faults occurred in PCs, Printers etc. All PCs are connected with ICMS Network, standalone PCs. Shall be able to replace the faulty spares with repair/new/equivalent. Shall attend any complaints other PCs, Printers and modems which are in Warranty/AMCs and coordination with supplier for rectifications. Monitoring UPSs (2x20KVA) operation if any fault/complaint same may be informed to CAMC firm and coordinate for the

early rectification of systems. Preventive maintenance of PCs & Printers other Items mentioned in Schedule of Quantity to be carried out every 15 days to avoid frequent complaints.

- Networks: Checking of network health, Connectivity, Lease line connectivity. Shall be able to rectify the network issues. Lease line connectivity issues with service provider and coordination. Able to rectify and replacement of faulty network devices (passive & active) and Sound knowledge in structured Network.
- Electronic Data Interchange (EDI) with Customs Server. Uploading the EDI data from Customs Server to ICMS Server through SFTP scripts. Testing and deleting the old data from server as per AAICLAS instructions. Engineers are capable of running scripts manually, coordination with AAICLAS.
- Deputed all Supporting Engineers have competency in above mentioned duties, responsibilities and to work in team for better performance.
- DBA / Engineers to maintain the system in highest order serviceability, and not to involve in any form of disturbances to the system serviceability, unauthorized access to Data, illegal data mining, sharing important data/information in any manner shall be illegal and as per IT Act action shall be initiated on firm / engineers.

### **3.2.5 Submission of Documents Quarterly for Payment:**

- A. Invoice for the 3 months period. As per GST norms with SAC/HSN code.
- B. Payment Details: DBA & Engineers- RTGS/NEFT online copies.  
Hand receipts/ other mode of transaction are not acceptable and not considered for Processing payment.
- C. Attendance copies duly signed by the AAICLAS Engineer-in-charge.
- D. PF, ESI paid detail if eligible for reimbursement.
- E. Duly signed by the deputed engineers Payment receipts / Salary, Bonus Slips.
- F. PF, ESI and Bonus as per Govt of India norms. Reimbursement shall be done if eligible for reimbursement as per norms and guidelines.
- G. All payments Salary / Bonus etc through RTGS/NEFT made and copies to be submitted to AAICLAS. Other mode transactions are not considered for payment.

### **3.2.6 Penalties:**

- A. Maintenance at site shall be carried out round the clock basis.
- B. Firm shall ensure availability of engineers at site as per Schedule of Quantity. System maintenance 24x7x365 in nature accordingly engineers are to be deputed. In absence of engineer, firm shall make an arrangement for alternate engineer.
- C. If any engineer absence found AAICLAS may penalize incase of DBA: Rs. 1000.00 per day, for Support Engineer absence Rs. 850.00 per day.

- D. Firm shall ensure payment/salary for the deputed DBA, Engineers on or before 10<sup>th</sup> of every month made through RTGS/NEFT to their accounts. If not paid, late payment attracts the penalty of Rs. 5000.00 for the delayed payment of particular month.
- D. If entire system fails and not rectified within 4 hours, thereafter every 2 Hours Rs. 5000.00 penalties may impose by the AAICLAS.
- E. Penalty for Any Network devices such as switches PCs, Printers, I/O nodes etc. not rectified within 3 Hours thereafter every one hour 1000.00.
- F. For un-serviceability of SH-1, items/ parts, the firm shall repair /replace with compatible one. Penalty will be not applicable if compatible items are provided till repair.
- G. The decision of Engineer-in-Charge is final & binding in this regard.
- H. Maximum limit of penalty per year shall not exceed 10 % of the yearly contract value, excluding the penalty for not providing engineers and for delay in payment of salary.**
- I. This contract is performance based, every 2 months performance reviewed by the AAICLAS. If performance found unsatisfactory, AAICLAS may terminate the contract by issuing one month notice to the firm. If termination of contract done, recovery of Performance Security (bank Guarantee) submitted by the firm shall be initiated.

#### **4. Terms and Condition:**

##### **4.1 GENERAL:**

- a. Manpower, job materials etc. will be provided by the contractor to meet the job requirement.
- b. The contractor shall maintain proper registers, log books for fault report. These documents shall be available at site for verification at any time by AAICLAS in-charge.
- c. All the rules and regulations / code of conduct shall be followed which has been laid down by AAICLAS from time to time.
- d. No person shall be deployed without police verification to the satisfaction of Authority before employment of works for the contract.
- e. The Authority shall allow the contractor or representatives or employees to enter into the said premises for the purpose of rendering the said services for the AAICLAS.
- f. The premises along with the personnel and belongings at the end of the notice period. AAICLAS will not be responsible for compensation of any nature in such events.

- g. The AAICLAS will not be responsible for any injury sustained by contractor's workers during maintenance of their duties and also for any damages or compensation due to any dispute between him and his workers.
- h. In case such breach of the terms of this contract minor. In case of expiry, termination / discontinuation of the contract by either party, the contractor shall vacate offences and complaints combining to its notice for which in the opinion of the Authority, this agreements need not be terminated, and the Authority may at its discretion recovery compensation from the contractor up to the limit of security deposit of the contractor. The decision of the Authority in this respect will be final and binding on the contractor.
- i. For any loss or damage due to faulty or poor maintenance support service, the contractor shall be liable for compensation to the extent of damage done. AAI has the full authority to get the damage rectified on contractor's **risk and cost** and take over the system without any reference to the contractor. However, the decision of the Engineer in charge in this regard shall be final and binding.
- j. The contractor undertakes to carry out the jobs as per specifications of the Authority and to their satisfaction. In case of any complaints either as regards the nature of service or as regards the personnel doing the same, the Authority shall intimate to the contractor who shall attend to complaints property.
- k. The Authority has the right to check, search or examine the person and belonging to the employees, agents and representatives of the contractor while premises unless authorized by the concerned authorities.
- l. The Authority does not recognize any association of the contractors and any Union / Association of the employees engaged by the contractor. In the event of any strike, apart from the contractors employees being liable to be dealt with under the Act. The contract itself shall be liable to be terminated by Authority forthwith.
- m. The employees shall engage themselves for the specific purpose for which the contractor employs them. In case any employee is found engaged in doing any other work, his entry permit shall be confiscated and cancelled. The contractor shall dispense with his services forthwith and arrange replacement in his place immediately.
- n. If the contractor desires to terminate this agreement at any time, he shall give the Authority one calendar month (30) days notice in writing of such desire and shall up to the time of expiry of such notice period continue to perform and observe all the terms and conditions of this agreement.
- o. The contractor or his agents and people shall not abuse the water sources and drainage facilities provided in the Airport area so that to create nuisance of sanitary situation prejudicial to public health.
- p. The contractors shall employ only such people who shall have good character and be well behaved, skillful in their work.
- q. The decision of the Authority with regard to any dispute arising out of this contract shall be final.

- 4.2.1. **Estimated Cost includes SH-I CAMC Cost, SH-II Technical Support Cost, Tools and other expenditures including Contractor/ Firm Profit. Rate is excluding of PF, ESI, Bonus and applicable GST. Firm should quote accordingly.**

**Tools:** Required tools shall provide to the Technical Support engineers by the firm.

## **5. Security Regulations**

- 5.1 The contractor is responsible to get the Airport Entry Pass (AEP) from Bureau of Civil Aviation Security (BCAS)/Airport Security office for the staff deputed to execute this contract. If any fees are levied by BCAS or if any other expense occurs related to AEP then the contractor shall be liable to pay the same. Cargo Entry passes issued by the AAICALS Security official, as per guidelines. Firm shall apply as per guidelines and to strictly follow the guidelines issued in this regard.
- 5.2 The employees to be engaged by the contractor shall have character and Antecedent verification certificate issued by their Jurisdictional police authorities for carrying out the job in the Cargo/ Airport Areas and shall abide by all security regulations as applicable from time to time in AAI & AAICLAS. A distinct proof of identity shall be provided by the contractor to his employees who are deployed at the cargo for work execution.
- 5.3 The contractor shall engage the necessary manpower who are physically fit, sound in health and having knowledge of safety regulations. They should be disciplined and maintain office decorum during working. Any employee of the Contractor who is found to be incompetent to carry out the work(s) or misbehaves shall be intimated to the Contractor, who in turn, has to arrange for a suitable substitute. The contractor has to take moral responsibility for the overall character of the staff employed by him. Agency has to make sure that no staff should remain in the Airport premises after their duty is hours. The contractor shall ensure that the staff does not involve themselves in any other matters of AAICLAS/ AAI or any other agencies while working at the cargo/ Airport.
- .....

**ANNEXURE –I**

**UNCONDITIONAL ACCEPTANCE LETTER**

(On Firm Letter Head)

**(TO BE SUBMITTED IN ENVELOPE No: 1)**

To

Regional Manager-Cargo,  
AAICLAS, New Integrated Cargo Terminal,  
NSCBI Airport, Kolkata – 700 052

**Subject: Acceptance of AAICLAS Tender Conditions.  
Tender No: AAICLAS/ ICMS/ ELNCS-01/2019-20**

*Sir,*

The tender documents for the work **“Service Support for Integrated Cargo Management System (ICMS) at New Integrated Cargo Terminal, NSCBI Airport, Kolkata”** have been issued to me/us by **AAI Cargo Logistics and Allied Services Co Ltd (AAICLAS)** and I/we hereby certify that I/we have inspected the site and read the entire terms & conditions of the tender documented made available ONLINE through NIC CPPP Portal by the Jt. General Manager (Electronics), AAI, Operational Building, Ground Floor, NSCBI Airport, Kolkata, which shall form part of the contract agreement and I/we shall abide by the conditions/clauses contained therein.

1. I/we hereby unconditionally accept the tender conditions of AAICLAS's tender documents in its entirety for the above work.
2. It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remarks(s) /condition(s) (except unconditional rebate on quoted rate, if any) in/along with the Tender Document and the same has been followed in the present case. In case, this provisions of the tender if found violated after opening of tender, 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 earnest money absolutely.
3. **“That, I/we declare that I/We have not paid and will not pay any bribe to any officer of AAI/AAICLAS for awarding this contract at any stage during its execution or at the time of payment of bill, and further if any officer of AAI/AAICLAS asks for bribe/ gratification, I will immediately report it to the Appropriate Authority in AAI/ AAICLAS”.**
4. A sum of Rs.72,950.00 is deposited OFFLINE through Demand Draft as Earnest Money (EMD) and Tender Fee Rs. 1,770.00 (Offline) submitted to Bid Manager on\_\_\_\_\_

Yours faithfully,

(Signature of the Bidder & Seal)

Date:- \_\_\_\_\_

**Annexure –II**

**Power of Attorney Format for the Authorized Person(s)**

(Bidder shall submit irrevocable power of attorney on a non-judicial stamp paper of Rs.100/- signed by authorized signatory as per Memorandum of Articles authorizing the persons who are signing this bid on behalf of the company. Document attested by the Notary)

**POWER OF ATTORNEY**

By this POWER OF ATTORNEY executed on \_\_\_\_\_, we, \_\_\_\_\_, a Company incorporated under the provisions of companies Act, 1956 having its Registered Office at \_\_\_\_\_ (hereinafter referred to as the 'Company') do hereby severally appoint, constitute and nominate \_\_\_\_\_, official(s) of the Company, so long as they are in the employment of the Company (hereinafter referred to as the 'Attorneys') to sign agreement and documents with regard e-Tender No. AAICLAS/ ICMS/ ELNCS-01/2019-20 from Electronics Department, **AAI Cargo Logistics and Allied Services Co Ltd (AAICLAS), NSCBI AIRPORT, Kolkata-700052** for the **"Service Support for Integrated Cargo Management System (ICMS) at New Integrated Cargo Terminal, NSCBI Airport, Kolkata"** and to do all other acts, deeds and things said Attorneys may consider expedient to enforce and secure fulfillment of any such agreement in the name and on behalf of the Company.

AND THE COMPANY hereby agrees to ratify and confirm all acts, deeds and things they said Attorneys shall lawfully do by virtue of these authorities hereby conferred.

IN WITNESS WHEREOF, this deed has been signed and delivered on the day, month and year first above written by Mr. \_\_\_\_\_ Secretary of the Company/Authorized Signatory, duly authorized by the Board of Directors of the Company vide it's resolution passed in this regard.

**WITNES**

- 1.
- 2.

**By order of the Board**

For \_\_\_\_\_

**Company Secretary/Authorized Signatory**

**Attorney Signature 1.** \_\_\_\_\_

**Attorney Signature 2.** \_\_\_\_\_

**(Attested)**

(\_\_\_\_\_)

**Company Secretary/Authorized Signatory**

**Annexure-III**

**BANK GUARANTEE PROFORMA**

(To be stamped in accordance with Stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

(To be submitted in the non-judicial stamp paper with name of issuing Bank and  
to be prepared in accordance with Indian Stamp Act, 1899)

Ref: \_\_\_\_\_

Bank Guarantee No : \_\_\_\_\_

Date: \_\_\_\_\_

To

Regional Manager-Cargo,  
AAICLAS, New Integrated Cargo  
Terminal, NSCBI Airport,  
Kolkata – 700 052

Dear Sir,

In consideration of the **AAI Cargo Logistics and Allied Services Co Ltd (AAICLAS), NSCBI AIRPORT, Kolkata-700052** (hereinafter referred to as the Owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s \_\_\_\_\_

hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators executors and assigns), a contract bearing No. \_\_\_\_\_ dated \_\_\_\_\_ valued at \_\_\_\_\_ for \_\_\_\_\_ and the contractor having (scope of contract) agreed to provide a Contract Performance of the entire Contract equivalent to \_\_\_\_\_ (10 per cent) of the said value of the Contract to the Owner. We at \_\_\_\_\_ (hereinafter referred to as the 'BANK', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contractor to the extent of \_\_\_\_\_ as aforesaid at any time up to \_\_\_\_\_ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in then or of any right which they might have against the Contractor,. And to exercise the

same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner.

The Bank shall not be released of its obligations under these presents by any exercise by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

Apart from other guarantees this Bank Guarantee explicitly provides for the following:

a. The performance guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clause.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. \_\_\_\_\_ and it shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year), as instructed by the buyer and as desired by M/s \_\_\_\_\_ on whose behalf this guarantee has been given.

**WITNESS**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_ at \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ (Bank's Rubber Stamp)

Official address \_\_\_\_\_ Name \_\_\_\_\_

**Designation with Bank Seal**

**Attorney as per Power of**

**Attorney No. \_\_\_\_\_ ;Dated \_\_\_\_\_**

The above Guarantee is accepted by **AAI Cargo Logistics and Allied Services Co Ltd (AAICLAS)**, NSCBI AIRPORT, Kolkata-700052.

For and on behalf of **AAI Cargo Logistics and Allied Services Co Ltd (AAICLAS)**, NSCBI AIRPORT, Kolkata-700052.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Dated \_\_\_\_\_

Note:

**\*For Proprietary Concerns**

Shri \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_ carrying on business under the name and style of \_\_\_\_\_ at \_\_\_\_\_ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

**For Partnership Concerns**

1. Shri \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_

\_\_\_\_\_

2. Shri \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_

\_\_\_\_\_

Carrying on business in co-partnership under the name and style of \_\_\_\_\_ at \_\_\_\_\_ (hereinafter collectively called "the said contractor" which expression shall unless the context requires otherwise include each of them and their respective heirs, executor's administrators and legal representatives).

**For companies**

M/s \_\_\_\_\_ a Company registered under the companies Act, 1956 and having its registered office in the State of \_\_\_\_\_ (Hereinafter called 'the said Contractor' which expression shall unless the context requires otherwise include its administrators, successors and assigns).

(Letter of understanding from the Depositor to Bank to be submitted on their letterhead along with Security Deposit to **AAI Cargo Logistics and Allied Services Co Ltd (AAICLAS), NSCBI AIRPORT, Kolkata-700052.**

The Branch Manager,  
.....Bank,  
.....

Sub:- My /Our Bank Guarantee bearing No.....dated for .....amount..... issued in favour of **AAI Cargo Logistics and Allied Services Co Ltd (AAICLAS), NSCBI AIRPORT, Kolkata-700052 A/c.....**

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of Security Deposit on account of contract awarded/ to be awarded by M/s AAI Cargo Logistics and Allied Services Co Ltd (AAICLAS), NSCBI AIRPORT, Kolkata-700052 to me /us.

I hereby authorize the AAI Cargo Logistics and Allied Services Co Ltd (AAICLAS), NSCBI AIRPORT, Kolkata-700052 in whose favour the deposit is made to close the subject 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 AAI Cargo Logistics and Allied Services Co Ltd (AAICLAS), NSCBI AIRPORT, Kolkata-700052.

Signature of the Depositor

Place:

Date:

**ANNEXURE-IV**

**Registration details of the Firm & Address Details for Communication**

1. Name of the Service Provider / Agency :
2. Address with Tel. No., Fax No., E-mail :
3. Contact person's name :
4. EPF Registration Details :
5. ESI Registration Details :
6. PAN Details :
7. GST Registration Details :
8. Firm Registration Details :

**Declaration**

I/We hereby certify that the information furnished above is correct and true to the best of our knowledge. We understand that in the event of information being found false at any stage, the Agency will be black listed and will not have any dealing with the CMFRI, ICAR in future.

(Signature of authorized signatory)

**Address Details for Communication**

**Head Office:**

Name of Firm:

Address:

Contact Telephone Numbers:

FAX/E-MAILs:

Contact Person/s related to this Bid:

**Branch Office Details (If Head Office not in the Kolkata):**

Address:

Contact Telephone Numbers:

FAX/E-MAILs:

Contact Person/s related to this Bid:

**Annexure-V**

**AAI Cargo Logistics and Allied Services Co Ltd (AAICLAS)  
NSCBI AIRPORT, KOLKATA-52**

**COMPLIANCE STATEMENT**

<b>Sl. No.</b>	<b>Description</b>	<b>Compliance (Yes/No)</b>	<b>Remarks</b>
1	Whether all the relevant documents required for Eligibility/TECHNICAL BID (Envelope-I) has been uploaded as instructed?		
2	Whether Tender Fee & EMD submitted as Off-Line to Bid Manager on or before 29/11/2019?		
3	Whether PRICE BID (Envelope-II) NIC-CPPP Portal On-Line has been uploaded as instructed?		
4	Whether Price Bid has been quoted as under?		
a)	All the quoted rates are Exclusive of GST, EPF & ESI?		
b)	Whether Price Bid has been submitted on-line as per Schedule-A (Schedule Of Quantity)?		

Signature of Authorized Signatory Name of Authorized Signatory

Name & Address of the Bidder:

Office Seal:

Date \_\_\_\_\_

**Annexure-VI**

**Bank Account Details of the Firm**  
**(On Firm Letter Head)**

**To be filled by the Contractor**

Name of Firm :  
PAN No :  
GST Registration No. :  
Name of Bank :  
Name of Branch :  
Complete Address of Bank :  
A/C Beneficiary :  
Type of Account :  
Core Banking Account No. in Full :  
IFSC :

Signature of Authorized Signatory

Name of Authorized Signatory

Name & Address of the Bidder

Office Seal

Date:

**ANNEXURE-VII**

**Letter to be Submitted in Eligibility & Technical Bid**

Ref No:

Date:

Regional Manager-Cargo,  
AAICLAS, New Integrated Cargo  
Terminal, NSCBI Airport,  
Kolkata – 700 052.

<b>Envelope – “I” Eligibility/Technical Bid</b>
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Sub: **Submission of Technical Bid – “Envelope I – Technical Bid”**

Name of Work: **Service Support for Integrated Cargo Management System (ICMS) at  
New Integrated Cargo Terminal, NSCBI Airport, Kolkata.**

**Tender No:** AAICLAS/ELNCS-01/2019-20

*Dear Sir*

This is with reference to the tender document mentioned above same downloaded from CPP Portal. In this regard we are submitting our technical bid along with the following documents as required by your NIT.

- i. Letter of Un-conditional Acceptance of all terms & conditions of the tender in the format enclosed as Annexure-I of the tender document.
- ii. Articles of Memorandum of Association or Partnership Deed
- iii. Power of Attorney authorizing the designated executive to sign all documents and to execute the project on behalf of the company
- iv. Signed copy of original tender
- v. Other documents as per Eligibility & Technical Bid requirements.

Note: Ambiguous statements & incomplete supporting documents / alteration of NIT content in any form submitted for vital tender requirements may attract the risk of rejection without further reference

Yours Sincerely

Date:

(Authorized Signatory)

Name & Address of the Firm:  
Telephone & Fax Nos.:  
Mobile:  
E-mail Address:

**Annexure-VIII**

**Declaration of Not Black-Listed/Debarred Firm**

(On a non-judicial stamp paper of Rs.100/- signed by authorized signatory as per Memorandum of Articles authorizing the persons who are signing this bid on behalf of the company Document Attested by the Notary)

I/We.....having  
office at .....declare that  
I/We/Our firm have never been Blacklisted / Debarred by any State Government/  
Central Government or any State/ Central Public Sector Units.

Authorized Signature with date & Seal

**Annexure-IX**

**UNDERTAKING FOR GST**

To,

**Jt. GM (Electronics)**

Electronics Maintenance Division,  
Airports Authority of India,  
N.S.C.B.I Airport,  
Kolkata-700052.

Sub: Undertaking for GST reg.

Tender No: AAICLAS/ ICMS/ ELNCS-01/2019-20

Sir/s,

I/ we do hereby undertake/ declare the following related to the above tender;

I / We would like to confirm you that, we are providing Maintenance Service / Technical Support thus we are falling under the below Chapter heading & Service Tariff Code as per the GST Law implemented from 1<sup>st</sup> of July 2017.

**Service Tariff Code: HSN/SAC: .....**

In this regard, we would like to confirm the following.

**-Our GSTIN: .....**

**-In case of noncompliance of GST Provision and blockage of any input credit we will be responsible to indemnify AAICLAS.**

**-All input credits will be passed on to AAICLAS.**

Information provided above is true to my knowledge and belief.

Authorized Signature with Date

**Annexure-X**

**(To be submitted before signing Agreement)**

**DETAILS OF DEPUTING ENGINEERS**

**Name of Work:** Service Support for Integrated Cargo Management System (ICMS) at  
New Integrated Cargo Terminal, NSCBI Airport, Kolkata.

**Tender No. :** AAICLAS/ ICMS/ ELNCS-01/2019-20

**Work Order No:** \_\_\_\_\_ **Dt:** \_\_\_\_\_

Sl. No.	Name	Designation	Qualifications	Details of Experience	Employee No	PF ID
1		DBA				
2		Engineer				
3		Engineer				
4		Engineer				
5		Engineer				
6		Engineer				
7		Engineer				
8		Engineer				
9		Engineer				
10		Engineer				
11		Engineer				
12		Engineer				

**Note:**

1. AAICLAS engineer in charge/ deputed officials may evaluate the deputing engineers experience and other credentials before handing over this contract to firm/contractor.
2. Attested copies of qualifications, experiences, Certifications, (PF, ESI IDs if required) enclosed as supporting documents.
3. Submitted documents may verify by the AAICLAS at any stage for authenticity.
4. IF any documents submitted found false/forged AAICLAS shall take the following action:
  - a. Forfeit of the of EMD / Performance Bank Guarantee submitted by the firm.
  - b. The agency shall be liable for debarment from tendering in AAICLAS/AAI, apart from any other appropriate contractual/legal action.

Signature with Seal

**SCHEDULE-A**

**PRICE BID**

**(To Be Filled Online)**

**Name of Work: Service Support for Integrated Cargo Management System (ICMS) at New Integrated Cargo Terminal, NSCBI Airport, Kolkata**

**Tender No. : AAICLAS/ ICMS/ ELNCS-01/2019-20**

**SCHEDULE OF QUANTITY**

**Please read Tender Document carefully before quoting Rates in PRICE BID On-Line.**

Sl.No.	Item Descriptions	Qty A	Unit	Rate per Item / Engineer per year B	Amount for One Year C=AxB
<b>SH-I: Comprehensive AMC of Hardware and Software of the following Network Equipments :-</b>					
1.1	PCs: HP Compaq d290 MT/Acer Power Series E-8200/Acer Veriton/Lenovo Think Centre with all accessories (Monitors, KB, Mouse etc)	25	Nos		
1.2	Switch 3 com 4500.	4	Nos		
1.3	Cisco Switch Catalyst 2950.	2	Nos		
1.4	Maintenance of Network at site, Switches, nodes etc as per the scope of work.	1	JOB		
1.5	IBM Server Model X3200-M2.	1	Nos		
1.6	HP ProCurve 24B Layer 3 Switch	1	Nos		
<b>SH-II: Technical Support at Site:</b>					
2.1	Data Base Administrator (DBA): Dedicated onsite engineer for support on Oracle ICMS Database & Application Servers as per the scope of work.	1	Engineer		
2.2	Providing support Team at site on round the clock basis 24x7. 2 Engineers per shift. Total: 7 Engineers. Maintenance of Network, PCs and Printers etc as per the scope of work.	7	Engineers		
2.3	Providing support at site for operation and management of EDI Data for ICMS System on round the clock 24x7. 1 Engineer per shift. Total: 4 Engineers. Maintenance of EDI Server, connectivity, data management etc as per the scope of work.	4	Engineers		
<b>Total Amount (Without GST &amp; PF, ESI, Bonus):</b>					
<b><u>GST as Applicable</u></b>					

**\* Note:**

1. The Schedule of Quantity listed above may be taken as reference and quote accordingly through On-line portal only.
2. Quoted Rates including SH-I CAMC Cost, SH-II Technical Support Cost, Tools, firm/contractor Profit and other expenditures
3. Quoted Rate shall Exclude applicable GST & PF, ESI, Bonus. The same may be reimbursed/ paid on production of original receipts/documents if eligible as per Govt. norms.
4. Firm may visit the site before submitting the bids for proper evaluation.

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