

AIRPORTS AUTHORITY OF INDIA DEVI AHILYA BAI HOLKAR AIRPORT INDORE (M.P.)-452005

TENDER FEE: Rs. 1180.00 (including 18% GST) Non-refundable, through Online mode only.

e-TENDER DOCUMENT

E-Tender portal: <u>https://etenders.gov.in/eprocure/app</u> (Government of India, Central Public Procurement Portal)

Name of Work: E-TENDER for Annual Rate Contract for supply of Printed Stationery Items for 01 year at D.A.B.H Airport, Indore (M.P)

TENDER NO.: 2022_AAI_111278

(E-Tendering through NIC-CPP Portal)



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Section-I

Notice Inviting Tender (3 BID – 3 Cover (Bid) System OPEN TENDER)

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E-Tenders are being invited through e-Tendering portal <u>http://etenders.gov.in/eprocure/app</u> by Airport Director, DABH Airport Indore on behalf of Chairman Airports Authority of India (AAI) from the eligible bidders for the works as detailed below.

Details of work: Annual Rate Contract for supply of Printed Stationery Items for 01 year at D.A.B.H Airport, Indore (M.P)

Estimated Cost: ₹ 6.20 Lac (Rupees Six Lacs Twenty Thousand Only) is including GST.

Earnest Money Deposit (EMD): ₹ 12,400.00 (Rs. Twelve Thousand Four Hundred Only) through Online mode only.

1. CRITICAL DATA SHEET:

| Schedule of Important Activities | Date | Time |
|---|------------|----------|
| Tender Document download/Sale start date | 29/03/2022 | Actual |
| Seek Clarification Start Date | 29/03/2022 | 1500 Hrs |
| Seek Clarification End Date | 08/04/2022 | 1730 Hrs |
| Last date for Online submission of bids e-Covers 1, 2 and 3 on CPP portal. | 19/04/2022 | 1700 Hrs |
| Bid opening date e-Cover 1 (Fee Bids) | 19/04/2022 | 1730 Hrs |
| Opening of e-Cover 2 (Technical Bids) | 19/04/2022 | 1730 Hrs |
| Opening of e-Cover 3 (Financial Bids) tentative | 20/04/2022 | 1100 Hrs |

2. Eligibility criteria:-

- 2.1 Reputed firms having experience in similar jobs at Govt./PSUs/Private companies etc.
- 2.1.1 Bidder firm shall submit an undertaking stating that its firm or its partners or its directors have **not been blacklisted** 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 Indian state/Central governments departments or public sector undertaking of India.

2.2 **Experience:**

- 2.2.1 The bidder should have successfully executed similar job in last Seven years (01-03-2015 to 28-02-2022) orders for meeting any one of the following criteria:
 - a) One order of value more than or equivalent to ₹4.96 Lac.
 - b) Two orders each of value more than or equivalent to ₹3.10 Lac.



c) Three orders each of value more than or equivalent to ₹2.48 Lac.

2.3 **Performance/Experience Certificate:**

- 2.3.1 Bidder must submit performance/experience certificates in respect of the works claimed against experiences as mentioned under Para 2.2.1 above. These certificates should be issued by the end user agencies for which the works have been carried out and endorsed by the bidder. Such performance/experience certificates should clearly indicate the following:
- i) Value of Order or contract,
- ii) Scope of order or contract,
- iii) Order or contract No, Award date,
- iv) Order or contract completion date,
- Note: Firms showing work experience certificate from non-Government/Non-PSU organizations must submit copy of tax deduction at source (TDS) certificate for the claimed value of the order.

2.4 Annualized Average Financial Turnover

Bidder should have **Annualized Average Financial Turnover** of at least Rs. **1,86,000.00** (Rs. One Lac Eighty Six Thousand Only) during last three financial years, ending on 31st March 2021. As a proof of financial turnover, copy of abridged balance sheet along with profit and loss account of bidder for last three financial years ending on 31st March 2021 duly audited by Chartered Accountant should be submitted.

- 2.5 The scope of works in respect of works claimed against Para 2.2.1 above, should be substantiated by submission of appropriate documentation such as relevant portion of the contract.
- 2.6 **Registration/Licences/Permits Bidder** should have the following registration/licences /permits with/from appropriate government authorities.
 - 2.6.1 Permanent Account Number (PAN) (either of the firm or the proprietor) issued by Income Tax Department.
 - 2.6.2 GST Registration number.
 - 2.6.3 Registration under Shop & Establishment Act or Companies Act or Registrar of Firms etc., as applicable.

Bidder shall submit self-attested copies of the same.

- 2.7 No bidder firm or its subsidiary firm or its parent firm shall be allowed to submit alternate bids. Such bids shall be summarily rejected.
- 2.8 Outsourcing or subletting the work to third party is not permitted.
- 2.9 Concession to the bidders registered with NSIC, shall be applicable as per the directives of Govt. of India.
- 2.10 Tenders not accompanied by the requisite EMD and Tender Fee shall be summarily rejected.



2.11 **Preference to Make in India**

Only **'Class-I Local Supplier'**, as defined under the "Public Procurement Policy (Preference to Make in India), order 2017- revision dated 16.09.2020" or amended up to date, notified by Government of India, Ministry of Commerce and Industry, Department of Promotion of Industrial & Internal Trade (Policy Procurement Section) vide letter No. P-45021/2/2017-PP (BE-II) dated 16th Sep 2020 shall be eligible to bid in this tender.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

Minimum Local Content: The 'local content' requirement to categorize a supplier as 'Class-I Local Supplier' is minimum 50%.

Verification of local content:

(a) The 'Class-I local supplier' shall submit in e-Cover-2 an undertaking regarding the percentage of local content.

(b) In case of false declarations, bidder or its successors can be debarred for up to two years for participating in tenders of AAI along with other actions as may be permissible under law.

(c) A supplier who has been debarred by any other procuring entity for violation of this Order shall not be eligible to participate for the duration of the debarment.

- 3. AAI reserves the right to reject tenders from working agencies whose performance at ongoing work(s) is below par and usually poor and has been issued letter of restrain/temporary/permanent debar by any department of AAI.
- 4. AAI reserves the right to verify the credentials submitted by the applicant agency at any stage (before or after the award of the work). If at any stage, any information / documents submitted by the applicant agency are found to be false or have some discrepancy which disqualifies the bidder than AAI shall take following actions.
 - 4.1. Forfeit the entire amount of EMD submitted by the bidder.
 - 4.2. The bidder shall be liable for debarment from Tendering in AAI, Apart from any other appropriate contractual / legal action.
- 5. The tenders are to be submitted in Three Cover (Bid) System. Bidders are requested to refer to "General Information and Guidelines" for details regarding submission and evaluation of Three Cover (Bid) System.
- 6. **Tender fees** of Rs.1180/- only [Rs. 1000/- (Tender Fee) + 180/- (GST)] is non-refundable (Exempted for Eligible MSE's) and shall be required to be paid by the bidder **Online Only.**
- 7. The tendering process is online at e-portal URL address <u>https://etenders.gov.in/eprocure/app</u> or <u>www.aai.aero</u>. Aspiring bidders may go through the tender document by login the CPP portal.
- 8. Prospective bidders are advised to get themselves acquainted for e-tendering participation requirements at "instruction for Online Bid Submission", register themselves at CPP portal, obtain 'User ID' & 'Password' and go through the 'self-help files' available in the home page



after login to the CPP portal <u>https://etenders.gov.in/eprocure/app</u> or <u>www.aai.aero</u>. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days time. The bidder may also take guidance from AAI Help Desk Support.

For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk details are as below: Tel:0120-4200462, 0120-4001002, Mobile: 91 8826246593, Email: support-eproc@nic.in

- 9. **EMD** Earnest money deposit of Rs.12400.00 (Rs. Twelve Thousand Four Hundred Only) shall be paid **Online only on CPP Portal**. <u>Proof of online submission of Tender Fee and EMD</u> are to be submitted online in the e-Cover 1 (Fee folder) of the CPP Portal.
- 10. The instructions in the tender document are binding on the bidder and submission of the tender shall imply unconditional acceptance of all the terms and conditions by the bidder. Bidder shall upload tender on E-Portal <u>www.etender.gov.in</u> well in advance to avoid last minute hassles. AAI shall not entertain any queries on such subject.
- 11. Concessions to Small Scale Industries (SSI) Units & Central Public Sector Enterprises (CPSEs) will be applicable as per Govt. of India guidelines.
 - 11.1. MSEs shall be registered with the NSIC single point registration scheme for the Tendered items/works. The NSIC Registration Certificate must show appropriate service or work activities of the bidder *suitable for the scope of this tender* failing which the certificate shall not be treated as valid & the tender shall be rejected outright.
 - 11.2. Exemption of Tender Fee: Bidders registered as MSEs are exempted to pay Tender Fee. However, copy of valid MSE certificate shall be enclosed in the e-Cover 1 (Fee Folder) bid. If it is found after opening of the Tender that the certificate is not valid, tender shall be rejected outright.
 - 11.3. **Exemption of EMD:** Bidders registered as MSEs are exempted to pay EMD. However, copy of valid MSE certificate shall be enclosed in the **e-Cover 1** (Fee Folder) bid. If it is found after opening of the Tender that the certificate is not valid, Tender shall be rejected outright.
- 12. Airports Authority of India (AAI) reserves the right to accept or reject any or all the tenders or part thereof without assigning any reason. AAI reserves the right to call off process of bidding at any stage without assigning any reason.
- 13. All the printing stationery items have to be supplied at DABH Airport, Indore.
- 14. For any clarification please contact In-charge(Stores), Indore on 0731-2626695

Bid Manager (Stores) For The Airport Director Airports Authority of India DABH Airport, Indore- 452005

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SECTION - II

GENERAL INSTRUCTIONS/GUIDELINES TO BIDDERS

1. <u>DEFINITIONS</u>

- 1.1 "AAI /The Buyer" means the Airports Authority of India.
- 1.2 "The Bidder /Vendor/Tenderer" means the individual or firm who participates in this tender and submits its bid.
- 1.3 "Project Leader AAI" means the AAI executive responsible for signing all documents from AAI side and shall coordinate all the activities of the project with the bidder / contractor.
- 1.4 "The Supplier / Contractor" means the individual or firm taking up the work as defined under the Notice Inviting Tender.
- 1.5 "The Works Order" means the order placed for the supply and installation of systems / works by the Buyer on the Contractor signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.6 "The Purchase Order / Supply Order" means the order placed for the supply of items by AAI on the Supplier signed by AAI including all attachments and appendices there to and all documents incorporated by reference therein.
- 1.7 "The Contract" means the agreement signed between the Buyer and the Contractor as per the terms and conditions contained in the Purchase Order/Works Order.
- 1.8 "The Contract Price" means the price payable to the Contractor under the Purchase Order/Works Order for the full and proper performance of its contractual obligations.
- 1.9 "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit has not been attached, or the required data has not been provided with the Bid or intentional errors have been committed in the Bid.

2. "E-Tendering Guidelines to Bidders"

The tendering process is online at e-portal URL address https://etenders.gov.in/eprocure/app. Prospective Bidders are advised to get themselves acquainted for e-tendering participation portal requirements and enroll themselves with the NICCPP at https://etenders.gov.in/eprocure/app under various links like "Online bidder enrollment", "bidder manual kit" etc. and obtain necessary 'Login ID' & 'Password'. They should also obtain Digital Signature Certificate [DSC] from agencies authorized by Govt. of India in parallel, which is essentially required for submission of Tender Bids. The bidder may also take guidance from CPPP helpline No. 0120-4200462, 0120-4001002 and AAI Help Desk Support on the Tele. No. 011-24632950 Ext 3512 (Six Lines) from 0800 hrs to 2000 hrs on all working days.

2.1. **General guidelines for bidders:**

Bidders are advised to visit this website regularly to keep themselves updated as any change/ modification in the tender will be intimated through this website only.



Bids shall be submitted online only at CPP portal: <u>https://eprocure.gov.in/eprocure/app</u> Bidder/Contractor are advised to follow the instructions "Instructions to Bidder for Online Bid Submission" provided in the Guidelines to bidder for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

The bidder shall submit their application by downloading the tender document from the etendering portal, fill-up the required information and upload the digitally signed file of scanned documents in support of their meeting each criteria mentioned below in Technical Bid/ Attachments Section in the portal. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

2.2 Following 3 e-Covers shall be submitted through online CPP-portal by the bidder:-

2.2.1 e-Cover1 (Fee): Containing scanned copy of following documents:-

- 1. Proof of Tender Fee payment through Online mode Only of Rs. **1,180.00**.
- 2. Proof of EMD payment through Online mode Only of Rs. **12,400.00**.

The tenders of the bidders who fail to submit above documents before the stipulated date & time shall be rejected outright. Further, if EMD and other documents of any of the bidders are not meeting the AAI's tender conditions, then their e-bid response will be summarily rejected.

2.2.2 e-Cover2 (Pre Qualifying Cum Technical Bid):

The bidder shall submit their application by downloading the "Tender Document" from the e-tendering portal, fill-up the required information and upload the digitally signed file of scanned documents in support of their meeting each criterion mentioned below in the attachments Section in the portal. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

Pre Qualifying cum Technical Bid containing the following:

- I. Scanned copy of duly signed and stamped **Unconditional Acceptance of AAI's Tender Terms and Conditions** in the format as given **Annexure-I** of tender document.
- II. Scanned copy of valid **registration of firm** with Registrar of Companies / Firms / Central Govt. / State Govt. entity in India.
- III. Scanned copy of valid **Permanent Account Number (PAN)** from Income Tax Dept.
- IV. Scanned copy of valid **GST Registration** Number Certificate.
- V. Scanned copy of **Work Completion Certificate** for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. The agency should submit detailed BOQ along with work order. Firm showing work experience certificate from non-government/ non PSU organizations should submit copy of Bank Details/CA certificate and Bill Invoice in support of their claim for having experience of stipulated value of work.



VI. **Digitally signed tender document at e-tender portal**.

2.2.3 e-Cover3 (Price Bid):

(a) The bidder shall upload the digitally signed Schedule of Price Bid in the form of **BOQ.xls**. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

Bidders are requested to quote their rates for each & every BOQ Items for bid evaluation purpose. If any bidder doesn't quote any rate for any or few items, their rates shall be treated as "ZERO" against such item / items and accordingly, it is presumed that bidder is willing to execute those items free of cost to AAI. **Bid evaluation shall be done on the basis of Overall Lowest (L-1) considering all BOQ Items.**

Further, it may be noted that tenders which are duly submitted on e-tender portal (CPPP) shall only be final and tenders just saved without submission will not be available to the evaluation purpose. Bidders are requested to go through FAQ and help files available in the portal (CPPP). In case of any difficulty, bidders may contact the help desk numbers and emails ID provided in the CPP portal.

Bidder who has downloaded the tender from central public procurement portal (CPPP) website <u>https://etenders.gov.in/eprocure/app</u> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with AAI.

2.3 Bids Opening Process is as below: e-Cover1 (Fee Bid): Containing Documents [uploaded by the contractors/firms] shall be opened on date mentioned in Critical Data Sheet. The intimation regarding acceptance/rejection of their bids will be intimated to the contractors/firms through e-tendering portal only.

e-Cover2 (Pre Qualifying Cum Technical Criteria): Technical bid opening date is mentioned in Critical Data Sheet. [Depending on evaluation of e-Cover1, any changes in the date shall be intimated through CPP portal only]. If any Clarification is needed from the bidder he may be asked to provide it through CPP portal only. However, bidder has to show utmost care while uploading their scanned documents in e-tendering portal. AAI shall not be responsible for asking any missing documents from the bidder side which might lead it to cancellation of bid of such bidders.

e-Cover3 (Price Bid): The financial bids of the contractors/firms found to be meeting the qualifying requirements and technical criteria shall be opened on as mentioned in Critical Data Sheet(tentative). [Depending on evaluation of e-Cover2, any changes in the date shall be intimated through CPP portal].



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3. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI reserves the right to call off process of short-listing of bidders at any stage without assigning any reason.

4. ELIGIBILITY CRITERIA

Eligibility for Issue of Tender Document - As mentioned in Notice Inviting Tender (NIT) and corrigendum (if any)

5. <u>COST OF BIDDING</u>

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

6. <u>BID DOCUMENTS</u>

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

| Notice Inviting Tender | Section-I |
|--|------------------------|
| General Guidelines/Instructions to Bidders | Section-II |
| General Terms & Conditions of the Contract | Section-III |
| Special Conditions of the Contract | Section-IV |
| Scope of work & Schedule | Section-V |
| Annexure | Annexure-I through VII |

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

7. DOCUMENTS COMPRISING THE BID & Preparation of BID Documents

This tender sets out the terms and conditions, Specification, general & Technical Requirements to be met for **"Annual Rate Contract for supply of Printed Stationery Items for 01 year at D.A.B.H Airport, Indore (M.P.)** as detailed in the tender document. This tender document includes requirements in respect of description of items.

The tender document consists of five sections. The bidder should go through all these sections i.e. (NIT, General Guidelines /Instructions to bidders, General Terms & Conditions of the Contract, Special conditions of the contract and Scope of Work and Schedule) of the tender document and must comply with each clause of all these sections

The instructions given in the tender document are binding on the bidder and submission of the tender will imply unconditional acceptance of all the terms & conditions by the bidder.

Bidder may be required to demonstrate / practically verify the specific / all features of the equipment, as deemed fit by AAI, for the evaluation of the bid.

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Deviations, if any, from the laid down requirements/ specifications shall be brought out separately in the deviation sheets to be attached with relevant section of the tender.

Each and every page of submitted tender document including technical documentation should be serially numbered & indexed.

Address for Correspondence:

In-Charge (Stores) O/o, Airport Director, Airports Authority of India, DABH Airport, Indore, Pin - 452 005 TELEPHONE – 0731-2626695 FAX No. 0731–2620278, mail: <u>apdindore@aai.aero</u>

8. BID PRICES

- 8.1. The bidder shall give the total composite price i.e. the Rates/Amount quoted shall be all inclusive i.e. inclusive of all taxes, levies , duties, packing forwarding, freight & insurance etc. The offer shall be firm in Indian rupees only.
- 8.2. The bidder shall quote only one price for each item of same specification against the nomenclature in financial bid. Price quote for each item is mandatory if any item left blank it will be treated as zero.
- 8.3. The prices quoted by the bidder shall remain fix during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9. PERIOD OF VALIDITY OF TENDER (BID)

- 9.1. The tender (Bid) shall remain valid for a minimum of 180 days from the date of opening of the Cover-1. The bidder shall not be entitled, to revoke or cancel the offer or to vary any term thereof, during the said period of validity without the consent in writing of AAI. In case of the bidder revoking or canceling the offer or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited.
- 9.2. In exceptional circumstances, the Buyer may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing.

10. <u>CONTACTING THE BUYER</u>

- 10.1. Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing are liable for rejection. Such rejected tenders will not be returned.
- 10.2. No bidder shall try to influence directly or through external source, the Buyer on any matter relating to its bid, from the time of publication of NIT till the time the contract is awarded.

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10.3. Any effort by a bidder to influence the Buyer in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.

11. AWARD OF CONTRACT

- 11.1 The acceptance of the tender will be intimated to the successful bidder by AAI, either by fax or by letter or by E-Mail.
- 11.2 AAI shall be the sole judge in the matter of award of contract and decision of AAI shall be final and binding.
- 11.3 The issue of a Works Order / Purchase Order shall constitute the intention of Buyer to enter into the contract with the bidder.
- 11.4 Acceptance of the Works order / Purchase Order will be deemed as effective from the date of issue of Works Order / Purchase Order. All formalities of submission of the Contract Performance Bank Guarantee in pursuant to clause of NIT in the format attached as Annexure IV and signing of the contract shall be completed after issue of Work Order.
- 11.5 AAI shall be the sole judge in the matter of award of contract and decision of AAI shall be final and binding.

12. SIGNING OF CONTRACT:

The issue of Works Order / Purchase Order shall constitute the award of contract on the bidder. The signing of the Contract shall be completed after acceptance of the Works Order / Purchase Order by the contractor. **The contract shall be signed on a Non-judicial stamp paper of Rs. 500/- (the cost to be borne by the successful bidder).** The Agreement format shall be provided by AAI after award of contract.

13. EXECUTION OF WORK:

The Annual Rate Contract shall be carried out under the supervision of the In-charge (Stores).

14. TRANSFER OF TENDER DOCUMENT

Transfer of Tender Documents by one bidder to another is not permissible. Similarly transfer of tenders submitted by one bidder in the name of another vendor is not permissible.

Signature with stamp Of authorized signatory of the Bidder/ Agency/Manufacturer



SECTION - III

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. **Purpose & Scope**

This document sets out the terms & conditions be met in connection with the provision of "Annual Rate Contract for supply of Printed Stationery Items for 01 year at D.A.B.H Airport, Indore (M.P.) to AAI for the work as per details given in the Tender document.

2. **Compliance:**

- 2.1 The **unconditional acceptance** of all the terms & conditions of the Tender has to be submitted in e-cover2. The format of the letter is attached at **Annexure-I**.
- 2.2 The submission of the tender will imply acceptance of all the tender condition by the bidder laid in tender document including all the Annexure(s) & schedules to the tender document.
- 2.3 The compliance to the terms & conditions should be supported by authenticated documentation wherever required.
- 2.4 The submission of unconditional acceptance as described above is essential for the tender evaluation. The failure to submit the unconditional acceptance statement in the said format shall result in his tender being rejected.

3. Language and Currency:

3.1 The bidder shall quote the rates in international numerals. The rates shall be in whole numbers. The rate has to be quoted online. <u>The rates shall be written in figures.</u> In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract will be English. **The bidders should quote only in Indian Rupees** and the bids in currencies other than Indian rupees shall not be accepted.

4. **Standard Conditions:**

- 4.1 Standard printed conditions of the bidder to the offer, other than the conditions specified here, will not be acceptable.
- 4.2 For the purpose of the tender, the metric system of units shall be used. In the event of any discrepancy, the rates quoted by the bidder in the "item rate" column will be the correct basis and not the amount worked out by them. Also the rates quoted in words will be the correct basis and not the rate shown in figures.
- 4.3 All entries in the tender shall either be typed or be in ink. Erasures shall render such tenders liable to summarily rejection. The bidder shall duly attest all corrections, cancellation and insertions.



4.4 Bidder's offers shall be with reference to section and clause numbers given in the tender schedules.

5. Earnest Money

- 5.1 The Earnest Money Deposit (EMD) amount of ₹12,400.00 shall be accepted **online only**. <u>Proof of which is to be submitted online in the e-Cover 1 (Fee folder) of the e-Tender Portal</u>.
- 5.2 The EMD of the technically unsuccessful bidders shall be discharged / returned after the completion of the technical evaluation process.
- 5.3 The EMD of the financially unsuccessful bidders other than the lowest three bids shall be discharged/ returned promptly, after evaluation of financial bids.
- 5.4 The EMD of the unsuccessful bidders other than the lowest bidder shall be returned as soon as the work is awarded.
- 5.5 The EMD of the successful bidder will be returned after the bidder provides the Performance Bank Guarantee, as required in Para 6 of this section of the tender document.

"The EMD amount shall be forfeited in the following events":

- 5.6 If the successful bidder fails to enter into a contract with AAI within 30 calendar days after the issue of the work order.
- 5.7 If the successful bidder fails to submit the performance guarantee as stipulated in clause 6 of section-III with AAI within 30 calendar days after the issue of the purchase order (PO).
- 5.8 In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of un-conditional acceptance of terms as per letter in Annexure-II.
- 5.9 In a situation referred in clause 9.1 of section-II.
- 5.10 No interest or any other expenses, whatsoever, will be payable by AAI on the EMD in any manner.

6. **Performance Bank Guarantee (PBG)/Security Deposit (SD):**

- 6.1 The successful bidder shall submit Contract Performance Bank Guarantee (in lieu of Contract Performance security) of the value equivalent to 3% (three percent) of the total annual contract price, subject to a maximum of Rs. 10 Lac to AAI in the form of an irrevocable and unconditional bank guarantee from a scheduled/Nationalized bank as per Performa attached as Annexure-V or Demand Draft drawn in favor of 'Airports Authority of India' payable at 'Indore' from any nationalized or any scheduled bank (but not from co-operative or Gramin bank). The guarantee shall be submitted within 30 days of issue of Work order by the bidder, and will be valid till 90 days after the end of the period of contract.
 - 6.1.1 In case successful bidder fails to submit the PBG within the stipulated period interest @ 12% p.a. on Performance Bank Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from EMD.



- 6.1.2 In case successful bidder fails to submit performance bank guarantee within 30 days, AAI reserves the right to forfeit EMD and cancel the order.
- 6.2 The performance bank guarantee/DD amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.

6.3 **The performance guarantee shall be deemed to govern the following guarantees** from the successful bidder, in addition to other provisions of the guarantee:

- 6.3.1 Annual Rate Contract: Supply of item under the contract shall be satisfactory in all respects, certified by AAI.
- 6.3.2 The items supplied under the rate contract shall be free from all defects and upon written notice from AAI, the successful bidder shall fully replace, free of expenses to AAI, all such defective items.
- 6.3.3 The performance guarantee is intended to secure the performance of the entire system till warranty and defects liability period if any. However, it is not to be construed as limiting the damages stipulated in any other clause.
- 6.4 The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest if there are no leviable liabilities.
- 6.5 The successful bidder will be fully responsible for the awarded contract job & guaranteed performance of the supplied systems and warranty obligations.
- 6.6 **BG Verification:** AAI has made arrangement for Verification of Bank Guarantees received by AAI from Vendors/Customers/Concessionaires through Structured Financial Messaging System (SFMS) of ICICI bank. It has to be done as mentioned in **Annexure-VII**.

7. **Correspondence**

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

8. Force Majeure

- 8.1 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 contractors control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful bidder's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.
- 8.2 That within 10 days after the occurrence of a case of force Majeure but before the expiry of the stipulated date of completion, the bidder informs the AAI in writing about the occurrence

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of Force Majeure Condition and that the Bidder considers himself entitled to an extension of the time limit. The contractor shall submit the application for extension of time.

- 8.3 That the contractor produces 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.
- 8.4 That the contractor proves that the said conditions have actually been interfered with the carrying out of the contract.
- 8.5 That the contractor proves that the delay occurred is not due to his own action or lack of action.
- 8.6 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.
- 8.7 The amount of compensation for above clauses shall rest with Airport Director, Indore and his/her decision with regard to imposition of the fine shall be final and the same shall be final and binding on the contractor. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with AAI.

9. **Patents, Successful bidder's Liability & Compliance of Regulations**

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

10. Settlement of Disputes

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



11. Arbitration and Law.

- 11.1 Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The single Arbitrator for settlement of any dispute with regard to this contract shall be appointed by the Chairman AAI. The venue of Arbitration shall be New Delhi, India. The arbitration resolution 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.
- 11.2 Indian laws shall govern this contract.

12. TERMINATION FOR DEFAULT & RISK PURCHASE

- 12.1 The AAI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part in any or the following events.
 - 12.1.1 If the Contractor fails to perform any other obligation(s) under Contract.

12.1.2 If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as AAI may authorize in writing) after receipt of the default notice from AAI.

12.2 As a penalty to the Contractor the AAI shall en-cash Contract Performance Bank Guarantee. The AAI in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to AAI. The balance unfinished work of the project will be got done by fresh tendering on Contractor's risk and that extra expenditure will be recovered.

13. **TERMINATION FOR INSOLVENCY**

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

14. **SET OFF**

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

15. **NOVATION CLAUSE**

"Notwithstanding anything contained in this agreement, Parties agree that during the Concession Term, in the event the Authority opts to transfer its rights such as operation, maintenance, development etc. of the Airport to a third party under PPP model or in any



manner as may be decided by AM/Government of India, then the Authority shall have the right to assign/novate/alter this Agreement, in favor of such third party, to which concessionaire hereby gives their consent unconditionally and Authority will not be bound to obtain any further consent of concessionaire. Such assignment/novation/alteration would release Authority of all liabilities and obligations arising under this agreement from and after the date of assignment/novation/alteration and the rights and obligations of Authority under this Agreement and other arrangements entered into in accordance with the provisions of this Agreement shall be vested in such third party. The Parties, along with relevant third party shall execute necessary documentation or put in place necessary agreements for the aforesaid assignment/novation/alteration as and when need arise."



SECTION - IV

SPECIAL CONDITIONS OF THE CONTRACT

- 1. **Period of contract:** This contract is for a **period of one year commencing from "Service Commencing Date" as indicated in the contract document.**
- 2. In charge (Stores) is the in-charge for the purpose of implementation & monitoring of the contract.
- 3. In the event of irreparability of an item / component which is under the purview of this contract the 'Contractor' shall have to replace the item / component with equivalent or a higher / better item / component within 7 days of reporting of such case.
- 4. The contractor shall undertake:
 - 4.1 to execute the agreement as prescribed by Authority and abide by the Terms and Conditions of the Agreement.
 - 4.2 to abide by all the rules and regulations and code of conduct for his / their employees that may be laid by the Airports Authority of India from time to time.
 - 4.3 to pay the necessary fee levied by AAI/BCAS for issue of PIC.
 - 4.4 to state that AAI will not, in any manner, be responsible for any loss / damage that might be caused due to the negligence of his / their manpower. He / they shall be responsible for settling any claim / compensation against all damages and accidents caused due to negligence on the part of his/their employees and keep AAI indemnified from any compensation / liability.
- 5. The payment shall be governed by the Govt. policies and any taxation applicable at source shall be deducted from the payment. In case of any such deduction, the necessary certificate in due format shall be provided by AAI.
- 6. Exclusion of Items from contract / Termination of Part / Full Contract: AAI at its sole discretion may not award an ARC for all the items included in the NIT and may exclude some of the items which may have become obsolete over the period of time or may have been replaced / upgraded by AAI. AAI may also at its sole discretion terminate the contract for some of the items which have become obsolete or have been replaced / upgraded by AAI during the contract. The contract value of such items shall not be paid in the subsequent bills. The ARC can be terminated by either AAI or contractor with notice of three months.
- 7. The contract agreement shall be executed on a non-judicial stamp paper of appropriate value and the cost of the same shall be borne by the contractor.
- 8. Once the bidder has given unconditional acceptance to AAI's tender condition in its entirety, they are not permitted to put any remarks / conditions. In case the conditions mentioned above is found violated even after opening the Financial Bid, the tender shall be summarily rejected. AAI shall without prejudice to any other remedy, be at liberty to forfeit the full said earnest money absolutely.
- 9. The work shall be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by the AAI and nothing extra shall be paid on this account.
- 10. The Contractor shall take comply with proper and legal orders and directions of the local or public authority or Municipality and abide by their rules and regulations and pay all fees and charges, which may be liable.
- 11. Any notice required to be served on the Contractor under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority.



- 12. The period of notice given under this agreement will count from the date of receipt of notice by either side.
- 13. Subject as herein before otherwise provided all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority may be given or taken on behalf of the Authority by the Airport Director or any other officer for the time being authorized by or entrusted with functions, duties and powers of the Airport Director in respect of Airport under his charge.
- 14. In the event of any breach of the terms and conditions and duties to be performed by the Contractor, the Authority may without prejudice to other rights and remedies be entitled to forfeit the security or any part thereof and in such an event he shall pay such additional sum immediately as may be called by the Authority to pay so that the Security Deposit shall at all times during the continuance of this contract, be the above said sum. On the expiration or earlier determination of the term of the contract, the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid to him without interest.
- 15. In the event of any restrictions being imposed by the Security Agency, AAI or any other authority having jurisdiction in the area on the working or movement of labor / material, the Contractor shall follow such restrictions and nothing extra shall be payable to the contractor on this account.
- 16. No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever, during the execution of the work. The contractor shall be fully responsible for any damage to the Government property and in case of any damage he shall make good the same at his own cost.
- 17. A bidder should quote in figures as well as in words the rate(s) tendered. The amount for each item should be worked out and the requisite totals given.
- 18. **Standards:** The requirements given in this document are firm and no deviation of any kind is acceptable.
- 19. **Prices:** Price shall be Inclusive of GST and all taxes & duties, what so ever including excise duty, sales tax, octroi, work contract tax, labour, tools & plants, packing, freight/ transportation & insurance up to the site, loading, unloading, fee(s) for testing, license, inspection documents etc. where applicable.

AAI does not provide any concessional forms/ certificates/ permits towards any taxes, duties & other levies like sales tax, customs duty, road taxes/ permits, etc. Prices shall be firm throughout the contract period.

20. **Payment Terms:** Payment shall be released by AAI after satisfactory completion of the work on production of Tax Invoice as per GST norms where breakup of base price and GST clearly mentioned. All payments shall be through ECS. To enable ECS the vendor shall give the bank account and other details.

21. Security Deposit:

21.1 **Bank Guarantee:** The Security deposit will be accepted in the form of performance bank guarantee of 3% of the total order value to AAI in the form of irrevocable and unconditional bank guarantee furnished by any of the scheduled bank as per the Performa attached as Annexure V. The bank guarantee shall be valid till 90 days after the end of the period of ARC.



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AIRPORTS AUTHORITY OF INDIA DABH Airport, Indore

21.2 **BG VERIFICATION:** AAI has made arrangement for Verification of Bank Guarantees received by AAI from Vendors/Customers/Concessionaires through Structured Financial Messaging System (SFMS) of ICICI bank. It has to be done as mentioned in **Annexure-VII**.

21.3 AAI Bank & Account details for preparation of Bank Guarantee are as follows:

| 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 | : AAIINDORE |

21.4 While submitting the documents to BG issuing bank, the Vendors / Customers / Concessionaire / Bidder will also **submit letter to the issuing bank as per the format mentioned in the Annexure-VII.** Bidder to attach a copy of the SFMS BG confirmation message sent by the BG issuing Bank to ICICI Bank along with original BG document.

22. Delay & Non-Conformance

In case of the late action taken by the contractor to fulfill the job schedule of the contract, AAI has the right to cancel the order wholly or in part thereof without any liability to cancellation charges and get the job done elsewhere in which case the successful bidder shall make good the difference in the cost of work elsewhere and price set forth in the order with the successful bidder.

Bid Manager (Stores) For the Airport Director AAI, DABH Airport Indore (MP)

Above all the conditions will forms the part of an agreement, which will be executed by the party on the stamp paper of suitable value.



SECTION-V

Scope of work and Schedule

List of Items to be Purchased under Annual Rate Contract

| SN | Description of Item | Qty | Page Size | No. of Pages | Format |
|----|---|------|------------|-----------------|---------------|
| 1 | Register with Binding and Page Number | Each | A-4 | 100 | As Per Sample |
| 2 | Register with Binding and Page Number | Each | A-4 | 200 | As Per Sample |
| 3 | Register with Binding and Page Number | Each | Legal | 50 | As Per Sample |
| 4 | Register with Binding and Page Number | Each | Legal | 100 | As Per Sample |
| 5 | Register with Binding and Page Number | Each | Legal | 200 | As Per Sample |
| 6 | Receipt Book with binding, page number & carbon copy | Each | 12.5X19cm | 100 | As Per Sample |
| 7 | Entry permit book with binding, page number & carbon copy | Each | A-5 | 100 | As Per Sample |
| 8 | Envelope white | Each | 10X23cm | 1 | As Per Sample |
| 9 | Envelope white | Each | 12.5X27.5m | 1 | As Per Sample |
| 10 | Envelope Buff laminated Yellow | Each | 24.5X31cm | 1 | As Per Sample |
| 11 | Envelope Buff laminated Yellow | Each | 30X42cm | 1 | As Per Sample |



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AIRPORTS AUTHORITY OF INDIA DABH Airport, Indore

Annexure-I

Unconditional Acceptance Letter

(TO BE SUBMITTED in e-cover2)

To,

THE AIRPORT DIRECTOR **AIRPORTS AUTHORITY OF INDIA**, DABH AIRPORT, **INDORE-452005.**

Sub: Submission of Tender for Annual Rate Contract for supply of Printed Stationery Items for 01 year at D.A.B.H Airport, Indore (M.P) (TENDER NO:

Sir.

Acceptance of Terms & Conditions of Tender

Having examined the conditions of contract and specifications including addenda, I/we, the undersigned, offer to undertake Annual Rate Contract for supply of Printed Stationery Items for 01 year at D.A.B.H Airport, Indore (M.P) in conformity with the specifications,

terms & conditions of Tender.

i) I/We agree to abide by the terms and provisions of the said conditions of the contract and provisions contained in the notice inviting tender. I/We hereby unconditionally accept(s) the tender conditions of AAI's tender documents in its entirety for the above work. It is certified that I/we have not stipulated any condition(s) in our tender offer. In case any condition(s) are found in our tender offer violated after opening tender, I/We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the EMD absolutely.

ii) I/We hereby submit the earnest money of ₹ 12,400.00 (Rs Twelve Thousand Four Hundred only) Online or I/We hereby submit the Exemption Certificate as MSME for the Tender of the above mentioned work.

iii) Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

iv) That, I/We declare that I/we have not paid and shall 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 shall immediately report it to the Appropriate Authority in AAI.

v) That, I/We undertake that AAI's tender document shall form part of contract agreement. We understand that you are not bound to accept the lowest or any bid, you shall receive.

Thanking you

Dated:

Yours faithfully

Signature of Bidder

| Name: | | |
|------------------|------|--|
| Telephone:. | | |
| Fax/Email/Stamp. | | |



Annexure-II

To be submitted with e-Cover 2"

TO WHOM SO EVER IT MAY CONCERN

(TENDER NO:

)

(Scanned copy of the filled up & duly signed format below shall be uploaded)

| I/We | hereby | declare | that | my/our | firm/agency |
|------|--------|---------|------|--------|-------------|
| | | | | | |

or its partners or its directors **have not been blacklisted** 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 Indian state/Central governments departments or public sector undertaking of India.

We/I further undertake that at any stage of evaluation, if it is found that we /I (the bidder firm) have given wrong or misleading information then our bid can be summarily rejected.

(Signature of Bidder/authorized signatory)

NAME OF THE SIGNATORY: ADDRESS OF THE FIRM/AGENCY: Date:



Annexure-III

To be submitted with e-Cover 2"

TO WHOM SO EVER IT MAY CONCERN

(TENDER NO:

)

(Scanned copy of the filled up & duly signed format below shall be uploaded)

<u>वचनबंध/Undertaking</u>

I/We hereby declare that my/our firm, having Office address has been registered under Goods & Services Tax (GST) & compliant of GST provisions.

(Signature of Bidder/authorized signatory)

Date:



ANNEXURE - IV

"To be submitted with e-Cover 2"

(Scanned copy of the filled up & duly signed format below shall be uploaded)

General Compliance

Note: Bid shall be rejected in case of Non-compliance.

| S. No. | REQUIREMENT | Statement of Compliance & Agreement (Yes/No) |
|-----------|--|--|
| 1 | Eligibility of the bidder as per Tender Terms & Conditions (as per Section-I). | |
| 2 | General Instructions/Guidelines to Bidders (Section-II) | |
| 3 | General Terms & Conditions of the Contract (Section-III) | |
| 4 | Special Conditions of the contract (Section-IV) | |
| 5 | Scope of work and schedule (Section-V) | |
| 6 | Terms & Conditions regarding Price/Financial Bid | |

Name & Address of the Firm _____

DECLARATION

I (.....) hereby declare that the documents submitted/ enclosed are true and correct. In case any document at any stage found fake / incorrect, my EMD may be forfeited.

(Signature of bidder/authorized signatory)

Date:

Name & Address of the Bidder _____

Telephone & Fax Nos.

Mobile_____

E-mail Address _____

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<u>ANNEXURE – V</u>

PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE

Ref : _____

Bank Guarantee No : _____ Date: _____

To AIRPORTS AUTHORITY OF INDIA, DABH AIRPORT, INDORE - 452005

Dear Sir,

In consideration of the Chairman, Airports Authority of India (hereinafter called "AAI"), having offered to accept the terms and conditions of the proposed agreement between Airports authority of India and _____(hereinafter the called "the said Contractor(s)") for works _____(hereinafter called "the said Agreement") vide order No dated having agreed to production of irrevocable Bang Guarantee for Rs. ______ only) as a security/guarantee from the (Rs. contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

| We | | | | _ (] | [ndi | cate | the name | of t | he l | Bank) | (herein | after | referred | to | as | "The |
|--------|--------|-----------|----|------|------|------|-----------|------|------|---------|---------|--------|----------|----|----|------|
| Bank") | hereby | undertake | to | pay | to | the | Chairman, | AAI | an | amou | int not | excee | eding | | | Rs. |
| | (| Rs | | | | | | (| only |) on de | emand | by AAI | | | | |

- 2. We ______ (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ______ (Rupees only).
- 3. We, the said Bank further undertake to pay to the Chairman, AAI any money so demanded not withstanding any dispute or disputes raised by the contractor(S) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.
- 4. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payments. We _______ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till project-in-charge on behalf of AAI certified that the terms and conditions of the said agreement

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _



have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We ______ (Indicate the name of the Bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to

Extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect so relieving us.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).

- 6. We ______ (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
- 7. This guarantee shall be valid up to ______ unless extended or demanded by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ______ (Rupees ______ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharge.

Dated the..... (Day) of..... (Month),..... (Year)

For _____(Indicate the name of Bank)



<u>ANNEXURE – VI</u>

CHECKLIST FOR SUBMISSION OF BIDS

e-Cover-1: Fee Bid

A. Proof of Online submission of Tender Fee of Rs. 1,180.00 or Scanned copy of Exemption certificate.

B. Proof of Online submission of EMD of Rs. 12,400.00 or Scanned copy of Exemption certificate.

e-Cover-2: Pre-qualification cum TECHNICAL BID

- A. Scanned copy of duly signed and stamped **Unconditional Acceptance of AAI Tender Terms and Conditions in the format as given in Annexure-I** of tender document.
- B. Scanned copy of **'Undertaking' regarding not been Blacklisted** / Debarment on Company's Letter Head. (**Annexure-II**)
- C. Scanned copy of the valid **PAN** (either of the firm or the proprietor).
- D. Scanned copy of the **GST registration**.
- E. Scanned copy of the **Registration of firm**.
- F. Scanned copy of **Work Completion Certificate** for Experience as per Para (2.2 & 2.3) of Section-I.
- G. Scanned copy of **Work Order** showing value of work for Experience as per Para (2.2 & 2.3) of Section-I.
- H. Proof of Annualized Average Financial Turnover for last 3 years as per Para 2.4 of Section-I.
- I. General Compliance: Compliance Statement as per format given in Annexure-IV.
- J. Declaration by bidder: As per format given in Annexure-IV.

Note: Bidders shall upload the scanned copy of all the above documents in readable form. All documents shall be digitally signed.

e-Cover-3: (Financial BID)

A. Price Schedule: BOQ

AUTHORIZED SIGNATURE

NAME OF THE SIGNATORY NAME & ADDRESS OF THE BIDDER WITH SEAL



<u>ANNEXURE – VII</u>

Advisory: For Applicant and its BG Issuing Bank Branch

It is to be noted that along with physical BG; we have also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform.

1. For availability of BG in this platform, 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.

2. 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.

Request you to notify your bank (BG issuing bank) to update below details at time of submission of BG Issuance/amendment request to their respective banks:

BG advising message - IFN 760COV/ IFN 767COV via SFMS IFSC CODE: ICIC0000007 Corporate Name- Airports Authority of India

| Field Number | Particulars to be mentioned in Row1 |
|--------------|-------------------------------------|
| 7037 | AAIINDORE |

Please note that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV.



| by a | pplicant to BG issuing bank» | |
|-------------------------------------|---|------------------------|
| | | |
| Date: | | |
| The Manager, | | |
| (Bank), | | |
| (Branch) | | |
| Sub: Inclusion of unique identified | er code of AAI while transmitting BG | cover messages where |
| beneficiary bank is ICICI Bar | nk (IFSC-ICIC0000007). | |
| | | |
| Dear Sir/Ma'am, | c. | |
| field 7037 of the SFMS cover mes | quest you to include unique identifie sages IFN COV 760 (for BG issuance) a g the same to the beneficiary b | nd IFN COV 767 (for BG |
| Thanking You, | | |
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| (Vendor/Customer/Concessionai | re) | |
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