



AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LIMITED

**e- TENDER DOCUMENT FOR AWARD OF
JOB CONTRACT FOR INVENTORISATION AND VALUATION / RE-
VALUATION OF OLD UNCLEARED, UNCLAIMED, ABANDONED, SEIZED
AND DETAINED CARGO, COURIER AND EXPRESS CARGO LYING AT
INTEGRATED AIR CARGO COMPLEX, CHENNAI AIRPORT UNDER THE
PROVISIONS OF CUSTOMS ACT 1962, AND IN TERMS OF DIRECTIVES OF
GOVERNMENT OF INDIA**

Tender Reference No. : AAICLAS/MAA/3421/2021

**Integrated Air Cargo Complex
Meenambakkam, Chennai Airport, Chennai– 600 027,
Telefax: 044 2256 0581, Phone No: 044 22560431 / 9755.**

INDEX TO DOCUMENTS

SL.NO	CONTENTS	PAGENO
1	COVER PAGE	1
2	INDEX TO DOCUMENTS	2
3	CHECKLIST & ELIGIBILITY CRITERIA DOCUMENTS	3
4	DETAILS OF CONTRACT AND CRITICAL DATES	4
5	E-TENDERING GUIDELINES TO TENDERERS	5
6	NOTICE INVITING e-TENDERS	6-11
7	SPECIFIC CONDITIONS FOR NON-ACCEPTANCE OF TENDER DOCUMENTS	12
8	AVAILABILITY/DOWNLOADING OF TENDER DOCUMENTS	13-14
9	GENERAL INFORMATION/GUIDELINES	15-18
10	AGREEMENT-ANNEXURE-‘A’	19-25
11	SCOPE OF FUNCTIONS-SCHEDULE-‘A’	26-27
12	DETAILS OF TENDERER WITH BANK DETAILS – ANNEXURE-‘B’	28-29
13	AFFIDAVIT IN NONJUDICIAL Rs.100/- STAMP PAPER - ANNEXURE-‘C’	30
14	UNCODITIONAL ACCEPTANCE LETTER-ANNEXURE-‘D’	31-32
15	OUTSTANDING DUES REPORT WITH AAI/ AAICLAS-ANNEXURE-‘E’	33
16	LIST OF NEAR RELATIVES EMPLOYED IN AAI /AAICLAS. - ANNEXURE-‘F’	34
17	SCHEDULE OF WORK-ANNEXURE-‘G’	35
18	PROFORMA FOR EARNEST MONEY DECLARATION – ANNEXURE-H	36
19	DECLARATION BY TENDERER ON COMPLIANCE OF RULE 144 (xi) - ORDER NO.F.NO.6/18/2019 DTD. 23.07.2020 – ANNEXURE-I	37

CHECKLIST & ELIGIBILITY CRITERIA DOCUMENTS

(To be confirmed by the firm before submission of tender documents
in www.etenders.gov.in portal)

DOCUMENTS TO BE UPLOADED

Sl. No.	Name of the Documents	Envelope Cover	Reference
1.	Demand Draft for Rs. 1180/- (inclusive of GST @ 18%) in favour of "AAICLAS" payable at Chennai	1	NIT, Clause 4(a)
2.	Agreement	1	ANNEXURE-A
3.	Details of Tenderer with Bank Details	1	ANNEXURE-B
4.	Declaration on Non-judicial Stamp paper of value Rs.100/- duly attested by Notary Public	1	ANNEXURE-C
5.	Unconditional Acceptance Letter	1	ANNEXURE-D
6.	Outstanding Dues Report with AAI/ AAICLAS	1	ANNEXURE-E
7.	List of near relatives	1	ANNEXURE-F
8.	Schedule of Work	1	ANNEXURE-G
9.	Proforma for Earnest Money Declaration	1	ANNEXURE-H
10.	Declaration by tenderer on – compliance of order no.F.no.06/18/2019 – PPD dated 23.07.2020 issued by Ministry of Finance, Dept. Of Expenditure, Public Procurement Division	1	ANNEXURE-I
11.	Authorisation Letter /Power of Attorney, if any	1	Clause 6(iv)
12.	Copy of Docs. For Annual Turnover of Firm exceeding Rs. 1.5 Lakhs during last year, copy of P&L a/c & Balance Sheet for past 3 (three) years.	1	Clause 9(iv)
13.	Copy of Docs. For Three years experience for Inventorisation / Valuation work	1	Clause 9(i)
14.	Certificate of Registration, PAN & GST, IT return for past 3 years	1	Clause 9(v)
15.	Copy of (1) Registration Certificate, (2) certification of authorisation issued by Indian Institute of Valuers, (3) educational / technical qualification of the tenderer (4) empanelled as valuer with Indian Customs / Income Tax Dept.	1	Clause 9(vi)
16.	Complete set of Tender papers duly signed with date and office seal affixed on each page by the Tenderer	1	-
17.	Uploading of the rates duly filled in the BOQ file in the portal. (Tenderers may note that except filling up the details like name of the firm and the rate, no other changes should be made in the file including the renaming of the file, failing which the BOQ file may not be accepted by the system).	2	BOQ file as uploaded in CPP Portal

NOTE: The following documents in original should reach the office of **Regional Manager, AAICLAS, Integrated Air Cargo Complex, Meenambakkam, Chennai Airport, Chennai- 600 027** on or before the stipulated date and time:

- i. Original Demand Draft (DD) for the Tender Cost.
- ii. Original signed Unconditional Acceptance letter of AAICLAS Tender Condition (Annexure-D).

Details of Tender and Critical Dates

Name of Work	JOB CONTRACT FOR INVENTORISATION AND VALUATION / RE-VALUATION OF OLD UNCLEARED, UNCLAIMED, ABANDONED, SEIZED AND DETAINED CARGO, COURIER AND EXPRESS CARGO LYING AT INTEGRATED AIR CARGO COMPLEX, CHENNAI AIRPORT UNDER THE PROVISIONS OF CUSTOMS ACT 1962, AND IN TERMS OF DIRECTIVES OF GOVERNMENT OF INDIA
Tender cost (inclusive of GST at 12 %)	Rs. 1,180/- (Rupees One Thousand One Hundred and Eighty Only)
EMD	Declaration for EMD as per Annexure-I
Tender Ref No.	AAM/CARGO/3421/2021
Period of Contract	TWO (02) YEARS
Tender Document Sale Start Date & Time	09.07.2021, 1855 Hrs
Tender Document Sale End Date & Time	24.07.2021, 1300 Hrs
Clarification Start Date & Time	09.07.2021, 1855 Hrs
Clarification End Date & Time	18.07.2021, 1800 Hrs
Bid Submission Start Date & Time	09.07.2021, 1855 Hrs
Bid Submission End Date & Time	24.07.2021, 1300 Hrs
Last date of offline submission of original documents of Tender fee and unconditional acceptance letter in the O/o Regional Manager. (No postal delay will be accepted)	28.07.2021, 1400 Hrs
Bid Opening physical documents– Offline	28.07.2021, 1400 Hrs
Date of opening Envelope-I (Technical Bid)	28.07.2021, 1500 Hrs
Date of opening Envelope-II (Financial Bid)	Date & time of opening of financial bid shall be intimated subsequently only to the technically qualified Tenderers.

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

Tender documents indicating full details of the contract will be available on AAI website www.aai.aero and portal address <http://etenders.gov.in> between 09/07/2021 1855 hrs to 24/07/2021 up to 1300 hrs.

For any further information contact us on 044-2256 0431/9755.

E-TENDERING GUIDELINES TO TENDERERS

E-Tendering Participation Requirements: Interested bidders/tenderers willing to participate through e-tendering process are required to register themselves in the GOI Central Public Procurement Portal www.etenders.gov.in

For special Instructions to the Contractors/Bidders for the e-submission of the bids online through e-Procurement Portal follow hyperlink given below:
<https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page>

Bidders Manual Kit available for download at the hyperlink given below:
<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

For any technical assistance with regard to the functioning of the portal, the bidders may contact the Help desk according to escalation matrix given below:

CPPP under GePNIC, Help Desk Services

1. **For any technical related queries, please call the Helpdesk at 24 x 7 Help Desk Numbers: 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 : 0120-4200462,0120-4001002

Mobile: 91 8826246593

E-Mail: support-eproc@nic.in

2. **For any Policy related matter / Clarifications, Please contact Dept of Expenditure, Ministry of Finance.**
E-Mail: cPPP-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, AAICLAS, Help desk services may be availed from **Sh Aman Mishra, +918804377070** in case of any technical issues with bid submission at CPPP under GePNIC <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Saturday, Sunday and Gazetted Holiday) between 0930-1800 hours and shall assist users on technical 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**”.
4. The above mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal.
5. For queries related to the tenders published on the portal bidders are advised to contact concerned Bid Manager of AAICLAS.



AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LIMITED
(An AAI subsidiary)
INTEGRATED AIR CARGO COMPLEX
CHENNAI AIRPORT: CHENNAI -600 027.

NOTICE INVITING e-TENDER

1. Tenders are invited through the Central Public Procurement Portal (CPPP) by Regional Manager (SR) on behalf of, CEO, AAICLAS from the eligible contractors for the award of **“JOB CONTRACT FOR INVENTORISATION AND VALUATION / RE-VALUATION OF OLD UNCLEARED, UNCLAIMED, ABANDONED, SEIZED AND DETAINED CARGO, COURIER AND EXPRESS CARGO LYING AT INTEGRATED AIR CARGO COMPLEX, CHENNAI AIRPORT UNDER THE PROVISIONS OF CUSTOMS ACT 1962, AND IN TERMS OF DIRECTIVES OF GOVERNMENT OF INDIA”.**

Name of Work	Period of Contract	Estimated Amount	Tender Cost
JOB CONTRACT FOR INVENTORISATION AND VALUATION / RE-VALUATION OF OLD UNCLEARED, UNCLAIMED, ABANDONED, SEIZED AND DETAINED CARGO, COURIER AND EXPRESS CARGO LYING AT INTEGRATED AIR CARGO COMPLEX, CHENNAI AIRPORT UNDER THE PROVISIONS OF CUSTOMS ACT 1962, AND IN TERMS OF DIRECTIVES OF GOVERNMENT OF INDIA	Two (02) Years plus one (01) year extension upon satisfactory performance with 10% escalation of rate in agreement	5 lakhs	Rs.1,180/- (including GST) (Rupees One Thousand One Hundred and Eighty Only)

NOTE: Participants are required to upload the documents after making proper diligence study.

2. The tendering process is online at CPP portal URL address <https://etenders.gov.in/eprocure/app> Aspiring Tenderers may go through the tender document by login the CPP Portal.

3. Prospective Tenderers are advised to get themselves acquainted for e-tendering participation requirements at "E-Tendering Guidelines To Tenderers," register themselves at CPP Portal, obtain 'User ID' & 'Password' and go through the 'Self Help Files' available in the Home Page after log in to the CPP portal <https://etenders.gov.in/eprocure/app>. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for login and submission of their application. The process normally takes 03 days of time.

4. a). **Tender fee of Rs. 1,180/-**(Rupees One Thousand One Hundred and Eighty Only) will be required to be paid offline by Demand Draft drawn in favour of AAI Cargo Logistics and Allied Services Co. Ltd. or AAICLAS payable at Chennai from a Nationalized or any scheduled bank (but not from co-operative or Gramin bank) and original shall be submitted to the Regional Manager - SR, AAICLAS, Meenambakkam, Chennai Airport, Chennai - 16. A scanned copy of the receipt of the payment made is to be uploaded along with the tender documents at the time of submission of Envelope-I. Non-submission of Tender Cost receipt shall lead to disqualification of tenderers.

b). *As per the Government of India, Ministry of Finance Order No.F.9/4/2020-PPD dated 12.11.2020, the EMD amount is exempted for period up to 31.12.2021 due to Covid-19 pandemic for all MSEs having registration as per provisions of the policy i.e., registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME.*

Note: Non-submission of Tender Cost and EMD declaration shall lead to disqualification of tenderers, unless otherwise exempted.

5. **Bid Submission:**

i) Bids shall be submitted online only at CPP website: <https://etenders.gov.in.eprocure/cppp>

ii) Tenderer / Contractor are advised to follow the instructions “E-Tendering Guidelines To Tenderers” provided for online submission of bids.

iii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

iv) Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under any circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partners(s) / directors(s) are common) shall not be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

v) Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <https://etenders.gov.in.eprocure/cppp>, shall not tamper / modify the tender form including downloaded BOQ template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be summarily rejected and tenderer is liable for debarment from AAI/ AAICLAS, apart from any other appropriate legal action.

6. **Envelope-I (TECHNICAL BID):**

Containing Qualifying Requirements of Contractor / Tenderer / Firm. They shall contain scanned copy of digitally signed documents (in readable form) submitted at AAICLAS e-tendering Portal.

- i) Scanned copy of unconditional Acceptance of AAICLAS Tender Conditions (Annexure-D).
- ii) Scanned copy of DD against Tender Fee shall be uploaded (if applicable).

- iii) Declaration of EMD (Annexure-H)/ Tender fee Exemption MSME, (if applicable) (Refer Clause 17 & 18 of NIT).
- iv) Authorisation letter/Power of Attorney, if any.
- v) Details of Tenderer with Bank Details (Annexure-B).
- vi) Proof of Three years Experience as per Clause 9 (i) of the NIT.
- vii) Balance Sheet/ Profit and Loss account statement for last three financial years as a proof of Annual turnover exceeding Rs. 1.5 Lakhs as per Clause 9(iv) of NIT.
- viii) Certificate of Registration, Copy of PAN Card and GST Registration Certificate as per Clause 9 (V) of NIT.
- ix) Proof as valuer with Govt. Authorities as per Clause 9 (vi).
- x) Affidavit as per Annexure-C on a non-judicial stamp paper of value Rs.100/-
- xi) List of near relatives in AAI/AAICLAS as per Annexure-F.
- xii) Schedule of Work as per Annexure-G
- xiii) Declaration for Rule 144 (xi) of GFR, 2017, as per Annexure-I

a) Original / Hard copies of the following is required to be submitted to the Regional Manager / General Manager (Cargo), AAI Cargo Logistics and Allied Services Company Limited (An AAI Subsidiary), Integrated Air Cargo Complex, Meenambakkam, Chennai – 600 016, Telephone No. 044-2256 9755/0431] on or before **28/07/2021 up to 1400 hrs.**

- i) Unconditional Acceptance Letter (Annexure-D).
- ii) Demand Drafts for payment of Tender Cost.

b) The content of the original documents shall be same and matching to the scanned documents uploaded in Envelope-I on CPP portal or otherwise the Tender of the tenderer will be summarily rejected.

7. **Envelope-II (FINANCIAL BID):**

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

8. **BID OPENING PROCESS:**

The bid opening process is described below :-

8.1. **Envelope – I:** Containing Documents for Technical Bid uploaded by the tenderers shall be opened **on 28/07/2021 at 1500 Hrs.** The intimation regarding acceptance / rejection of their bids will be sent through the e-tendering portal.

8.2. **Envelope – II:** The opening date, depending on evaluation of Technical bid documents, shall be intimated through “Notification to Tenderer” Section. If any clarification is needed from the Tenderer about the deficiency in his uploaded documents in Envelope-I, he will be asked to provide it through “collaboration folder” in e-tendering portal. The Tenderer shall upload the requisite clarification / documents within time specified by AAICLAS, failing which tender will be rejected outrightly. Financial bids of the tenderers / firms found to be meeting the qualifying

requirements shall be opened on the specified date. The date and time of opening of Financial Bid of technically qualified tenderers will be intimated through “Notification to Tenderer” Section.

9. Qualifying requirements of tenderers / firms:

i) **Work Experience: Working experience as Valuer for last 3 (three) Financial Years in Job of Valuation, inventorisation with credential certificate.**

ii) Client certificate for experience should show the *value of work of Rs.5.0 Lakhs*, 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.

iii) The Tenderers will be qualified only, if they have satisfactory completion of the work. Phase / Part completion of the scope of work in a contract shall not be considered, however pre-determined phasing of the work will be accepted work(s) during last seven years ending **31/03/2021** in India as given below.

iv) Should have annualized *average financial turnover of Rs.2.5 Lakhs* against works executed during last three financial years ending **31/03/2021**. As a proof, copy of abridged Balance Sheet, Profit & Loss Account Statement of the firm should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

v) Should have valid Registration on the Date of issue of Tender in appropriate Class, having Permanent Account Number (PAN), Goods & Services tax (GST) registration, Company/Firm registration and Income Tax Returns (ITR) for the last three financial years.

vi) The Valuer should figure in the list of registered valuers /Empanelled Chartered Engineers with Indian Customs / Income Tax Department.

vii) Affidavit (Performa given in Annexure-C, of Tender Document).

viii) List of near relatives employed in AAI Cargo Logistics And Allied Services Company Ltd as per Annexure-‘F’ should be submitted in Envelope-I. Nil report shall be submitted if not applicable.

10. The period of contract shall be initially for **TWO** years from the date of commencement of the contract, terminable by three months notice on either side. The contract extended by AAICLASS on its own discretion for a further period of **ONE** year subject to satisfactory performance.

11. During the extended period, the contractor will be paid 10% escalation of initial awarded rate on the existing terms and conditions.

12. Packing materials such as card board boxes of required different sizes, cargo tapes, stripping rolls, steel clips, markers, cutting blades etc shall be supplied by AAICLAS.

13. Quoted rates in BOQ are for Inventorisation and Valuation / Re-Valuation per package irrespective of weight, size, shape, value and contents including lab test (if required), filing of Bill of Entry, and obtaining Customs Clearance for Lots Sold.

14. Valuer / Contractor officials shall be deputed on need basis as and when called by AAICLAS.

15. Notwithstanding the above, the contractor shall not discontinue the services within the notice period until such time the AAICLAS permits him / her to withdraw the services by written communication or till such time alternative arrangements are made, whichever is earlier.

16. The contractor shall abide by all the applicable rules and regulations framed under Central / State Laws, for the provision of Licence under Contract Labour Act 1970, Disbursement of wages, PF, ESI, Bonus and other statutory obligations / welfare measures and also the insurance cover (Third Party Coverage) for any possible injury or loss to the work force, as a result of the Deployment in the premises of AAI or in the course of the performance of the functions under the Licence.

17. **Concessions to Indian Micro & Small Enterprises (MSEs) units:-**

As per the Public Procurement Policy for MSEs Order, 2018, the tender sets are free of cost and exempted from payment of earnest money to all MSEs (Micro & Small Enterprises), having registration as per provisions of the policy i.e., registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME. However, to avail exemption facility, Tenderer is required to submit documentary proof (viz. requisite clearance / license / permit from statutory Authority) in (Envelope-I) in this regard.

18. **PROCEDURE FOR EXEMPTION OF TENDER FEE FOR NSIC / MSEs:**

Micro and Small Enterprises (MSEs) – registered with District Industries Centres or Khadi and Village Industries commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, and further amendments for goods produced and service rendered – shall be issued Tender Documents free of cost.

The following procedure is adopted for the Tenderers registered with NSIC / MSEs:

- a) Tenderer shall produce documentary proof in Envelope-I for exemption of Tender fee/earnest money.
- b) The MSEs who intent to claim benefit under MSME Act, shall fulfil the following, otherwise they run the risk of their bid being passed over as “INELIGIBLE” for the benefits applicable to MSEs and their bid will not be considered for evaluation.

- (i) MSEs which are specified by the Ministry of Micro, Small and Medium Enterprises under MSMED Act 2006 and Public Procurement Policy, 2018 as Manufacturing / Service Enterprises should have registered with NSIC under its Single Point Registration Scheme (SPRS)
- (ii) NSIC certificate with monetary limit indicated should be valid on the scheduled date / extended date of submission of tender. Certificates without monetary limit will not be considered.
- (iii) The items of Product / Services mentioned under NSIC certificate should be the same or similar to the tendered items (Schedule of Quantity of Tender).
- (iv) If monetary limit is less than the value of work(s) / Supply is / are “In hand (Progress)” awarded under MSME benefits during the financial year plus estimated cost of this tender, they should obtain “Competency Certificate” from NSIC for participating in this tender as well as to avail MSME benefits. The competency certificate should be uploaded in the Envelope-I

**REGIONAL MANAGER
AAICLAS, CHENNAI AIRPORT**

SPECIFIC CONDITIONS FOR NON-ACCEPTANCE OF TENDER DOCUMENTS



“Tender Documents” shall not be accepted from the agencies falling under the following categories:

1. Ex-Contractor(s) or Contractors’ /Existing Contractor(s) or Contractors of AAI /AAICLAS having outstanding dues in respect of the airports under Northern, Southern, Western, Eastern and North-East Regions as well as Airports Viz. Chennai and Kolkata airports except where the dues are pertaining to current months License fee/ Bills. The disputed dues referred to an Arbitrator for adjudication as per terms and conditions of the Contract agreement shall not form a part of outstanding dues for the purpose of the acceptance of tender documents. However, at the time of uploading the tender documents, such agencies shall have to furnish(i) the details of their contract(s) with AAI/AAICLAS at all the International and Domestic Airports as a whole:(ii) their liability of payment of disputed/undisputed dues of AAI/AAICLAS.
2. Parties De-barred/black listed by CBI or AAI/AAICLAS or Undertakings/Departments like Railway, Defence or any other Department of Govt. of India, State Govt. Parties shall have to furnish a declaration to this effect at the time of uploading the tender documents.
3. Parties facing action under PPE Act with AAI/AAICLAS.
4. Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI/AAICLAS at any of the airports as a whole and has not paid such dues to AAI/AAICLAS shall also not be eligible for the tender.
5. Consortium / Joint Venture firms shall not be permitted. No single firm shall be permitted to submit two separate applications.
6. The Tenderer other than exempted category who fails to submit the original DD towards Tender fee before the stipulated date and time, their tender shall be rejected out-right. Any postal delay will not be entertained.
7. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAICLAS. Conditional tenders would be summarily rejected.

**REGIONAL MANAGER,
AAICLAS,CHENNAI AIRPORT**

AVAILABILITY/DOWNLOADING OF TENDER DOCUMENTS



1. Only one tender document shall be downloaded by a single party either a firm or an individual. The proprietor of more than one Company or Firm will be considered as single party and one legal entity.
2. A sole proprietor having concerns under different names will be considered as a single legal entity.
3. In case of partnership firm, as it does not have any legal entity on its own, hence if two or more firms are having common partners then all these firms will be considered as single entity. The principle of implied agency of partner as per the Partnership Act of India has been taken as the guiding principle. Since the provisions are different in Tax laws hence different PAN card will not entitle the firms having common partners to be treated as separate entity for the purpose of contracts in AAICLAS.
4. If the entity participating in any of the tenders is a Private or Public Limited company, Partnership Firm or Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such company is also a Director of any other company or partner of a concern Sole Proprietor having established business with AAI/AAICLAS and has outstanding dues payable to the AAI/AAICLAS, then the said entity may not be allowed in AAICLAS tenders.
5. In case of companies, if the holding company and its subsidiary are participating in the same tender then a disclosure to this effect to be made at the time of application for tender form. Also, it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.
6. In case a Foreign Company and its wholly owned Indian subsidiary (WOS) company are participating in the same tender then a disclosure to be made during their application stage. Also, it will be mandatory for them to submit the basis and proof of the relationship during the Technical bid stage.
7. Tender documents indicating full details of the Job Contract will be available on AAI website <http://www.aai.aero/> and portal address <http://etenders.gov.in>. A scanned copy of the payment made is to be uploaded along with the technical bid documents of tender documents at the time of submission. Non-submission of Tender Cost receipt shall lead to disqualification of tenderers.
8. The Bids shall be submitted only on the NIC e-Tender portal <http://etenders.gov.in>
9. The bids shall not be accepted in any other form. The contractors are requested/advised to get themselves acquainted for e-tendering participation requirement themselves.
10. Clarification needed, if any may be sent through e-tendering portal only.
11. Tender documents duly completed in all respects containing Technical Bid along with Financial Bid (separately) be uploaded (in English only) by **24/07/2021 1300hrs** (AAICLAS may extend/modify this date at its discretion). Each page of Technical Bids should be signed by the person authorized by the tenderer.
12. Financial Bid of technically qualified Tenderers only will be opened. It should be unconditional.
13. Conditional tenders will be summarily rejected.
14. AAICLAS has the right to seek clarification from the participants for better understanding of bids.

15. AAICLAS reserves to itself the right to reject conditional tenders without assigning any reason thereto.
16. AAICLAS reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail or information from any of the tenderer(s).
17. AAICLAS reserves itself the right of extend the date of receiving/opening of the bids as well as to extend the validity of the tender.
18. AAICLAS reserves the right to accept/reject any or all tender (s) in part or in full without assigning any reason.



GENERAL INFORMATION/GUIDELINES

1. Tender documents are not transferable.
2. Envelope-I shall be opened/scrutinized on **28/07/2021 at 1500 hrs** and shall contain the basic documents to be uploaded specified as under:
3. The tenderers are required to furnish Tender Cost of **Rs.1,180/-** (Rupees One Thousand One Hundred and Eighty Only) inclusive of 18 % GST through Demand Draft or Pay Order drawn in favor of AAI Cargo Logistics and Allied Services Co Ltd or AAICLAS, payable at Chennai.
4. Self-attested copies of the PAN card, and GST Registration Certificate. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non-submission will not be considered as exemption. AAICLAS reserves the right to confirm the legal applicability of the provisions before accepting the declaration of applicability as submitted by the party.
5. Form of Unconditional Acceptance Letter duly signed as per Annexure-D
6. Details of the contracts held (current/past) at all AAI/AAICLAS controlled airports and offices (Nil statement to also be filed).
 - i. Declaration giving the particulars of contracts undertaken (current and past) by the party at different stations of AAI and AAICLAS. The details of blacklisting or debaring effected by AAI/AAICLAS, or any Government of India department, any Central or State Public Sector Undertakings. (NIL statement to also be filed) as per Annexure-‘E’
 - ii. The details of disputed and undisputed outstanding dues thereon along with the details of Security Deposit and mode of Security Deposit.
 - iii. The tenderer should also enclose the No Dues Certificate issued by AAI/AAICLAS in respect of all Airports under its control. (It will be the responsibility of the party to obtain the No Dues Certificate from all the stations and/or offices of AAI/AAICLAS and submit the same with the tender documents, if applicable).
7. Copies of (duly audited and certified by a Chartered Accountant) of Profit and Loss Account / Balance sheet of the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the Companies Act for the last three financial years.
8. List of near relatives employed in AAI Cargo Logistics And Allied Services Company Ltd as per Annexure-‘F’.
9. Any other documents required to fulfill the eligibility criteria of the requirement of tender conditions.

Note: One set of scanned copy of complete technical documents comprising of documents as listed in Clause 6 & 9 of NIT shall be uploaded along with the Technical bid Envelope-I.

{Refer Para-6 under heading – Envelope-I (Tech.Bid) at Page 7 for list of documents to be submitted}

10. **Mode Of Submission of required Original documents:**

- a. The following documents mentioned in Clause 6 (Envelope-I Technical Bid) of NIT, in original should reach the Office of the **Regional Manager, AAICLAS, Integrated Air Cargo Complex, Meenambakkam, Chennai Airport, Chennai – 600 016** before the stipulated date and time. Tender of Tenderer whose original documents are not received by the stipulated time will be summarily rejected. Any postal delay will not be entertained.
- b. The above said original documents shall be submitted offline (Postal/Physical) to the Bid Manager on or before 28.07.2021 at 1400 Hrs. The scanned copies uploaded at the time of online bid submission and the physical documents should be the same, otherwise, the Bid of the firm will be summarily rejected.

11. It may clearly be noted that in case tender(s) submitted by the tenderers is not accompanied by any of the documents stated above at Clause 6 & 9 of NIT as may be relevant/applicable, such tenders shall not be considered.

12. Any other relevant information/document which tenderer(s) may consider appropriate including their expertise and experience in the areas other than for which tenders invited by AAICLAS.

13. Based on the aforesaid documentation and the qualifications indicated in the Tender Notice, if considered necessary, AAICLAS may call the tenderer(s) to give technical presentation about their experience, capability, capacity, professionalism. However, the technical presentation is for more understanding and will not be a ground for qualification of any offer.

14. Submission/Opening of Financial Bid:

- a. The financial e-bid should be in the prescribed BOQ file of **xls format only** to be uploaded in the e-Tender portal.
- b. The amount of Valuation Charges should be conspicuously given both in figures as well as in words. In case of discrepancy between the amount offered in figures and words, the offer given in words only will be considered.
- c. The financial bid of the technically qualified tenderer(s) only will be opened and the same will be informed to the concerned agencies. AAICLAS may extend/modify the date at its discretion.
- d. For any further information contact us on 044-22560431, 2256 9755.

Note: If date of opening of technical/financial bid happens to be a holiday, the opening of the same will be on the next working day.

15. Specific Instructions to the Tenderer(s)

- (a) Tenderer has to quote their financial quote only in the Base Rate column of BOQ file and upload in E-Tender portal. No other format of financial quote will be entertained.
- (b) Downloading of tender form will be stopped on due date and time as given in the Tender Notice.
- (c) The successful tenderer awarded with the work will be required to sign an agreement with AAICLAS as per the format enclosed within 15 days of the award.
- (d) All rates shall be quoted as per Performa given in BOQ file.

- (e) On acceptance of the tender, the name of the tenderer/ the name of the accredited representative(s) of the tenderer who would be responsible for taking instructions from authorized official of the AAICLAS is to be intimated.
- (f) Silence or use of word 'Noted' against any of the tender conditions shall mean tenderer agrees to comply with that/those conditions.
- (g) AAICLAS does not bind itself to accept the highest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- (h) GST any other tax, duties, levies, octroi etc, the material/services, in respect of this contract shall be payable by tenderer and the AAICLAS will not entertain any claim whatsoever.

Important: AAICLAS reserves the right to verify, refer any document to the concerned Authority for confirmation from case to case basis. Mere submission will not bind AAICLAS to accept the documents as valid for opening of financial bid.

16. It may be noted that the Tenderer may be debarred for further participation in AAICLAS tender(s) for a period of three year, on account of non-completion of the following:

- (a) Acceptance of the offer within **Seven (07) days** from the date of the award letter addressed to the party.
- (b) Execution of the Agreement as per the Annexure-A within 07 days.

17. Tender(s) will remain valid for a period of **90 days** from the date of opening of the Financial Bid.

18. The tenderer(s) shall give the list of his/her near relatives employed in AAI/ AAICLAS as per Annexure-F in Envelope-I.

19. The successful Tenderer shall intimate the names of the persons employed by him or going to employ, who are near relatives* of AAICLAS employees.
Note: By the term near relative is meant wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in-laws.

20. Any breach of the conditions at Serial No.08& 09 above by the successful tenderer(s) would render him/them liable to be removed from AAICLAS as a contractor and shall be debarred from issuing tender papers for the commercial contracts for a period of three years.

21. AAICLAS reserves itself the right to extend the date of receiving/opening of the bids as well as to extend the validity of the tender.

22. AAICLAS reserves the right to reject any or all tender(s) in part or in full without assigning any reason.

23. Performance Evaluation of Agencies & Procedure for Debarring:
Conditions for debarring and blacklisting parties:

- a) If a party after the award letter is issued does not complete the formalities of acceptance or does not commence the operation of the facility on the commencement date specified or does not sign the agreement within the prescribed date then the contract is liable to be terminated by AAICLAS. The party will also be debarred from participating in any tender of AAICLAS for a period of three years.
- b) If any contract is terminated due to any illegal activity which is punishable under any of Laws of the Land then the party will be debarred till the case is cleared by the concerned legal Authority of the land. In case, any penalty or fine is imposed by the concerned Authority then the party will be debarred till he obtains a clearance from the concerned Authority.
- c) If at any stage, during the tender process and even after the award of tender, AAICLAS finds that the party had submitted any false/wrong/concealment of information/document affecting eligibility criteria of the facility, in such case, party is liable to be debarred for three years for participation in AAICLAS tenders.
- d) If the contractor does not operate the contract up to 50% of the contract period, then the party is liable to be debarred for next one year.

24. Tenderer shall be processed within 7 days of opening of the financial bid

25. Based on the experiences in past, it is estimated that 2500 packages (Import & Courier Cargo) per annum approximately (it may vary depending upon the availability either more or less) may be produced for inventory & valuation.

26. All the above guidelines will form part & parcel of the Notice Inviting Tenders (NIT).

AGREEMENT

JOB CONTRACT FOR INVENTORISATION AND VALUATION / RE-VALUATION OF OLD UNCLEARED, UNCLAIMED, ABANDONED, SEIZED AND DETAINED CARGO, COURIER AND EXPRESS CARGO LYING AT INTEGRATED AIR CARGO COMPLEX, CHENNAI AIRPORT UNDER THE PROVISIONS OF CUSTOMS ACT 1962, AND IN TERMS OF DIRECTIVES OF GOVERNMENT OF INDIA

THIS AGREEMENT MADE THIS _____ day of _____ two thousand twenty one between M/s AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LIMITED (An 100% subsidiary of AAI), having its corporate office at AAICLAS Bhavan, Flying Club Road, Safdarjung Airport, New Delhi-110003, INDIA, represented by **Regional Manager**, AAICLAS, Integrated Air Cargo Complex, Chennai Airport, Chennai hereinafter called “**Authority**” (which term shall unless excluded by or is repugnant to the context be deemed to include its Chairman or Member, Executive Directors, Officers or any of them specified by the Chairman in this behalf and shall also include its successors and assign of the one part and M/s. _____ having its registered office at _____ and represented by Shri _____ the Authorised Signatory of other part (together with documentary proof of the authorized signatory) hereinafter called the “**Contractor**” (which terms shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representatives, successors and assigns of the contractor).

1. WHEREAS the Authority is desirous of availing services of contractor for providing services enumerated in Schedule “A” in respect of unclaimed, uncleared, abandoned E/L detention / Express Courier Cargo which services are hereinafter referred to as the said ‘services’ and whereas the said contractor has agreed to render the said services to the authority on the terms and conditions mentioned hereinafter.

2. **Scope of Functions:**

2.1 Contractor shall be responsible for correct and proper inventorisation / valuation / revaluation of all the packages presented / made available by the authority at the designated areas in terms of the scope of functions as detailed at SCHEDULE-‘A’. Schedule-A shall form part of Agreement.

2.2 As and when required the contractor shall also make available the services of the panel of valuers including the expert(s) on the product line for valuation of the packages. The panel of valuers, in case required, may also include the representative of Customs which will be arranged by the Contractor. In case of any doubt the decision of the panel of three valuers shall be final.

2.3 After inventorisation / valuation / revaluation, Contractor shall promptly make available the packages together with the documentary details of inventorisation, valuation as per prescribed procedure to the designated officials of AAICLAS for proper stacking in the designated areas.

Contractor (Valuer) has to carry out the required functions as per the job contract / scope of function on the packages made available by AAI/AAICLAS.

2.4 The Contractor shall specifically notify the Authority in writing the items like Narcotics, Antiques, Radio Active Material, hazardous cargo, drugs (including the expired drugs/chemicals), pornography, Cinematographic films, religious material, fire-arms, precious metals, namely Diamond/ platinum/ gold/silver etc., in case found during the course of inventORIZATION/valuation which cannot be disposed by AAICLAS through the auction.

3. **Duration of Agreement:**

This agreement shall be deemed to have commenced from _____ and shall continue to be enforced up to _____. The contract may be extended by the Authority on its discretion subject to satisfactory performance for a further period of one year. During the extended period, contractor will be paid 10% escalation of initial awarded rate on the existing terms and conditions.

4. **Notice for Termination** :

4.1 The Authority shall have the right to terminate the contract after giving 90 days notice. The Contractor can also terminate this contract by serving a similar notice, in writing. Such notices will be served by 'Registered Post' or by hand at the respective address. Notwithstanding the above, the Contractor shall not discontinue the services within and after the notice period and shall continue to provide services as per the contract till alternative arrangements are made.

4.2 Even when the Contractor has served notice for rescinding the License / Contract, his / her personnel will not be withdrawn by him/ her till such time alternate arrangements are made by the Authority.

4.3 The Authority shall have the right to terminate the contract at any stage without giving a notice in case the Competent Authority of AAICLAS is satisfied that License has been obtained by indulging in fraud, cheating, submission of false, forged, fabricated, tampered documents, etc. and / or Contractor found indulging against the terms of the agreement.

5. **Payment Terms** :

5.1 On consideration of the contractor actually performing the said services satisfactorily, Authority shall pay to the contractor an all inclusive lump sum rate of Rs. _____ per package irrespective of size/volume/weight/value of the packages, filing of consolidated Bill of Entry Tender wise and obtaining customs clearance of lots sold.

5.2 Service Tax/GST payable as per rules shall be reimbursed in addition to the charges at Clause 5.1 and TDS as applicable shall be deducted from the bill received from the contractor before release of the payment against such bill.

5.3 The aforesaid rate shall remain firm during the currency of the contract/agreement (Two years) and no claim for compensation or escalation shall be entertained from the contractor during the currency of the agreement. Contractor shall absorb all enhancements / payments on account of increase in wages/remuneration of his/her workers and the taxes, if any, payable during the currency of the agreement.

5.4 The contractor on completion of each month will submit bill along with the relevant documents duly certified by the designated officials of the Authority by the 5th of each

month and the amount payable after deductions as finalized will be released to the contractor by the 20th of each month.

- 5.5 **Statutory and other deductions:** Deductions towards Income Tax and other statutory dues / Taxes and the penal levies imposed by the Authority as provided for, shall be made from the payable amount of the monthly bill received from the contractor. In the event of any amount having been paid in excess, the same shall be recovered before the payment is released during the succeeding months. The payment of amount as computed by the Authority based on the relevant documents shall be deemed as final and binding on both the parties.
6. **Entry Passes** : Before commencement of work, the Contractor shall apply for, in prescribed format application and arrange valid entry passes (Photo Identity Cards) for all the required personnel under the terms of the contract in due time. The passes shall be issued to all the concerned individuals at the commencement of each shift and retrieved at the end of the duty of each individual. The contractor shall also ensure that none of his manpower is found or deployed without holding a valid PIC and also beyond their stipulated duty timings.

Any such individual found inside the Air Cargo Complex beyond their duty timings or not in possession of a valid PIC shall be treated as unauthorized entrant and action as provided for shall be taken against such workmen/contractor in terms of Regulations in force.

The Contractor shall also additionally ensure that none of their worker / staff enter the areas of Cargo Complex for which they are not specifically designated, as per their assigned duty and any violation thereof shall render the concerned individual to forfeiture his/her entry permit/PIC besides imposition of penalty, as may be decided by the designated Authority officials.

7. **Indemnity against any claim on account of injury** :

The Contractor shall indemnify Authority against any claim on account of injury caused to and by his personnel/representative(s) during the course of their performance of duties owing to the negligent handling/mishandling of AAI property / cargo etc. and shall also comply with the provisions of the Workmen Compensation Act, 1923 and such other applicable statutes/regulations.

8. **Statutory laws and Rules / Regulations and Rules and Regulations and Procedure of AAI:**

The Contractor shall abide by all labour and other laws/ obligations including the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and other applicable statutes.

Before commencement of work under the provisions of this Contract, the Contractor shall obtain and produce to the Authority the Contract, as provided for under the applicable Laws.

The Contractor and his / her representatives/staff shall abide by the rules and regulations of the Authority and all other statutes while performing the contractual functions.

The Contractor and all his workforce shall comply with the requirements and directions as given by the Authority in respect of any matter relating to hygiene, sanitation, prevention of infectious diseases, nuisance from insects/flyes and use of toilets/washrooms etc.

9. **Subletting of Contract** :

The Contractor shall not sublet any portion of this contract to other agency (ies) and if subletting is established, the contractor shall be liable for termination after issuance of a formal notice to the contractor as provided for in this agreement. In addition, compensation / damages @ 10% of the bill amount for the relevant period shall also be levied.

10. **Guarantee Security**: The Contractor shall submit a BG/DD/NEFT in favour of AAICLAS payable at Chennai from a Nationalized Bank for Rs.50,000/- or equivalent to 10% of the estimated annual value of the contract, whichever is higher, towards a Guarantee security for the due and faithful discharge of the licensee.

11. The Security Deposit will be refunded /discharged and returned to the Contractor after six months of the satisfactory completion of the License. No interest shall be payable by the Authority on the Security Deposit. The Authority reserves the right to forfeit wholly or partly the security deposit, for failure of any part of the terms or conditions of this Agreement. The amount of Security Deposit shall be recouped by the contractor, in case of any adjustments being made by the Authority, under clauses of this Agreement during the currency of this contract. Authority shall have the right to recover such shortfall in the amount, from any amount due to the contractor, in case of his/her failure to do so.

The value of Security Deposit as above shall increase proportionately with any increase in the annual value of the contract.

12. **Administrative and Operational Space** : The Authority shall provide all specified facilities to the Contractor to discharge their obligations to the Authority in terms of this contract. Subject to availability of the space, office will be provided at the rates prescribed by the Authority from time to time.

13. **Character and Antecedents of Contractor's Workforce / Employees** :

13.1 The Contractor shall deploy well behaved / workforce of unblemished character and with duly verified antecedents.

13.2 The Contractor shall furnish to the Authority in writing the name, parentage, residential address, educational and technical qualifications, specimen signature(s), finger prints and two recent passport size photographs of all personnel whom he proposes to employ for the purpose of this contract, before deploying and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable after verification. The personnel deployed by the contractor shall obey such directions as may be issued by the Authority. The contractor shall also have the character and antecedents of all persons deployed by him/her verified by the Police to the satisfaction of BCAS and the proof of antecedent's verification by the prescribed authority shall be submitted to AAICLAS before deploying the individual for this contract.

13.3 The Authority, however, reserves the right to reject any staff for deployment in this contract.

13.4 The Contractor shall take action for the removal of such personnel deployed by him/her for the performance of functions under this Agreement, as and when advised by the Authority official(s).

14. **Standard of Work and Penalties:**

14.1 The Authority shall reserve the right to fix responsibility for omissions and commissions and impose the levies for such deficiencies in services after serving notice and giving a fair opportunity to the Contractor in respect of following : -

- a) Delay in inventorisation / valuation / revaluation in specified time limit.
- b) Wrong / improper inventorisation / valuation / revaluation.
- c) Negligence in performance of contractual obligations.
- d) The wrong / improper documentation/accounting etc.

An amount of **Rs.500/- (Rupees Five hundred only)** shall be levied as compensation / damages **for each lapse / deficiency** in service as mentioned above. In addition to the penal levy, the Contractor, his/her workforce shall also be liable for action as per the provisions of Customs Act, 1962 and/or any other applicable laws/regulations.

14.2 **Misconduct on the part of Contractor's Workmen / Staff :**

If contractor or his/her worker/staff are apprehended tampering with, stealing/pilfering cargo and/or abetting in such acts or causing damage, tampering with or stealing/ pilfering of cargo or assets of the Authority, he/she shall summarily be withdrawn from duty and shall also be removed from the premises of the Air Cargo Complex and further, shall not be re-deployed without the express and written consent of the Authority/designated officer of the Authority.

Whenever, the worker / staff of the Contractor is apprehended as above and/or found in an un-authorized possession of goods/property, the value of which does not exceed Rs.5,000/- levy of compensation/damages imposed will be Rs.1,000/-. Where value exceeds Rs.5,000/- levy imposed will be Rs.5,000/-. Such compensation/damages shall be imposed based on the findings of a joint investigation conducted by the designated official(s) of the Authority duly associating the Contractor's representative or documentary evidence.

The levies so imposed, per incident shall be in addition to and without prejudice to the recourse available to the Authority and the 'Laws of Land 'to realize / recover any kind of loss or damages which may be incurred or accrued.

14.3 **Standard of Work :**

In case it is observed by the Authority that the work performed by the Licensee is not as per the required/specified standards as contained in the scope of functions despite the penal levies being imposed on the Contractor for deficiency (ies) in the services, the Authority shall levy a penalty not exceeding **Rs.5,000/-** in a month shall be final and binding on the Contractor.

In event of repeated delay or lack promptitude in discharge of any contractual functions viz. specified standards in addition to the compensation/damages, levy (ies), the Authority can exercise the option to invoke the Clause-4 of the contract and seek cancellation after serving the stipulated notice as provided.

14.4 In the case of such breach of the terms of this contract as minor offenses any complaints coming to its notice for which in the opinion of the Authority this agreement need not be terminated, the Authority may at its discretion recover compensation from the Licensee upto the limit of the Security Deposit of the Contractor. The decision of the authority in this respect will be final and binding on the Contractor.

14.5 **Cumulative Charges** :

The cumulative charges towards levies/compensation/damages as provided under the existing clauses for which the Contractor is liable, shall be limited to 5% of annual turnover of the contract value during the year or **Rs.40,000/-** whichever is higher.

15. **Delegation** :

The penalties as provided in the agreement will be decided at the level of Asst. Manager (Cargo) which may be reviewed on appeal if required by the Sr. Manager and upon further appeal, if situation warrants by the Regional Manager and the decision of Regional Manager shall be final and binding on the Contractor.

16. **Arbitration:**

In the event of any dispute arising out of this Agreement, the matter shall be referred to a sole Arbitrator to be appointed by the Chairman, Airports Authority of India. The decision of the Arbitrator so appointed shall be final and binding on both parties. The applicable law to such arbitration proceedings shall be the laws of land as may be in force from time to time. The Arbitration shall be held in Chennai and shall be subject to the jurisdiction of courts in Chennai. Arbitration and Conciliation Act 1996 shall be applicable

17. **MISCELLANEOUS** :

The Contractor will be well conversant with the provisions of Customs Act 1962 and other relevant laws / regulations.

18. The Contractor shall engage / deploy duly qualified personnel for jobs required to be performed under this agreement.

19. The Authority reserves the right to appoint as many Valuers as may be deemed fit.

20. Contractor shall not damage the premises or any part of premises and in the event of any damage being caused to the same intentionally or otherwise, by the contractor or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the contractor to reimburse cost thereof for which the contractor undertakes to pay forthwith on demand.

21. The contractor shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable in nature.

22. The Contractor shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee or heating of food etc. unless specifically provided under the agreement to perform contractual obligation.

23. The Contractor will during the continuance of this contract insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipt from time to time for current premium.

24. The contractor shall not hold (or) permit to hold any public or private valuation in the premises of AAICLAS except the valuation authorized by AAICLAS.

25. **Novation Clause:** It is hereby agreed between the Parties that the AAICLAS shall have the right to novate this Agreement in favour of any third party (hereinafter "Third Party") on the same terms and condition as contained in this Agreement and the party hereby agrees to enter into such Novation Agreement recognizing the Third Party as the original authority in place of the AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LIMITED."

26. As per this agreement, the services of the valuer shall also be used for valuation/ revaluation of old uncleared, unclaimed, abandoned, seized, detained, courier and Express Cargo lying at all Southern Regional Airports of AAICLAS as and when the need arises during the currency/ extension period of this contract.

27. To facilitate this service as mentioned in para 26 above, the valuer shall be reimbursed the actual Second class sleeper train fare in the shortest route from Chennai to the concerned station on producing of tickets of the travel. For local conveyance, food, accommodation an amount up to Rs.500/-lump sum per day shall be reimbursed on submission of proof of expenses, in addition to the quoted rate per package for valuation.

IN WITNESS WHEREOF THE AUTHORITY AND THE CONTRACTOR HAS SET THEIR RESPECTIVE HANDS TO THE AGREEMENT ON THE DAY, MONTH AND YEAR ABOVE WRITTEN, IN THE PRESENCE OF FOLLOWING WITNESSES.

For and on behalf of
M/s

For and on behalf of
M/s AAI CARGO LOGISTICS AND
ALLIED SERVICES COMPANY LIMITED

Witness:

Witness:

1.

1.

2.

2.

SCOPE OF FUNCTIONS

1. The role of valuer starts from acceptance of cargo for inventorisation till final disposal through e-Auction, physical delivery of Cargo to the successful Tenderer/ destruction of Cargo through appropriate Destruction Authority including Inventorisation, Sticking, Valuation, Categorisation, Lot making, Filing Bill of Entries to Customs and assisting in payment of Customs Duty for the sold lots after assessment and approval of Bill of Entries by Customs & submission of hard/ soft copies to Customs & others, Coordination and uploading of details in MSTC website, attending various queries from Customs and other Regulatory Authorities, draft reply there on etc.,
2. Inventory of packages meant for disposal, tendered by AAI Cargo Logistics and Allied Services Company Limited (AAICLAS) and feeding of data in ICMS Disposal Module of AAICLAS with respect to Description, Generating lot based on the various commodities, valuation under secret password to be given to Contractor by AAICLAS Systems Administrator and print out of Inventory sheets (commodity wise) lot wise and a consolidated list for display on customs notice board and for submission to the Commissioner of Customs and other Statutory Authorities.
3. Submitting of statement of Inventory Report showing location number, sticker number, Import Warehouse Register Number (IWR)/year, weight, commodity and description to the designated officer of AAICLAS duly signed by Contractor, AAICLAS staff and Customs Appraising Officer on day to day basis.
4. Listing, quantifying and describing properly each item contained in the Package/consignment with reference to IWR/Year, Sticker number, AWB/HAWB/IGM No., Lot No. etc and ascertain value of the same and preparation of connected documentation for records of AAICLAS.
5. Drawing sample (for testing purpose/arriving value etc) with proper documentation wherever required, with the approval of the designated officer of AAICLAS. If any cargo to be valued and certified by specialist / experts depending on type of cargo, the same should be arranged by the valuer without any extra cost. The report should be submitted at the earliest for further action.
6. Arranging lab test, textile test, clearance from Asst. Drug Controller/ Airport Public Health Officer for food stuff inter-alia carrying out market survey etc. wherever required at his own cost. Any query by the Customs or any other statutory authority would be catered to by the appointed valuer.
7. Filing up and maintaining of inventory registered proforma etc.
8. Ascertaining weight of each package. Ensure proper inventory and valuation jointly with Custom whenever required.
9. Valuation arrived at should be based on fact (invoice/catalogues/market rate) CIF value and/or accepted principles in order to establish the Reserve Price and submission of same to the designated officer of AAICLAS confidentially. To carry out market survey for realistic valuation / pricing wherever required.

10. Supervision of unpacking/packing before and after inventory/valuation of cargo Inter-alia ensuring that the catalogues / invoices found in the pkgs are placed back in the relevant pkgs after carrying out market survey / research etc.
11. Revaluation of unsold consignment which remain unsold as and when required by Authority.
12. The packages made available by AAICLAS required to be inventorised in full. All formalities and valuation to be accompanied in a manner to ensure that no backlog or valuation for cargo tendered by AAICLAS exists after six months of the award of Job Contract.
13. Will maintain documentation as per the advice and procedure outlined by the authority and will also undertake required documentation with regards to filing of Bill of Entry, Payment of Customs duty and obtaining of Customs out of charge in terms of the prescribed Customs procedure from time to time.
14. Fixing/Marking package Number / lot number / sticker numbers etc against each package and maintain proper records thereof.
15. Authority shall provide labour for physical handling of packages for opening/closing/weightment etc of the cargo for inventory/valuation.
16. Furnishing details of all information as above to designated officer(s) of AAICLAS confidentially.
17. The Valuer will maintain Secrecy of Work assigned to them. They shall not divulge any information to others except in detriment to the interest of AAICLAS.
18. Packing materials such as card board boxes of required different sizes, cargo tapes, stripping rolls, steel clips, markers, cutting blades etc shall be supplied by AAICLAS.
19. The services of the valuer shall also be used for valuation/ revaluation of old uncleared, unclaimed, abandoned, seized, detained, courier and Express Cargo lying at all Southern Regional Airports of AAICLAS as and when the need arises during the currency/ extension period of this contract.
20. To facilitate the service mentioned at para 19 above, the valuer shall be reimbursed the actual Second class sleeper train fare in the shortest route from Chennai to the concerned station on producing of tickets of the travel. For local conveyance, food, accommodation an amount up to Rs.500/-lump sum per day shall be reimbursed on submission of proof of expenses, in addition to the quoted rate per package for valuation.

SIGNATURE OF CONTRACTOR

Regional Manager
For and on behalf of
**AAI CARGO LOGISTICS AND ALLIED
SERVICES COMPANY LIMITED**





**AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY
LTD (An AAI Subsidiary)
INTEGRATED AIR CARGO COMPLEX
CHENNAI AIRPORT – CHENNAI -27**

ANNEXURE – ‘B’

DETAILS OF TENDERER WITH BANK DETAILS

1. Tender for Job contract for Inventorisation and Valuation / Re-Valuation of old uncleared, unclaimed, abandoned, seized and detained cargo, courier and express cargo lying at Integrated Air Cargo Complex, Chennai Airport under the provisions of Customs Act 1962, and in terms of directives of Government Of India

2. Period of License **(02) Two years**

3. Name & Address of Tenderer
(in Block Letters)

Tel No. / Mobile No

e-mail Id

4. GST Registration / PAN
Number

5. Status of the Tenderer
(Proprietorship / Partnership /
Limited company)

6. Name of Proprietor, Partners,
Managing Director as the case
may be to be indicated

8. I/We have carefully read and understood the terms & conditions of the license as contained in Tender document issued by AAI Cargo Logistics and Allied Services Company Limited including the following:

BANK ACCOUNT DETAILS OF THE TENDERER
FOR ECS/RTGS/NEFT FUNDS TRANSFER

(to be filled in **BLOCK LETTERS**, signed, scanned and uploaded in Envelope-1 in e-tender portal)

1.	Bank Name, Branch Name & Full Address	
2.	Bank Account Number	
3.	IFSC Code (For RTGS/NEFT Fund Transfer)	
4.	Beneficiary Name & Address	
5.	PAN Number	
6.	GST Registration Number	
7.	Mobile Number of Tenderer	
8.	E-Mail ID of Tenderer	

AAICLAS does not bind itself to accept any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to provide the services at the rates quoted.

Tenderer's Signature : _____

Tenderer's Name : _____

Address : _____

MOBILE No. : _____

E-MAIL ID. : _____

DATE : _____

AFFIDAVIT

I _____ (Name), aged _____ years, S/o _____ (Name) Proprietor / Managing partner / Managing Director of _____ (Name of Agency) _____ (Address of the agency & e-mail) do hereby solemnly affirm and state as follows:

I am competent to swear this affidavit on behalf of _____ (Name of Agency). I state that, in the event of work is awarded to our agency; the wages to be paid to the workers engaged shall not be less than the minimum wages determined by appropriate Govt. Authority from time to time.

Further, I affirm to deduct the Provident Fund amount and ESI from the wages payable to the labourers at the prescribed rate and its timely deposit to the P.F. account in accordance with relevant provisions of law.

DEPONENT

Place:

Date:

Note: a) This affidavit is to be attested by a First Class Magistrate / Notary Public on Non-Judicial Stamp paper of Rs. 100/-.

b) This affidavit should be submitted along with the Envelope-I (Tender Document)

UNCODITIONAL ACCEPTANCE LETTER

(to be uploaded along with the technical bid and original should reach AAICLAS within the stipulated time)

To

The Regional Manager
AAI Cargo Logistics and Allied Services Co Ltd
Meenambakkam
Chennai Airport,
Chennai – 600027.

Sir,

Tender for the work of : Job Contract For Inventorisation And Valuation / Re-Valuation Of Old Uncleared, Unclaimed, Abandoned, Seized and Detained Cargo, Courier and Express Cargo lying at Integrated Air Cargo Complex, Chennai Airport under the provisions of Customs Act 1962, and in terms of directives of Government of India.

Tender to be uploaded up to **24/07/2021** at **1300 hrs** on CPP Portal

TENDER

I / We have read and examined the notice inviting tender, schedule A, Annexure-“A to H”, Specifications applicable, General Rules, Guidelines, Directions and Conditions of Contract, Clauses of Contract, documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I / We hereby tender for the execution of the work specified for the AAI Cargo Logistics and Allied Services Company Limited for a period of 02 (Two) years and in accordance in all respects with the Rules and Directions Scope of functions in (Schedule-“A”) of the Conditions of contract and with such material as are provided for, by and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **Ninety (90)** days from the date of opening of financial bid and not to make any modifications in its terms and conditions.

The earnest money declaration as per Annexure – H is submitted and the contents thereof are well noted.

Further, I /We agree that in case of forfeiture of Performance Guarantee, I/We shall be debarred for participation in the re-tendering process of the work.

I / We hereby declare that, I / We shall treat the tender documents and other records connected with the work as secret / confidential documents and shall not communicate information / derived there from to any person other than a person to whom I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Yours faithfully,

**(Signature of the Tenderer)
With office seal**

DATE : _____

Postal Address

.....
.....

Fax.....

Email.....

Mobile.....

Date:

Witness:

Address:

.....
.....

Fax.....

Email.....

Mobile.....



OUTSTANDING DUES REPORT WITH AAI/ AAICLAS

(THIS FORM TO BE FILLED BY THE TENDERER AND SHALL BE UPLOADED)

Details of License/ Contract, if any, held at any AAI / AAICLAS airport in his own name or in name of spouse, children, parents, grandchildren, brothers, sisters or any other near relative or in the name of his firm(s).

Nature of License(s) / Contract(s) held :

Place of License / Contract(s) :

Period of License(s) / Contract(s) :

Clearance certificate from the Station-in-Charge of the airport in respect of no dues to be attached (if applicable):

Name and address of spouse / legal heirs of the contractor(s) (if applicable) :

Details of blacklisting or debarring effected by AAI/AAICLAS, or any Government of India department, any Central or State Public Sector Undertakings:

The details of disputed and undisputed outstanding Dues thereon along with the details of Security Deposit and mode of Security Deposit. :

The No Dues Certificate issued by AAI/AAICLAS in Respect of all airports under its control :

SIGNATURE OF TENDERER

Place:

Date:

Note: In case of NIL report, Performa must be filled with NIL report and not left blank and uploaded duly signed.

ANNEXURE-‘F’

(THIS FORM TO BE FILLED BY THE CONTRACTOR & SHALL BE UPLOADED)

LIST OF NEAR RELATIVES EMPLOYED IN AAI /AAICLAS.

Sl.No.	Name of Employee	Designation	Relationship with contractor(s)	Place of Posting

SIGNATURE OF TENDERER

DATE : _____

Note:

1. In case of NIL report, Performa must be filled with NIL report and submitted duly signed by Authorized Signatory.
2. In case the above space is not adequate for the details, additional sheets duly signed by Authorized Signatory may be attached.



SCHEDULE OF WORK

(TO BE FILLED BY THE CONTRACTOR & SHALL BE UPLOADED)

S. NO	DESCRIPTION OF ITEM	QUANTITY	UNIT	RATE (in Rupees) (Excluding GST)
1	Inventorisation and Valuation/Re-valuation per package irrespective of weight, size, shape, value and contents including lab test (if required), making Lots as per category, filing of Bill of Entry and obtaining Customs Clearance for Lots sold.	1.00	PKG.	

**SIGNATURE OF TENDERER
WITH OFFICE SEAL**

DATE : _____

PROFORMA FOR EARNEST MONEY DECLARATION

(TO BE SUBMITTED ON CONTRACTOR'S LETTER HEAD)

Whereas, I/We _____ (name of agency) have submitted bid for
_____ (name of work)

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- (1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

Or

- (2) If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for AAICLAS tenders from date of issue of suspension order.

Signature of the Tenderer
With office seal

Date : _____

ANNEXURE-I

Certificate to be submitted by the contractor in compliance with Order No.F.No.6/18/2019-PPD dated 23.07.2020 on restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance.

(To be submitted in the bidder's letter head)

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We certify that I am/We are not from such a country / if from such a country, has been registered with the Competent Authority. I/We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).**

I/We are fully aware that if the above statement declared is accepted and found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Tenderer's Signature : _____

Tenderer's Name : _____

Address : _____

MOBILE No. : _____

E-MAIL ID. : _____

DATE : _____

** (Delete whichever is not applicable)

