

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	02-07-2024 16:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	02-07-2024 16:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	90 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Civil Aviation
<b>Department Name/विभाग का नाम</b>	Airports Authority Of India (aai)
<b>Organisation Name/संगठन का नाम</b>	Airports Authority Of India
<b>Office Name/कार्यालय का नाम</b>	Jammu
<b>Total Quantity/कुल मात्रा</b>	192
<b>Item Category/मद केटेगरी</b>	Airport Terminal Chair (Q3)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	29 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance/विगत प्रदर्शन</b>	80 %
<b>Bid to RA enabled/बिड से रियर्स नीलागी सक्रिय किया</b>	No
<b>ITC available to buyer/विक्रेता के लिए उपलब्ध आईटीसी</b>	Yes

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	9450950
Payment Timelines	Payments shall be made to the Seller within <b>30</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	189019

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने)	15

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रख गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

APD Jammu  
Airports Authority of India, Civil Airport, Satwari Jammu - 180003  
(Airport Director)

#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1 + 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and

for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

### Airport Terminal Chair ( 192 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

#### Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेएम कैटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERAL REQUIREMENT	Seating capacity	Three seaters
	Technical specification of Airport Terminal chairs	As per the approved revised specification received on dated 09-11-2022 from GM (Tech. II) AAI, New Delhi - 110003 (Copy of approved REVISED specification uploaded at Applicable specification document)
	Delivery status	Knocked Down Supply (to be assembled by Seller on Site)
SEAT	Type of seat integration	PU without inserts integrated in the outer steel frame, PU with inserts of wire mesh integrated in the outer steel frame, PU with steel strips integrated in the outer steel frame
BACKREST	Type of backrest integration	PU without inserts integrated in outer steel frame, PU with inserts of wire mesh integrated in outer steel frame
CERTIFICATION	Availability of Test Report from Designated AHSP / NABL / ILAC/ ISO/IEC 17025 accredited or Central Government Lab to prove conformity of products to the specification	Yes
	Test reports to be furnished to buyer on demand, if claimed to be available	Yes

#### Additional Specification Parameters - Airport Terminal Chair ( 192 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
The chair shall not develop any structural failure within its life cycle period of five years and the manufacturing company shall submit a confirmation certificate to meet this requirement.	The chair shall not develop any structural failure within its life cycle period of five years and the manufacturing company shall submit a confirmation certificate to meet this requirement.

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स चार्ज (आरसीएम) Details**

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
18%	NA

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

Applicable Specification Document	<a href="#">View</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Vivek Katara	180003,Civil Airport, Satwari Jammu Cantt.-180003	192	45

**Buyer Added Bid Specific Terms and Conditions/क्रिन्ता द्वारा जोडी गई बिड की विशेष शर्तें**

**1. Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

**2. Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

**3. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Airports Authority of India  
Account No.  
31302019260  
IFSC Code  
SBIN0011857  
Bank Name  
STATE BANK OF INDIA  
Branch address  
SHASTRI NAGAR JAMMU

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 4. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

#### 5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

#### **ADDITIONAL TERMS & CONDITIONS (ATC)**

*Replacement of Three - seater passenger chairs and Passenger trollies at Civil Airport, Jammu. [SH: SITC of 192 Nos. of Three-Seater Chairs]*

1. Bids are invited for "SUPPLY, INSTALLATION & COMMISSIONING OF 192 Nos. THREE-SEATER AIRPORT TERMINAL CHAIRS (with Technical specification and Indicative diagram as mentioned in SECTION-A of this ATC document) AT JAMMU AIRPORT" from OEM of Three-Seater Airport Terminal Chairs or 100% Indian subsidiary company of the OEM of Three-Seater Airport Terminal Chairs or joint Venture Company or the firm, participating under the "Manufacture under license/technology collaboration agreements with phased indigenization" who are "Class-I Local Supplier" or "Class-II Local Supplier" as defined in Public Procurement (Preference to Make in India), Order 2017 and subsequent revision thereof.

2. Bidder firm shall submit an unconditional acceptance letter (Annexure - I(a)) and proforma for undertaking (Annexure - I(b)) 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. Bidders shall note that Terms and conditions of this ATC document shall supersede the terms & conditions at GeM in case of any difference.

3. 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:

3.1. They have controlling partner (s) in common; or

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

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

3.4. 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

3.5. 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 such bids in which the bidder is involved.

3.6. 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.

3.7. 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.

3.8. 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 bid. Such bids shall be summarily rejected.

#### 4. EARNEST MONEY DEPOSIT (EMD):

4.1. The EMD amount of INR Rs. 1,89,019.00 (Rupees One Lakh Eighty-Nine Thousand and Nineteen only) should be submitted in the form of Irrevocable Bank Guarantee (BG) as per Annexure-VII, from a Scheduled Commercial Bank (as per RBI schedule) [but not from any Cooperative or Gramin bank] having office in India, or in the form of Demand draft in favour of "Airports Authority of India" payable at Jammu Airport.

4.2. A scanned copy of Bank Guarantee along with Letter of Undertaking to the Bank (Annexure-VIII), or scanned copy of Demand Draft, as applicable, shall be uploaded by the Bidders in the GeM bid.

4.3. In either case, the original Demand Draft or Bank Guarantee, with other required documents, shall be submitted to "Airport Director, Civil Airport Jammu, Airports Authority of India-180003", so as to reach on or before the last date and time of bid submission.

4.4. The Earnest Money Deposit shall be valid for a period of 90 days from the notified date of opening of the bids without any condition. In case of any extension of bid opening date, or delay in finalization of bids, the bidder shall extend validity of Earnest Money Deposit suitably.

4.5. The BG shall contain the name, designation and code number of the Bank officer(s) signing the guarantee(s). Further, the bidder shall provide the name, designation, address, fax number, e-mail id and telephone number of the bank issuing the Bank Guarantee.

4.6. Verification of Bank Guarantees submitted by Vendors to AAI will be done through Structured Financial Messaging System (SFMS) of ICICI bank as defined in Para 6.3 of this section.

4.7. The Bidder shall not change or alter or modify in any way, the language or contents of Annexure -VII (EMD Bank Guarantee) of this document.

4.8. Govt. of India's Guidelines issued from time to time relating to exemption of Earnest Money should be applicable to eligible bidders.

4.9. Bids received without EMD (other than those who are exempted from payment of EMD) as specified in the bid document, shall be rejected outrightly.

#### 4.10. Refund of EMD:

4.10.1. EMD of bidders who are disqualified in Technical Stage shall be returned/refunded after rejection of their bids.

4.10.2. EMD of all qualified bidders whose financial bids are opened (except the confirmed lowest bidder) shall be returned/refunded after award of order to successful bidder.

4.10.3. EMD of the successful bidder will be returned/refunded after receipt of Performance Bank Guarantee against Security Deposit for supply, installation, commissioning and Warranty/Guarantee period as per Clause 5.

4.10.4. If AAI cancels this Bid, then AAI will return the EMD of all Bidders for whom the EMD was not already forfeited and encashed.

4.10.5. AAI shall refund same amount as received from bidders towards EMD and in the same currency with no interest or any other expenses, whatsoever, in any manner to the bidder or its authorized representative.

4.10.6. The Bidder shall provide the requisite Bank Account details for return of EMD.

4.11. Forfeiture of EMD: The EMD amount of a bidder shall be forfeited in the following events:

4.11.1. If the bidder withdraws or amends its bid or breach of the conditions of the bid document or impairs or derogates from the tender in any respect within the period of validity of the bid.

4.11.2. If the successful bidder fails to enter into a contract with AAI within 30 calendar days (or an extended period as approved by the Accepting Authority in AAI) after the receipt of the purchase order / work order.

4.11.3. If the successful bidder fails to submit the contract performance bank guarantee as stipulated in the Terms and Conditions within 30 calendar days (or an extended period as approved by the Accepting Authority in AAI) after the receipt of the purchase order/ work order.

4.11.4. If the bidder knowingly and wilfully supplied incorrect information in the bid.

4.11.5. In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of un-conditional acceptance of terms and conditions of the bid document

{Annexure-i (a)}.

4.11.6. AAI may issue a Letter of Intent (LOI) to the declared L1 bidder and ask the bidder to accept the LOI unconditionally within the specified time. If the bidder fails to accept the LOI unconditionally, it will be construed that the Bidder is not interested in the offer. In such a situation AAI will encash and forfeit the EMD.

## 5. PERFORMANCE SECURITY:

5.1. Performance Security or Performance Bank Guarantee (PBG) for the work shall be submitted by the successful bidder after Award of Contract. PBG is required to ensure the performance of the contract [Supply, installation & commissioning of ordered item and its performance during Guarantee/Warranty (Defect Liability) period]. Performance Security shall be of an amount of 05 (Five) per cent of the Contract value. Performance Security shall be furnished in the form of an Irrevocable and unconditional bank guarantee from a Scheduled Commercial Bank, but not from Cooperative or Gramin Bank. Performance Bank Guarantee shall be valid for ninety (90) days beyond the date of completion of all contractual obligations of the supplier including Guarantee/Warranty obligations and shall remain valid as per provisional extension granted by the AAI. 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.

5.2. Performance Bank Guarantee (PBG) shall be submitted by the Successful Bidder as per ANNEXURE-V, within 30 calendar days of issue of purchase order, having validity up to Guarantee/ Warranty (Defect Liability) Period + 90 days, i.e. 01 years + 90 days. The Guarantee/ Warranty (Defect Liability) Period shall be reckoned from the date of commissioning/ put to use certificate of the items issued by AAI representative of the Jammu Airport. In any case, if the Agency fails to extend the validity of the Performance Bank Guarantee as per requirements of the bid document, the same can be encashed by AAI.

5.3. In case the Agency 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 bill payable to the Agency. 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 forfeit the EMD and cancel the order.

5.4. The Performance Security will be forfeited and credited to the accounts of AAI in the event of a breach of contract by the contractor. It shall 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.

5.5. The Performance Security will be returned to the supplier on completion of all the contractual liabilities.

5.6. The performance Security shall be deemed to govern the following guarantees from the successful Contractor, in addition to the other provisions of the guarantee: -

5.6.1. The successful and satisfactory operation of the equipment supplied shall be in accordance with the specifications and other relevant documents.

5.6.2. The equipment 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 equipment within the period of guarantee/warranty.

5.6.3. The performance guarantee is intended to secure the performance of the entire equipment. However

r, it is not to be construed as limiting the damages stipulated in any other clause.

#### 6. VERIFICATION OF BANK GUARANTEES:

6.1. Bidder shall ensure that Bank Guarantee shall be submitted to AAI directly by the issuing bank under Registered Post / Registered (A.D.) / Speed Post.

6.2. 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 office of the controlling bank from the branch of the bank issuing the BG) for online verification of BG.

6.3. Verification of BG through SFMS of ICICI Bank:

6.3.1. Verification of Bank Guarantees submitted by Bidders to AAI will be done through Structured Financial Messaging System (SFMS) of ICICI bank.

6.3.2. 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-VI

6.3.3. 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.

6.3.4. 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.

6.3.5. 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.

6.3.6. 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.

6.3.7. 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.

6.3.8. Vendor / successful bidder shall submit BG (PBG/BG-SD/FBG/EMD) 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 : AAIJAMMU

7. 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 bids which can be extended, if the bidder:

7.1. Withdraw or amend 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 bids.

7.2. Fail 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.

7.3. Fail to submit the performance Bank Guarantee as stipulated in Clause-5 of this ATC document, within 30 calendar days (or extended period as approved by the Accepting Authority in AAI) after the receipt of the Purchase Order / Work Order in case of supply and commissioning.

7.4. Submit any incorrect / false information or document in the bid in order to qualify.

7.5. Do 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 bid document.

7.6. Fail to accept the Letter of Intent (LOI) / Purchase order within the stipulated time.

7.7. In case of non-compliance of Technical Specifications and Operational Performance as per Section-A of this ATC, AAI holds the right to terminate the contract without any prejudice manner and forfeit the Performance Bank Guarantee, besides blacklisting of the firm.

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

9. Eligibility conditions for participating in the GeM Bid:

9.1. The Bid is invited from OEM of Three-Seater Airport Terminal Chairs or 100% Indian subsidiary company of the OEM of Three-Seater Airport Terminal Chairs or Joint Venture Company or the firm, participating under the "Manufacture under license/technology collaboration agreements with phased indigenization" who are "Class-I Local Supplier" or "Class-II Local Supplier" as defined in Public Procurement (Preference to Make in India), Order 2017 and subsequent revision thereof. Accordingly, following documents to be submitted:

9.1.1. Valid Certificate of Incorporation for Public / Private Limited Company / firm issued by Appropriate Authority. Registered partnership deed in case of Partnership firm or Self-attested copy of certificate/licence issued by appropriate Authorities/ Department/Body or Chamber of Commerce/ GST certificate in case of proprietary firm.

9.1.2. Self-attested letter from authorized signatory of the firm as a proof of being Original Equipment Manufacturer (OEM), if applicable.

9.1.3. In case the bidder falls in the category of bidders defined under Order (Public Procurement No.1) dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India vide F. No. 6/18/2019-PPD] and its revisions thereof, Self-attested copy of Registration certificate of the bidder with Competent Authority shall be submitted. Registration should be valid at the time of submission of Bid and should also remain valid at the time of acceptance of the bid. (Annexure IX).

9.1.4. Self-certificate which clearly specifies whether the bidder is participating as Class-I Local Supplier or Class-II Local Supplier along with the details of location where local content to be added and also certificate specifying the percentage of local content from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplies other than companies). (Annexure - IV & Form - I, II & III). The bidder should submit filled and signed Annexure-IV and Forms -I, II&III in sealed envelope (Envelope-B marked "Make in India") so as to reach before scheduled date of opening of technical bids (Note: - The bidder should not upload scanned copies of Form - I, II & III along with Technical bid). All certificates issued by Chartered Accountant for local content under Make in India Policy should have UDIN, if applicable.

9.1.5. Self-attested copy of Income Tax Registration document i.e. Permanent Account Number (PAN).

9.1.6. Self-attested copy of Tax Registration document i.e. Goods and Service Tax (GST).

9.2. EXPERIENCE:

9.2.1. The Bidder should have successfully completed the Supply, Installation and Commissioning of Airport Terminal Chairs/ Cinema Halls Chairs/ Chair Car Seating of AC Trains in the last seven-years ending 31.03.2024, as per following value/quantity criteria:

Value Criteria:

a) One Work Order of value equal to INR Rs. 75,60,760.00 or more.

OR

b) Two separate Work Orders, each for a value equal to INR Rs. 47,25,475.00 or more.

OR

c) Three separate Work Orders, each for a value equal to INR Rs. 37,80,380.00 or more.

Note: - In case of experience of Private sectors, bidder has to submit TDS certificate as applicable issued by the customer in support of payment received and execution of work. The bidder, who have submitted experience certificate issued by Government/ Semi Govt./ PSU for required value of work, need not submit T

DS certificate.

Details to be submitted as per format below:

Sl.

No. Invoice No. & Date Item Description Quantity (Nos.) Value (\$ / € / ₹) (If applicable) PO No.

& Date End User with Contact Details & Full address

with e-mail

Total= Total=

9.2.2. Documents required for Experience in respect of para 9.2.1 above:

a) Copies of Purchase Order.

b) Copies of invoices for each purchase order issued.

c) Completion Certificate / Commissioning Certificate / Delivery Receipt or any other relevant documents to establish the required experience as per Clause No. 9.2.1 and its subsequent sub clauses indicating reference Purchase order/invoice. The Completion / Commissioning Certificate or any other relevant documents should clearly indicate the following:

i. Purchase Order No. or Contract No.

ii. Date of Completion

iii. Value/ Quantity of Award

iv. Contact details of end user where Airport Terminal Chairs/Cinema Halls Chairs/ Chair Car Seating of AC Trains, has been supplied and commissioned viz e-mail id, phone/mobile no. & address for communication

Note: In case of participation under value criteria, the price / value in documents like invoice/purchase order/completion certificate must be clearly visible.

9.2.3. The Indian subsidiary Company can use the Experience of its Foreign Principal OEM, if OEM owns 100% of Subsidiary Company. The bidder shall submit documentary evidence to prove that Indian company/Firm is indeed a 100% subsidiary or branch of a foreign company. The bidder shall produce balance sheet showing equity holdings or certificate by the company Chartered Accountant/auditors showing equity holding patterns between the Foreign principal company and its Indian subsidiary/branch or a certificate by the foreign principal company that the Indian company is their wholly owned subsidiary (which should be duly notarized) and the Indian subsidiary company/branch may be allowed to participate in the AAI tenders. The foreign principal must submit an undertaking to provide all required technical knowhow to Indian firm for successful completion of the project as per Annexure-X. Bidder is allowed to use the financial strength of Parent Company who owns 100% shares, against requirement of "Average Annualized Financial Turnover". In case of take-over or acquisition of insolvent company, the past experience of solvent company in terms Technical strength, Manpower and Technology can be used by the company which has taken-over. However, in such situation the financial strength of parent company can only be considered.

9.2.4. AAI shall at its discretion may ask the bidder(s) to submit the proof of deposit of VAT / GST / Equivalent Tax/ TDS amount deposited with the Government Authorities with reference to the details mentioned at para 9.2.1 above.

9.2.5. Proof of Satisfactory Performance: Bidder shall submit Satisfactory Performance Certificate for more than one year of use of Airport Terminal Chairs/Cinema Halls Chairs/ Chair Car Seating of AC Trains, supplied during last (07) seven years ending 31.03.2024, from at least one end user in respect of the experience of the works claimed by bidders against para 9.2.1 above. The bidder shall provide the contact details, email-id, phone/mobile no. & address of above end users for communication.

9.3. TURNOVER:

9.3.1. Average annualized financial turnover: Bidder should have annualized average financial turnover of at least INR Rs. 28,35,285.00 during last three financial years ending 31st March 2023 or 31st December 2022, as the case may be in their country.

9.3.2. Self-Attested copies of documents required for Turnover: Abridged balance sheet along with Profit & Loss Account of the bidder for the last three financial years (2020-21, 2021-2022 and 2022-23) for F.Y. ending in March 2023, 2022 and 2021 for F.Y. ending in December 2022, as the case may be in their country.

9.3.3. Indian Bidders have to submit UDIN generated documents like Balance Sheet/ Turnover certificate, Tax Deduction at Source (TDS) Certificates for Non- Govt. works etc. as per Bid conditions duly certified by CA and having UDIN. The documents submitted by bidders without UDIN shall not be entertained.

#### 9.4. RESOURCES FOR SUPPLY AND MAINTENANCE OF THE THREE-SEATER CHAIRS:

9.4.1. The Bidder shall have adequate facilities to manufacture the Three-Seater Airport Terminal Chairs and for providing necessary support facilities for a minimum period of 01-year and shall submit a confirmation certificate from manufacturer that chair shall not develop any structural failure within its life cycle period of 05 years.

9.4.2. Documents required to be submitted in support of above clause: Bidder shall submit a self-certification that it has adequate infrastructure, resources and trained manpower to manufacture the Three-Seater Airport Terminal Chairs and for carrying out various required Repair & Maintenance activities.

9.5. ANNUAL PRODUCTION CAPACITY: The manufacturing firm shall submit a self-certification indicating that it has production capability to manufacture/deliver at least 1500 Nos. of Three-Seater Airport Terminal Chairs Cinema Halls Chairs/ Chair Car Seating of AC Trains, in a single year.

#### 9.6. OTHER DOCUMENTS REQUIRED TO BE SUBMITTED:

9.6.1. Unconditional Letter of Acceptance {Annexure-I (a)}.

9.6.2. Proforma for Undertaking that the bidder has not been blacklisted or any case is pending against the bidder. {Annexure-I (b)}.

9.6.3. Power of Attorney: Bidder shall submit Power of Attorney (Stamp of Rupees 100/-) as per Annexure XI, authorizing the designated executive to sign all documents on behalf of the company or Firm, if the bid is not signed by the Director of the Company or Partner / Proprietor of the Firm.

9.6.4. Nil- Deviation Declaration (Annexure - XII) from the laid down requirement of Bid Document.

9.6.5. GST Undertaking (Annexure-II).

9.6.6. Nil-Deviation to AAI Technical specification of product as specified in Section-A of ATC document (Annexure-XIII)

9.6.7. Compliance to AAI Technical specification of product as specified in Section-A of ATC document (Annexure-III) along with offered product catalogue/leaflet/brochure/ etc.

9.6.8. Certificate of Conformity of the offered product, i.e., Three-Seater Airport Terminal Chairs, to BIFMA X 5.4 STANDARD shall be submitted by the bidder.

#### 9.7. Purchase Preference under Make in India Policy: -

9.7.1. Public Procurement (Preference to Make in India), Order 2017, Revision; regarding", dated 16th September, 2020 issued by Public Procurement Section, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, revision thereof shall be applicable.

9.7.2. The following paras shall be considered for evaluation of Make in India Component: -

9.7.2.1. The bidder who wish to avail preference under Make in India policy should submit the undertaking as per Annexure IV in Technical bid

9.7.2.2. The bidder shall submit the details as per Form-III i.e. calculation of local content in goods/services provided in Make in India policy available in bid document. These details should match with the rates quoted in Financial Bid, failing which AAI shall have full rights to re-examine their bid for Make in India compliance and demand additional documents for verification for Make in India compliance, if any, and process it further accordingly.

9.7.2.3. The bidder should submit filled original signed Annexure -IV and Forms -I, II and III in sealed envelope (Envelope-B marked as "Make in India") in hard copy so as to reach before scheduled date & time of opening of technical bids. In case of non-submission of these documents till scheduled time and date, their bid shall be treated as Non-Make in India bid. It may be noted that opening of such envelopes marked

"Make in India" shall be done in respect of the Technically qualified bidders only and the same shall be opened after opening of Financial bids.

9.7.3. The cost involving services such as transportation, insurance, installation, commissioning, training and after sales service support like DLP & not developed any structural failure within its life cycle period of Five Years and the manufacturing company shall submit a confirmation certificate to meet this requirement. As applicable, cannot be claimed as local value addition for Class-I local supplier/Class-II local supplier under "Make in India" Policy.

9.7.4. False declarations will be a breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

9.7.5. Purchase preference to Class-I local supplier and verification of local content will be as per the latest order dated 16.09.2020 (Order No. P-45021/2/2017-PP(BE-II) and subsequent amendment P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021 (and revision thereof) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, Government of India).

9.8. JOINT VENTURE: With reference to Public Procurement (Preference to Make in India), Order 2017, Revision; regarding", dated 16th September, 2020 issued by Public Procurement Section, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry revision thereof, Para "Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in service and training them", the following conditions shall also be followed:

9.8.1. Consortium of firms should not comprise more than two firms.

9.8.2. Joint venture firm as a single unit or each member of consortium should have Permanent Account Number (PAN).

9.8.3. A detailed and valid agreement exists between the consortium members defining clearly role, responsibility and scope of work of each member along with nomination of leader for the purpose

of work under consideration, commensurate with their experiences and capabilities and a confirmation that the members of the consortium assume joint and several responsibilities. It shall be mandatory for lead partner to attend all progress review meetings and shall be answerable to all issues relating to the project.

9.8.4. The leader of the consortium of firm shall meet 80% of the Technical bid criteria as specified in Bid document and shall accept overall responsibilities of contractual obligations for the total scope of work during execution and up to defects liability period. Second partner of the consortium shall meet 40% of the Technical bid criteria.

9.9. Manufacture under license/technology collaboration agreements with phased indigenization: With reference to Para 9.7 - Manufacture under license / technology collaboration agreement with phased indigenization, Public Procurement (Preference to Make in India), Order 2017, Revision; regarding", dated 16th September, 2020 issued by Public Procurement Section, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry- In case of participation under technology collaboration agreement/transfer of technology agreement for indigenous manufacture of the item, following additional documents/details shall be submitted. The conditions as mentioned in Para 9.8 - Joint Ventures shall not be compulsory, if bidder participates under this clause.

i. Self-attested copy of Technology collaboration agreement / transfer of technology agreement.

ii. Self-attested copy of certificate for intellectual property rights held by foreign manufacturer.

iii. Name and address, contact numbers, email-ids.

iv. In case of participation under Para 9.9 above, the bidder may use the experience of its OEM, who is transferring the technology, to meet the experience criteria required under para 9.2.

10. POST BID QUALIFICATION FOR TECHNICAL EVALUATION: Apart from the eligibility conditions as specified in the bid document, the following shall also be considered for the evaluation:

10.1. 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 suitability & compliance to Technical specification of required Three-Seater Airport terminal Chairs, manufactured by them.

10.2. If any document submitted in 'Technical Bid' is found to be false, EMD shall be forfeited, besides

black listing of the bidder.

10.3. Airports Authority of India reserves the right to reject any or all bids, without assigning any reasons therefor, and to call for any other details or information from any of the bidder.

#### 11. TECHNICAL BID SUBMISSION:

The following documents shall be submitted by bidder for Technical Bid evaluation:

##### 11.1. Physical Documents:

11.1.1. The following physical documents shall be submitted in Envelope-A titled "EMD/Unconditional acceptance":

Sl.

No. ATC

Para Eligibility Criteria Documents required to be submitted in Hard Copy

1

4

Earnest Money Deposit Original Demand Draft / Bank Guarantee as per Annexure- VII.

OR

if exemption claimed as per Clause 18 of ATC document, relevant certificate and supporting documents to be submitted.

2 9.6.1 Unconditional Letter of Acceptance. Original Signed Annexure-I (a).

3

9.6.2 Proforma for Undertaking that the bidder has not been blacklisted or any case is pending against the bidder.

Original Signed Annexure-I (b).

11.1.2. The following physical documents shall be submitted in Envelope-B titled "Make in India":

Sl.

No. ATC

Para Eligibility Criteria Documents required to be submitted in Hard Copy

1 9.1.4 Class-I Local Supplier or Class-II Local Supplier Original Signed Annexure - IV & Form-I, Form-II & Form-III

11.1.3. Both the above Envelopes containing Physical documents shall reach the below address before technical bid submission end date & time:

Airport Director Civil Airport, Jammu

Airports Authority of India Jammu-180003

Any Delay in submission of documents on account of postal /courier services shall not be entertained.

11.1.4. The Envelope-A titled "EMD/ Unconditional acceptance" containing Physical documents shall be opened initially by authorised representatives of AAI. In case any of the required documents is found missing, the corresponding GeM Bid of the Bidder will be rejected outright. GeM Bids of only those Bidders will be scrutinized for provisional qualification who have submitted the required Physical documents as per Clause 11.1.1 above.

11.1.5. The Envelope-B titled "Make in India" of only technically qualified bidders shall be opened, after opening of their Financial bids. If verification of Make in India Policy is found invalidated, then such bids will also be deemed as disqualified and their bids will be rejected.

11.2. Scanned Documents: Documents submitted by the Bidders online through GeM portal shall be legible and clearly readable. The following scanned documents shall be submitted by bidder online on GeM Bid for Technical Evaluation:

Sl.

No. ATC

Para Eligibility Criteria Documents required to be uploaded

1 9.6.1 Unconditional Letter of Acceptance. Scanned Copy of Annexure-I (a).

2

9.6.2 Proforma for Undertaking that the bidder has not been blacklisted or any case is pending against the bidder.

Scanned Copy of Annexure-I (b).

3 9.6.5 GST undertaking Scanned Copy of Annexure-II

4

9.6.7 Compliance to AAI Technical Specification as mentioned in Section-A of ATC Document III along with offered product leaflet/

brochure/ catalogue/ etc. Scanned Copy of Annexure-III along with offered product leaflet/ brochure/ catalogue/ etc.

5

9.6.8 Certificate of Conformity of the offered

product, i.e., Three-Seater Airport Terminal Chairs, to BIFMA X 5.4 STANDARD BIFMA X 5.4 STANDARD certificates for the

offered product category to be submitted by the bidder

6 9.7 For the bidders participating under "Make in India Policy". Self-attested Scanned Copy of undertaking as per Annexure-IV

7

6.3 Request Letter Proforma for Inclusion of Unique Identifier Code of AAI while transmitting BG Cover messages where beneficiary bank is ICICI Bank

Scanned copy as per Annexure-VI.

8

4

Earnest Money Deposit Scanned copy of Demand Draft / Self-attested scanned copy of BG as per Annexure- VII to be uploaded. If EMD submitted in the form of BG, scanned copy of

Annexure-VIII to be uploaded.

9

9.1.3 Self-attested copy of registration certificate of the bidder with Competent Authority, if applicable, as per Make in India Policy of Govt. Self-attested copy of registration certificate of the bidder with Competent Authority, if

applicable & Self-attested Scanned copy of Annexure- IX

10

9.2.3 In case of Indian Subsidiary Company, documentary evidence to prove that Indian company/Firm is indeed a 100% subsidiary or branch of a foreign company

Self-attested Scanned copies of the documents as per Annexure-X

11 9.6.3 Power of Attorney (POA), if applicable. Scanned Copy of Power of Attorney as per Annexure-XI

12 9.6.4 NIL deviation declaration from laid down requirements in bid document Declaration as per Annexure- XII to be uploaded.

13

9.6.6 NIL deviation declaration from laid down requirements in Technical Specification as mentioned in Section-A Declaration as per Annexure- XIII to be uploaded.

14

9.1.1 Valid Certificate of Incorporation for Public / Private Limited Company / firm issued by Appropriate Authority. Registered partnership deed in case of Partnership

firm/ GST certificate in case of proprietary firm.

Self-attested scanned Copy of the documents

15 9.1.2 Declaration of being an Original Equipment Manufacturer (OEM), if applicable. Self-attested letter from authorized signatory to be uploaded.

16 9.1.5

&

Valid GST and Permanent Account Number (PAN) (for Indian bidders and Foreign registered firm having Permanent Establishment in India).

Self-attested Scanned copy of GST and Permanent Account Number (PAN).

9.1.6

17 9.2.1

& 9.2.2

Documents for Experience Self-attested Scanned copies of the documents.

18

9.2.5

Proof of satisfactory Performance Self-attested Scanned copies of Satisfactory Performance Certificate from at least one end user.

19

9.3

Document for Financial Turnover Self-attested Scanned copies of the balance sheet along with Profit & Loss Account of the bidder for the last three financial years.

Indian Bidders should submit UDIN generated documents as per clause 9.3.3.

20 9.4 Documents for Resources. Self-certification on company's letter head.

21 9.5 Documents for Annual Production Capacity Self-certification on company's letter head.

22 9.8 For the bidders participating as Joint Venture Copy of detailed and valid agreement and other relevant document as per clause 9.8

23

## 9.9 Manufacture under license/technology

collaboration agreements with phased indigenization; Self-attested Scanned copies of the documents as per Clause 9.9.

24

18 Any concession/ exemption under registration with NSIC/MSME OR Seeking Benefit under Start-up Policy OR Purchase Preference to Central Public Sector

Undertaking in relevant field.

Self-attested scanned copies of the documents.

25 - Check List Self-attested scanned copy of check list to be submitted as per Annexure-XIV

Note:

i. Bidders not submitting required Physical documents in Envelope-A (EMD/ Unconditional Acceptance) and Envelope-B (Make in India) as mentioned in Clause 11.1.1 & 11.1.2 respectively, shall be liable for rejection.

ii. MSME/NSIC bidders shall upload copy of their valid Registration Certificate for the purpose of verifying their claim for exemption of EMD. Bidders may be asked 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.

iii. Bids 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, the translated English version duly notarized by Indian Notary.

b) For Foreign languages, the translated English version shall be duly certified by the Indian Embassy situated in the country of the bidder. The bid is liable for rejection/cancellation, if information provided is found to be false at any stage. Besides this, EMD and Performance Bank Guarantee is liable to be forfeited and the bidder is liable to be debarred

/ blacklisted.

c) All supporting documents submitted with the bid should be self-certified & stamped by the firm and serially numbered.

d) The translated version self-certified by the bidder shall be admissible in case the translated version, as per above is not submitted by the bidder due to the paucity of time. However, translated version as per above, shall be submitted by the bidder as early as possible and in case of non-compliance, bids of the bidder who has not fulfilled the above requirement is liable to be rejected.

12. FINANCIAL BID SUBMISSION: The Financial Bids shall be submitted by the Bidders as per existing GeM guidelines for GeM Bids.

## 13. OPENING & EVALUATION OF TECHNICAL BIDS:

13.1. Opening of Physical Documents in Envelope-A of Technical Bid: Physical Documents submitted by Bidders in Envelope-A (EMD/Unconditional acceptance) consisting documents as per Clause 11.1.1 above, shall be opened initially by authorised representatives of AAI. In case any of the required documents is found missing, the corresponding GeM Bid of the Bidder will be rejected outright. GeM Bids of only those Bidders will be scrutinized for provisional qualification who have submitted the required Physical documents as per Clause 11.1.1 above. The Envelope containing Physical documents must reach on or before the Technical Bid opening Date & time.

### 13.2. Opening of GeM Technical Bid:

13.2.1. Documents submitted by the Bidders in GeM Technical Bid shall be opened as per schedule. AAI shall evaluate the bids to determine whether they are complete, and the bids are in order.

13.2.2. The objective of the Technical Bid Evaluation is to select bidders who can provide the desired service with maximum efficiency and quality and meeting the Technical Specifications defined in Section-A.

13.2.3. 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.

13.2.4. Bids received and accepted shall be evaluated by AAI to ascertain the complete scope contained in the bid document.

13.2.5. Bids meeting Technical bid criteria as specified herein shall be checked for MII compliance as per documents submitted by the bidders in Envelope-B.

13.2.6. To shortlist technically qualified bidders, the Technical Bids shall be scrutinized by AAI to ensure whether the same are in conformity to Technical specifications and terms & conditions as per bid document. Bidders shall provide complete information to substantiate compliance of the technical specification listed in the bid document. In case of incomplete compliance statement or inadequate information, bids 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.

13.2.7. AAI may seek clarification on technical details or any other information deemed necessary. Such queries raised on-line through GeM and 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.

13.2.8. At no cost to AAI, as a part of Technical Evaluation, bidders participating in this bid may be required to demonstrate operational and technical requirements or specifications, at a location considered fit by bidder in consultation with AAI.

13.2.9. 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 Three-S eater Airport Terminal Chairs.

13.2.10. If any document submitted in 'Technical Bid' is found to be false or fabricated, EMD shall be forfeited, besides black listing of the bidder.

13.2.11. Airports Authority of India reserves the right to reject any or all bids, without assigning any reason thereof, and to call for any other details or information from any of the bidder.

13.2.12. In case of non-compliance to the Technical Specifications as per Section-A of this ATC by the bidder, AAI holds the right to terminate the contract without any prejudice manner and forfeit the EMD, Performance Bank Guarantee, besides blacklisting/debarment of the firm.

14. CLARIFICATION ON BIDS/SHORTFALL DOCUMENTS: During the preliminary examination, some minor informality and / or irregularity and/ or non-conformity / shortfall documents / non-submission of documents may be found in some bids. Such minor issues could be missing pages / attachment or illegibility in a submitted document, non-submission of required number of copies of a document. There have also been cases where the bidder submitted the amendment Bank Guarantee but omitted to submit the main portion of Bid Document. Such "minor" issues may be waived provided the same does not constitute any material deviation and financial impact. Wherever necessary, observations on "minor" issues (as mentioned above) may be conveyed by GeM Portal. During evaluation and comparison of bids, AAI may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given via GeM Portal asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his bid will be liable to be rejected. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents shall be sought only in case of historical documents which pre-existed at the time of the bid opening and which have not undergone change since then. These shall be called only on the basis of the recommendations of the Competent Authority. (Example: if the Permanent Account Number, registration with sales GST has been asked to be submitted and the bidder has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the bids, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.

15. Opening of Physical Documents in Envelope-B of Technical Bid: Physical documents submitted by Bidders in Envelope-B (Make in India) as per Clause 11.1.2 above, shall be opened in respect of the technically qualified bidders only, after opening of their Financial Bids. If upon verification, compliance of Make in India Policy is found invalidated, then such bids will also be deemed as disqualified and their bids will also be rejected.

## 16. OPENING & EVALUATION OF FINANCIAL BIDS:

16.1. Opening of Financial Bid: Financial Bids of only those bidders who qualify in Technical bid evaluation & complying Make in India Policy as mentioned in Clause 9.7 above, shall be opened by AAI on GeM Portal.

16.2. Evaluation of Financial (Price) Bid: The bids shall be compared on the basis of overall lowest (L-1) price quoted by the Bidders.

## 17. AWARD OF CONTRACT:

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

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

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

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

18.1. 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.

18.2. 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).

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

## 19. REJECTION OF BIDS:

19.1. 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 bid document. AAI shall not pay any cost incurred in the preparation and submission of any bid or any cost incidental to it.

19.2. Bids, 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. If the bidder gives wrong information in his bid, AAI reserves the right to reject such bids at any stage or to cancel the Contract, if awarded, the Performance Bank Guarantee will be forfeited.

19.3. The information contained in the bid document shall be comprehensive and to the point. The bids containing information other than sought, with a motive to confuse or delay the finalization process are likely to be rejected.

19.4. Canvassing in any form in connection with the bids is strictly prohibited, and the bids submitted by the Contractors who resort to Canvassing are liable for rejection.

19.5. Should a bidder have a relation or relations employed in the capacity of an officer in AAI, the authority inviting bids shall be informed of the fact along with the offer, failing which AAI, at its sole discretion shall reject the bid or cancel the contract and forfeit the Earnest Money Deposit/ Performance Bank Guarantee.

19.6. 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.

19.7. 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.

20. 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 AAI shall take the following action:

on:

i. Forfeit the EMD and Performance Bank Guarantee submitted by the bidder.

ii. The bidder shall be liable, for debarment from the tendering in AAI, apart from any other appropriate contractual / legal action.

21. 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 bids shall be forfeited absolutely.

22. Address for Correspondence and submission of Physical documents: Submission of required Physical documents as per bid conditions shall be done to the following address:

Airport Director Civil Airport, Jammu

Airports Authority of India Jammu-180003

23. Authority of Person signing the Contract on behalf of the Contractor: A person signing the tender or any other documents in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the purchaser may, without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of purchase of the equipment at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

24. Address of the Parties and Notices and Communications:

24.1. 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.

24.2. 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.

25. Sufficiency of Tender: The contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid 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.

26. Signing of Contract: The successful bidder / contractor, on acceptance of his bid by the Accepting Authority, shall, within 10 days from the date of issue of purchase order sign the contract consisting of the Bid document and all other documents including drawings, if any, forming the Gem Bid, as issued at the time of invitation of bids and acceptance thereof with any correspondence leading thereto. The format of Agreement shall be shared with the successful L-1 Bidder during award of contract. No payment for the work done will be made unless contract in form of agreement is signed by the contractor.

27. Change in Quantity & variation in prices:

27.1. AAI may change the quantity or part thereof to be supplied by  $\pm 30\%$  of the Tendered quantity (measurable) but within the overall deviation limit of 30% of the contract value during currency of the contract/ a period of 12 months from the date of issue of Supply Order at the same rate and terms & conditions.

27.2. AAI may purchase extra items, substitute items as per site requirements up to overall limit of 30% of the contract value.

27.3. Prices quoted shall remain firm & fixed and no escalation due to any reason other than statutory vari

ation will be allowed during the currency of the contract.

#### 28. TERMS OF PAYMENT:

28.1. 100% of Cost (inclusive of all charges and taxes as per Contract) after deduction of amount if any applicable as per terms & conditions of this bid document for supply, installation and commissioning of items against proof of dispatch and submission of following documents:

28.1.1. Original invoice + two Copies

28.1.2. Itemized Packing List + two copies

28.1.3. Certificate of Factory Acceptance Test (if done by AAI)

28.1.4. Proof of Dispatch

28.1.5. Site acceptance / put to use certificate issued by User of goods received at respective Airport in good condition (without any damage).

28.2. Payment would be released after adjusting any dues / withholdings / recoveries towards liquidated damages / compensation for delay, if any which the firm might have rendered them liable as per provision of contract.

28.3. Recoveries as applicable shall be made in case of deliveries of wrong equipment in place of the equipment as per the dispatch instructions, including all applicable duties and taxes. In the event of rejection of non-conforming goods, the contractor shall be allowed to replace the non-conformities within the specified time. If the contractor fails to do so within the specified time, the AAI shall have the right to invoke the Performance Bank Guarantee.

28.4. The Paying Authority shall be General Manager (Finance) / Jt.GM / DGM (Finance), Airports Authority of India, RHQ-NR or Jt. GM / DGM / AGM / SM (Finance) of Airports as the case may be.

29. Mode of Dispatch: The seller shall consign the goods as per instructions of Purchasing Authority. The goods thereafter should be dispatched to the addresses specified in the supply order in proper condition and fully insured.

#### 30. COMPENSATION FOR DELAY:

30.1. 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.

30.2. LD Clause: A sum equivalent to 0.5 (half) per cent per week for the price of uncompleted portion / activity of contract cost executed / completed beyond delivery & commissioning schedule (As defined in Clause 45 of ATC) shall be recovered as liquidated damages. The total liquidated damages shall not exceed 10 (Ten) per cent of the value of delayed goods. The liquidated damages shall be calculated on the base cost without the Govt. taxes and duties. GST, as applicable shall be recovered in addition to the LD.

30.3. 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.

31. 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: -

31.1. 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.

31.2. 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 30.2.

32. 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. 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 dedu

ct 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.

### 33. FORCE MAJEURE CLAUSE:

33.1. 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.

33.2. 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.

33.3. 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:

33.3.1. 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.

33.3.2. 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.

33.3.3. Contractor proves that the said conditions have actually interfered with the carrying out of the Contract.

33.3.4. Contractor proves that the delay occurred is not due to his own action or lack of action.

33.3.5. 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.

33.3.6. The Contractor shall use all reasonable endeavors, 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 endeavors during or following any such event of Force Majeure.

33.3.7. 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.

33.3.8. 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.

### 34. TERMINATION OF CONTRACT AT AAI'S INITIATIVE:

34.1. 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 his decision to do so.

34.2. 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 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.

### 35. DISPUTE RESOLUTION:

35.1. 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 part

y to the other party shall in the first instance be attempted to be resolved amicably between the parties.

35.2. To avoid escalation in time, cost and unpleasantness resulting from disputes or differences, AAI provides AAI Mediation Policy, 2022 & Empanelment of Arbitrator & Mediators as per AAI Technical Instruction No. 107 dated: 4th November 2022.

35.3. When the disputes could not be resolved through the Dispute Resolution Committee, the Arbitration clause may be invoked.

35.4. The Contractor shall be entitled for invoking the arbitration clause only after exhausting the remedy available under the Dispute Resolution Mechanism.

35.5. If the parties fail to reach a resolution as above, either party shall be able to start arbitration proceedings under the Indian Arbitration and Conciliation Act, 1996 and Changes and amendments to the Act in 2015 after following the due procedure. The venue of Arbitration shall be Jammu, Jammu and Kashmir, India. The arbitration award shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

35.6. Dispute Resolution Mechanism and Arbitration:

35.6.1. Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instruction here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

35.6.2. If the contractor considers any work demanded of him to be outside the requirement of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed such party shall promptly within 15 days of the arising of the disputes request the Regional Executive Director, Northern Region/Member (Ops.) /Chairman, AAI as the case may be, who shall refer the dispute to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any, in respect of each such disputes. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for written response, and give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from the Regional Executive Director, Northern Region/Member (Ops.)

/Chairman, AAI. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate / legal counsel etc.

35.6.3. If the Dispute Redressal Committee (DRC) fails to give its decision within aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Regional Executive Director, Northern Region /Member (Ops.) /Chairman, AAI as the case may be for appointment of Arbitrator intimation to the other party.

35.6.4. It is also a term of contract and each party invoking Arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking Arbitration.

36. DEFECT AND JURISDICTION OF CONTRACT:

36.1. The contract shall be considered as having come into force from the date of issue of letter of award of the contract by AAI.

36.2. The law applicable to this contract shall be the law enforceable in India. The Honorable Courts of Jammu & Kashmir shall have exclusive jurisdiction in all matters arising under this contract.

37. 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.

38. TESTING AND INSPECTION OF THREE-SEATER AIRPORT TERMINAL CHAIRS:

38.1. Advance sample: Upon placement of Purchase Order to Successful Bidder, AAI may ask such Bidder to provide advance sample of the offered product for assessing its compliance with Technical specification as per bid document, prior to bulk production. In such case, Bidder shall provide 01 No. sample to AAI with in 10 days of written intimation in this regard. Cost of providing such advance sample at the location notified by AAI, shall be borne by the bidder.

38.2. Factory Acceptance Test (FAT)/Pre-dispatch Inspection: Inspection team will inspect the ordered item offered for inspection as per requirement of Inspecting Authority in India.

38.3. Facilities for Test and Examination: The contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the technical specifications attached to this bid document. The Inspector/Purchaser shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection or work on any part thereof or any material at his premises or at any other place specified by the Inspector/Purchaser and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Inspector a similar right.

38.4. Cost of Inspection: The contractor shall provide, without any extra charge, product sample, all materials, tools, labour and assistance of every kind which the Inspector/Purchaser may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. In case of inspection by Airports Authority of India appointed officers, the cost of traveling, 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 for the same lot or part thereof due to failure during first inspection, then all expenditures towards third party inspection or all expenditure including traveling, boarding & lodging of AAI inspecting officer(s) for the repeat inspection will be to the account of contractor. If the contractor fails to comply with the conditions aforesaid, the Inspector/ Purchaser shall, in his sole, judgment be entitled to remove for test and examination all or any of the equipment manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the contractor shall bear the cost of transport and for carrying out such tests elsewhere. A certificate in writing of the Inspector/Purchaser that the contractor has failed to provide the facilities and the means, for test, inspection and examination shall be evidence of such failure.

38.5. Delivery of Stores for Test: The contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspector/Purchaser may specify such equipment as he may require.

38.6. Method of Testing: The Inspector shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

38.7. Inspector's Authority to certify performance: The Inspector shall have the power:

38.7.1. Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.

38.7.2. To reject any equipment or parts submitted as not being in accordance with the specification;

38.7.3. To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and

38.7.4. To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

38.8. TESTING AND INSPECTION OF AIRPORT TERMINAL CHAIRS BUILT IN LOTS /COMPONENTS: Inspection / testing of material: The authorized representative of AAI as deputed by Competent Authority, Airports Authority of India (AAI), shall inspect the entire lot at the premises of the supplier and pick up sample (s) on random basis from the entire lot offered for inspection. The selected random sample(s), shall be tested as per the technical specifications provided in this bid document.

38.9. The sample size and acceptance number will be as follows:

S. No. Lot size Total quantity of random samples Acceptance of Quantity of random samples

From To

The firm shall offer total quantity of Three-Seater Airport Terminal Chairs for FAT/ Pre-Dispatch Inspection in 02 (Two) Lots (maximum).

38.10. METHOD OF TESTING: AAI has right to get the sample tested from any of the US or EN Accredited/ NABL approved / Govt. owned / Govt. approved laboratory. Charges for laboratory testing of random sample from the lot offered by the supplier will be borne by the supplier as per actuals. The representative of AAI shall have the right to put all the equipment and the materials forming part of the same or any part thereof to such test as it thinks fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted.

38.11. The authorized representative of AAI as deputed by Competent Authority, after being satisfied shall confirm to the supplier of approval of the material. The material shall be dispatched by the supplier, only after receipt of clearance certificate from Airports Authority of India (AAI).

39. CONSEQUENCE OF REJECTION: If equipment or its part thereof, being rejected by the Inspector or purchaser, the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the AAI shall be at liberty to:

39.1. Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or

39.2. Purchase/execute or authorize the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the AAI which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or

39.3. Cancel the contract and purchase/execute or authorize the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the AAI, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (b) above or this clause the provision of delivery clause applies as far as applicable.

39.4. Inspector's decision as to rejection final: The Inspector's decision as regards the rejection shall be final and binding on the contractor.

#### 40. INSPECTION / TESTING AND INSPECTION CERTIFICATE:

40.1. The AAI or his authorized representative shall carry out pre-dispatch inspection at the factory premises of the contractor.

40.2. The contractor shall give 15 days' written notice of any equipment being ready for inspection/testing. Such inspection/tests shall be to the contractor's account except for the expenses by the Inspector.

40.3. The Inspector shall within 15 days from the date of inspection give notice in writing to the contractor of any objection to any equipment and workmanship, which in his opinion is not in accordance with the contract. The contractor shall give due consideration to such objections and shall either make the modification that may be necessary to meet the said objections or shall confirm in writing to Inspector that no modifications are necessary to comply with the contract.

40.4. When the FAT/Pre-Dispatch has been completed at contractor(s) work the Inspector shall issue a certificate to this effect within 15 days after completion on inspection/test. But if the tests are not witnessed by the Inspector, the certificate shall be issued within 15 days of the receipt of contractor's test certificate by the Inspector. Failure of the Inspector to issue such certificate shall not prevent the contractor from proceeding with the works.

40.5. Inspection by Inspector and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the contractor.

40.6. Notification of result of inspection: Unless otherwise provided in the specification or schedule, the examination of the equipment or parts will be made as soon as practicable after the same have been submitted for inspection, and the result of the examinations will be notified to the contractor.

41. REMOVAL OF REJECTIONS: Any equipment or parts for inspection at a place other than the premises of the contractor and rejected shall be removed by the contractor subject as herein after provided within four

teen days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the contractor at the time when such letter would be in the course of ordinary post reach the contractor. It shall be competent for the Inspector to call upon the contractor to remove what he considers to be dangerous, infected or perishable equipment or parts within 48 hours of their receipt of such intimation.

41.1. Such rejected equipment or parts shall under all circumstances lie at the risk of the contractor from the moment of such rejection and if such equipment or parts are not removed by the contractor within the period aforementioned, the Inspector may either return the same to the contractor at his and by such mode of transport as the Purchaser or Inspector may select, or dispose of such equipment or parts at the contractor's risk on his account and retain such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The AAI shall also be entitled to recover handling and storage charges for the period during which the rejected equipment or parts are not removed.

41.2. Rejection of Defective Equipment: If the completed equipment/work, or any portion thereof, before it is taken over hereof be defective or fails to fulfil the requirements of the contract, the Inspector shall give the contractor notice setting forth, in details, of such defects or failure and the contractor shall forthwith make the defective equipment/good or alter the same to make it comply with the

requirements of the contract. Should he fail to do so within a reasonable time the AAI may reject and replace at the cost of the Contractor, the whole or any portion of the equipment/work, as the case may be, which is defective or fails to fulfil the requirements of the contract. Such replacement shall be carried out by the AAI within reasonable time and at a reasonable price and where reasonably possible to the same particulars and under competitive conditions. The contractor's full and extreme liability under this clause shall be satisfied by the payment to the AAI, of the extra cost, if any of such replacement, delivered and/or executed as provided for in the original contract, such extra cost being the ascertained difference between the price paid by the AAI under the provisions above mentioned, for such replacement and the contract price for the equipment/work so replaced/rectified and the repayment of any sum paid by the AAI to the contractor in respect of such defective equipment/works should the AAI not so replace the rejected plant within a reasonable time, the contractor's full and extreme liability under this clause shall be satisfied by the repayment of all moneys paid by the AAI to him in respect of such equipment/work.

41.3. Replacement/Rectification of Defective Equipment: 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 equipment 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 work or equipment 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.

41.4. Legation to carryout inspections: The contractor shall also satisfy the Inspector that adequate provisions have been made (a) to carry out his instructions fully and with promptitude; (b) to ensure that parts required to be inspected before use are not used before inspection; (c) to prevent rejected parts being used in work. Where parts rejected by the Inspector have been rectified or altered, such parts shall be segregated for separate inspection, and approval before being used in the work.

41.5. Inspection Notes: On the equipment or parts being found acceptable by the Inspector he shall furnish the contractor with necessary copies of Inspection Notes duly completed for being attached to the contractor's bill in support thereof.

42 INDEMNITY: The contractor shall indemnify purchaser against any claims or for payment of any royalty, license fee or any other expenses in respect of or for making use of patents or designs or labour disputes/claims with respect of which he according to the terms of the contract, is to be treated as an agent of the Purchaser for the purpose of making use of the patent or trade mark for fulfilment of the contract.

43. INSOLVENCY AND BREACH OF CONTRACT: 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:

43.1. 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;

43.2. 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.

44. 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.

45. DELIVERY PERIOD: Total time allowed for completion of supply of Three-Seater Airport Terminal Chairs for entire quantity of the contract excluding the time taken by AAI if any which includes time taken by AAI in approval of documents as stipulated in bid document, for carrying out Pre-dispatch inspection/ FAT and issuance of FAT clearance certificate & dispatch instruction, is 45 days (Forty-five days) which shall be reckoned from the date of issue of Purchase Order.

45.1. Delivery of entire quantity of Three-Seater Airport Terminal Chairs shall be required at Jammu Airport.

45.2. The firm shall offer total quantity of Three-Seater Airport Terminal Chairs for FAT/Pre-Dispatch inspection in 02 (Two) Lots (maximum).

45.3. Pre-dispatch inspection shall be carried out by inspection team of Airport Authority of India. Dispatch instruction of the Three-Seater Airport Terminal Chairs shall be given by AAI inspection team based on the inspection, if it is found in compliance with AAI technical specifications and performance parameters.

45.4. The Successful bidder shall be solely responsible to ensure the following:

45.4.1. Sound packing of their items.

45.4.2. Transport of the items so as to reach Jammu Airport by the due date as specified in the contract.

45.4.3. Transit insurance of each Three-Seater Airport Terminal Chair for transportation.

45.4.4. Receipt of items at site in good condition and handing over to Airport Director or his authorized representative of Jammu airport.

45.4.5. Repairs/replacement of the items during the Guarantee/Warranty and defect liability period.

46. Tentative Jammu Airports/ Base Station: The delivery of Three-Seater Airport Terminal Chairs will be made to Jammu Airport.

47. Guarantee/Warranty Period (Defect Liability Period):

47.1. One-point Guarantee/Warranty shall be extended by the contractor for all equipment/ appliances, components, subassemblies etc. supplied with the Three-Seater Airport Terminal Chairs as per AAI Technical Specification provided in Section-A of ATC.

47.2. The contractor shall Guarantee/Warranty that all items/equipment shall be free from any defect due to the defective materials and bad workmanship and that the items shall perform satisfactorily and that the performance and efficiencies of the item shall be not less than the guarantee values. The Guarantee/Warranty shall be 01 year DLP and the manufacturing company shall submit a confirmation certificate that the chair shall not develop any structural failure within its life cycle period of 05 years from the date of commissioning/put to use certificate issued by the Airport Director or his authorized representative in respect of each item at respective Jammu airport. Part found defective during Guarantee/Warranty period shall be replaced/ rectified by the contractor without any charges whatsoever. The services of the contractor's personnel, if requisitioned during this period, for such work, shall be made available free of any cost to the Authority.

47.3. If the defects are not remedied within a period of 07 days the Authority shall proceed to do so at the contractor's risk and expense without prejudice to any other right as well as the guarantee period of the equipment shall be extended as deemed fit.

47.4. The contractor shall furnish the following guarantees: -

"We warrant that everything supplied by us including all components fitted into the ordered item, i.e., Three-Seater Airport Terminal Chairs, manufactured by others also, shall be in all respect free from all defects and results in material, workmanship and manufacture and shall be of the highest grade and quality up to acceptable standards for all materials of the type ordered and shall be in full conformity with all the specific

cations, drawings or samples if any, and we shall be fully responsible for its efficient performance. This guarantee shall survive inspection for acceptance, and payment for the item, but shall expire (except in respect of the complaints notified to us) 12 months for the said items exclusively from the date of issue of certificate of commissioning/ put to use of ordered item at respective Jammu Airport by the Airport Director or his authorized representative. The complaints, if any, with respect to any defect as to materials, workmanship, manufacture, or performance of any of the item or any part or parts thereof shall be notified by the AAI in writing.

47.5. The contractor shall replace such of these parts which require replacement under these conditions free of costs, charges and expenses to the purchaser. In addition, the contractor shall be responsible for a period of 12 months for Three-Seater Airport Terminal Chairs exclusively from the date of issue of certificate of commissioning/put to use of referred items at Jammu Airport by the Airport Director or his authorized representative, for any defect that may develop or appear under the conditions provided for by the contract or use thereof arising from faulty material design or workmanship in the equipment or any part thereof or faulty equipment of the contractor but not otherwise and shall remedy such defects at his own cost, charges and expenses when called upon to do so by the AAI who shall state in writing in what respect the portion is faulty.

47.6. Any faulty components replaced or renewed under the clause shall also be guaranteed for a period of 12 months from the date of such replacements or removal or until the end of the above-mentioned period whichever is later. If any defect is not rectified within the said period as notified above, AAI may proceed to do the work at contractor's risk, acceptance and without prejudice to any other rights which the AAI may have on the contractor in respect of such character as may affect the replacement or renewals of such defects. Further, if the replacement or renewals are of such character which may affect the efficiency of the Three-Seater Airport Terminal Chairs, AAI shall have the right to give the contractor within one month from such replacement or renewal, notice in writing for appropriate test to be carried out and should such test show to the satisfaction of the AAI that the equipment sustains the guarantee given in the contract, the cost of such test shall be borne by the AAI, should the guarantee be not sustained the cost of the test will be borne by the contractor.

47.7. All inspection, replacement, or rectifications carried out by the contractor during the Guarantee/warranty Period shall be at the cost, charges and expenses of the contractor subject to the same conditions as in the contract.

47.8. The contractor during the Guarantee/Warranty period shall furnish all labour, tools, test apparatus, transportation, materials, spare-parts, consumables and other necessities as required to carry out planned routine maintenance, periodic maintenance, preventive maintenance, corrective maintenance, break down maintenance etc. as required for smooth functioning of the system.

48. TAKING OVER: The Airport Director or his authorized representative shall carry out physical/visual verification and accept the material if there is no physical damage. The Airport Director or his authorized representative shall not delay the issue of any taking over certificate contemplated by this clause on account of minor defects in the supply which do not materially affect the use thereof provided that the contractor shall undertake to make good the same in due course.

#### SECTION-A

#### SPECIFICATION OF THREE-SEATER AIRPORT TERMINAL CHAIRS

##### S. No. Description

##### DIMENSION OF THREE-SEATER CHAIR

(a) Overall Length Minimum 1650mm

(b) Overall Height Minimum 785 mm

(c) Floor to seat Height (Front) Minimum 410mm

(d) Depth of the Seat Minimum 390mm

(e) Width of the seat Minimum 485mm

(f) Thickness of seat support area

and lumber support area Minimum 23 mm

##### 1. MAIN FRAME

The chair shall be on main frame of extruded aluminium of appropriate thickness and cross section so as to achieve the required strength and durability as per latest BIFMA X5.4 standard or EN12727 Level 4 and EN16139 Level 2 with powder coating of minimum 70 microns. The ends shall be aesthetically designed and plugged with end caps having suitable fixing arrangement.

## 2. SEAT & BACKREST

a. Seat: The seat shall be of integral type made from high density self-skinned integral PU foam coloured in the mass reinforced with outer steel frame of maximum 60 mm width with following options, and thickness so as to achieve the durability as per latest BIFMA X5.4 standard:

1. PU without inserts integrated in outer steel frame or
2. PU with inserts of wire mesh integrated in outer steel frame or
3. PU with steel strips integrated in outer steel frame or
4. PU with steel springs integrated in outer steel frame

The profile of the integral system should ensure comfortable sitting having ergonomic profile and thigh support. The seat should have slant towards backwards for comfort. The thickness, hardness and density of the PU moulded foam seat should guarantee satisfactory level of comfort for the user. The density should be minimum 300 Kg/ m<sup>3</sup>. The shore 'A' hardness should be between 45 to 85.

b. Backrest: The backrest shall be of integral type made from high density self-skinned PU foam coloured in the mass reinforced with outer steel frame of maximum 60 mm width with following options, and thickness so as to achieve the durability as per latest BIFMA X5.4 standard:

1. PU without inserts integrated in outer steel frame or
2. PU with inserts of wire mesh integrated in outer steel frame or
3. PU with steel strips integrated in outer steel frame or
4. PU with steel springs integrated in outer steel frame.

The profile of the integral system should ensure comfortable lumbar support. The back rest should have slant towards backwards for comfort. The thickness, hardness and density of the PU moulded foam seat should guarantee satisfactory level of comfort for the user. The density should be minimum 300 Kg/ m<sup>3</sup>. The shore 'A' hardness should be between 45 to 85.

c. Seat and Backrest may either be one single unit or separate seat and back in two separate units. The seat and backrest should comply with the fire-retardant norms BS 5852, Crib 5 test method or EN 1021:1, EN 1021:2.

d. Seat and backrest shall be fixed on the main frame conveniently ensuring screws, nuts and bolts are not directly intruded in the PU of Seat and Back but fitted in metal parts.

## 3. BASE / LEGS

The frame support (Base / legs) shall be of high-pressure aluminium die cast. The base / legs shall be finished with powder coating of minimum 70 microns. The design of the base/legs shall ensure that the chair remains stable and it should have suitable anti-skid level adjusting shoes of soft grip at the bottom. The design of the base/ legs and its fixing shall be such that

it achieves the durability as per latest BIFMA X5.4 standard.

## 4. ARMREST

Four armrests made of high-pressure aluminium die cast shall be provided. The armrests should be finished with powder coating of minimum 70 microns. The armrest and its fixing shall be stable enough to achieve the durability as per latest BIFMA X5.4 standard.

## 5. ASSEMBLY

The base/ legs and seating shall be fixed on the main frame with conveniently fixed armrests in such a way that assembling/dismantling is easy and interchangeability of seats and armrests is possible. The assembly shall also be capable of providing side table. The chair shall not develop any structural failure within its life cycle period of Five years and the manufacturing company shall submit a confirmation certificate to m

meet this requirement. The assembly shall also ensure that all nuts, bolts and screws are concealed without protruding and maintains overall aesthetics. There should not be any sharp edges.

#### 6. STABILITY

The chair shall not get displaced due to frequent occupying and vacating of chair by passengers and should have minimum weight of 55 Kg.

#### 7. STANDARD

The offered model shall be conforming to latest international furniture standards BIFMA X5.4 or EN12727 Level 4 and EN16139 Level 2 having necessary test certificates issued by testing agency accredited by BIFMA/EN.

Note:

The standard colour of the chair's PU seat and back shall be black and that of frame, arms and legs shall be silver grey. However, AAI may also place the order for different colour (as available with contractor/mark et) of PU seat and back depending on the requirement of specific airport.

INDICATIVE DIAGRAM OF THREE-SEATER AIRPORT TERMINAL CHAIR:

**Note: PLEASE REFER BUYER UPLOADED ATC DOCUMENTS.PDF**

SIDE VIEW

Note: All dimensions are minimum in millimeter. Drawing not to scale and the design shown is only for indicating dimensions.

FRONT VIEW OF THREE-SEATER AIRPORT TERMINAL CHAIR

**Note: PLEASE REFER BUYER UPLOADED ATC DOCUMENTS.PDF**

Note: All dimensions are minimum in millimeter. Drawing not to scale and the design shown is only for indicating dimensions.

Annexure -1(a)

FORMAT FOR ACCEPTANCE LETTER

(On the letter head of the Firm)

[Scanned copy to be uploaded & original signed document in Envelope-A marked as

"EMD/Unconditional Acceptance" to be submitted to AAI]

To

Airport Director Civil Airport, Jammu

Airports Authority of India Jammu-180003

SUB: "Replacement of Three - seater passenger chairs and Passenger trollies at Civil Airport, Jammu. [SH: SITC of 192 Nos. of Three-Seater Chairs]"-ACCEPTANCE OF AAI'S BID CONDITIONS

Sir,

1. The bid document for the work "Replacement of Three - seater passenger chairs and Passenger trollies at Civil Airport, Jammu. [SH: SITC of 192 Nos. of Three-Seater Chairs]" have been issued to me by the Airports Authority of India (AAI) and I / we hereby certify that I / we have inspected the sites and read the entire terms and conditions of the bid document, 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 bid documents in its entirety for the above work.

3. The contents of the clauses of the bid documents have been noted wherein it is clarified that after unconditionally accepting the bid conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on quoted rates if any) in the bid, and the same has been followed in the present case. In case, provisions of the tender if found violated after opening Technical & financial bid, I/we agree that the bid shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money.

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 hereby submit the required EMD for the bid for the above-mentioned work in the form of Demand Draft/ Irrevocable Bank Guarantee.

6. I/ we hereby declare that myself or any of the Directors /Partners of this company / firm is not a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has no outstanding dues payable to the Authority.

Thanking you,

Sincerely yours,

(Signature of the Tenderer with Company's Seal

Annexure-1 (b)

PROFORMA FOR UNDERTAKING FOR BLACKLISTING

(On the letter head of the Firm)

Scanned copy to be uploaded & original signed document in Envelope-A marked as

"EMD/Unconditional Acceptance" to be submitted to AAI

To

Airport Director Civil Airport, Jammu

Airports Authority of India Jammu-180003

Name of work: "Replacement of Three - seater passenger chairs and Passenger trollies at Civil Airport, Jammu. [SH: SITC of 192 Nos. of Three-Seater Chairs"-Undertaking.

Sir,

In compliance with the bid requirement for the above-referred work, I/We

..... (name and post of authorized signatory) on behalf of ..... (Name of firm) do hereby 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 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.
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 bid document.
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 bid document, 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 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, termination of the contract etc. as deemed fit.

Dated:

Signature of the Authorized signatory Name:

Agency / Firm:

Telephone:

Fax:

E-mail: Stamp:

Annexure - II

GST Undertaking

[Scanned copy to be uploaded online in GeM Technical Bid]

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

Annexure-III COMPLIANCE TO AAI TECHNICAL SPECIFICATION OF THREE-SEATER AIRPORT TERMINAL CHAIRS

S.

No. Description Compliance to AAI Technical Specification (Yes/No)

DIMENSION OF THREE-SEATER CHAIR

(a) Overall Length Minimum 1650mm

(b) Overall Height Minimum 785 mm

(c) Floor to seat Height

(Front) Minimum 410mm

(d) Depth of the Seat Minimum 390mm

(e) Width of the seat Minimum 485mm

(f) Thickness of seat support area and lumbar support

area Minimum 23 mm

### 1. MAIN FRAME

The chair shall be on main frame of extruded aluminum of appropriate thickness and cross section so as to achieve the required strength and durability as per latest BIFMA X5.4 standard with powder coating of minimum 70 microns. The ends shall be aesthetically designed and

plugged with end caps having suitable fixing arrangement.

### 2. SEAT & BACKREST

a. Seat: The seat shall be of integral type made from high density self-skinned integral PU foam coloured in the mass reinforced with outer steel frame of maximum 60 mm width with following options, and thickness so as to achieve the durability as per latest BIFMA X5.4 standard:

1. PU without inserts integrated in outer steel frame or
  2. PU with inserts of wire mesh integrated in outer steel frame
- or
3. PU with steel strips integrated in outer steel frame or
  4. PU with steel springs integrated in outer steel frame

The profile of the integral system should ensure comfortable sitting having ergonomic profile and thigh support. The seat should have slant towards backwards for comfort. The thickness, hardness and density of the PU moulded foam seat should guarantee satisfactory level of comfort for the user. The density should be minimum 300 Kg/ m<sup>3</sup>. The shore 'A' hardness should be

between 45 to 85.

b. Backrest: The backrest shall be of integral type made from high

density self-skinned PU foam coloured in the mass reinforced with outer steel frame of maximum 60 mm width with following options, and thickness so as to achieve the durability as per latest BIFMA X5.4 standard:

1. PU without inserts integrated in outer steel frame or
  2. PU with inserts of wire mesh integrated in outer steel frame
- or
3. PU with steel strips integrated in outer steel frame or
  4. PU with steel springs integrated in outer steel frame.

The profile of the integral system should ensure comfortable lumbar support. The back rest should have slant towards backwards for comfort. The thickness, hardness and density of the PU moulded foam seat should guarantee satisfactory level of comfort for the user. The density should be minimum 300 Kg/

m<sup>3</sup>. The shore 'A' hardness should be between 45 to 85.

c. Seat and Backrest may either be one single unit or separate seat and back in two separate units. The seat and backrest should comply with the fire-retardant norms BS 5852, Crib 5 test

method or EN 1021:1, EN 1021:2.

d. Seat and backrest shall be fixed on the main frame conveniently ensuring screws, nuts and bolts are not directly intruded in the

PU of Seat and Back but fitted in metal parts.

### 3. BASE / LEGS

The frame support (Base / legs) shall be of high-pressure aluminium die cast. The base / legs shall be finished with powder coating of minimum 70 microns. The design of the base/legs shall ensure that the chair re

mains stable and it should have suitable anti-skid level adjusting shoes of soft grip at the bottom. The design of the base/ legs and its fixing shall be such that it

achieves the durability as per latest BIFMA X5.4 standard.

#### 4. ARMREST

Four armrests made of high-pressure aluminium die cast shall be provided. The armrests should be finished with powder coating of minimum 70 microns. The armrest and its fixing shall be stable enough to achieve the durability as per latest BIFMA X5.4

standard.

#### 5. ASSEMBLY

The base/ legs and seating shall be fixed on the main frame with conveniently fixed armrests in such a way that assembling/dismantling is easy and interchangeability of seats and armrests is possible. The assembly shall also be capable of providing side table. The chair shall not develop any structural failure within its life cycle period of Five years and the manufacturing company shall submit a confirmation certificate to meet this requirement. The assembly shall also ensure that all nuts, bolts and screws are concealed without protruding and maintains overall aesthetics. There should not be any sharp edges.

#### 6. STABILITY

The chair shall not get displaced due to frequent occupying and vacating of chair by passengers and should have minimum weight of 55 Kg.

#### 7. STANDARD

The offered model shall be conforming to latest international furniture standards BIFMA X5.4 having necessary test certificates issued by testing agency accredited by BIFMA/EN.

Note:

The standard colour of the chair's PU seat and back shall be black and that of frame, arms and legs shall be silver grey. However, AAI may also place the order for different colour (as available with contractor/market) of PU seat and back depending on the requirement

of specific airport.

Date: Signature of Bidder with seal

Annexure - IV

UNDERTAKING TO BE SUBMITTED BY AGENCY WHO WISH TO CLAIM PREFERENCE UNDER MAKE IN INDIA (MII) POLICY

(Scanned copy to be uploaded and original signed document to be submitted in sealed Envelope-B marked "Make In India" along with Form I, II&III before opening of Technical Bids, mentioning Bid ID on the envelope)

Name of the work  
Contractor/Firm Bid No.

Name of Contractor

I/we have applied for above tender for the work of

and hereby undertake that:

• I/we have gone through the "Make in India Policy" mentioned in the tender document and have understood the provisions available in the policy.

• We \_\_\_\_\_ (Name of the firm) \_\_\_\_\_ are participating in the tender as (Class-I Local Supplier/ Class- II Local Supplier as the case may be).

• The details of the location(s) at which local value addition is made is : \_\_\_\_\_

• I/We will submit the details as per Form-III i.e. calculation of actual local content in goods/services provided in Make in India policy available in tender document. This detail will match with the rates quoted in Financial bid. Failing which AAI shall have full rights to consider my/our bid as non-make in India bid and price preference as per the provisions of Make in India policy shall not be applicable even though the local content is more than 50%.

• I/we will submit filled and signed Forms-I, II& III in sealed envelope in original hard copy such that the documents will reach before scheduled date of opening of Technical bid or as directed by AAI. In case of non-submission of these documents till scheduled time and date, my/our bid shall be treated as non- Make in India bid.

Seal &Signature of the Contractor: Date:

Make of items/materials /accessories sourced from India

(To be submitted only in hard copy in sealed Envelope-B marked "Make In India")

FORM - "I"

S. No. Description of Accessories &  
Items Make of Accessories & Items  
Proposed

Date:

Signature of the Bidder with Company's Seal

FORM - "II"

Make of Imported items and accessories

(To be submitted only in hard copy in sealed Envelope-B marked "Make In India")

S. No. Description of Accessories &  
Items Make of Accessories & Items  
Proposed

Date:

Signature of the Bidder with Company's Seal

FORM - "III"

#### CALCULATION OF LOCAL CONTENT IN GOODS / SERVICES

(To be submitted only in hard copy in sealed Envelope-B marked "Make in India")

Sl. No Item Description Total Value of the Items procured (Foreign component after conversion into INR including custom duty + Domestic component excluding GST) Local Content in INR (i.e.

value addition done in India) Total Value of the local content in INR Total Value of the Item (in INR)

CIF Amount in INR

(Conversion rate at the time of submission of

Bid) Applicable custom duty on (P) in INR Foreign Component including custom duty in

INR Local content in INR Total Value of the Item procured in INR

(P) (Q) R=(P+Q) (S) T=(R+S) U

$$V = \sum S + \sum U$$

$$W = \sum T + \sum U$$

1

Amount in INR excl.

GST

2

3\*

4 Total amount (1+2+3+

..)  $\Sigma P = \Sigma Q = \Sigma R = \Sigma S = \Sigma T = \Sigma U =$

\*Extra rows may be added for providing details, if required, in the above table

\*\*Rate for single quantity of component/product to be provided in the above table.

\*\*\* All rates should be quoted excluding applicable GST, as the case may be.

Formulae for calculation of Percentage of local content =  $V/WX100 =$

Applicable GST % on total value of finished item =

Note: Total unit rate of the product as per above table (incl. GST) should match with Basic Unit rate of product incl. GST quoted by the bidder in GeM Financial bid.

Date:

Signature of Bidder with Company's Seal

Annexure - V

PROFORMA FOR PERFORMANCE BANK GUARANTEE (BANK GUARANTEE BOND) FOR SUPPLYINSTALLATION & COMMISSIONING OF 192 Nos. THREE-SEATER AIRPORT TERMINAL CHAIRS AT JAMMU AIRPORT

(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 co  
mpliance 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") h  
ereby 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 demure, 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 sh  
all 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 notwithstan  
ding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any cour  
t 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 co  
ntractor(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 f  
or the performance of the said agreement and that it shall continue to be enforceable till all the dues of AA  
I 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 bee  
n 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 perfo  
rmance 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 relieved from our liability by reason of an  
y such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omissi  
on 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 relievin  
g.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contract  
or(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.

8. This guarantee shall be valid up to (Guarantee/Warranty Period + 90 Days) unless extended on  
demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricte  
d

to Rs (Rupees... only) or the extended date of expiry of

this guarantee all our liabilities under this guarantee shall stand discharged. In presence of: Dated this Da  
y of

WITNESS

1 For and on behalf of (The Bank) Signature

2 Name & Designation Authorisation No.

Name & Place

Bank's Seal

The above Guarantee is accepted by Airports Authority of India. For and on behalf of Airports Authority of India.

Signature

Name Designation

Dated

Annexure-VI

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

Date: .....

To,

The Manager,

.....(Bank)

.....(Branch)

Sub: Inclusion of Unique Identifier Code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear Sir /Ma'am,

I/We, ....., request you to include unique identifier AA|AMMU in

field7037 of the SFMS cover messages IFN760COV (for BG issuance) and IFN767COV (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC • ICIC0000007).

Thanking you,

.....

(Vendor/Customer/Concessionaire)

Bank Guarantee Format for EMD

(On Non- judicial stamp paper of Rs.100.00)

Annexure-VII

To,

[Scanned copy to be uploaded online in Technical Bid and original document, if applicable, to be submitted in Envelope-A marked as "EMD/Unconditional Acceptance"]

Bank Guarantee

Airport Director Civil Airport, Jammu  
Airports Authority of India Jammu-180003

Dear Sir,

1. We (full name of the banker) having our registered Office at (Address of Bank's

registered Office) hereby refer to the bid No. \_\_\_\_\_ of Work) issued by the Airports A  
uthority of India as purchaser.

for (Name

2. M/s (fill in the name of bidder) has approached the bank for providing a Bank Guarantee for EMD for par  
ticipation in said tender.

3. Under the terms of said tender, the Bidder is required to provide a bank guarantee in a form acceptable  
to the purchaser for the amount of Rs..... (amount in figures) ( Rupees ) on account of EMD.

4. We, (Name of the Bank hereby give this Bank Guarantee No. dated for an amount of  
Rs..... (amount in figures) (Rupees  
..... ) on account of EMD.

5. Upon default of the tender, we..... (Name of the bank),  
do hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Airp  
orts Authority of India or any Officer authorized by it on its behalf any amount not exceeding Rs.  
.....(amount of EMD) (Rupees.....  
..... ) (in words) to the Airports Authority of India on behalf of the Bidder.

6. The determination of the fact of breach and the amount of damages sustained and or liability under the guarantee shall be in the sole discretion of the purchaser whose decision shall be conclusive and binding on the guarantor.

7. This bank guarantee is confirmed and irrevocable and shall remain in effect until (the validity shall be 90 Days from the date of opening of Technical bid) and such extended periods which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said tender.

Truly yours,

(Authorized Signatory of the Bank)

Annexure - VIII

(Letter of undertaking from the Depositor to Bank to be submitted along with EMD (BG)/Performance Security Bank Guarantee to Airports Authority of India.)

[Scanned copy to be uploaded online in GeM Technical Bid]

The Branch Manager,

.....Bank,

.....

Sub: My /Our Bank Guarantee bearing No.....dated for .....amount... issued in favour of Airports Authority of India A/c.....

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of EMD (BG)/Performance Security Bank Guarantee on account of contract awarded/ to be awarded by Airports Authority of India to me /us

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

Signature of the Depositor

Place: Date:

Annexure - IX

[Scanned copy to be uploaded online in GeM Technical Bid]

Undertaking for Non-Restriction from Bidding

I/We..... (Name & post of authorized signatory) on behalf of .....

(Name of bidder) do hereby declare that:

1) I/We have read the Clause regarding restrictions on procurement form a bidder of a country which share s a land border with India;

2) I/We further certify that our bid is not from such a country / is from ..... (Name of country) and has been registered with the competent authority ..... (Registration number with copy enclosed) - strike out whichever is not applicable.

3) I/We hereby certify that I/We fulfil all requirements in this regard and is/are eligible to be considered.

Signature.....

Name of the Authorized Signatory of the bidder.....

Date.....

Seal

FORM OF PARENT COMPANY UNDERTAKING

(Refer ATC Clause No. 9.2.3)

(To be submitted on letterhead of Bidder's Ultimate Parent Company)

[TO BE SUBMITTED WITH TECHNICAL BID, IF APPLICABLE]

Annexure-X

To,

Airport Director Civil Airport, Jammu  
Airports Authority of India Jammu-180003

Dear Sirs,

Date:

Subject: "Replacement of Three - seater passenger chairs and Passenger trollies at Civil Airport, Jammu. [S H: SITC of 192 Nos. of Three-Seater Chairs]".

Invitation to Bid No.....

We refer to the accompanying bid document for the work as mentioned in the subject above by

..... (Name and address of Indian Subsidiary) ("Bidder") of which we are the ultimate holding company, and hereby request Airports Authority of India, Civil Airport, Jammu, India, (AAI) to enter into a contract with h... (Name of Indian Subsidiary) TENDERER for the same. In the

event of our Indian Subsidiary AAI doing so and in consideration of AAI Company entering into such contract

("AGREEMENT"), we do hereby enter into the following unconditional and irrevocable with AAI that:

1. We guarantee that our Indian Subsidiary BIDDER shall duly perform all its obligations contained in AGREEMENT.
2. If our Indian Subsidiary BIDDER shall in any respect fail to perform its obligations under AGREEMENT or shall commit any breach thereof, we undertake, on simple demand by AAI, to perform or to take whatever steps may be necessary to achieve performance of said obligations under AGREEMENT and shall indemnify and keep indemnified AAI against any loss, damages, claims, costs and expenses which may be incurred by AAI by reason of any such failure or breach on the part of our Indian Subsidiary BIDDER.
3. Our guarantee and undertaking hereunder shall be unconditional and irrevocable and, without prejudice to the generality of the foregoing, we shall not be released or discharged from our liability hereunder by:
  - a) Any waiver of forbearance by AAI of or in respect of any of our Indian Subsidiary BIDDER's obligations under AGREEMENT whether as to payment, time, performance or otherwise howsoever or by any failure by AAI to enforce AGREEMENT or this instrument, or
  - b) Any alteration to, additional to or deletion from AGREEMENT or the scope of the services to be performed under AGREEMENT, or
  - c) Any change in the shareholding relationship between ourselves and our Indian Subsidiary BIDDER and our guarantee and undertakings hereunder shall continue in force until all our Indian Subsidiary BIDDER's obligations under AGREEMENT and all our obligations hereunder have been duly performed.
4. This document shall be construed and take effect in accordance with the laws of the Republic of India.

Yours faithfully,

Signed: .....

Name and Designation: .....

Date: .....

For and on behalf of (Bidder's ultimate holding company)

ANNEXURE - XI

Power of Attorney Format for the Authorized Person(s)

(Scanned copy to be uploaded online in GeM Technical Bid, IF APPLICABLE)

(Bidder shall submit irrevocable power of attorney on a non-judicial stamp paper of Rs.100/- signed by authorized signatory as per Memorandum of Articles authorizing the persons, who are signing this bid on behalf of the company or in case of Overseas bidder, power of attorney may be on the company letter head)

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY executed on

we, a Company incorporated under the provisions of companies Act, 1956/ OR (in case of Overseas Company- reference may please be made to Company registering authority

in that country) having its Registered Office

at (hereinafter referred to as the "Company") do hereby severally appoint, constitute and nominate, official(s) of the Company, so long as they are in the employment of the Company (hereinafter referred to as the "Attorneys") to sign agreement and documents with regard to Bid No. due on invited by Airports Authority of India, Civil Airport, Jammu, India, (AAI), for — "Supply, Installation and Commissioning of 192 Nos. Three-Seater Airport Terminal Chairs at Jammu Airport." and to do all other acts, deeds and things that the said Attorneys may consider expedient to enforce and secure fulfilment of any such agreement in the name and on behalf of the Company.

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

IN WITNESS WHERE OF, this deed has been signed and delivered on the day, month and year first above written by Mr. Authorized Signatory, duly authorized by the Board of Directors of the Company vide its resolution passed in this regard.

By order of the Board

For

( )

Authorized Signatory

Witness:

1.

2.

Attorney Signature of Mr. Attorney Signature of Mr. (Attested)

( ) Authorized Signatory

Annexure-XII

Nil- Deviation Declaration from the laid down requirement of Bid Document.

(Refer ATC Clause No. 9.6.4)

[Scanned copy to be uploaded online in GeM Technical Bid]

To,

Airport Director Civil Airport, Jammu

Airports Authority of India Jammu-180003

Subject: Nil Deviation statement from laid down requirements in bid document with Bid ID:

Dear Sir,

We hereby state that we have studied the subject bid document completely and we have Nil / No Deviation towards any and all contents / clause / paras of the subject Bid Document and its

Corrigendum's.

Thanking you, Date:

Signature of Bidder with Company's seal

Annexure-XIII

Nil- Deviation Declaration from the laid down requirement of Technical Specifications

(Refer ATC Section-A)

[Scanned copy to be uploaded online in GeM Technical Bid]

To,

Airport Director Civil Airport, Jammu

Airports Authority of India Jammu-180003

Subject: Nil Deviation statement from laid down requirements of Technical Specifications as mentioned in Section-A of ATC Document of GeM Bid ID:

Dear Sir,

We hereby duly state that we have studied the technical specifications of GeM Bid document and its Corrigendum's thoroughly and we have Nil/ No Deviation in respect of technical specifications of the subject bid Document and its Corrigendum's.

Thanking you, Date:

Signature of Bidder with Company's seal

Annexure-XIV

CHECKLIST

Physical documents to be submitted in Envelope-A (EMD/Unconditional Acceptance)

Sl.

No. ATC

Para Eligibility Criteria Documents required to be submitted in Hard Copy

Submitted/Not Submitted

1

4

Earnest Money Deposit Original Demand Draft / Bank Guarantee as per Annexure- VII.

OR

If exemption claimed as per Clause 18 of ATC document, relevant certificate and supporting documents to be submitted.

2 9.6.1 Unconditional Letter of

Acceptance. Scanned Copy of Annexure-I

(a).

3

9.6.2 Proforma for Undertaking that the bidder has not been blacklisted or any case is pending against the bidder.

Scanned Copy of Annexure-I (b).

Physical documents to be submitted in Envelope-B (Make in India)

Sl.

No. ATC

Para Eligibility Criteria Documents required to be submitted in Hard Copy

1

9.1.4 Class-I Local Supplier or Class-II Local Supplier Original signed Annexure -

IV& Form-I, Form-II & Form-III

Scanned copy to be submitted online in Technical Bid

Sl.

No. ATC

Para Eligibility Criteria Documents required to be uploaded

1 9.6.1 Unconditional Letter of

Acceptance. Scanned Copy of Annexure-I

(a).

2

9.6.2 Proforma for Undertaking that the bidder has not been blacklisted or any case is pending against the bidder.

Scanned Copy of Annexure-I (b).

3 9.6.5 GST undertaking Scanned Copy of Annexure-II

4

9.6.7 Compliance to AAI Technical Specification as mentioned in Section-A of ATC Document along with offered product leaflet/catalogue/brochure,

etc.

Scanned Copy of Annexure- III along with offered product leaflet/catalogue/brochure, etc.

5

9.7 For the bidders

participating under "Make in India Policy". Self-attested Scanned Copy of undertaking as per Annexure-IV

6

6.3 Request Letter Proforma for Inclusion of Unique Identifier Code of AAI while transmitting BG Cover messages where beneficiary bank is ICICI

Bank

Scanned copy as per Annexure-VI.

7

4

Earnest Money Deposit Scanned copy of Demand Draft / Self-attested scanned copy of BG as per Annexure- VII to be uploaded. If EMD submitted in the form of BG, scanned copy of Annexure-

VIII to be uploaded.

8

9.1.3 Self-attested copy of registration certificate of the bidder with Competent Authority, if applicable, as per Make In India Policy of

Gol. Self-attested copy of registration certificate of the bidder with Competent Authority, if applicable & Self-attested Scanned copy

of Annexure- IX

9

9.2.3 In case of Indian Subsidiary Company, documentary evidence to prove that Indian company/Firm is indeed a 100% subsidiary or branch of a foreign

company

Self-attested Scanned copies of the documents as

per Annexure-X

10 9.6.3 Power of Attorney (POA), if

applicable. Scanned Copy of Power of

Attorney as per Annexure-XI

11

9.6.4 NIL deviation declaration from laid down requirements in bid

document

Declaration as per Annexure- XII to be uploaded.

12

9.6.6 NIL deviation declaration from laid down requirements in Technical Specification as mentioned in Section-A

Declaration as per Annexure- XIII to be uploaded.

13

9.1.1 Valid Certificate of Incorporation for Public / Private Limited Company / firm issued by Appropriate Authority. Registered partnership deed in case of Partnership firm/ GST certificate in case of

proprietary firm.

Self-attested scanned Copy of the documents

14

9.1.2 Declaration of being an Original Equipment Manufacturer (OEM), if applicable. Self-attested letter from authorized signatory to be uploaded.

15 9.1.5

& Valid GST and Permanent Account Number (PAN) (for Indian bidders and Foreign registered firm having Permanent

Establishment in India).

Self-attested Scanned copy of GST and Permanent Account Number (PAN).

9.1.6

16 9.2.1

& 9.2.2

Documents for Experience Self-attested Scanned copies of the documents.

17

9.2.5

Proof of satisfactory Performance Self-attested Scanned copies of Satisfactory Performance Certificate from at least one

end user.

18

9.3

Document for Turnover Self-attested Scanned copies of the balance sheet along with Profit & Loss Account of the bidder for the last three

financial years.

Indian Bidders should submit UDIN generated documents as per clause 9.3.3.

19 9.4 Documents for Resources. Self-certification on company's letter head.

20 9.5 Documents for Annual

Production Capacity Self-certification on company's letter head.

21

9.6.8 Certificate of Conformity of the offered product, i.e., Three-Seater Airport Terminal Chairs, to BIFMA X 5.4 STANDARD BIFMA X

5.4 STANDARD certificates for the offered product

category to be submitted by the bidder Certificate of Conformity of the offered product, i.e., Three-Seater Airport Terminal Chairs, to BIFMA X

5.4 STANDARD BIFMA X 5.4 STANDARD certificates for the offered product category to be submitted by the bidder

22

9.8 For the bidders participating as joint

Venture Copy of detailed and valid agreement and other relevant documents as per clause 9.8

23

9.9 Manufacture under license/technology collaboration agreements

with phased indigenization: Self-attested Scanned copies of the documents as per Clause 9.9.

24

18 Any concession/ exemption under registration with NSIC/MSME OR Seeking Benefit under Start-up Policy OR Purchase Preference to Central Public Sector Undertaking

in relevant field.

Self-attested scanned copies of the documents.

-Check List Self-attested scanned copy of check list to be submitted as per Annexure-XIV

Signature of Bidder with Company's seal

#### 6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is also governed by the General Terms and Conditions/ यह विड सामान्य शर्तों के अंतर्गत भी शामिल है

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which

shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब यह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कवरवाई का आधिकार होगा।

---Thank You/धन्यवाद---