



AIRPORTS AUTHORITY OF INDIA

**O/o THE MT SECTION
OLD AIRPORT, MEENAMBAKKAM
CHENNAI AIRPORT, CHENNAI-600 016.**

AAI CUSTOM BID DOCUMENT

NAME OF WORK

**Hiring of 02 Nos. 7 Seater (6+1) Tata Sumo or
Mahindra Bolero Jeep or equivalent vehicle (Non-AC)
without Driver and Fuel on the Round-the-Clock basis
for ASG at Chennai Airport**

GeM BID No.GEM/2022/B/2063014, dated 23.03.2022

I N D E X

NAME OF WORK

Hiring of 02 Nos. 7 Seater (6+1) Tata Sumo or Mahindra Bolero Jeep or equivalent vehicle (Non-AC) without Driver and Fuel on the Round-the-Clock basis for ASG at Chennai Airport.

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BID SCHEDULE

01.	Name of Work	Hiring of 02 Nos. 7 Seater (6+1) Tata Sumo or Mahindra Bolero Jeep or equivalent vehicle (Non-AC) without Driver and Fuel on the Round-the-Clock basis for ASG at Chennai Airport.
02.	Type of Bidding	Custom Bid / Hire Services.
03.	GeM Bid No.	GEM/2022/B/2063014, dated 23.03.2022
04.	Estimated Cost	Rs.18.73/- Lakhs (2 years) including GST.
05.	EMD	Rs.37,460/-
06.	Bid Offer Validity	120 days

CRITICAL DATES

Sl. No.	Activity	Date
01.	Bid Start Date	23.03.2022
02.	Bid End Date	06.04.2022
03.	Bid Opening Date	06.04.2022

Note:-

- a. AAI may at its direction may extend / change the schedule of any activity by intimating the Bidder through a notification on the GeM portal (<http://gem.gov.in>).
- b. Corrigendum if any, will be uploaded only on GeM portal. It is the responsibility of Bidders to check at the portal regularly.

TERMS & CONDITIONS OF CONTRACT

1.0 Bids are invited from the reputed travel agencies, Car Rentals and other Transport Firms through the GeM portal for the work **"Hiring of 02 Nos. 7 Seater (6+1) Tata Sumo or Mahindra Bolero Jeep or equivalent vehicle (Non-AC) without Driver and Fuel on the Round-the-Clock basis for ASG at Chennai Airport"** at an **estimated cost of Rs.18.73 lakhs** (for 2 years), including GST.

2.0 2 Nos. 6+1-seater Tata Sumo/Mahindra Bolero Jeep or equivalent vehicle (Non-A/c) should have been registered for Commercial Use on or after **1st JUNE-2020**. The Kilometer run for each vehicle shall be **within 20000 Kilometers** from the date of registration.

3.0 **Technical Bid**

The Bidders should upload scanned copy of relevant documents in "Technical Bid", in support of meeting each criteria mentioned below:-

SL. NO.	QUALIFYING REQUIREMENT	DOCUMENT(S) TO BE UPLOADED IN GeM PORTAL
(i)	Earnest Money Deposit (EMD) – Rs.37,460/-	<p>To be remitted online through RTGS/Internet Banking in AAI Bank Account, whose details are details given at Annexure-C.</p> <p>Bidder to indicate Bid No. & Name of Bidding entity in the transaction details field at the time of online transfer.</p> <p>Bidder has to upload scanned copy/proof of the online payment transfer along with Bid.</p> <p>EMD Exemption:-</p> <p>The Bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM General Terms & Conditions with the Bid.</p> <p>Under MSE category, only manufacturers for Goods and Service Providers for services are eligible for exemption from EMD.</p>
(ii)	Should have GST Registration.	Scanned copy of GST Registration Certificate.

SL. NO.	QUALIFYING REQUIREMENT	DOCUMENT(S) TO BE UPLOADED IN GeM PORTAL
(iii)	<p>Should have experience in providing Hire Vehicle services in Companies/ Organizations during the last seven years (ending on the date of publication of this Bid) for any one of the following quantum of completed work(s):-</p> <p>One Work Order of value equal to 80%, i.e. Rs.7.49 Lakhs or more of the Annual Estimated Cost.</p> <p style="text-align: center;">OR</p> <p>Two separate Work Orders, each for a value equal to 50%, i.e. Rs.4.68 Lakhs or more of the Annual Estimated Cost.</p> <p style="text-align: center;">OR</p> <p>Three separate Work Orders, each for a value equal to 40%, i.e. Rs.3.74 Lakhs or more of the Annual Estimated Cost.</p>	<p>Scanned copy of Award Letter / Work Order / Work Contract Agreement along with its satisfactory completion certificate.</p> <p>The said satisfactory completion certificate should reflect either value of work, period of contract etc. OR related Award Letter / Work Order / Work Contract Agreement Ref. No. & Date in support of the above.</p> <p>Note:-</p> <p>a. The above Award Letter/Work Order/ Work Contract Agreement should have been satisfactorily completed.</p> <p>b. Initial period of contract and extension thereof if any, upto the date of publication of this Bid shall be considered as 'completed work' and reckoned for value of order.</p> <p>c. Firms showing work experience certificate from Non-Government / Non-PSU Organizations should submit copy of Tax Deduction at Source (TDS) certificate in support of their claim for having experience of stipulated value of work.</p>
(iv)	Should have annualized average financial turnover of at least 30% of the annual estimated cost, i.e. Rs.3 Lakhs or above during last three years ending 31st March 2021 .	Scanned copy of abridged Balance Sheet along with Profit & Loss Account Statement for the last three Financial years i.e. 2018-19, 2019-20 & 2020-21 .
(v)	Should have a minimum 03 Nos.7 seater Tata Sumo/Mahindra Bolero Jeep or equivalent vehicle registered for commercial use , in the name of the Bidder/Firm/Proprietor/Owner/Partner OR under the registered Power of Attorney (POA).	<p>Scanned copy of Registration Certificate (RC Book) in support of the said vehicles, along with respective Notarized Power of Attorney (POA) (if applicable).</p> <p>(In case of Partnership Firms relevant Memorandum of Association / Article of Association / Partnership Deed is also to be uploaded).</p>
(vi)	Unconditional acceptance of Terms & Conditions of Bid etc. - Undertaking-cum-Declaration.	To be furnished on Company's Letter Head as per Annexure-A and uploaded.
(vii)	Declaration on Conformity of Vehicles to be provided and other Service parameters.	To be furnished on Company's Letter Head as per Annexure-B and uploaded.
(viii)	Service & Support: Availability of Office of Service Provider.	An office of the Service Provider must be located in Chennai City OR in the State of Tamil Nadu. Scanned copy of Documentary evidence to be uploaded.

Note: -

1. The Bidders shall provide Pre-Qualification documents as specified above. Lack of submission of any of the specified qualification documents or submission of any of the specified documents in a manner which is in non-conformance with the relevant clause of this Bid documents may result in rejection of the Bid.
2. Bidders are advised to upload legible scanned copies of requisite documents **in sequence**, as per Sl. No. (i) to (viii) above.

4.0 Purchase Preference to Micro and Small Enterprises (MSEs)

Purchase Preference will be given to MSEs 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 the Purchase Preference 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 service.

5.0 Make in India Public Procurement Policy

Make in India Public Procurement Policy 2017 of Government of India and amendment thereof shall be considered for procurement of Goods & Service and applicable for this Bid.

6.0 Scope of Work

- (i) Providing of 02 Nos. 7 seater (6+1) Tata Sumo/Mahindra Bolero Jeep or equivalent Vehicle (Non-A/C) without Driver and Fuel for operating inside the Chennai Airport or at the City Side if need be, as per the requirement of ASG on round-the-clock basis with a monthly average run of **400 KMs for each vehicle** on all days of a month (including Saturdays, Sundays & Closed Holidays).
- (ii) In exceptional case, if need arises, the vehicle shall be utilized beyond the fixed monthly KM for which extra charges per KM shall be applicable.
- (iii) All type of maintenance such as preventive and schedule shall be on the part of Contractor, who shall provide alternate vehicle during the breakdown or servicing of the hire vehicle.
- (iv) The vehicle shall be driven by authorized ASG personnel.
- (v) Fuel would be in the scope of AAI.

7.0 **Details of vehicle to be provided under the contract**

(i)	Description of Vehicle / Model	TATA Sumo / Mahindra Bolero Jeep or equivalent Vehicle.
(ii)	Number of Vehicle	2 Nos.
(iii)	Monthly Fixed KMs.	400 KMs. for each vehicle.
(iv)	Seating Capacity	Not less than seven (including driver)
(v)	Date of Registration of vehicle & KMs. run.	On or after 1st JUNE-2020 . Kilometer run for each vehicle shall be within 20000 Kilometers from the date of registration.
(vi)	Name of Registered owner	Registered for Commercial Use in the name of Firm/Director/Proprietor/Partner only, at the time of deployment. (Vehicle attached under Power of Attorney shall not be accepted)
(vii)	Timings / Deployment	0000 hrs. to 2400 hrs. (Round - the - clock) on all days including Saturdays, Sundays & closed holidays.
Note:- In the event of 'equivalent vehicle' being provided in place of Tata Sumo or Mahindra Bolero indicated above, the Contractor shall communicate the same to AAI with details of type of equivalent vehicle for approval, before deployment. The decision of AAI shall be final and binding upon the Contractor.		

(i) **Service & Support:** An office of the Service Provider must be located in Chennai City OR in the State of Tamil Nadu. After Award of Work, the Contractor shall intimate contact details of their local Representative at Chennai such as Name / Designation / Mobile No. / Email ID / Postal Address etc. along with ID proof, who shall co-ordinate with AAI for efficient rendering of vehicle hire services.

(ii) The vehicle should be fit in all respect for operation under Motor Vehicle Act, Rules and existing laws as applicable from time to time and must be equipped with valid documents, i.e., Registration Book, Insurance Certificate, PUC Certificate, Fitness Certificate, Permit with taxes, fees paid up to date during the period of contract.

(iii) The vehicle shall be fitted Anti-Collision Light or any other accessories as may be warranted by Ground & Flight Safety Department of AAI, DGCA, other Air Safety Regulatory agency etc. Cost of such extra-fittings shall be borne by the Contractor.

(iv) Normally the vehicle which has been approved and accepted shall not be changed.

(v) In case of substitute vehicle temporarily provided during breakdown as replacement the above clause is not applicable. This temporary arrangement will be acceptable for a short duration. However, in case the repair warrants more time, AAI may consider the specific/special case on its merits.

8.0 **Mobilization Period**

The contractor shall provide the vehicle within a mobilization period of 30 days from the date of issue of Award Letter/Work Order/Sanction Order. However, the extension of above can be considered, at the sole discretion of the AAI on the merit of the case.

9.0 **Extra per Kilometers charges**

Monthly package cost divided by no. of KMs in monthly package multiplied by factor 0.2 in case of 24x7 service.

10.0 **Adjustment of Unused Kilometers**

The unused KMs. of each vehicle, during a particular month, shall be adjusted against extra KMs. of other vehicle and excess KMs if any beyond combined fixed KMs of both vehicles (i.e. 800 KMs) shall only be paid.

11.0 **Deviations/Extra Items**

AAI may increase/decrease total quantities up to 30% of the tendered quantity but within the overall deviation limit of 30% of the contract value during the period of contract including extended period, depending on its requirement, on the same rates, terms & conditions as stipulated in the contract and the same shall be obligatory and binding on the contractor. Any variation in quantity beyond this will be mutually agreed upon by the AAI and the contractor.

12.0 **Inspection and Placement of vehicle**

(i) The contractor shall produce the vehicle at the designated place and date & time as notified, for inspection within the stipulated period before commencement of the contract, at his own cost.

(ii) The copies along with originals of R.C. Book, Certificate of comprehensive Insurance, Fitness, Permit, PUC certificate, Road tax Token and any other related documents, as required for operating vehicle on a public road as per Motor Vehicle Act 1988, shall be produced for inspection.

(iii) The contractor shall display the board/stickers stating "ON ASG DUTY" at the appropriate place of front and rear side of the vehicle at contractor's cost as per the discretion of AAI.

(iv) The decision about acceptance/rejection of the vehicle offered by the contractor shall remain with AAI and its decision shall be final and binding upon the contractor.

13.0 **Condition of Vehicle**

(i) The vehicle as required should be in perfect working condition, duly registered and insured comprehensively, having requisite permit and taxes paid up to date. The deployed vehicle must comply with the Central/State Government and Pollution Control norms.

(ii) The interior of the vehicle must have appropriate additional fittings to provide good comfort and appearance like foot matting, high-quality upholstery to provide comfort.

(iii) The vehicle suspension system shall be maintained in excellent conditions to provide good riding comfort.

(iv) The vehicle should be noise-free. Any rattling sound of loose components, windows, shutters, spare wheel, fan belt, loosely kept toolbox, etc., should be completely done away with.

(v) Battery, tyres, brakes, head-light beam adjustment, indicator and other lights, starter, wiper, window shutter should be in good and smooth working condition, Retreaded tyres will not be accepted.

(vi) The contractor shall take prior permission of AAI for substitution of vehicle provided for duty in case of Break down / maintenance.

14.0 **Running & Maintenance**

(i) The vehicle will have to be kept in good operating condition at all times. Procurement of Lubricants, Spare Parts, and Consumables etc. for a day-to-day check-up, repair, and routine maintenance will have to be arranged by the contractor at his own cost.

(ii) The vehicle should always be clean, in perfect mechanical condition with all accessories in serviceable condition.

(iii) The daily maintenance and cleaning should be done in such a way the services are not affected.

15.0 **Log Book**

(i) Log Book of the vehicle shall be maintained by the ASG. However, logbook will be provided by AAI.

(ii) In case of failure of milometer, the actual distance travelled shall be assessed by AAI whose decision in this regard shall be final and binding. The period for which the milometer was found defective, shall be recorded in the remark column of Log Book.

16.0 **Penalty**

(i) In the event of the breakdown of the vehicle, the contractor shall make an alternative arrangement (Refer Clause No.7.0-v), failing which the following shall be levied as a penalty: -

Sl. No.	Description	Penalty (in Rs.)
1.	Within 04 Hours reckoned from the time of call/email.	No deduction.
2.	Beyond 04 Hours & up to 24 hours	Prorata deduction.
3.	More than 24 hours	Prorata deduction. Also, a penalty @ Rs.1000/- per day subject to a maximum penalty of Rs.10,000/- per month.
Note:- Penalty will be levied only if the vehicle is not repaired/replaced for a full 24 hours of a day (i.e. 0000 Hrs. to 2400 Hrs.). For part thereof, only prorata deduction shall be applicable.		

(ii) In case odometer is not repaired within two days, a penalty of Rs.100/- per day subject to a maximum of Rs.500/- per month shall be imposed.

17.0 Earnest Money Deposit (EMD)

(i) EMD of **Rs.37,460/-** is to be remitted online through RTGS/Internet Banking in AAI Bank Account, whose details are details given at **Annexure-C**, failing which Bid shall be summarily rejected.

(ii) EMD of unsuccessful Bidders shall be returned within 15 working days, after Award of Contract. No interest or any other expenses, whatsoever, will be payable by AAI on the EMD. On acceptance of the Bid, EMD of successful Bidder shall be treated as part of the Security Deposit.

(iii) The EMD will be forfeited under the following conditions: -

- a) If any Bidder withdraws his Tender before the validity period of Tender or makes any modifications in the terms and conditions of the Tender which are not acceptable to AAI, then the AAI shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD absolutely.
- b) The EMD will be forfeited if the contractor fails to comply with any terms and condition of this tender documents without prejudice to other right of AAI under this contract.
- c) Any Bidder who does not accept the offer after its award in their favour would result into forfeiture of their EMD and action will be taken to debar from future participation in Tender for a period of 1 (one) year.
- d) If the credential submitted by the firm is found to be incorrect or have some discrepancy at any stage (before or after award of the work) which disqualifies the firm, then the EMD submitted by the Firm will be forfeited and the firm will be debarred from tendering for a period of 3 (three) years apart from any other appropriate/ legal action as deemed fit.

18.0 Security Deposit (SD)/Performance Guarantee

(i) The Contractor, whose Bid is accepted, will be required to furnish a Security Deposit/Performance Guarantee for the due fulfillment of this contract, which will amount to a sum equal to **3% of the value of the contract** put to Bid within 30 calendar days from the date of issue of Award Letter.

(ii) The Security Deposit/Performance Guarantee shall be furnished in the form of Demand Draft drawn in favour of 'Airports Authority of India', payable at Chennai from a Nationalized / Scheduled Bank (but not from Co-operative or Gramin Bank) after adjusting the EMD (if applicable). Alternatively, the Contractor can submit a Bank Guarantee as per AAI's prescribed format for the entire amount of Security Deposit/Performance Guarantee and in such case the EMD (if applicable) will be refunded. The Bank guarantee shall be submitted within 30 calendar days from the date of issue of Award Letter / Work Order and it will be valid till 90 days after the end of the expiry of the contract.

(iii) In case the Contractor fails to submit the Bank Guarantee within stipulated period, **interest at 12% p.a. on Bank Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from the first bill payable to the Contractor.**

(iv) In case, the Contractor fails to submit bank guarantee within 60 days from the date of issue of Award Letter/Work Order AAI reserve the right to forfeit EMD (if applicable) and cancel the order, besides suspending the Contractor for one year, who shall not be eligible to bid for AAI tenders from date of issue of suspension order. However, AAI may accept the Bank Guarantee with delay by levying payable interest in case of justified reasons.

(v) Notwithstanding the above, 10% of the basic amount of each Running Bill plus levying interest at 12% p.a. on BG amount for delayed period of submission (non-refundable) would be withheld till the total amount is recovered against Security Deposit. As and when the agency submits the Security Deposit, the withheld amount would be released but the interest shall not be refundable to the Contractor

(vi) After termination / expiry of the contract, the security deposit held by the AAI will be released to the Contractor within a period of **three months** (90 days) subject to realization of dues, if any to be made from the Contractor. No interest or any other expense whatsoever on Security Deposit is payable by AAI.

(vii) AAI shall have unqualified option to forfeit the Security Deposit if the Contractor failed to carry out the services as per the terms and condition of the contract without prejudice to other rights and remedies available to AAI. Any sum of outstanding dues against the Contractor including any amount on acceptance and liquidated damages shall be recovered from the Security Deposit AAI shall also have the rights to forfeit or appropriate towards the damages or losses that may be sustained by AAI due to any act / commission or defaults by the Contractor.

19.0 Goods & Services Tax (GST)

(i) The service covered by this contract falls under the scope of GST and the Contractor shall be fully responsible for meeting all the statutory obligations in respect of GST.

(ii) The copy (self-attested) of GST Certificate should be submitted before the submission of a first invoice or monthly bill. The GSTIN of AAI and the Bidder must be mentioned on each invoice/hire bill.

(iii) No claim on account of penalties, interest etc. if any levied by statutory authorities on account of non-compliance of the provision of GST shall be entertained.

20.0 Taxes & Other Charges

Income Tax or any other taxes as applicable from time to time shall be deducted as per provisions of the Act from the Bill of Contractor and shall issue requisite TDS certificate.

21.0 **Payment**

- (i) No advance payment shall be paid to the contractor. The Contractor shall submit the monthly hire bills in duplicate along with Log Sheet duly filled in and signed by the user or authorized representative for necessary payment.
- (ii) AAI shall make payment within 20 days from the date of receipt of bills in order by electronic payment – R.T.G.S.
- (iii) In the event of any dispute on this account, the decision of AAI shall be final and binding on the Contractor.
- (iv) While computing the distance in Kms. the distance covered for taking the vehicle for repair, RTO passing etc. will not be taken into consideration i.e. the number of km. that are covered in furtherance of performing the scheduled duty will not be taken into consideration.
- (v) The KM run of a vehicle from the designated duty place to the garage of the contractor and vice versa shall not be admissible for payment.

22.0 **Accident / Damages / Claims / Liabilities**

- (i) AAI shall be completely free from any liability whatsoever, in the event of an accident irrespective of reason/cause, while the vehicle is engaged under the contract.
- (ii) The hired vehicle should be fully/comprehensively insured for commercial use by the contractor at his own cost for all risk including fire, strike, flood, earthquake, riots, terrorist attack etc. All liability whatsoever towards costs arising due to accident of the vehicle irrespective of reason/cause shall rest upon the contractor only and AAI shall fully stand indemnified.

23.0 **Dispute Resolution Committee**

The disputes or differences whatsoever arising between the parties out of or relating to the operation or effect of this contract or breach thereof shall be settled through:

- (i) If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the work or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the Authority; the matter in dispute shall in the 1st place, be referred to the Dispute Resolution Committee (DRC) appointed by the Airport Director, AAI, Chennai Airport, Chennai-600 016. DRC thus, constituted may act as “conciliator” and will be guided by principles of “conciliation” as included in part III of Arbitration and Conciliation Act 1996. DRC should take into consideration, rights and obligations of parties, usage to trade concern and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn out and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party. DRC will give its’ report within 45 days of its constitution.

(ii) **Adjudication through Arbitration:** - Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairman / Member of AAI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of the contract that If the contractor does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One hundred Twenty) days of receiving the decision/award from Dispute Resolution Committee, the claim of the contractor(s) will be deemed to have been waived and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims. It is the term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such disputes along with the notice for appointment of the arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee. It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter-statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, If required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

24.0 **Force Majeure**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, earth quake, explosions, epidemics, quarantine restrictions, bandh, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of AAI as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option to terminate the contract.

25.0 **Foreclosure of Contract**

AAI may decide to foreclose the contract due to any reasons whatsoever at any time after acceptance of the Bid. In such circumstances AAI may decide to abandon or reduce the scope of the work which is no more required to be executed. In such case AAI shall give 30 days' notice in writing to that effect to the contractor. It will be binding on the contractor to act as per the direction of the AAI.

26.0 **Termination of Contract**

(i) If the AAI considers that the performance of the contractor is unsatisfactory or not up to the expected standard, the AAI shall notify the same to the contractor in writing and specify in detail the cause of such dissatisfaction. The AAI shall have the option to terminate the contract by giving 30 days' notice in writing to the contractor if the contractor fails to comply with the requisitions contained in the said written notice issued by the AAI and the decision of the Airport Director shall be final and binding on the Contractor.

(ii) AAI may also give Termination Notice and without compensation to the contractor to terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as the hirer.

(iii) The contract can be terminated by issuing 30 days' notice in writing at any time by either the party without assigning any reason and the contractor shall not cease to render the service facility until the AAI makes alternate arrangements thereof and informed the contractor accordingly. The extended period after expiry of the notice period will not, however, be more than 30 days in any case.

(iv) Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the actual work performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation whatsoever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipment's, materials or facilities or for any loss in the profit or anticipated profit of the contractor.

(v) If at any stage during the period of execution of the contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, AAI reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the AAI whatsoever.

(vi) The agreement shall be deemed to have been terminated on the expiry of the contract period unless AAI has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

27.0 **Quoting of Rates in GeM Portal**

The Bidders shall quote rate in GeM portal, which shall be:-

(a) Inclusive of:

(i) All Preventive, Scheduled, Breakdown Maintenances, Repair of various Systems & Components of the vehicle either due to normal wear and tear or any type of accident irrespective of reason/cause, including puncture(s).

- (ii) All Lubricants / Spare Parts / Consumables.
- (iii) Administrative / Incidental expenses, Stationary etc.
- (iv) All statutory obligations like Road Tax, PUC, Fitness Certificate, Comprehensive Insurance, RTO Permits, Anti-Collision Light etc.
- (v) Towards making of Vehicle Entry Permit to be issued by AAI, which shall be kept renewed throughout the currency of the contract.
- (vi) Profits.
- (vii) GST

(b) Exclusive of: (i) Driver Cost, (ii) Fuel - will be provided by AAI.

28.0 Evaluation of Financial Bid

The evaluation criteria/comparison of rates for identifying the successful Bidder shall be based on the lowest rates quoted in GeM Portal.

29.0 Bid Offer Validity

The Bid for the work shall remain open for acceptance for a period of **120 days** from the date of opening of Pre-qualification/Technical Bid.

30.0 Consideration of Abnormally Low Bids

Wherever the price of the lowest Bidder is lower than the justified cost by more than 25%, the lowest bid can be termed as Abnormally Low Quoted Bid (ALQB). Processing of such bid shall be as follows: -

- (i) All such items which are more than 25% below the justified rate shall be terms as 'Abnormally Low Quote Items (ALQI)'.
- (ii) The lowest Bidder has to submit a justification of their price either on GeM Portal (if possible) or submit through a separate letter along with analysis of rates for all such ALQI.
- (iii) On receipt of clarifications, AAI shall analyse the Bidder's justification and accept or reject the Bid.

31.0 Period of Contract

The contract shall be valid for an initial period of 2 (two) years and further extendable by 1 (one) more year on the same rates and terms & conditions, subject to satisfactory performance of the Contractor.

32.0 Subletting of Contract

The work shall not be sublet / assigned directly or indirectly to any other agencies without the prior written consent of the competent authority of the AAI.

33.0 **Jurisdiction**

The agreement including all matters with this contract, shall be governed by the Laws of India for the time being in force and shall be subjected to the exclusive jurisdiction of the Chennai Court only.

34.0 **Contract Agreement**

All Terms & Conditions of the Bid, as mentioned above and Award Letter/ Work Order/Sanction Order placed on successful Bidder or any other relevant letter, shall form the part of the agreement to be made with the AAI. The contract agreement shall be executed on a non-judicial Tamil Nadu Stamp Paper of value Rs.100/- as per AAI format within one month from the date of award of work and cost of the same shall be borne by the Contractor.

35.0 **Environment Safety**

The successful Bidder, on the award of work, shall submit an Undertaking as per **Annexure-D** on Environment Safety and abide by the same throughout the currency of the contract.

(To be furnished on Company's Letter-Head and uploaded)**UNDERTAKING-CUM-DECLARATION****(Unconditional acceptance of Terms & Conditions of Bid, non-payment of bribe, non-participation of near relatives and non-blacklisting / debarring of Firm)**

Name of Work	Hiring of 02 Nos. 7 Seater (6+1) Tata Sumo or Mahindra Bolero Jeep or equivalent vehicle (Non-AC) without Driver and Fuel on the Round-the-Clock basis for ASG at Chennai Airport.
GeM Bid No. & Date	GEM/2022/B/2063014, dated 23.03.2022

1. I / We hereby certify that I / We have read the entire terms and conditions of the Bid document which shall form part of the Contract Agreement and I / We shall abide by all the conditions / clauses contained therein.

I / We hereby unconditionally accept all the Bid conditions of AAI's Bid document in its entirety for the above works.

It is clarified that after unconditionally accepting all the GeM/Custom Bid conditions in its entirety, it is not permissible to put any remarks / conditions in the Technical and Financial Bid submitted through GeM Portal and the same has been followed in the present case. In case any provisions of this GeM/Custom Bid are found violated after opening of Technical Bid and 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 take necessary action as per GeM/Custom Bid conditions.

2. 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 of AAI.
3. I / We do hereby declare and state that none of my/our near relatives is posted in AAI as officer responsible for award and execution of this particular Bid/work and that no employee of AAI is a Director / Proprietor / Partner or holding any other post in my/our Firm/Company. I / We further undertake to intimate the names of persons, if any who are working with me / us in any capacity or are subsequently employed by me / us and who are near relatives to any officer in AAI.
4. I / We do hereby declare and state that our Firm / Company has not been blacklisted/debarred by AAI / BCAS or any other Department of Govt. of India/State Govt. and have no outstanding dues payable to the AAI.
5. I / We do further declare and state that all the above information given by me/ us is true to the best of my/our knowledge and in case if it is found to be false/ incorrect, AAI shall have the absolute right to take any action as deemed fit / without any prior intimation to me/us.

.....
Signature of Bidder / Authorized Signatory
(with Company Seal/Stamp)

Date:

ANNEXURE-B

(To be furnished on Company's Letter-Head and uploaded)

**DECLARATION ON CONFORMITY OF VEHICLES TO BE PROVIDED AND OTHER
SERVICE PARAMETERS**

Name of Work	Hiring of 02 Nos. 7 Seater Tata Sumo or Mahindra Bolero Jeep or equivalent vehicle (Non-AC) without Driver and Fuel on the Round-the-Clock basis for ASG at Chennai Airport.
GeM Bid No. & Date	GEM/2022/B/2063014, dated 23.03.2022

After carefully reading the entire Terms & Conditions of the Bid, We understand and declare as follows:-

1. 7 Seater (6+1) Tata Sumo or Mahindra Bolero or equivalent vehicle (Non-AC) shall be provided on Round-the-Clock basis.
2. The vehicle to be provided shall be registered for Commercial Use on or after **1st JUNE-2020**. The Kilometer run for each vehicle shall be within **20000 Kilometers** from the date of registration.
3. No driver is to be provided and the vehicle shall be driven by authorized ASG personnel.
4. Fuel shall be provided by AAI.
5. Having an office in Chennai City / within Tamil Nadu and our local representative shall co-ordinate with AAI for efficient rendering of vehicle hire services.

.....
**Signature of Bidder / Authorized Signatory
(with Company Seal/Stamp)**

Date:

AAI BANK ACCOUNT DETAILS

1.	BENEFICIARY NAME	AIRPORTS AUTHORITY OF INDIA
2.	BENEFICIARY ACCOUNT NUMBER	00040350003736
3.	ACCOUNT CURRENCY	INR
4.	IBAN/TYPE OF ACCOUNT	CURRENT ACCOUNT
5.	BENEFICIARY BANK NAME	HDFC BANK LIMITED
6.	BENEFICIARY BANK BRANCH NAME	ITC CENTRE BRANCH
7.	BENEFICIARY BANK SWIFT BIC	HDFCINBBCHE
8.	BENEFICIARY BANK ADDRESS	ANNA SALAI, CHENNAI – 600 002
9.	BENEFICIARY COUNTRY CODE/MICR	600240002
10.	BENEFICIARY BANK DOMESTIC CLEARING CODE	HDFC0000004
11.	BENEFICIARY NAME & ADDRESS	AIRPORTS AUTHORITY OF INDIA OPERATIONAL OFFICES COMPLEX CHENNAI AIRPORT CHENNAI – 600 016
12.	BENEFICIARY PAN NO	AAACA6412D
13.	BENEFICIARY GST NO	33AAACA6412D2ZE
14.	BENEFICIARY EMAIL IDS	rgowri@aai.aero sridharp@aai.aero priyas@aai.aero

ANNEXURE-D

**(To be furnished on Company's Letter Head and submitted
by Successful Bidder after award of work)**

**UNDERTAKING BY THE AIRLINES, GOODS/SERVICES PROVIDERS AND
CONTRACTORS OF CHENNAI AIRPORT**

Name of Work	Hiring of 02 Nos. 7 Seater (6+1) Tata Sumo or Mahindra Bolero Jeep or equivalent vehicle (Non-AC) without Driver and Fuel on the Round-the-Clock basis for ASG at Chennai Airport.
GeM Bid No. & Date	GEM/2022/B/2063014, dated 23.03.2022
Award Letter / Work Order No. & Date	

1. Airports Authority of India, Chennai Airport has established an Integrated Management System (IMS) under ISO 9001:2015 (Quality Management System), ISO 14001:2015 (Environment Management System) & OHSAS 18001:2007 (Occupational Health and Safety Assessment) International Standards to provide Quality and Environment friendly services of International Standards.

2. We, the Airlines, Goods/Services providers and Contractors of Chennai Airport appreciate and respect the commitment & initiatives taken by the management of AAI, Chennai airport to protect and preserve the environment at Airport.

3. We hereby abide by the conditions stipulated herein with respect to our activities in the airport and not to pollute the environment of the airport in any manner & cooperate with the Airports Authority of India, Chennai Airport. We hereby undertake that:

- a) The work areas shall be kept clean
- b) Adequate number of Waste bins shall be placed in working space to collect different type of Scraps and the Wastes.
- c) The following wastes shall be segregated and stored in designated place, as far as possible: -
 - Oil soaked cotton wastes
 - Spent oil (Haz wastes)
 - Asbestos wastes
 - Worn out Tyres
 - Discarded Equipments, structures
 - Construction wastes, debris
 - Glass wastes
 - Insulation wool waste
 - Metallic wastes
 - Empty Paint drums, containers (Haz wastes)
 - Metallic Cans
 - Polythene/plastic wastes
 - Paper/card board waste
 - Discarded food
 - Other bio degradable wastes
 - E wastes (Haz wastes)
 - Automotive/ Industrial Battery etc.

4. The waste shall be stored at locations identified by AAI Management of Chennai airport. Subsequently the wastes shall be disposed off in accordance with waste management plan.
5. Hazardous wastes (Spent oil, contaminated jute/cotton/gloves, e-wastes, bio medical wastes shall be secured and disposed as per guidelines of regulatory authority (TNPCB).
6. To the extent possible, fuel oil, electrical power, water, cooking gas etc. will be conserved.
7. Plastic bags of less than 40 micron shall not be used and /or issued by us inside AAI premises.
8. We shall obtain the MSDS (Material Safety Data Sheet) of all chemicals used by us in AAI campus and study their characteristics and the disposal method. Chemicals which are found to be environmental friendly shall only be used.
9. If any chemical is found not environmental friendly/safe, additional precautions for their use and disposal shall be taken as indicated in MSDS.
10. Copies of MSDS will be retained by us & made available as and when requested by AAI officials.
11. Wherever any chemical like fuel oil, lub oil, Hydraulic oil, grease, paints are used, we shall arrange or keep ready a spill control kit at our own cost, for emergency purpose and shall use the same in case of emergency.
12. Diesel/ Petrol operated Vehicles used by us for transportation of man & material to and from AAI campus, Apron, Runway etc. shall be PUC (pollution under control) compliant. Copies of the PUC certificate shall be handed over to concerned AAI dept.
13. Wherever we arrange food for our workmen, we shall keep waste bins for collection of waste generated in the process.
14. Failure to comply with the requirements mentioned above shall attract a penalty or any other strictures as deemed fit by the AAI authorities
15. We understand that AAI, Chennai Airport will organize briefing/ training of our designated Supervisor/Manager about the IMS requirements. We shall ensure the presence/participation during such session. Thereafter, we shall ensure the necessary training of our workmen and staff and compliance of the requirements.
16. We shall identify one supervisor responsible for EMS compliance.
17. We understand and agree that no additional payment shall be made by AAI management for IMS compliance.

.....
Signature of Bidder / Authorized Signatory
(with Company Seal/Stamp)

Date:

CHECK-LIST

Name of Work	Hiring of 02 Nos. 7 Seater Tata Sumo or Mahindra Bolero Jeep or equivalent vehicle (Non-AC) without Driver and Fuel on the Round-the-Clock basis for ASG at Chennai Airport.
GeM Bid No. & Date	GEM/2022/B/2063014, dated 23.03.2022

Sl. No.	Document(s) to be uploaded	Ref. to Tender Clause/Page	Whether Uploaded
1.	Scanned copy/proof of the online payment of EMD – Rs.37,460/-	Clause No.3.0/ Page No.4	YES / NO
2.	Scanned copy of GST Registration Certificate.	Clause No.3.0/ Page No.4	YES / NO
3.	Scanned copy of Work Order with its satisfactory Completion Certificate.	Clause No.3.0/ Page No.5	YES / NO
4.	Scanned copy of Balance Sheets along with Profit & Loss Accounts Statement.	Clause No.3.0/ Page No.5	YES / NO
5.	Scanned copy of Registration Certificate (RC Book) in support of the said vehicles, along with respective Notarized Power of Attorney (POA) (if applicable). (In case of Partnership Firms relevant Memorandum of Association / Article of Association / Partnership Deed is also to be uploaded).	Clause No.3.0/ Page No.5	YES / NO
6.	Undertaking-cum-Declaration (Annexure-A)	Clause No.3.0/ Page No.5	YES / NO
7.	Declaration on Conformity of Vehicles to be provided and other Service parameters. (Annexure-B)	Clause No.3.0/ Page No.5	YES / NO
8.	Scanned copy of Documentary evidence on availability of an office of Service Provider in Chennai City OR in the State of Tamil Nadu.	Clause No.3.0/ Page No.5	YES / NO
