



**भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA**

TECHNICAL DIRECTORATE

LIMITED E-TENDER

(BID ID: GEM/2023/B/3687575)

TENDER DOCUMENT

FOR

**NAME OF WORK: SUPPLY OF SALWAR & KAMEEZ CLOTH AS UNIFORM ITEM FOR
AAI EMPLOYEES AT VARIOUS LOCATIONS IN INDIA.**

BID MANAGER	:	Sr. Manager (Tech.)
TEL NO.	:	011-24632950
EXTENSION NO	:	3369
E MAIL ID	:	tbheeku@aai.aero ravigurba@aai.aero

**AIRPORTS AUTHORITY OF INDIA
TECHNICAL DEPARTMENT
AAI OFFICE COMPLEX
SAFDARJUNG AIRPORT
NEW DELHI – 110 003**

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AIRPORTS AUTHORITY OF INDIA

LIMITED e-TENDER

SUMMARY

1.	Name of work	SUPPLY OF SALWAR & KAMEEZ CLOTH AS UNIFORM ITEM FOR AAI EMPLOYEES AT VARIOUS LOCATIONS IN INDIA.
2.	Estimated Cost of Work	Rs. 1,08,50,784 (Incl. GST)
3.	Earnest Money Deposit	Not Applicable.
4.	Cost of Tender Document	Not Applicable.
5.	Total Time Allowed	Material to be dispatched to destinations within 120 days (excluding time taken by AAI and time taken for sample testing, etc.) from the 15 th day from the date of placement of confirmed Purchase Order.
6.	Bid Start Date / Time	14.07.2023 at 1800 hrs (IST)
7.	Bid End Date / Time	07.08.2023 at 1100 hrs (IST)
8.	PQQ & Technical Bid Opening Date / Time	07.08.2023 at 1130 hrs (IST)

**AIRPORTS AUTHORITY OF INDIA
LIMITED e-TENDER**

NAME OF WORK: SUPPLY OF SALWAR & KAMEEZ CLOTH AS UNIFORM ITEM FOR AAI EMPLOYEES AT VARIOUS LOCATIONS IN INDIA.

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Certified that the tender document contains 45 (Forty-Five Only) pages which are numbered as above, including cover page, index and annexures.



NOTICE INVITING TENDER

Airports Authority of India (AAI) invites item rate **Limited E-Tenders through the GeM portal** for supply of Salwar Cloth & Kameez Cloth as Uniform item for AAI employees, only from the Original Item Manufacturers (OIMs) as listed below in random order, who need to submit their bid as a “Class-I Local Supplier” as defined in Public Procurement (Preference to Make in India), Order 2017 and subsequent revision thereof, in two envelope systems (Envelope 1 – Pre-Qualification Qualifier & Technical Bid and Envelope 2 – Financial Bid): -

1. Mafatlal Industries Ltd., Mumbai,
2. Donear Industries Ltd., Mumbai,
3. Raymond Ltd., Thane,
4. Reliance Industries Ltd., Ahmedabad

Name of work	:	SUPPLY OF SALWAR & KAMEEZ CLOTH AS UNIFORM ITEM FOR AAI EMPLOYEES AT VARIOUS LOCATIONS IN INDIA.
Estimated Cost	:	Rs. 1,08,50,784 /- (Incl. GST)
Tender Cost	:	Not Applicable.
EMD (Earnest Money Deposit)	:	Not Applicable.
Department:	:	Directorate of Technical of AAI will be carrying out the tender processing through GeM Portal (URL https://gem.gov.in/) .

For any issues/clarifications relating to the understanding of the tender(s) published, kindly contact the respective Tender Inviting Authority / Bid Manager whose details are given below:

Sl. No.	Name of the Bid Manager	Designation	E-mail Id	Phone No.
1.	Ravi P Gurba	SM (Tech.)	tbheeku@aai.aero ravigurba@aai.aero	011-24632950 Extn.: 3369

GENERAL INFORMATION AND GUIDELINES (GIG)**1.1 Purpose and Scope of Tender Document:**

On behalf of the Chairman, Airports Authority of India, Sr. Manager (Tech.), Airports Authority of India, AAI Office Complex, Safdarjung Airport, New Delhi- 110 003, India (Phone No. 011-24632950 [Extn: 3369]) invites item rate **Limited E-Tenders through the GeM portal** for supply of Salwar & Kameez Cloth as Uniform item for AAI employees in two envelope systems (Envelope 1 – Pre-Qualification Qualifier & Technical Bid and Envelope 2 – Financial Bid).

1.2 The bids are invited only from the OIM firms as listed below, in random order, who need to submit their bid as a “Class-I Local Supplier” as defined in Public Procurement (Preference to Make in India), Order 2017 and subsequent revision thereof:

1. Mafatlal Industries Ltd., Mumbai,
2. Donear Industries Ltd., Mumbai,
3. Raymond Ltd., Thane,
4. Reliance Industries Ltd., Ahmedabad

1.3 This tender document includes requirements in respect of description of work, details of end locations, delivery schedules, payment schedules etc.

1.4 Bidder firm shall submit an unconditional acceptance letter (*Annexure – I*) and proforma for undertaking (*Annexure – II*) stating its firm or its partners or its Directors have not been black listed or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/World Health Organization etc., or any Foreign Government/Indian State/Central Governments Departments or Public Sector Undertaking of India.

1.5 Conflict of Interest among Bidders/Agents

A bidder shall not have conflict of interest with other bidders. The bidder found to have conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if;

1.5.1 They have controlling partner (s) in common; or

1.5.2 They receive or have received any direct or indirect subsidy/financial stake from any of them; or

1.5.3 They have the same legal representative/agent for purposes of this bid; or

1.5.4 They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

1.5.5 Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved.

1.5.6 Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

1.6 In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

1.7 No bidder firm or its subsidiary firm or its parent firm shall be allowed to submit alternate bids contrary to the competitive spirit of the tender. Such bids shall be summarily rejected.

1.8 TENDER FEE:

Not Applicable.

1.9 EARNEST MONEY DEPOSIT (EMD):

Not Applicable.

1.10 Performance Security

Performance Security or Performance Bank Guarantee (PBG) for the work, shall be submitted by the successful Bidder after the Award of Contract within **30 days** of award of contract, and before the agreement is executed, between the purchaser and the contractor. The PBG is required to ensure the performance of the contract. The Performance Security shall be of an amount of **10 (Ten) per cent** of the total awarded value (**including GST**). The Performance Security shall be furnished in the form of an irrevocable and unconditional Bank Guarantee as prescribed in **Annexure-V** attached with this tender document, from a Scheduled Commercial Bank or Gramin Bank (listed in the scheduled Banks of RBI), but not from Cooperative Bank. PBG may also be submitted in the form of Insurance Surety Bond. Performance Bank Guarantee shall be valid for ninety **(90) days** beyond the date of completion of all contractual obligations of the contractor and shall remain valid as per the provisional extension granted by the AAI and the same is to be submitted to GM(Tech.)-II, AAI, New Office Complex, Safdarjung Airport, New Delhi 110 003.

- 1.10.1 No other form of security deposit, than the above shall be acceptable.
- 1.10.2 If the agency fails to extend the validity of the Performance Guarantee, the same shall be encashed by AAI and shall be returned only as per other provision of contract at discretion of AAI.
- 1.10.3 In case the Contractor fails to submit the PBG within stipulated period, interest at 12% per annum on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from the first bill payable to the Contractor. In case, successful bidder fails to submit performance bank guarantee within 60 days of the issue of the letter of acceptance of bid (Purchase Order), AAI reserve the right to cancel the order.
- 1.10.4 The Performance Security will be returned to the supplier on completion of all the contractual liabilities.
- 1.10.5 The performance Security shall be deemed to govern the following guarantees from the successful Contractor, in addition to the other provisions of the guarantee: -
 - (a) The material supplied shall be free from all defects of design, material and workmanship and upon written notice from AAI, the successful Contractor shall fully remedy, free of expenses to AAI, all such defects as developed under the normal use of the said material within the period of guarantee/warranty.

1.11. Verification of Bank Guarantees:

- 1.11.1 Vendors shall ensure that Bank Guarantees shall be submitted to AAI directly by the issuing bank under Registered Post / Registered (A.D.) / Speed Post.

The submission of BG shall be in accordance with the **Annexure-V** for supply of Salwar & Kameez Cloth as uniform item at respective Consignee Airport/Region submitted in the form of BG) at AAI, CHQ of the tender document.

- 1.11.2 The BG shall contain the name, designation and code number of the Bank officer(s) signing the guarantee(s); The BG shall contain the address and other details (including telephone no.) of the controlling officer of the controlling bank from the branch of the bank issuing the BG) for online verification of BG.

1.11.2.1 Verification through SFMS of ICICI Bank:

- (a) Verification of Bank Guarantees submitted by Bidders to AAI will be done through Structured Financial Messaging System (SFMS) of ICICI bank.
- (b) While submitting the documents to BG issuing bank, the vendor/customer/concessionaire will also submit letter to the issuing bank as per the format mentioned in the **Annexure-XIII**.
- (c) Based on the above inputs from the vendor, the BG confirmation message through SFMS will be triggered to the beneficiary bank i.e. ICICI bank and on the basis of unique identifier code, the BG confirmation mail will be received in the designated email ids issued to the respective units of AAI.
- (d) Successful bidder/vendor shall submit the Original BG document along with copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.
- (e) In order to view online, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) IFN 767COV (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.

- (f) In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below field, BG confirmation through online portal would not be updated.
- (g) Please note that the issuing bank while issuing/amending the BG, should ensure that the unique identifier code of AAI is correctly captured in the message i.e. IFN 760COV/ IFN 767COV. Bank Details of AAI is provided below:
- (h) Vendor / successful bidder shall submit BG(PBG/BG-SD/FBG) in accordance with the bank details as indicated below:
 - CORPORATE NAME:** AIRPORTS AUTHORITY OF INDIA
 - BANK NAME:** ICICI BANK
 - IFSC CODE:** ICIC0000007
 - BG ADVISING MESSAGE:** IFN 760COV (BG ISSUE), IFN 767COV (BG AMENDMENT)
 - UNIQUE IDENTIFIER CODE:** AAICORHQ

1.12 DEBARMENT IN CASE OF DEFAULT BY THE BIDDER:

The bidder shall liable to be suspended from being eligible for bidding in any contract with Airports Authority of India for the period of one year starting from the date of opening of Tender which can be extended, if the bidder:

- 1.12.1 Withdraws or amends the bid or breach the terms and conditions of the tender or impairs or derogates from the tender in any respect within the validity period of the tender.
- 1.12.2 Fails to enter into a Contract with AAI within 30 calendar days (or extended period as approved by the Competent Authority in AAI) after the receipt of the Purchase Order / Work Order.
- 1.12.3 Fails to submit the performance Bank Guarantee as stipulated in General Conditions of Contract within 30 calendar days (or extended period as approved by the Accepting Authority in AAI) after the receipt of the Purchase Order / Work Order.
- 1.12.4 Submits any incorrect / false information or document in the bid in order to qualify.
- 1.12.5 Does not accept the conditions of the contract even after agreeing to do so and submitting the letter of unconditional acceptance of the terms and conditions of the tender.
- 1.12.6 Fails to accept the Letter of Intent (LOI) / Purchase order within the stipulated time.
- 1.12.7 In case of non-compliance of Technical Specifications as per Section-D of NIT, AAI holds the right to terminate the contract without any prejudice manner and forfeit the Performance Bank Guarantee, besides blacklisting of the firm.

1.13 SUBMISSION OF BIDS

- 1.13.1 Bidders should log into the GeM portal well in advance for bid submission so that he/she upload the bid in time i.e. on or before the last date and time of bid submission. Bidder will be responsible for any delay due to other issues.
- 1.13.2 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 1.13.3 Bidders are required to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.

Note:

- 1. The language of all documents under above para to be submitted and manuals, instructions, technical documentation, etc. to be provided under this contract in future, by successful bidder shall be in English language.
- 2. Technical Bid, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, may be considered non-responsive and are liable to be rejected.

1.14 ASSISTANCE TO BIDDERS

- 1.14.1 For any technical related queries, please call the GeM helpdesk 1800-419-3436 / 1800-102-3436 (9:00 am - 10:00 pm Mon to Sat).

- 1.14.2 For any Policy related matter / Clarifications, please contact Dept of Expenditure, Ministry of Finance. E-Mail: cppp-doe@nic.in.

The above-mentioned help desk numbers are intended only for queries related to the issues on GeM portal and help needed on the registration and operation of the portal. For queries related to the tender published on the portal, bidders are advised to contact Bid Manager of AAI, SM (Tech.), Email: tbheeku@aai.aero / ravigurba@aai.aero Contact No. Extension No: +91 11 -24632950 Extn: 3369.

1.15 Clarifications of Bid Documents:

- 1.15.1 Bidders, requiring any clarification of the tender Document, may submit their queries / representations, if any, through provision of GeM Portal.
- 1.15.2 AAI makes no representation or warranty as to the completeness or accuracy of any response by AAI, nor does AAI undertake to answer all the queries that have been raised by the vendors.
- 1.15.3 Please note that AAI expects the bidders to comply with all tender specifications / conditions and hence non- conforming bids shall be rejected outrightly without seeking any further clarification.

- 1.16. Transfer of Tender document:** Tender documents are not transferable.

1.17 Amendment to Tender document:

At any time, prior to scheduled end date of submission of bids, AAI, if it deems appropriate to revise any part of this tender or to issue additional data to clarify and interpretation of provisions of this tender, it may issue corrigendum to this tender. Any such corrigendum shall be deemed to be incorporated in this tender and binding on the bidders. Corrigendum will be notified through GeM Portal.

1.18 Period of Validity of Bids:

The Bids shall remain valid for 180 days from the date of opening of financial bids. AAI shall summarily reject a bid as non-responsive if found valid for a shorter period. Only in exceptional circumstances, AAI may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing.

1.19 Eligibility conditions for participating in Pre-Qualification Criteria (PQC):

- 1.19.1 The manufacturing firm should have experience in the field of manufacturing fabric and should have **all facilities i.e. spinning, weaving and processing under one roof in manufacturers name only.** (*Documents required: self-certificate issued by the bidder.*)
- 1.19.2 Self-attested copy of Income Tax Registration document i.e. Permanent Account Number (PAN).
- 1.19.3 Self-attested copy of Tax Registration document i.e. Goods and Service Tax (GST).

1.19.4 TURNOVER

- 1.19.4.1 **Turnover:** Should have annualized average financial turnover of INR 32,55,235/- during last three financial years ending 31st March, 2022. As a proof, copy of Abridged Balance Sheet along with Profit & Loss Account Statement of the bidder should be submitted.

(Documents required: Certified Audited balance sheet for the last three financial years i.e. for the financial years 2019-2020, 2020-2021, 2021-2022).

- 1.19.4.2 Bidders have to submit UDIN generated documents like Balance Sheet/ Turnover certificate, etc. as per NIT conditions duly certified by CA and having UDIN. The documents submitted by bidders without UDIN shall not be entertained.

1.19.5 Other Documents Required to be submitted:

- 1.19.5.1 Unconditional Letter of Acceptance (*Annexure-I*).
- 1.19.5.2 Proforma for undertaking that the bidder has not been blacklisted or any case is pending against the bidder. (*Annexure-II*).
- 1.19.5.3 Nil- Deviation Declaration (*Annexure-XI*) from the laid down requirement of Tender Document.

1.19.5.4 Nil-Deviation Declaration (*Annexure-XII*) in respect of Technical Specifications.

1.19.5.5 Digitally signed Tender document along with all corrigendum as a proof that the bidder has understood all the terms and condition of the tender.

1.19.5.6 GST Undertaking (*Annexure-VIII*).

1.19.5.7 Tender Form for execution of Work & Conditions (*Annexure-VI*).

1.19.5.8 Self-certificate which clearly specifies that the Bidder is participating as Class-I Local Supplier along with the details of location where local content to be added and also specifying the percentage of local content, according to the provisions of Make in India Policy. (*Annexure – VII*).

1.20 POST TENDER QUALIFICATION FOR TECHNICAL EVALUATION:

1.20.1. Apart from the eligibility conditions as specified in the tender, the following shall also be considered for the evaluation:

1.20.2. If any document submitted in ‘Technical Bid’ is found to be false, the bidder is liable to be black listed. Airports Authority of India reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder.

1.21 PREPARATION AND SUBMISSION OF BIDS:

Bids shall be prepared and submitted in two parts: the first part shall comprise the “Prequalification Qualifier Bid (PQQ)” & “Technical Bid” and second part shall be the “Financial Bid” specifying the price offer. Date of submission and opening of tender can be extended on sole discretion of the Competent Authority.

1.21.1 PQQ BID SUBMISSION:

The following documents shall be submitted by bidder for PQQ evaluation:

Sl. No.	NIT Para	Eligibility Criteria	Documents required to be uploaded
1.	1.19.1	OIM firm needs to submit the proof of being Original Item Manufacturer.	Self-certificate that all facilities i.e. spinning, weaving and processing are under one roof in manufacturers name only.
2.	1.19.5.8	Class-I Local Supplier	Self-attested Scanned Copy of <i>Annexure – VII</i> .
3.	1.19.2 & 1.19.3	Valid GST registration certificate and Permanent Account Number (PAN).	Self-attested Scanned copy of GST registration certificate and Permanent Account Number (PAN).
4.	1.19.4	Document for Turnover: Should have annualized average financial turnover of INR 32,55,235/- during last three financial years ending 31 st March, 2022. As a proof, copy of Abridged Balance Sheet along with Profit & Loss Account Statement of the bidder should be submitted.	Duly Certified and Audited balance sheet (UDIN generated documents) for the last three financial years i.e. for the financial years 2019-2020, 2020-2021, 2021-2022.
5.	1.19.5.1	Unconditional Letter of Acceptance.	Scanned Copy of <i>Annexure-I</i>
6.	1.19.5.2	Proforma for Undertaking that the bidder has not been blacklisted or any case is pending against the bidder.	Scanned Copy of <i>Annexure-II</i> .
7.	1.19.5.5	Digitally signed tender document along with all corrigendum/addendum as a proof that bidder has understood all the terms and conditions of tender.	Digitally signed tender document along with all corrigendum/addendum to be uploaded
8.	1.19.5.6	GST undertaking as per Annexure-VIII	Self-attested scanned copy of GST undertaking as per <i>Annexure-VIII</i> .
9.	1.24	Any concession/ exemption under registration with NSIC/MSME OR	Self-attested scanned copies of the documents.

		Seeking Benefit under Start-up Policy OR Purchase Preference to Central Public Sector Undertaking in relevant field.	
10.	1.19.5.7	Tender form for execution of work & conditions as per Annexure-VI.	Self-attested scanned copy of Tender Form as per <i>Annexure-VI</i> .
11.	1.24.5	Whether payment of material supply bills is required through TReDS.	Yes / No
12.		Check List	Self-attested scanned copy of check list to be submitted as per <i>Annexure-X</i> .
13.	1.19.5.3	Declaration for Nil-Deviation from laid down requirement of Tender Document.	Self-attested scanned copy of declaration as per <i>Annexure-XI</i> .
14.	1.19.5.4	Declaration for Nil-Deviation from Technical Specifications.	Self-attested scanned copy of declaration as per <i>Annexure-XII</i> .

Note:

- i. MSME/NSIC bidders shall upload copy of their valid Registration Certificate and Udyam registration. The Bid Manager may ask the Bidder to produce the original for verification as part of the evaluation process and bids of the Bidders who fail to produce the original, shall be liable to rejection.
- ii. Tender shall be submitted in English language, if any of the supporting documents is submitted in any language other than English, then:
 - a) For Indian languages other than Rajbhasha (Hindi), the translated English version duly notarized by Indian Notary.
 - b) All supporting documents submitted with the bid should be self-certified & stamped by the firm and serially numbered.

1.21.2. SUBMISSION OF TECHNICAL BID:

The following documents shall be submitted for Technical Bid evaluation:

Technical offer and technical compliance in terms of Technical Specification (Section- D) of Salwar & Kameez Cloth duly signed, giving serial number of each page & Scanned copy is to be submitted in the following format: -

1	2		3
Sl. No.	Technical Specification of AAI		Complied / Not Complied
	Description	Parameters	Requirement

Note: Technical Bid, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected.

1.21.3 SUBMISSION OF FINANCIAL BID:

The following shall be the guidelines for on-line submission of financial bid: -

- 1.21.3.1 Bidders are required to note that they should necessarily submit their financial bids only on the GeM portal.
- 1.21.3.2 It shall be clearly understood and noted that Financial Bid of the tender document is for pricing alone. No condition, whatsoever, shall be stipulated in this part. Everything that the bidder has to say, regarding tender, other than pricing shall be stated only in Technical Bid of the tender.
- 1.21.3.3 If any condition stipulated above, is found violated, the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to blacklist the firm.
- 1.21.3.4 The prices quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account, except statutory Indian govt. taxes and levies in India.
- 1.21.3.5 AAI reserves the right to reject any or all tenders without assigning any reason. The Financial bids of the bidders who do not qualify in Technical bid evaluation shall not be opened. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it. The documentation submitted by bidders shall not be returned.

- 1.21.3.6 Original document of Financial Bid shall not be submitted as hard copy to AAI in any case.
- 1.21.3.7 Laboratory testing charges (as per actuals) and related charges such as service charges / administrative charges of 3rd party engaged by the AAI @ 0.20 % + GST of total awarded value excluding GST shall be borne by the supplier. Laboratory for testing will be decided by the AAI or its authorized representative. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the AAI. Decision of AAI is final and binding on the contractor.
- 1.21.3.8 Rate quoted by the bidder shall be inclusive of all i.e. sample development cost, material cost, lab testing charges, charges of third party engaged by AAI for testing purpose, packing & transit insurance cost, transport cost, miscellaneous cost if any and GST etc.

1.22. OPENING & EVALUATION OF PQQ & TECHNICAL BID (Packet 1):

1.22.1. Evaluation of PQQ Bids:

AAI shall open PQQ Bids as per scheduled Tender Opening Date and Time. Authorized representatives of AAI shall download all the documents, up-loaded by bidder, against "PQQ" and evaluate bids for Pre-qualification.

1.22.2. Evaluation of Technical bid:

- 1.22.2.1. AAI shall evaluate the bids to determine whether they are complete, the documents have been digitally signed and the bids are in order.
- 1.22.2.2. The objective of the evaluation is to select a bidder that meets the Technical Specifications defined in Section-D.
- 1.22.2.3. AAI will determine the responsiveness of each bid to the Bid documents. For purposes of these clauses, a responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. AAI's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as non-responsive, will be rejected by AAI.
- 1.22.2.4. Tenders received and accepted shall be evaluated by AAI to ascertain the complete scope contained in the tender document.
- 1.22.2.5. Tenders meeting Technical bid criteria as specified herein shall only be informed and considered for opening and evaluation of financial bid. However, tenders not meeting Technical bid criteria shall be informed for not meeting the technical bid criteria.
- 1.22.2.6. To shortlist technically qualified bidders, the Technical Bids shall be scrutinized by AAI to ensure whether the same are in conformity to Technical specifications as per tender. Bidders shall provide complete information to substantiate compliance of the technical specification listed in the tender. In case of incomplete compliance statement or inadequate information, tenders shall be finalized on the basis of the information available. It shall, therefore, be in the bidder's interest to give complete and comprehensive technical particulars while submitting the bid.
- 1.22.2.7. AAI may seek clarification on technical details or any other information deemed necessary. Such queries / clarifications raised on-line on GeM portal, shall be replied on-line positively by the bidder, within the time specified, failing which the evaluation shall be done on the basis of the information available.
- 1.22.2.8. Bidder should have resources in place, as specified in eligibility conditions. If required, the Technical Evaluation Team may **visit the factory premises of the firm** as well as assess the performance of material.
- 1.22.2.9. If any document submitted in 'Technical Bid' is found to be false or fabricated, the bidder is liable to be black listed.
- 1.22.2.10. Airports Authority of India reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder.
- 1.22.2.11. In case of non-compliance to the Technical Specifications as per Section-D of NIT by the bidder, AAI holds the right to terminate the contract without any prejudice manner and forfeit the Performance Bank Guarantee, besides blacklisting/debarment of the firm.

1.22.3. OPENING AND EVALUATION OF THE FINANCIAL BIDS (Packet 2):

1.22.3.1. Opening of Financial Bid:

1.22.3.1.1. Financial Bids of those bidders who qualify in PQQ & Technical bid evaluation shall be opened by AAI on GeM Portal.

1.22.3.1.2. Date of submission and opening of tender can be extended on sole discretion of AAI.

1.22.3.2. Evaluation of Financial (Price) Bid:

1.22.3.2.1. The tenders shall be compared on the basis of overall lowest (L-1) price quoted by the bidders.

1.22.3.2.2. AAI's decision in the evaluation process shall be final and binding on all Bidders.

1.22.3.3. Comparison and Evaluation of Tender:

1.22.3.3.1. Prior to detailed evaluation, the AAI will determine the substantial responsiveness of each Tender document. A substantial responsive Tender is one, which confirms to all the terms and conditions of the Tender.

1.22.3.3.2. A tender is determined as not responsive, if tender is submitted incomplete, annexures are not filled up, unconditional acceptance letter not found in proper form, such tenders are liable to be rejected by AAI.

1.22.3.3.3. Only those tenderers who are meeting the eligibility criteria spelt out in Notice inviting e-tender and their Cover-1 shall only be opened. The Pre-qualification & technical documents submitted in Cover-1 will be examined and their offer shall be evaluated to determine whether they are complete, meets tender requirements, free from computational errors, whether the data have been properly filled up, and whether the requisite documents as detailed have been submitted in conformity to the Tender specifications, drawings and conditions.

1.22.3.3.4. Cover -2 (Financial) of only those tenderers whose documents submitted in Cover-1 are acceptable to AAI, will be evaluated.

1.23. AWARD OF CONTRACT:

1.23.1. The acceptance of the tender shall be intimated to the successful bidder(s) by AAI through GeM portal.

1.23.2. AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.

1.23.3. AAI shall enter into a formal agreement / contract signed between AAI and authorized representative of successful bidder incorporating the agreed terms and conditions of NIT/Tender Document & purchase order, corrigendum if any, clarifications given by bidder against AAI queries.

1.24. BIDDERS REGISTERED WITH NSIC/MSME OR SEEKING BENEFIT UNDER STARTUP POLICY OF GOVERNMENT OF INDIA:

1.24.1 Any concessions to the bidders registered with NSIC / MSME or seeking benefit under start up policy of Government of India in relevant field shall be applicable as per the directives of Govt. of India, prevalent on the date of acceptance of the bid.

1.24.2 In case a bidder is eligible for any concession / exemption under this clause, self-attested scanned copies of the documentary proof to this effect must be enclosed. It may be noted that submission, if any, of reference (s) of Govt. notification(s) pertaining to concessions / exemptions must be supported by self-attested scanned copies of the copy(s) of such notification(s).

1.24.3 Purchase preference to Central Public-Sector Undertaking shall be applicable as per the directive of Government of India prevalent on the date of acceptance.

1.24.4 Any of the above applicable concession / preference shall be given only to the limited firms enlisted in this tender, as no other firm is allowed to participate in this limited tender.

1.24.5 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. Airports Authority of India (AAI) is already registered on the following TReDS service providers' platform:

- M/s Mynd Solutions Private Limited (Mynd), New Delhi.

1.24.6 MSME Bidders are required to register themselves on the platform of aforesaid TReDS service provider in case they wish to avail the TReDS facility.

1.25 REJECTION OF TENDER:

- 1.25.1 The Financial bids of the bidders who do not qualify in Technical bid evaluation shall not be opened. AAI also reserves the right at its sole discretion not to award any order under the tender. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it.
 - 1.25.2 Tenders, in which any of the particulars and prescribed information is vague, missing or is incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive, and are liable to be rejected.
 - 1.25.3 If the bidder gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the Contract, if awarded, the Performance Bank Guarantee will be forfeited. The information contained in the tender shall be comprehensive and to the point. The tenders containing information other than sought, with a motive to confuse or delay the finalization process are likely to be rejected.
 - 1.25.4 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.
 - 1.25.5 Should a bidder have a relation or relations employed in the capacity of an officer in AAI, the authority inviting tender shall be informed of the fact along with the offer, failing which AAI, at its sole discretion shall reject the tender or cancel the contract and forfeit the Performance Bank Guarantee.
 - 1.25.6 Bidders shall not try to influence AAI on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to influence AAI in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.
 - 1.25.7 AAI reserves the right to accept or reject any bid, and 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 due to AAI's action on any grounds whatsoever. The documentation submitted by bidders shall not be returned.
 - 1.25.8 The Bidder should not write/quote **NIL** in any of the line item otherwise the tender shall be rejected. In case the bidder does not want to quote any amount for any line item they may quote amount as **00.00** in their financial bid since the range of Bid will be Rs. 00.00 onwards.
- 1.26 AAI Reserves the right to verify the credential submitted by the bidder at any stage (before or after the award of work). If at any stage, any information / documents submitted by the bidder is found to be incorrect / false or have some discrepancy which disqualifies the bidder then the bidder shall be liable, for debarment from the tendering in AAI, apart from any other appropriate contractual / legal action.
- 1.27. If the entity participating in any of the bidders is a private or public limited company, partnership firm or proprietary firm and any of the Directors / Partner / Proprietor of such company is also a director 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 tenders. If it is established, at any point of time, before or after the award of work, the contract shall be immediately terminated and bidder shall be liable to be blacklisted and Performance Bank Guarantee submitted along with the tender shall be forfeited absolutely.

GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 DEFINITION OF TERMS:

- a) **Authority:** "Authority" shall mean the Chairman, Airports Authority of India.
- b) **Consignee:** "Consignee" means where the stores are required by the agreement /acceptance of tender to be despatched by rail, road, air or steamer, the portion specified in the agreement/acceptance of tender to whom these are to be delivered at the destination, where the stores are required by the agreement /acceptance of tender to be delivered to a person as an interim consignee for the purpose of despatch to another person, such other person, and in any other case the person to whom the stores are required by the agreement/acceptance of tender to be delivered in the manner therein specified.
- c) **Contract:** "Contract," means the invitation to tender, instructions to bidders, tender, agreement/acceptance of tender particular and the general and special conditions specified in the acceptance of tender and include a repeat order, which has been accepted or acted upon by the contractor.
- d) **Codes:** "Codes" shall mean applicable codes of the country of origin of equipment and India.
- e) **Delivery:** "Delivery" shall mean stores to be supplied in finished and completely ready-for-use condition. The delivery shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of the Inspector, to
 - i. The consignee at his premises or
 - ii. Where so provided the interim consignee at his premises.
 - iii. A carrier or other person named in the contract as an interim consignee for the purpose of transmission.
 - iv. The consignee at the destination station in case of contracts stipulating for delivery of stores at destination station.
- f) **Completion:** "Completion of work" i.e. supply of equipment in good condition at site.
- g) **Inspector:** "Inspector" shall mean the authorized representative of the purchaser to act as Inspector for purpose of this contract.
- h) **Material:** "Material" means anything used in the manufacture or fabrication of the stores.
- i) **Technical specification includes-**
 - i. Specification
 - ii. Drawings
 - iii. Pattern bearing the seal and signature of the Inspector (herein after called sealed pattern), which shall also include a certified copy there of sealed by the purchaser for the guidance of the Inspector.
 - iv. Sample sealed by the purchaser for the guidance of the inspector (herein after called the certified sample), which shall include a certified copy thereof sealed by the purchaser for the guidance of the inspector.
 - v. Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standards Institute or other standardizing authority or a general standard of the Industry.
 - vi. Proprietary mark or brand means the mark or brand of a product, which is registered by an industrial firm.
 - vii. Any other details governing the manufacture or supply of stores as may be prescribed in the contract.
- j) **Purchaser:** "Purchaser" shall mean the Airports Authority of India which term also includes their successors in law.
- k) **Contractor:** "Contractor" shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successor of such firm or company and the permitted assigns of such individual or firm or firms or company.
- l) **Engineer/Technical-in-Charge:** "The Technical-in-charge", means the GM/Jt.GM /Dy. GM/Asst.GM/ Sr. Manager/ Manager/Asst. Manager/JE (Technical / MM) who shall supervise and be in charge of the work at each site.
- m) **Work:** The expression "works" shall unless be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- n) **Site:** The "Site" shall mean the land and /or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- o) **Test:** "Test" shall mean such that or tests as are prescribed in specifications to be made by the purchaser or his nominee, after assembly ex-works before the equipment is taken over by the purchaser.
- p) **Performance of work:** The work shall be performed at the place or places named in the contract or at such other place or places as may be approved by the purchaser.

- q) **Stores:** "Stores" means the goods specified in the schedule, which the contractor has agreed to supply under the contract.
- r) **Writing:** "Writing" shall include any manuscript, type-written or printed statement under/over signature or seal of either of the parties as the case may be.

2.2 ADDRESS OF THE PARTIES AND NOTICES AND COMMUNICATIONS:

- 2.2.1 For all purposes of the contract, including arbitration there under the addresses of the parties mentioned above shall be the addresses to which all communications shall be sent, unless the parties have notified a change by a separate letter containing no other communication and sent by registered post acknowledgment due. The parties shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid.
- 2.2.2 Any communication or notice on behalf of the purchaser, in relation to the contractor may be issued to the contractor by purchaser and all such communication and notices may be served on the contractor at his notified address either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the purchaser.

2.3 SUFFICIENCY OF TENDER:

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities or in bills of quantities which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

2.4 PERFORMANCE BANK GUARANTEE:

- 2.4.1 The successful tenderer, awarded with the contract, shall furnish Security Deposit towards successful performance of the contract i.e. Annexure-V in the form of Bank Guarantee in the following form:
- 2.4.2 Bank guarantee towards performance of the rate contract to the extent of an amount to a sum equal to **10 (Ten) per cent** of the total awarded value (**including GST**). The Performance Security shall be furnished in the form of an irrevocable and unconditional Bank Guarantee as prescribed in *Annexure-V* attached with this tender document, from a Scheduled Commercial Bank or Gramin Bank (listed in the scheduled Banks of RBI), but not from Cooperative Bank. PBG may also be submitted in the form of Insurance Surety Bond. This BG shall be submitted within **30 days** of award of contract, before the agreement is executed, between the purchaser and the contractor. The security deposit in the form of Bank Guarantee shall remain valid till the expiry of the contract plus three months and the same is to be submitted to GM(Tech), AAI, New Office Complex, Safdarjung Airport, New Delhi 110 003.
- 2.4.3 No other form of security deposit, except the above shall be acceptable.
- 2.4.4 The security deposit shall be released on completion of contract period and guarantee and defects liability period without interest.
- 2.4.5 The bank guarantee shall be released on successful completion of stipulated period thereunder.
- 2.4.5.01 In case, the successful bidder fails to submit performance bank guarantee within 60 days of the issue of the Purchase Order, AAI reserves the right to cancel the Purchase Order at the cost & risk of the supplier and the firm shall also be debarred from participating in AAI tender for a period of three years.
- 2.4.5.02 The Performance Bank Guarantee will be forfeited and credited to the accounts of AAI in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after duly performance and completion of the contract in all respects, after 90 (Ninety) days of completion of all such obligations including the Guarantee/Warranty under the contract.
- 2.4.5.03 The agency shall advise the branch of the bank, issuing Bank Guarantee, to generate SFMS message with details of AAI as given in this document.

2.5 SIGNING OF CONTRACT:

The successful bidder / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the date of issue of purchase order sign the contract consisting of the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof with any correspondence leading thereto. The format of Agreement shall be as per *Annexure-X*. No payment for the work done will be made unless contract in form of agreement is signed by the contractor.

2.6 TIME IS THE ESSENCE OF THIS CONTRACT:

2.6.1 The time and date of completion of the supply as stipulated in the Purchase Order accepted by the supplier with or without modification, if any and so incorporated in the Purchase Order shall be deemed to be the essence of the contract. The contractor shall so organize his resources and perform his work to complete it not later than the date agreed to.

2.7 CHANGE IN QUANTITY & VARIATION IN PRICES:

2.7.1 AAI may change the quantity or part thereof to be supplied by **± 25% of the Tendered quantity (measurable)** but within the overall deviation limit of 30% of the contract value during currency of the contract.

2.7.2 Prices quoted shall **remain firm & fixed** and no escalation due to any reason other than statutory variation will be allowed during the currency of the contract.

2.8 TAXES AND DUTIES:

2.8.1 The contractor shall comply with all applicable provision of Goods and Service Tax (GST) levied by union Government and state Government (CGST, UTGST, SGST and IGST). The contractor shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the taxes, duties, levies & Cess, etc.

2.8.2 The GST shall be paid to the successful bidder for all taxable supply / services against a valid tax invoice.

2.8.3 The successful bidder is required to provide rate, amount, Type and percentage of GST applicable so as to enable AAI to claim input tax credit on such items/ services.

2.8.4 In case of change in rate of GST or any provision relating to levy of GST resulting in increase in burden of GST on the contractor, the contractor shall be entitled to receive any compensation for such increase in quantum of GST payable by the contractor. Similarly, recovery shall be made from the contractor on account of decrease of rate of Tax or any provision relating to levy of GST. If supplies are delayed for reasons attributed to the suppliers, the increase rate of statutory taxes shall be borne by the supplier. However, any benefit accruing due to decrease in statutory taxes shall be passed on to AAI.

2.8.5 The Bidder shall have to submit the undertaking on account of GST input credit as per *Annexure-VIII*.

2.9 Terms of Payment:

2.9.1 The Authority shall pay to the contractor in the following manner the contract price unless agreed upon otherwise between the contractor and the Authority:

- i) 100% payment shall be made by AAI on submission of invoice and on receipt of the material at site in good condition.

2.10 PAYING AUTHORITY:

2.10.1 The Paying Authority shall be General Manager (Finance) / Jt.GM / DGM (Finance), Airports Authority of India, R G Bhawan, New Delhi 110 003 or GM / Jt. GM / DGM (Finance) of Metro Airports or GM / Jt. GM / DGM (Finance) of RHQs or Jt. GM / DGM / AGM / SM (Finance) of Airports as the case may be.

2.10.2 If contractor overdraws any amount from the AAI by any mistake whatsoever, he shall be required to refund the excess drawn amount immediately and in addition will have to pay interest to Airports Authority of India @ 1.5 % (one and half percent) per month or part thereof for the period that elapses between the date of drawl and date of receipt in AAI's account in their bank.

2.11 COMPENSATION FOR DELAY:

2.11.1 AAI reserves the right to cancel the order wholly or in part without any liability to pay cancellation charges and encash the Performance Bank Guarantee in full absolutely, in case of failure by contractor to initiate and affect any delivery even after lapse of delivery period or extended delivery period as accepted by AAI.

2.11.2 A sum equivalent to 0.50% per week for the price of uncompleted portion / activity or delivery of contract cost executed / completed beyond scheduled delivery period shall be recovered as liquidated damages. The total liquidated damages shall not exceed 10% of the value of delayed goods. The liquidated damages shall be calculated on the base cost without the Govt. taxes and duties.

2.11.3 GST, as applicable shall be recovered in addition to the LD.

2.11.4 The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this contract or any other contract with the AAI.

2.12 EXTENSION OF TIME:

In case of Delivery Schedule originally agreed upon by AAI and contractor, not being adhered to by the supplier, the following procedure shall be applicable: -

- (a) If the contractor desires an extension of time for completion of the work on the ground of having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the officer placing the Purchase Order on account of which the contractor desires such extension as aforesaid.
- (b) AAI may extend the delivery period without Liquidated Damages if the reasons given by the contractor are found justified. Otherwise delivery period will be extended with levy of Liquidated Damages as specified under clause 2.12.

2.13 DEDUCTIONS FROM CONTRACT PRICE:

All costs, damages or expenses that the AAI may have paid, for which under the contract the Contractor is liable, will be claimed by the Purchaser from the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the AAI may then deduct the amount, from any money due or becoming due to him from the Contractor under the contract or may be recovered by actions of law or otherwise.

2.14 FORCE MAJEURE CLAUSE:

2.14.1 AAI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed therein being followed.

2.14.2 Force majeure means unexpected circumstances such as an act of God (any natural calamity like earthquakes, floods, storms, etc.); acts of states; act of war (declared or un declared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage; any hostilities, national emergencies, civil commotions, agitations, boycott, strikes etc. (only those which exceed a duration of ten continuous days) that can prevent the contractor from fulfilling their obligation under the contract.

- 2.14.3 The Contractor's right to an extension of the time limit (not exceeding the period during which relative performance was affected by the Force majeure Event) in above mentioned cases is subject to the following procedures:
- a) The firm / contractor has to inform AAI in writing (give notice) of Force Majeure (FM) as soon as it occurs (not later than 10 days) requesting for extension of time. The Force Majeure cannot be claimed ex-post facto.
 - b) Notice shall include nature, time of occurrence and extent of force majeure event. Contractor shall produce evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities. Notice shall also include the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage.
 - c) Contractor proves that the said conditions have actually interfered with the carrying out of the Contract.
 - d) Contractor proves that the delay occurred is not due to his own action or lack of action.
- 2.14.4 Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.
- 2.14.5 The Contractor shall use all reasonable endeavours, acting as a reasonable and prudent person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Contractor claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.
- 2.14.6 The Contractor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.
- 2.14.7 The Contractor shall notify AAI when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance of its obligation under this Agreement as soon as possible after such termination or abatement and upon resumption shall notify AAI of the same in writing.
- 2.14.8 **Costs:** Each party shall bear its costs, if any, incurred as a consequence of the Force majeure Event.

2.15 TERMINATION OF CONTRACT AT AAI'S INITIATIVE:

- 2.15.1 The AAI reserves the right to terminate the contract either in part or in full due to the reasons other than specified herein. The AAI shall in such an event give 15 days' notice in writing to the contractor of its decision to do so.
- 2.15.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the AAI, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the AAI in maintenance, erection, and disposition of the works acquired under the contract by the AAI.

2.16 Dispute Resolution Mechanism and Arbitration:

- 2.16.1 Any dispute, differences or controversy of whatever nature, howsoever, arising under, or out of, or in relation to this agreement (including the interpretation) between the parties, and so notified by either party to the other party shall in the first instance be attempted to be resolved amicably between the parties.
- 2.16.2 To avoid escalation in time, cost and unpleasantness resulting from disputes or differences, AAI provides a Dispute Resolution mechanism in the form of Mediation for a suitable resolution.
- 2.16.3 When the disputes could not be resolved through Mediation, the Adjudication through Arbitration clause may be invoked.

2.16.4 The Contractor shall be entitled for invoking the arbitration clause only after exhausting the remedy available under the Mediation mechanism.

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

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

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

- (ii) **ADJUDICATION THROUGH ARBITRATION:** In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para (i) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.

a. When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.

b. When the amount involved is above Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, after obtaining consent of the other party, as per the format annexed at *Annexure-XIV*.

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

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

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

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

2.17. DEFECT AND JURISDICTION OF CONTRACT:

i) The contract shall be considered as having come into force from the 15th day from the date of issue of letter of the award of the contract by the AAI.

ii) The law applicable to this contract shall be the law enforceable in India. The Honourable Courts of Delhi shall have exclusive jurisdiction in all matters arising under this contract with respect to Supply of material.

2.18. DEFENCE OF SUITS:

If any action in court of law is brought against the AAI or an officer or agent of the AAI for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence of the part of the contractor, his agent, representatives or his sub-contractors, workman, suppliers or employees, the contractor shall in all such cases indemnify and keep the AAI and/or his representative, harmless from all losses damages expenses or decrees arising out of such action.

2.19. SUPPLY TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS, ETC:

The contractor shall execute the whole & every part of the work in the most substantial and workman like manner and both as regard materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Technical-in-charge.

2.20 Delivery Schedule, and testing of material & Liquidated Damages:

The total time allowed for dispatch of material from the 15th day from the date of placement of confirmed Purchase Order is 120 days excluding the time taken by AAI for clearance / acceptance of sample, delay in inspecting the material at suppliers site on behalf of AAI, time taken in lab testing of sample, if any, time taken in confirming the supplier for dispatch of material, etc. The firm, whose offer is accepted, shall have to adhere to following schedule:

- 2.20.1 To produce and deliver two samples of 3 mtrs. each of Salwar cloth & Kameez cloth i.e. each item for approval within 21 days of award of contract, based on which mass production is likely to be undertaken.
- 2.20.2 On receipt of samples, AAI will match the samples with its master sample(s) for colour/print /shade, feel, finish & workmanship (visual inspection) and also send the samples for inspection/testing at any Govt. laboratory / NABL approved laboratory through the 3rd party engaged by the AAI, to check if the same is found acceptable. In case the samples do not clear the testing, the firm will be informed and given another / more chance(s) to deliver sample(s).
- 2.20.3 When the testing results are found satisfactory / acceptable, the purchaser will confirm to the supplier accordingly. After confirmation from the purchaser, the firm will take up mass production and shall keep total order Qty. ready for inspection in one lot and shall inform to the AAI at least 10 days in advance for inspection.
- 2.20.4 The authorized representatives of AAI as deputed by GM (Tech.) will collect 3 mtrs. of sample(s) of each item and send them for inspection/testing at any Govt. laboratory / NABL approved laboratory through the 3rd party engaged by the AAI, on random basis from the entire lot and shall also ensure the entire lot is kept separately. If the sample is not found as per the given specifications, (failed in test laboratory), the firm will be given only one more chance. In case, second sample(s) also fail in laboratory test, the Purchase Order will be cancelled at the risk and cost of supplier and Security Deposit of the firm will be forfeited. The firm shall also be debarred from tendering in AAI for a period of three years.
- 2.20.5 In case the sample is accepted in laboratory test, the purchaser shall confirm to the supplier accordingly. After confirmation from the purchaser of the approval of the sample from the test laboratory, the supplier will ensure to dispatch the material without any delay. The total time allowed for dispatch of material is 120 days (excluding the time taken by AAI for clearance / acceptance of sample, delay in inspecting the material at suppliers site on behalf of AAI, time taken in lab testing of randomly selected sample, if any, time taken in confirming the supplier for dispatch of material, etc.) from the 15th day from the date of placement of confirmed Purchase Order, failing of which liquidated damages calculated at the rate of 0.50% of undelivered stores per week on the base cost without the Govt. taxes and duties, subject to a maximum of 10% shall be levied.
- 2.20.6 Testing report from their own (Company's Laboratory) or Test Report from the Laboratory of their choice or Test Report submitted by the party from any Laboratory will not be considered for acceptance of Testing results of the samples.

2.20.7 The delivery will be made at following locations:

Sl. No.	LOCATION	Salwar Cloth Length (m)	Kameez Cloth Length (m)
1	RED (WR), MUMBAI	2415	2415
2	GM(ADMIN.), CHQ, NEW DELHI	1943	1943
3	RED (SR), CHENNAI	1118	1118
4	RED (NR), DELHI	1028	1028
5	CHENNAI AIRPORT	952	952
6	CALICUT AIRPORT	869	869
7	KOLKATA AIRPORT	638	638
8	RED(NER), GUWAHATI	532	532
9	BELAGAVI AIRPORT	458	458
10	RED (ER), KOLKATA	435	435
11	HYDERABAD AIRPORT	338	338
12	VADODARA AIRPORT	315	315
13	VARANASI AIRPORT	277	277
14	VIJAYAWADA AIRPORT	240	240
15	INDORE AIRPORT	232	232
16	UDAIPUR AIRPORT	210	210
17	BHUBANESWAR AIRPORT	90	90
18	LEH AIRPORT	90	90
19	AMRITSAR AIRPORT	90	90
20	IMPHAL AIRPORT	75	75
21	AGARTALA AIRPORT	75	75
22	DEHRADUN AIRPORT	75	75
23	PATNA AIRPORT	68	68
24	RANCHI AIRPORT	67	67
25	SHILLONG AIRPORT	45	45
26	GOA AIRPORT	38	38
27	KANGRA AIRPORT	30	30
28	SRINAGAR AIRPORT	30	30
29	PORT BLAIR AIRPORT	22	22
30	CHANDIGARH AIRPORT	15	15
31	LENGPUI AIRPORT	15	15
32	PONDICHERRY AIRPORT	15	15
33	AGATTI AIRPORT	8	8
34	HOLLONGI AIRPORT	7	7
35	DIMAPUR AIRPORT	8	8
	TOTAL	12863	12863

2.21 Replacement/Rectification of Defective Material:

If during the progress of the work the purchaser or his representative shall decide and notify in writing to the contractor that the contractor has executed any unsound or imperfect work or has supplied any equipment or material inferior in quality to those specified, the contractor, on receiving details of such defects or deficiency shall, at his own expense, within seven days of his receiving the notice or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct, or remove such work or supply fresh material up to the standard of the specifications and in case the contractor shall fail to do so, the purchaser may, on giving the contractor seven days' notice in writing of his intention to do so, proceed to remove the material complained of, and at the cost of the contractor perform all such work or supply all such equipment provided that nothing in this clause shall be deemed to deprive the purchaser of or affect, any rights under the contract which he may otherwise have in respect of such defects or deficiencies.

2.22 CORRUPT PRACTICES:

The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the purchaser any gift or consideration of any kind as an inducement or reward for doing or fore-bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the AAI. Any breach of the aforesaid condition by the contractor, or any one employed by him or acting on his behalf whether with or without the knowledge of the contractor, the commission of any offense by the contractor or by any one employed by him or acting on his behalf shall entitle the AAI to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of this contract.

2.23 INSOLVENCY AND BREACH OF CONTRACT:

2.23.1 The AAI may, at any time, by notice in writing summarily determine the contract without compensation to the contractor in any the following events, that is to say:

- i. If the contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitles the court or Debenture-holders to appoint a Receiver, Liquidator or Manager or;
- ii. If the contractor commits any breach of the contract not herein specifically provided for, provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the AAI and provided also the contractor shall be liable to pay to the AAI for extra expenditure he is thereby put to and the contractor shall under no circumstances be entitled to any gain on re-purchase.

2.24 SUBCONTRACTING:

The work shall not be subcontracted. The Firm shall be fully responsible for meeting all the specifications and quality parameters as stipulated in the contract.

2.25 Delays in the Performance:

- (a) Performance of the Contract shall be made by the successful bidder in accordance with the time schedule as specified by the Department.
- (b) A delay by the successful bidder in the performance of its obligations under the agreement shall render the successful bidder liable to any or all of the following actions:
 - (i) Forfeiture of its performance guarantee and/or
 - (ii) Imposition of Liquidated Damages and/or
 - (iii) Termination of the Agreement for default.

2.26 Type of Packing required:

The individual Salwar & Kameez Cloth shall be packed in transparent polythene acceptable as per law.

Sl. No.	Item / Description	Length of cloth	Remarks
(i)	SALWAR & KAMEEZ CLOTH as per AAI Specifications.	1. 90% of quantity is to be supplied in piece form of 2.50 mtrs. each of Salwar cloth & Kameez cloth. Balance 10% quantity is to be supplied in "Thaans" of running lengths for following eight consignee locations: - i.CHQ, New Delhi ii.RED(NR), New Delhi, iii.RED(WR), Mumbai, iv.RED(SR), Chennai, v.RED(ER), Kolkata, vi.RED(NER), Guwahati, vii.Chennai Airport and viii. Kolkata Airport. 2. For remaining all consignee locations, 100% of quantity is to be supplied in piece form of 2.50 mtrs. each of Salwar cloth & Kameez cloth.	Duly stencilled with major specs, and the word "SALWAR & KAMEEZ CLOTH especially made for AAI".

2.27 Contractor's Representatives, Agents and Workmen:

The contractors shall employ only Indian Nationals and verify their antecedents and loyalty before employing them on the work. He shall ensure that no person of doubtful antecedent and nationality is in any way, associated with the works.

2.28 Stores and Materials:

All the stores and materials except the materials stipulated for issue by the Authority, required for the satisfactory completion of the work shall be arranged by contractor from his own sources/open market. No claim whatsoever shall be entertained by the Authority on account of delay in either providing these materials or non-availability of these materials in the market.

2.29 Co-ordination:

The contractor shall cooperate with Authority's other contractors, compare plans, specifications and time schedules and so arrange his work that there will be no interference.

2.30 Standard for workmanship:

To determine the acceptable standard of workmanship, the contractor shall execute a portion of the items of work as a sample for approval of General Manager (Tech.) before taking up the actual execution of the particular item of work. These samples on approval of the General Manager (Tech.) shall be guiding samples for execution of the particular item of work. Work not conforming to approved samples shall be rejected.

2.31 Inspection or Testing:

- i. The Authority's authorized representative shall have full power to examine the materials and workmanship at the contractor's work or at any other place from which the material is proposed to be manufactured / supplied. This however shall in no way relieve the contractor of his responsibility for meeting the requirements of the specifications.
- ii. The authority has the right to get the initial samples and also the sample material selected randomly from manufactured lot, tested from any Govt. laboratory / NABL approved laboratory as decided by the Airports Authority or by the 3rd party engaged by Airports Authority to find if the material supplied is of the same specifications as required in the NIT. The contractor shall permit the Authority's authorized representative to be present during any of, or all, the tests. After notification to the Authority that the supply has been completed, the contractor shall make under the direction and in the presence of the AAI representative such tests and inspection as have been specified or as the AAI representative shall consider necessary to determine whether or not the full intent of requirements of the specifications have been fulfilled.

- iii. The cost of travelling, boarding & lodging of AAI inspecting officer(s) to the site of inspection shall be borne by AAI. In case, however the inspection needs to be repeated due to the failure during first inspection then all expenditure including travelling, boarding & lodging of AAI Inspecting officer(s) for the repeat inspection will be to the account of supplier.

2.32 Defence of Suits:

If any action in court is brought against the purchaser or an officer of agent of the purchaser for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence of the part of the contractor, his agent, representatives, workman, suppliers or employees, the contractor shall in all such cases indemnify and keep the purchaser and/or his representative, harmless from all losses damages expenses or decrees arising out of such action.

2.33 Contract Document:

The agreement shall be executed on a non-judicial stamp paper of value of Rs.100/- (Rupees One Hundred only) within 30 days from the date of placement of order and cost of the stamp paper shall be borne by contractor.

The conditions published while inviting tender, specifications, undertaking from the tenderer, Proforma for Bank Guarantee for contract performance and equipment performance and General Terms & Conditions of purchase order shall form part of the contract agreement.

2.34 Consideration of Abnormally Low Bids:

- 2.34.1 An Abnormally Low Bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. Processing of such Abnormally Low Quoted Bid (ALQB) shall be as follows: -
- 2.34.2 The lowest Bidder has to submit a written clarification of their price including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirement of the bid document either on GeM Portal (if possible) or submit through a separate e-mail/letter to the bid processing manager of AAI.
- 2.34.3 AAI shall analyse the Bidder's clarification / justification and if, after evaluating the price analyses, AAI determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, AAI may reject the bid.

**For and on behalf of the Chairman
Airports Authority of India**

Signature of Bidder/s

SPECIAL CONDITIONS OF CONTRACT (SCC)

3.1 The following special conditions shall be read in conjunction with General Conditions of contract and amendments/corrections thereto. If there are any provisions in these Special Conditions which are at variance with the provisions in the mentioned documents, the provisions in these special conditions shall take precedence.

3.2 The sample of cloth / fabric / item will be available in the bid manager's office at following address for the contractor to refer the same for its colour, design, feel, finish, etc.: -

SM (Tech.)

Airports Authority of India

O/o GM (Tech.)-II

AAI Office Complex, Safdarjung Airport,

New Delhi – 110003, India

Telephone No. +91-11-24632950

Extension No.: 3369

e-mail: tbheeku@aai.aero / ravigurba@aai.aero

3.3 Sufficiency of Tender:

The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Works/Items/Quantities or in Bills of Quantities which rates and prices shall, except as otherwise provided, cover all his obligations under the contract, and all matters and things necessary for the proper completion and maintenance of the works.

3.4 Guarantee and Defects Liability Period:

The supplier will give an undertaking that the material supplied against this Order shall not deteriorate in quality or colour in normal washing for Salwar & Kameez Cloth for a minimum period of 6 months. In case any deterioration in quality or its effectiveness is observed in the guarantee period, the whole consignment including stitched uniform, which shall include stitching charges, shall be replaced by the supplier at his own risk and cost within 90 days.

3.5 In case of any contradictions in any terms & conditions as provided in this tender document or as given in GeM, the terms & conditions of this tender document shall prevail.

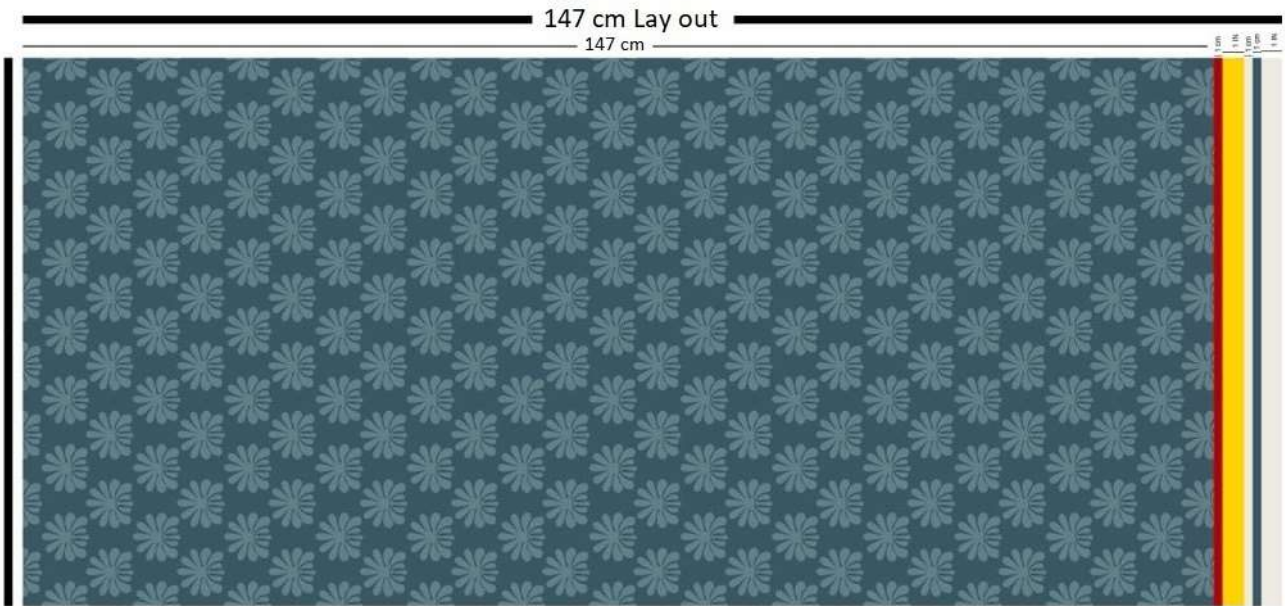
3.6 The design, print and color scheme of this Kameez Cloth has the exclusive right of AAI and the contractor shall manufacture and supply the Kameez Cloth only for AAI.

Sr. Manager (Technical)

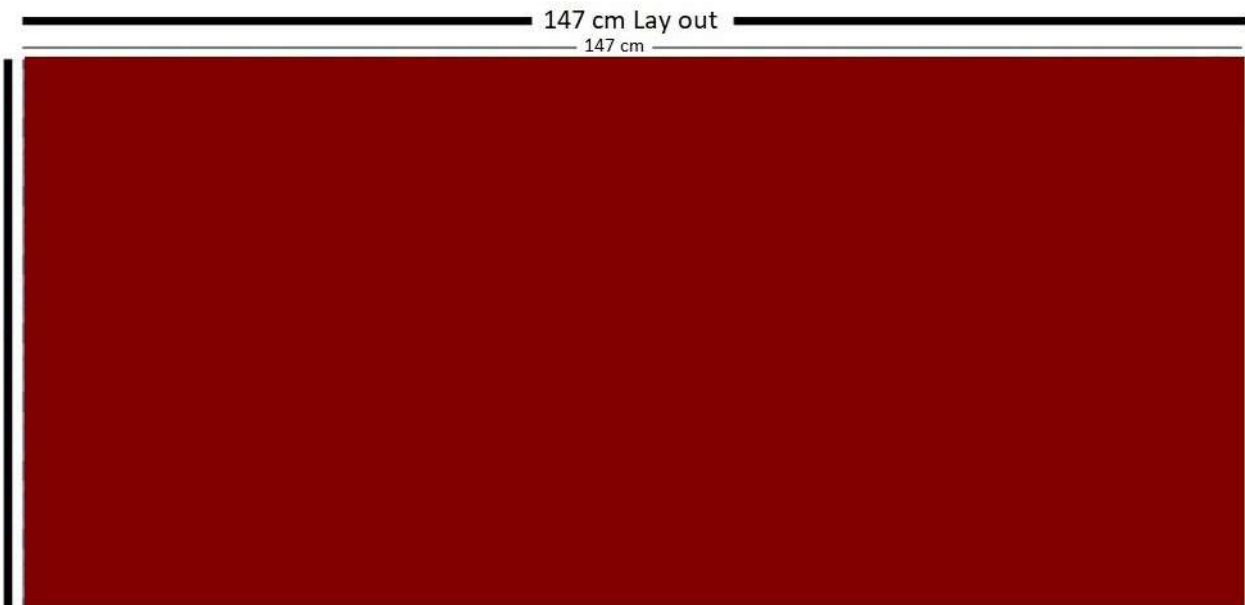
SECTION -D

**SPECIFICATION FOR COTTON POLYESTER FABRIC
(DYED & PRINTED KAMEEZ / SALWAR (PLAIN WEAVE)**

Sl.Nos.	Description	Parameters	Requirement
1	Identification of Fibre IS:667:81 RA2008	Warp	Cotton + Polyester
		Weft	Cotton + Polyester
2	% Composition (IS:3416:1988) RA:2008	Cotton	60 +- 3 unit
		Polyester	40 +- 3 unit
3	Dimensional Change on Washing	Warp	3.0 % Max
		Weft	3.0 % Max
4	pH value of aqueous extract (IS:1390:83RA2009)	Cold Method	6.0 to 8.0
5	C,F to Light IS:2454:85 RA2010	Numerical Rating	4
6	Breaking Strength IS:1969:85 RA2010 Revelled strip of (5 x 20) cm	Warp	420 N min
		Weft	300 N min
7	Weight/ Square meter (IS:1964)		125 gm min.+/-5%
8	Thread /Inch (IS:1963:81 RA:2008)	EPI	108 +5%, - 2.5%
		PPI	92+5%, - 2.5%
9	Width of Fabric (IS:1954:90)		147 cm min
10	Count of Yarn	Warp	Ne 2/80 +- 3%
		Weft	Ne 2/80 +- 3%
11	Pilling Resistance (IS:10971:84) RA:2010	Rating	4 min.
12	Tear Strength	Warp	0.9 kgf min.
		Weft	0.8 kgf min.
13	Crease recovery Angle (IS:4681)		200 Degree min.
14	C.F to Washing (IS/ISO:105:C:10:2006)C - 3	Change in Colour	4
		Staining on Polyester/Viscose	4
15	C.F to Rubbing (IS:766:83) (Dry /Wet)	Warp	4
		Weft	3
16	C.F to Dry Cleaning (IS:4802)	Change in Colour	4
		Staining on Solvent	3
17	C.F to Perspiration (IS:971:83) Acidic / Alkaline	Change in Colour	4
		Staining on Cotton/Polyester	3-4
18	C.F. to Hot Pressing (IS:689) (Immediate /After 4 Hours of Conditioning)	Change in Colour	Dry Damp Wet 4 4 4
		Staining on Cotton	- 4 3-4
19	Dry Heat 150 + - 2 Degree C	Change in Colour	4
20	Dimensional Stability to Dry Heat 150 + - 2Degree C	Warp	1.0 max.
		Weft	1.0 max.
21	Abrasion Resistance after 5000 cycles	Martindale Method	No threads ruptured



COLOUR/DESIGN/PATTERN OF KAMEEZ CLOTH



**COLOUR/DESIGN/PATTERN OF SALWAR CLOTH
(SALWAR CLOTH SHALL BE IN PLAIN MAROON COLOUR)**

FORMAT FOR LETTER OF UNCONDITIONAL ACCEPTANCE
(On the letter head of the Firm)

To

The SM (Tech.)
Airports Authority of India
O/o The GM (Tech.)-II
AAI Office Complex,
Safdarjung Airport
New Delhi - 110 003, India

Name of work: Supply of Salwar & Kameez Cloth as uniform item for AAI employees at various Airports in India.

Sir,

1. The tender document for the work **“Supply of Salwar & Kameez Cloth as uniform item for AAI employees at various Airports in India.”** have been issued to us/me by Airports Authority of India (AAI) through GeM Portal and I / we hereby certify that I / we have inspected the sites and read the entire terms and conditions of the tender documents, which shall form part of the contract agreement and I / we shall abide by the conditions / clauses contained therein.
2. I/we hereby unconditionally accept(s) the tender conditions of AAI’s tender documents in its entirety for the above work.
3. The contents of the clauses of Notice Inviting Tender of the Tender documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on quoted rates if any) in the tender, enclosed in envelope-2 and the same has been followed in the present case. In case, this provision of the tender if found violated after opening envelope-2, I/we agree that the tender shall be rejected.
4. **“That I / we declare that I / we have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe / gratification, I will immediately report it to the Appropriate Authority in AAI”.**
5. I / We do hereby declare and state that none of my/our near relatives is posted in AAI as officer responsible for award and execution of this particular tender/work and that no employee of AAI is a Director / Proprietor / Partner or holding any other post in my/our Firm/Company. I / We further undertake to intimate the names of persons, if any who are working with me / us in any capacity or are subsequently employed by me / us and who are near relatives to any officer in AAI.

Thanking you,

Sincerely yours,

(Signature of the Bidder with Company’s Seal)

UNDERTAKING REGARDING NO DEBARMENT / BLACKLISTING / RESTRAIN
(On the letter head of the Firm)

To

The SM (Tech.)
Airports Authority of India
O/o The GM (Tech.)-II
AAI Office Complex,
Safdarjung Airport
New Delhi - 110 003, India

Name of work: Supply of Salwar & Kameez Cloth as uniform item for AAI employees at various Airports in India.

Sir,

In compliance with the tender requirement for the above-referred work. I/We (name and post of authorized signatory) on behalf of (Name of firm) do here by solemnly affirm and declare as follows:

1. Our firm is not restrained/ debarred/ blacklisted by AAI or Central /State Govt. Depts./PSUs/World Bank/ ADB etc. and the debarment is not in force as on last date of submission of proposal.
2. None of Proprietor /Partners /Board Members /Directors of M/s.....(Name of firm) has remained Proprietor /Partner /Board Member /Director in any firm which stands debarred /blacklisted/restrained by AAI or Central /State Govt. Depts./PSUs/World Bank/ ADB etc. and the debarment/blacklisting/restrain is not in force as on last date of submission of proposal.
3. I/We undertake that, our firm possess the required tools, plants, skilled manpower, etc. required for execution of work as per scope of the tender.
4. I/We also undertake that no part of the scope of work shall be sublet or outsourced to any third party without written consent from AAI.
5. I/We undertake that, our firm or its Partners or its Directors or Sole Proprietor **do not have any outstanding dues payable to the Airports Authority of India.**
6. I/We undertake that, the complete responsibility to carry out the works and their completion as per scope of the tender, shall be of our firm only.
7. I/We undertake that, our firm or our subsidiary firm or our parent firm has not submitted alternate or partial bid(s).
8. Our firm understands that if our firm either debarred before the date of submission of bid (first bid, normally called as technical bid, in case of two packet/two stage bidding) or debarred before the date of contract by AAI or Central /State Govt. Depts./PSUs/World Bank/ ADB etc., our bid is liable to be rejected at that stage.
9. Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment/ blacklisting, restrain, termination of the contract etc. as deemed fit.

Dated:

Signature of the Authorized signatory

Name:
Agency / Firm:
Telephone:
Fax:
E-mail:
Stamp:

Item Rate BoQ (Indicative)

Tender Inviting Authority: Airports Authority of India

Name of work: Supply of Salwar & Kameez Cloth as uniform item for AAI employees at various locations in India.

(Tender ID: _____)

Name of the Bidder/Bidding Firm/Company:

Price Schedule

Sl. No.	Unit of item	Item Description	Quantity in meters.	Basic price per metre (INR)	GST on Basic price per metre	Total Amount without Taxes	Total Amount with Taxes
1	2	3	4	5	6	7	8
01	metres.	Salwar & Kameez Cloth as per AAI specifications	25726 (12863 + 12863)				

Note: (1) Annexure-III is only for reference purpose. Price quoted in BOQ on GeM portal shall only be considered as Financial Bid.

(2) Zero quote for an item shall be considered as Non-responsive bid.

GENERAL NOTE FOR BOQ

1. Prices shall be quoted and submitted as per the guidelines of GeM Portal only. Please read Section-A of General Information and Guidelines (GIG).
2. The Bidder should not write/quote NIL in any of the line item otherwise the tender shall be rejected. In case the bidder does not want to quote any amount for any item they may quote amount as 0.00 in their financial bid but overall quote of 0.00 will be treated as unresponsive bid and will not be considered.
3. Laboratory testing charges (as per actuals) and related charges such as service charges / administrative charges of 3rd party engaged by the AAI @ 0.20 % + GST of total awarded value excluding GST shall be borne by the supplier. Laboratory for testing will be decided by the AAI or its authorized representative. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the AAI. Decision of AAI is final and binding on the contractor.
4. Rate quoted by the bidder shall be inclusive of all i.e. sample development cost, material cost, lab testing charges, charges of third party engaged by AAI for testing purpose, packing & transit insurance cost, transport cost, miscellaneous cost if any and GST etc.
5. The bidder is required to produce Government of India notification towards taxes prevailing at the time of submission of bid versus time of supply of the items while seeking claim towards increase in statutory taxes in India/State of India. In case no extra payment is claimed by the bidder towards increase in statutory taxes, a certificate/undertaking is required to be given by bidder that statutory tax has not decreased during the period between date of submission of bid & date of supply of the items. Any decrease in statutory taxes between the above said periods shall be passed to AAI while claiming payments. If supplies are delayed for reasons attributed to the suppliers, the increase rate of statutory taxes shall be borne by the supplier and any benefit accruing due to decrease in statutory taxes shall be passed on to AAI.

PROFORMA FOR PERFORMANCE BANK GUARANTEE (BANK GUARANTEE BOND)

(To be stamped in accordance with stamp Act)

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

To,

Airports Authority of India

1. In consideration of the Chairman, AAI (hereinafter called “AAI”) having offered to accept the terms and conditions of the proposed agreement between and.....[hereinafter called the said Contractor(s)] for the work.....(herein after “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. We..... (indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs.....(Rupees..... only) on demand by AAI.
2. We..... (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made by AAI on the Bank through written communication shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only).
3. We, the said Bank, further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under his bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We.....(Indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We.....(indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

TENDER-FORM

Full Name and Address of the Bidder. The addition to the Post Box No. if any, should be Quoted in all Communication to this Office	Name of the Bidder	
	Telephonic Address	
	Telephone No.	
	Fax No.	
	Code Used	

To

The SM (Tech.)
 O/o The GM (Tech.)-II
 Airports Authority of India
 AAI Office Complex,
 Safdarjung Airport
 New Delhi - 110 003, India

Dear Sir,

I/We hereby offer to execute the work detailed in the schedule hereto or such portion thereof as you may specify in the acceptance Tender at the price given in the said schedule and agree to hold this offer open till I/We shall be bound by a communication of acceptance of dispatch within the prescribed time.

I/We have understood the instructions, to bidders and the terms & conditions mentioned in the invitation to Tender and conditions of contract governing contracts placed by the Airports Authority of India and have thoroughly examined the specifications quoted in the tender form hereto and /or fully aware of the nature of the work required to be carried out and my/our offer is to execute the work required strictly in accordance with the requirements of the terms and conditions stipulated.

Should this tender be accepted, in whole or in part, I/We hereby agree: -

1. To abide by and fulfil all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable, and /or in default thereof forfeit to and pay to Airports Authority of India the sum of money mentioned in the said conditions.
2. To execute all the work referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered **within currency of contract** up to a **maximum of ±30%** in the case of all items of the **schedule of quantity (BoQ)** at the rate quoted in the tender documents. I / we have inspected the site of work and have fully satisfied myself / ourselves as to the nature of site of work, local facilities of access, availability of materials and other site conditions relevant to this contract.

The following pages have been added to and form part of the tender.

Yours Faithfully,

Signature of Bidder

Address:

Signature of Witness

Address:

UNDERTAKING TO BE SUBMITTED BY AGENCY FOR PARTICIPATING AS CLASS-I LOCAL SUPPLIER UNDER MAKE IN INDIA (MII) POLICY

Name of the work: Supply of Salwar & Kameez Cloth as uniform item for AAI employees at various locations in India.

Name of Contractor/Firm _____

Bid No. GEM/2023/B/3687575

I/we have applied for above tender for the work of “**Supply of Salwar & Kameez Cloth as uniform item for AAI employees at various locations in India**” and hereby undertake that:

- I/we have gone through the “Make in India Policy” and have understood the provisions available in the policy.
- We _____ (Name of the firm) _____ are participating in the tender as Class-I Local Supplier.
- The local content of the item offered by us is _____ %.
- The details of the location(s) at which local value addition is made is: _____.

Signature of the contractor with Company’s seal:

Date:

GST Undertaking

I/We..... (Name & post of authorized signatory) on behalf of
(Name of bidder) do hereby solemnly declare the following.

That our firm/ Indian Subsidiary/ Indian Associate has been registered under GST having registration no..... and fully compliant of GST provisions.

That in case of non-compliance of GST provisions and blockage of any input credit, our firm shall be responsible to indemnify Airports Authority of India.

That all input credits have been passed on to AAI by our firm.

Signature.....

Name of the authorized Signatory of the bidder.....

Date.....

Seal

A G R E E M E N T

CONTRACT AGREEMENT NO.

This agreement is made and executed at -----(.) on this ----- day of ----- between Airports Authority of India as a statutory corporation incorporated under Airports Authority of India Act, 1995 having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi- 110003. Through its{Engineer –In- Charge (Designation of Officer) of -----(Respective Airport)} (hereinafter referred to as “OWNER” or “AAI” which expression shall include its Administrators, Successors, Executors and Assigns) of the one part and M/s. referred to as “CONTRACTOR” which expression shall include its Administrators, Successors, Executors and permitted assigns of the other part.

Whereas, Airports Authority of India is desirous of getting the work of..... (Hereinafter called the “WORK”) done and had invited tenders for this work as per tender documents sold for this purpose. And Whereas, M/s has participated in the above referred bidding vide their tender dated and AAI has accepted their aforesaid proposal and awarded the work to as per terms and conditions contained in its award Letter Number and documents referred to therein which have been accepted by resulting into a “CONTRACT”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

ARTICLE 1.0AWARD OF CONTRACT

Airports Authority of India has awarded the contract to for the work of with the terms and conditions contained in its award letter and the documents referred to therein. The award has taken with effect from i.e. the date of issue of aforesaid letter. The terms and expression used in this Agreement shall have the same meaning as are assigned to them in the “CONTRACT DOCUMENTS” referred to in the succeeding article.

ARTICLE 2.0CONTRACT DOCUMENTS

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “CONTRACT DOCUMENTS”)

Sl. No.	NAME OF DOCUMENTS	PAGE No
1.		
2.		
3.		

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part thereof conform to the tender document and what has been specifically agreed by the owner in its letter of award. Any matter inconsistent therewith, contrary or repugnant to or any deviation taken by the Contractor in its ‘Proposal’ not agreed to by the owner in its letter of award or any other letter which to have been withdrawn by the contractor, for the sake of brevity, this agreement along with its aforesaid contract document shall be referred to as the “AGREEMENT”.

ARTICLE 3.0 (CONDITION OF CONVENANTS)

3.1 The scope of contract, consideration, terms of payment, period of completion, defects liability period, price adjustment, taxes whichever applicable, insurance, liquidated damages and all other terms and conditions are contained in

the aforesaid contract documents. The contract shall be duly performed by the Contractor strictly and faithfully in accordance with terms of the Agreement.

3.2 The Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.

ARTICLE 4.0

4.1 SETTLEMENT OF DISPUTES

It is specifically agreed by and between the parties that all the difference or disputes arising out of the Agreement of touching the subject matter of the Agreement shall be decided by process of settlement and arbitration, as specified in Clause 2.26 of the Tender and the provision of the Indian Arbitration Act, 1996 shall apply and Delhi Court alone shall have exclusive jurisdiction over the same.

4.2 NOTICE OF DEFAULT

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have duly and properly served upon the parties here to if delivered against acknowledgement due addressed to the signatories at the addresses mentioned here in above.

This contract Agreement is allotted the numberIN WITNESS WHEREOF, the parties through their duly authorized representative have executed these present (execution whereof has been approved by the Competent Authority of both the parties) at the day, month and year first above mentioned at .

SIGNED FOR AND ON BEHALF OF
CONTRACTOR

SIGNED FOR AND ON BEHALF OF
AAI

WITNESS:

- 1.
- 2.

CHECK LIST**Name of Work: Supply of Salwar & Kameez Cloth as uniform item for AAI employees at various locations in India.**

Sl. No	Description/Statement	Status of Compliance	Reference Details/Page No.	Remarks of Supplier, if any
1.	Has the bidder uploaded self-declaration in terms of NIT para 1.19.1?	Yes/No		
2.	Has the bidder uploaded copy of PAN & GST Registration Certificate of firm, as sought in Para 1.19.2 & 1.19.3 of Section -A?	PAN: _____ GST Reg. No.: _____		
3.	Has the bidder submitted Document for Turnover as sought in Para 1.19.4 of Section -A?	Yes/No		
4.	Does the firm meet the average Financial Turn Over criteria as per clause 1.19.4 of Section-A?	Yes/No		
5.	Has the bidder submitted unconditional letter of acceptance as per Annexure-I	Yes/No		
6.	Has the bidder submitted the undertaking that the bidder has not been blacklisted or any case is pending against the bidder per Annexure-II?	Yes/No		
7.	Has the bidder submitted Tender form for execution of work & conditions as per Annexure-VI?	Yes/No		
8.	Has the Bidder uploaded Annexure-VII for participating under— Make in India policy?	Yes/ No		
9.	Has the bidder submitted GST undertaking as per Annexure-VIII?	Yes/No		
10.	Has the bidder uploaded duly filled and signed copy of this Checklist - Annexure-X?	Yes/ No		
11.	Has the bidder submitted Nil deviation declarations as per Annexures-XI and XII?	Yes/No		
12.	Has the bidder uploaded digitally signed copy of this tender document along with all corrigendum/addendum as a proof that bidder has understood all the terms and conditions of tender?	Yes/No		
13.	Has the bidder submitted documents needed for any concession/ exemption under registration with NSIC/MSME OR taking Benefit under Start-up Policy OR Purchase	Yes/No/ Not Applicable		

	Preference to Central Public Sector Undertaking in relevant field?			
14.	Has the bidder submitted technical compliance in terms of Technical Specification (Section- D) as per the format provided in clause 1.21.2?	Yes/No		

I (_____) hereby declare that the information as stated above and the supporting documents uploaded are true and correct. In case any information/document is found fake/incorrect at any stage, action as deemed fit by AAI can be taken against me.

Place:

Signature:

Date:

Authorized Signatory of the bidder

Nil- Deviation Declaration from the laid down requirement of Tender Document

[TO BE SUBMITTED WITH PRE-QUALIFICATION BID]

To,

The SM (Tech.)
O/o The GM (Tech.)-II
Airports Authority of India,
AAI Office Complex,
Safdarjung Airport,
New Delhi - 110 003, India

Subject: Nil Deviation statement from laid down requirements in tender document with Tender ID: GEM/2023/B/3687575

Dear Sir,

We hereby state that we have studied the subject tender completely and we have Nil / No Deviation towards any and all contents / clause / paras of the subject Tender Document and its Corrigenda.

Thanking you,

Signature of Bidder with Company's seal

Nil- Deviation Declaration in respect of Technical Specifications

[TO BE SUBMITTED IN COMPANY LETTER HEAD WITH TECHNICAL BID]

To,

The SM (Tech.)
O/o The GM (Tech.)-II
Airports Authority of India,
AAI Office Complex,
Safdarjung Airport,
New Delhi - 110 003, India

Subject: Nil Deviation statement in respect of Technical Specifications (Section-D) of tender document with Bid ID:
GEM/2023/B/3687575

Dear Sir,

We hereby duly state that we have studied the technical specifications of NIT (Section-D) and its Corrigendum's thoroughly and we have Nil/ No Deviation in respect of technical specifications of the subject Tender Document and its Corrigenda.

Thanking you,

Signature of Bidder with Company's seal

Request letter: Transmission of Bank Guarantee Cover Message / SFMS (To be submitted by applicant to BG issuing bank)

Date:

The Manager,
..... (Bank)
..... (Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG covermessages where beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear Sir /Ma'am,

I/We,, request you to include unique identifier----- in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFNCOV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC• ICIC0000007).

Thanking you,

.....
(Vendor/Customer/Concessionaire)

FORMAT CONSENT LETTER

(Refer Dispute Resolution Clause)

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

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

Sir / Madam,

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

Thanking you,

(_____)

Authorized signatory of

Encl: As above.

----- END of the Document -----