

Cost of Tender: Rs. 590/-

**Airports Authority of India
Biju Patnaik International Airport
Bhubaneswar-751020**



**भारतीयविमानपत्तनप्राधिकरण
AIRPORTS AUTHORITY OF INDIA
BPI Airport, Bhubaneswar – 751020**

**Notice Inviting E-Tender
सूचना आमंत्रित ई-निविदा
“SITC OF X-BIS ROLLER AT BPI AIRPORT, BHUBANESWAR.”**

**ई-निविदासंख्याई-प्रोक्योरमेंटपोर्टलपर :
E-Tender No. on e-procurement Portal:**

**ई-निविदामूल्य: ₹ 590/- (18% जीएसटी सहित)
E-TENDER COST: Rs. 590/-(Inclusive of GST @ 18%)**

**Name of Bidder: _____
Address of Bidder: _____
Date of uploading on e-portal: _____**

**AIRPORT DIRECTOR,
BPI AIRPORT
BHUBANESWAR**



AIRPORTS AUTHORITY OF INDIA

Notice Inviting Tender

Tender No: [AAI/BBSR/CNS/EC-55792/NIT-003/2022-23](#)

Tenders are invited by Airport Director, BPI Airport , Bhubaneswar on behalf of Chairman, Airports Authority of India (AAI) for the work as detailed below:

Name of Work: SITC of XBIS ROLLER AT BPI AIRPORT, BHUBANESWAR.

CPP Portal Tender ID : 2022_AAI_119964

Estimated Cost: Rs. 1777219.00 (excluding GST)

For further details like tender, corrigendum/addendum and registration please visit CPP portal at Website: <http://etenders.gov.in/eprocure/app>

E-mail: apdbbsr@aai.aero; Tele-Fax: +91-674-2596317

Airport Director

AAI, BPI Airport

Bhubaneswar

Last date of submission of tender is 09/07/2022, 1500hrs

For other details please visit Website :

- <http://etenders.gov.in/eprocure/app>
- www.aai.aero – E-tender–NIC-CPP PORTAL

Sd/-

(Airport Director)

BPI Airport, Bhubaneswar.

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SECTION-I**NOTICE INVITING TENDER (3 BOT – 3 ENVELOPE OPEN TENDER)****E - Bid No: AAI/BBSR/CNS/EC-55792/NIT-003/2022-23**

Tenders are invited through CPP E- Tendering portal by Airport Director, AAI, BPI Airport, Bhubaneswar-20, on behalf of Chairman, A.A.I. from the eligible bidders for the works as detailed below.

The Central Public Procurement Portal specified throughout this document is the online system for Bidders to submit their Tender packages.

More information useful for submitting online bids on the Central Public Procurement Portal may be obtained at: <http://etenders.gov.in/eprocure/appand> www.aai.aero --- E-Tender--- NIC-CPP PORTAL

1.1 Details of works: SITC OF XBIS ROLLER AT BPI AIRPORT, BHUBANESWAR**1.2 Estimated Cost (Excluding GST):- : ₹ 1777219.00****1.3 Tender fee and EMD will be paid by way of offline payment.**

Estimated cost of the purchase / work & the EMD are as given below:

S. no.	Name of the Work	Estimated Cost in INR (Excluding GST)	EMD in INR	Tender Submission Last Date	Cost of tender fee in INR (Inclusive of GST)
01.	SITC XBIS ROLLER AT BPI Airport.	1777219.00	35544.00	09/07/2022	590.00

1.4 The critical dates for this tender are as given below.

Schedule of Important Activities.	Date & Time
Tender publish date	22/06/2022, 1800 hrs
Fee folder Opening date	11/07/2022, 1500 hrs
Document Download/Sale start date	22/06/2022, 1800 hrs
Document Download/Sale end date	09/07/2022, 1400 hrs
Clarification Start Date	23/06/2022, 1000 hrs
Clarification end date	29/06/2022, 1800 hrs
Bid submission Start date	22/06/2022, 1800 hrs
Bid submission end date	09/07/2022, 1500 hrs
Last date and time of submission for Demand Draft against EMD and Tender Fee and to reach AAI.	11/07/2022, 1400 hrs
Opening of PQQ/Technical bids	11/07/2022, 1500 hrs
Opening of financial bids	22/07/2022, 1500 hrs

1 Eligibility Criteria :-

1.1.1 The bidder should be Original Equipment Manufacturer OEM or its authorized representative (AR) or System Integrator (SI).

- 1.1.2** In case of authorized representative current authorization (sales/service) from OEM needs to be submitted. Credentials (financial turnover & experience as mentioned below) of bidder only will be considered for evaluating eligibility criteria.
- 1.1.3** In case of authorized representative, current authorization from OEM Authorizing the bidder as its **authorized representative/Authorization for current tender shall be submitted**. The authorization shall be valid for minimum one year and should have been issued before date of PUBLISH of this tender.
- 1.1.4** In case of original manufacturer, Proof of being **Original Equipment Manufacturer** shall be submitted.
- 1.1.5** In case of System Integrator (SI), **authorization of OEM(s) firm** for their product for the current tender shall be submitted.
- 1.1.6** **System Integrator** firm is one who sources sub-systems from one or more OEM(s) firms and integrates the same with its own manufacturing/ developing subsystem(s), to supply fully functional system as per prescribed specifications. Current Authorization of OEM firm authorizing the bidder firm for its product(s), spare, sales and service shall be presented by the bidder firm.
- 1.1.7** Bidder firm shall submit an undertaking stating its firm or its partners or its Directors **have not been black listed** or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/ World health Organization etc., or any Indian State/Central Governments Departments or Public Sector Undertaking of India. **(Annexure-XI)**
- 1.1.8** No bidder firm or its subsidiary firm or its parent firm shall be allowed to submit alternate bids. Such bids shall be summarily rejected. Bidder firm shall submit an undertaking stating the same.
- 1.1.9** The bidder firm shall possess the required tools, plants, skilled manpower, etc. required for execution of the subject scope of work in the tender. Bidder firm shall submit an **undertaking stating** that no part of the scope of work shall be sublet or outsourced to any third party.
- 1.1.10** The bidder shall not be permitted to tender for works in AAI, (responsible for award and execution of contracts) in which his near relative is posted as officer in any capacity between the grades of Executives and Non Executives (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in AAI. Any breach of this condition by the contractor would render him liable to be debarred from participating in current/future Tender. **(Annexure-XII)**
- Note:** By the term near relative is meant wife, husband and parents, grandparents, children and grandchildren, brothers and sisters, uncle, aunt and cousin and their corresponding in laws.

2 Annualized average financial turnover:

Details	Amount(INR)	Duration
Bidder should have annualized average financial turnover of at least	533166.00	During last 3 years ending 31 st March of previous year.

As a proof of financial turnover, copy of abridged Balance Sheet along with Profit & Loss account of the bidder for last three years should be submitted.

3 Experience :-

The bidder should have successfully executed work order for Supply of Gravity Roller for Industrial use meeting any one of the following criteria during last seven years ending on bid submission end date as per critical dates. The bidder shall submit copies of relevant purchase orders in proof of experience of works claimed by him under this Para.

S. No.	Details	Amount(INR) (Value criteria)
1.	One order of value more than or equivalent to	1421775
2.	Two orders each of value more than or equivalent to	888609
3.	Three orders each of value more than or equivalent to	710888

OR

S. No.	Details	QUANTITY IN NOS (Qty Criteria)
1.	One order of Qty more than or equivalent to	8
2.	Two orders each of Qty more than or equivalent to	5
3.	Three orders each of Qty more than or equivalent to	4

4 Performance/Experience Certificate:

4.1.1 Bidder must submit performance/experience certificate in respect of the works claimed against experience as mentioned under Para 4. These certificates should be issued by the end user for whom the works have been carried out. Certificate shall be 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.
- v. Certification from end user that the supplied & installed systems have performed satisfactorily after commissioning.
- vi. For all those bidders/contractors submitting experience certificate issued by Private Organizations and not by Govt./Semi Govt./PSU, the bidder is required to submit TDS Certificate for the cost of work done.

4.1.2 The scope of works in respect of works claimed against Para 4 above, should be substantiated by submission of appropriate documentation such as relevant portion of the contract. Contact details of end user including mail id, contact no shall be shared for any verification purpose.

5

The bidder should have valid PAN and GST registration. Bidder shall submit an undertaking that they are registered for GST and compliant to GST provision (Annexure -XV). In case of non-compliance of GST provision and blockage of any input credit the bidder shall be responsible to Indemnify AAI.

5.1 The tender for the offered system cannot be submitted both by the OEM and its authorized representative/ registered supplier. In such case, the application of OEM alone will be considered and the tender of the authorized representative/ registered supplier will be rejected.

- 5.2** The bidder as authorized representative/ registered supplier can participate on behalf of only one OEM for specific product.
- 5.3** No bidder firm or its subsidiary firm or its parent firm shall be allowed to submit **alternate bids**. Such bids shall be summarily rejected.
- 5.4** Concessions to Indian Micro & Small Enterprises (IMSEs) units will be given as per the provisions of public procurement policy for MSEs [Micro & Small Enterprises] registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom etc
- 6.** The tender fee (INR 590) should be paid as mentioned in **Para 1.3 of Section-1**. The tender fee is non-refundable. Tender fee shall be paid to AAI, off-line.
- 7.** The bidder shall provide Earnest Money Deposit (EMD) as described in this section. Tenders not accompanied by the requisite EMD or proof of exemption from EMD, shall be rejected. EMD of BIDDER shall be accepted in online mode.

Bidders are required to pay the cost of Tender Fee of **Rs.590/- (Rupees Five Hundred Ninety only)** (non-refundable) and EMD of **Rs.35,544.00/- (Rupees thirty five thousand five hundred forty four only)** **ONLINE through CPP Portal only**. **State bank of India (SBI)** has been authorized as a Nodal Bank and its payment gateway has been integrated /mapped with CPP Portal for the collection of Tender Processing fee and EMD through e-procurement portal from various bidders participating in e-Tendering /e-Procurement process

- 7.1** Bid received without tender fee and EMD will be summarily rejected unless bidder is exempted from paying same as per Govt. of India Guidelines.
- 7.2** **MSE/NSIC/CPSU Registered Bidders shall** upload copy of valid MSE Registration Certificate for the purpose of verifying their claim for exemptions as per Govt. of India Guidelines.

Purchase Preference Under the Policy of Government of India – Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 is applicable for this bid process:

- 7.3** The EMD of the unsuccessful bidder shall be returned, on award of contract to successful bidder and EMD of bidder who are not qualified in initial eligibility requirement or Technical qualification, EMD shall be refunded after Prequalification/ Technical evaluation without any interest.
- 7.4** Any bid submitted with changed or altered or modified or conditional language /contents of the attached Annexures -I to XV, the Bid of the firm liable to be rejected. All Annexure shall be submitted in PQQ bid unless otherwise advised alternatively.
- 7.5** The Bidder shall provide to AAI the requisite Bank Account details for return of EMD.
- 7.6** No interest or any other expenses, whatsoever, shall be payable by AAI on the EMD in any manner.
- 7.7** The Bidder shall pay all banking charges (and any other expenses incurred in this regard).
- 7.8** **Return, Cancellation & Forfeiture of EMD**
- 7.9** If a Bidder withdraws from the Tender process for any reason deemed unsatisfactory in the sole opinion of the AAI, their EMD will be encashed and forfeited.

- 7.10** Should the AAI cancel this Tender process, AAI will return the EMD of all Bidders for whom the EMD was not already forfeited and encashed without any interest.
- 7.11** In case AAI declare bidder as L-1, failing receipt of the Letter of Unconditional Acceptance in the time specified, it will be construed that the Bidder is not interested in the offer, and therefore has chosen not to accept the Letter of Intent. In such case, EMD will be encashed and forfeited.
- 8** This tender is called through the electronic tendering process and can be downloaded from the e-tender portal of : <http://etenders.gov.in/e procure/appand www.aai.aero --- E-Tender--- - NIC-CPP PORTAL>
- 9** The tenders will not be accepted in any other form. Further it may be noted that tenders which are duly submitted on e-tendering portal, AAI shall only be final and tenders just saved without submission will not be available for evaluation.
- 10** Any amendment or corrigendum to the tender document will be posted on E-tender portal. Those bidders, who purchase the tender document by paying the tender fee, will be intimated of any amendment/corrigendum by e portal/E-mail only. For the bidders, submitting bids on downloaded tender document, it is bidders' responsibility to check for any amendment/corrigendum on the website or check for the same from the tender issuing authority before submitting their duly completed bids.
- 11** Following e-envelopes shall be submitted through online submission at e tender -portal (E-TAPS) by the bidder.

PACK-1(FEE) : -EMD copy, Tender fee copy, unconditional certificate copy (Annexure and MSE registered document if applicable.

Pack –II : - PQQ and eligibility bid document, Technical bid document through e-portal

PACK–III : - The Financial e-Bid through e-portal.

a. FEE – : -Processing fee and EMD for on line e-Tendering

S No.	PQQ Bid e-Documents (PDF)	e-File :Named As
A	Tender fee paid/Exemption from paying tender fee	Scanned copy of tender fee/related document
B	EMD paid/Exemption from paying EMD	Scanned copy of tender fee/related document
C	Letter of un conditional acceptance of terms and condition of Tender as per Annexure -VII	Acceptance letter as per Annexure -VII
D	Valid MSE registered certificate copy if applicable.	Scanned copy of original
E	GSTN&PAN document	Firm/Company Details

b. (Pack –II PQQ Folder): List of documents to be uploaded in the Eligibility Bid

The Bidder shall submit their application by downloading the "PQQ Performa" from the e – tendering portal, fill-up the required information and upload the digitally signed file of scanned documents and firm's bio-data in support of their meeting each criteria mentioned below in the "PQQ Folder" 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.

S No.	Eligibility Bid e-Documents (PDF)	DETAILS
A	Proof of Experience of Works claimed. (copy of relevant pages of PO / Work Order issued by the customer)	Experience PO-01 Experience PO-02 Experience PO-03
B	Proof of completion (Completion Certificate issued by the customer) with complete details of works claimed	CC-01, CC-02 & CC-03
C	A letter of bidder having details of customer of works claimed for experience including postal address, official Phone Number, Email Address and URL (if any).	PO-Customer –Details
D	Audited Balance Sheet during last three years ending 31st March of previous year.	ABS-2020-21 ABS-2019-20; ABS-2018-19
E	Power of Attorney (POA)(In case of Signatory is other than Director of a Company or Proprietor / Partner of the Firm)	POA
H	OEM Authorization & Toll free number (India) details for technical assistance	(Name of OEM)
I	Details of the Vendor Firm/ Company: Format enclosed as Annexure-X of the tender document	Vendor Details
J	Declaration-1, Declaration-2, Declaration-3, Declaration-4, Declaration-5 By The Contractor/ Bidder (Annexure-XI-XV)	Declaration-1, Declaration-2, Declaration-3, Declaration- 4, Declaration-5
K	Any other eligibility related documents as per tender document.	Other Docs

Technical Bid - The Technical e-Bid (Folder) through e-portal in Pack -II

S No.	Technical Bid e-Documents (PDF)	e-File :Named As
A	Signed Tender Document including Corrigendum (If any).	Tender Doc
B	List of make & Models offered including HSN(TAX CODE) in the tender as per Annexure-I.	Make-Model
C	Duly Filled Compliance Statement as per Section V with supporting documents/literature.	Compliance Statement
D	Supporting Documents/ Brochures/Literature in support of technical specifications should be clearly highlighted with specifications as per Section V.	Support Docs
E	Rate of Statutory Taxes such as GST if any without price information.	Scanned copy

c. Financial Bid – (Folder) Pack -III: -

The Financial e-Bid shall be submitted (.xlsx format) as per provision and guidelines of e-tendering portal. Price bid format is given in **Schedule A**. No further content shall be added in price bid format except the pricing information.

Bid Opening Process is as below

d. **FEE-I: -** Containing Documents of fee paid and other document as per 11 (a) for pre – qualification bid (uploaded by the contractors / firms). The intimation regarding acceptance / rejection of their bids will be intimated to the contractors / firms through e-tendering portal/Email.

e. **PQQ/Technical Bid –II: -**

PQQ/Technical bid open, as mentioned in **Para 1.4 of Section-1** (Depending on pre-qualification, any changes in the date shall be intimated through **“Notification to Bidder”** section) If any clarification is needed from the bidder about the deficiency in his uploaded documents in PQQ/ Technical bid document , bidder will be asked to provide it through e – tendering portal. The bidder shall upload the requisite clarification / documents within time specified by AAI, failing which tender will be liable to rejection.

f. **Financial Bid – III:**

i. The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be opened as mentioned in **Para 1.4 of Section-1**. (Depending on Technical Bid evaluation any changes in the date shall be intimated through **“Notification to Bidder”** section). AAI reserves the right to accept or reject any or all application without assigning any reasons. AAI also reserves the right to call off process or short-listing of contractors at any stage without assigning any reasons.

12 Bidders shall quote prices inclusive of all statutory taxes and Duties **Excluding GST**. GST Charges / Rate of GST and Tax code shall be quoted/ mentioned separately. AAI shall reimburse the GST as per Rules on submission of necessary supporting document of Govt of India regarding applicable GST charges/proof of GST paid for each item at the time of execution of each milestone.

13 **Address for Correspondence:** Applications and enquiries regarding clarification/interpretation in connection with this pre-qualification notice should be addressed to:

Airport Director

Airports Authority of India

B.P.I. Airport

Bhubaneswar-751020

Fax: 0674-2596302

14 AAI shall not be responsible if bidder fails to upload tender in time.

DECLARATION:

1.1 The terms and conditions given in **Section I** of this Tender Document of AAI are read understood and hereby accepted unconditionally and shall be complied with. I/We agree to abide by the terms and conditions given in **Section I**, contained in this section of Tender Document and shall form part of contract conditions and provisions. I/We hereby unconditionally accept(s) these terms and conditions given in **Section I** of AAI's tender documents in its entirety for SITC OF XBIS ROLLER BPI AIRPORT, BHUBANESWAR.

It is certified that I/we have not stipulated any condition(s) in our bid response/offer. In case any condition(s) are found in our bid response/offer, the same shall be treated as withdrawn.

.....

- Sd/-
Airport Director
AAI, BPI Airport, Bhubaneswar
For& on behalf of Chairman,

Section-II

Guidelines to Bidders

Tender document

The tender document consists of five sections and annexure. The bidder shall go through all these sections (Section I- Notice Inviting Tender, Section II-Guidelines To Bidders, Section III-General Information and Guidelines, Section IV-Terms & Conditions, Section-V Technical specification and requirement (Part A, Part –B, and Annexure) of the tender document and shall comply with each clause of all the five sections and all annexure.

- 1.** Bidders willing to participate may download the digitally signed tender document on-line from CPP at: <http://etenders.gov.in/eprocure/app>

- 1.1. **E-Tendering Participation Requirements:** The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://etenders.gov.in/eprocure/app>

1.2. **REGISTRATION:**

- 1.2.1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 1.2.2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.2.3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.2.4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / e-Mudhra etc.), with their profile.
- 1.2.5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 1.2.6. Bidder can logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

1.3. **SEARCHING FOR TENDER DOCUMENTS:**

- 1.3.1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 1.3.2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 1.3.3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

1.4. PREPARATION OF BIDS:

- 1.4.1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 1.4.2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 1.4.3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 1.4.4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.5. SUBMISSION OF BIDS

- 1.5.1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 1.5.2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 1.5.3. Bidder has to select the payment option as “online” to pay the tender fee / EMD as applicable and enter details of the instrument. State bank of India(SBI) has been authorized as a Nodal Bank and its payment gateway has been integrated /mapped with CPP Portal for the collection of Tender Processing fee and EMD through e-procurement portal from various bidders participating in e-Tendering /e-Procurement process. **Scanned copy of Tender fee paid shall be uploaded in Tender Fee Pack-1 envelope.**
- 1.5.4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, so as to reach latest by the last date and time of bid submission. The details of the DD, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. **Scanned copy EMD shall be uploaded in Tender fee Pack-1 envelope or Otherwise the uploaded bid is liable to be rejected.**
- 1.5.5. Bidders should 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 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.
- 1.5.6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 1.5.7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the

Secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 1.5.8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 1.5.9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 1.5.10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

1.6. ASSISTANCE TO BIDDERS:

- 1.6.1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 1.6.2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 1.6.3. **For any technical related queries please call the Helpdesk The 24x7 Help Desk Number 0120-4200462,0120-4001002 Mobile:918826246593**, E-mail: support-eproc@nic.in

Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject while emailing any issue along with the contact details.

For any further technical assistance with regard to functioning of CPP portal the bidder may contact to the following AAI help desk numbers on all working days only between.

08:00 Hrs to 20:00 Hrs (Mon.-Sat.)

011-24632950, Ext. -3512 (Six lines), E-Mail: - eprochelp@aai.aero

09:30 Hrs to 18:00 Hrs (Mon.-Fri.)

011-24632950, Ext.-3523, E-Mail: - etendersupport@aai.aero, sanjeevkumar@aai.aero and snita@aai.aero.

09:30 Hrs to 18:00 Hrs (Mon.-Fri.)

011-24657900, E-mail: - gmitchg@aai.aero

E-Mail: support-eproc@nic.in

- 1.6.4. **For any Policy related matter /Clarifications Please contact Department of Expenditure, Ministry of Finance.**

E-Mail: cphp-doe@nic.in

- 1.6.5. **For any Issues /Clarifications relating to the publishing and submission of AAI tender(s).**

- 1.15.5.1. In order to facilitate the Bidder / Bidders as well as internal users from AAI, Helpdesk services have been launched between 0800-2000 hours for the CPPP under GePNICH<http://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal(CPPP).

- 1.15.5.2. Before submitting queries, bidders are requested to follow the instructions given in "**Guidelines to Bidders**" and get their computer system configured according to the recommended settings as specified in the portal at "**System Settings for CPPP**".

1.6.6. In case of any issues faced, the escalation matrix as mentioned below:

SL. No.	Support Persons	Escalation Matrix	E-MailAddress	Contact Numbers	Timings*
1.	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 (MON-SAT)
2.	Sr. Mgr(IT)	After 4 Hours Of Issue	sanjeevkumar@aai.aero	011-24632950, Ext-3505	0930-1800Hrs. (MON-FRI)
3.	AGM(IT)	After 12 Hours	snita@aai.aero	011-24632950, Ext-3523	0930-1800Hrs. (MON-FRI)
4.	General Manager(IT)	After 24 Hours	prabhakar@aai.aero	011-24651507	0930-1800Hrs. (MON-FRI)
5.	General Manager(IT)	After 03 Days	gmitchg@aai.aero	011-24657900	0930-1800Hrs. (MON-FRI)

***The Help desk services shall remain closed on all Govt. Gazetted Holidays.**

1.6.7. The above mentioned helpdesk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal. **For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI.**

1.6.8. AAI may at its discretion, extend/change the schedule of any activity by issuing an addendum/corrigendum on the e-procurement portal <http://etenders.gov.in/eprocure/app>. In such cases, all rights and obligations of AAI and the Bidders previously subject to the original schedule will thereafter be subject to the schedule as extended/changed.

1.6.9. The above mentioned helpdesk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal. **For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI**

1.6.10. AAI may at its discretion, extend/change the schedule of any activity by issuing an addendum/corrigendum on the e-procurement portal <http://etenders.gov.in/eprocure/app>. In such cases, all rights and obligations of AAI and the Bidders previously subject to the original schedule will thereafter be subject to the schedule as extended/changed.

Section-III

GENERAL INFORMATION AND GUIDELINES

1. Purpose & Scope:-

- 1.1 This document sets out the terms & conditions to be met in connection with SITC OF XBIS ROLLER AT BPI AIRPORT, BHUBANESWAR as per details given in the notice inviting Tender with specifications in **Section- V.**
- 1.2 This tender document includes details like quantity, delivery & support services for SITC work
- 1.3 The tender shall be valid for a minimum of 180 days from the date of opening of FEE/PQQ document.

2 Tender Document :

- 2.1 The tender document consists of five Sections and Annexure. The bidder should go through all these sections (Section-I :- Notice Inviting Tender; Section-II :- Guidelines To Bidders; Section-III:- General Information And Guidelines, Section-IV :- Terms & Conditions, Section V-Scope of work, Technical specification and requirement (Part-A, Part-B, Part-C, Part-D) of the tender document and must comply with each clause of all the five sections and Annexure.
- 2.2 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.
- 2.3 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.
- 2.4 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. The scanned copy of deviation sheet shall be uploaded along with the technical bid documents in case of E-tender.
- 2.5 Each and every page of submitted tender document including technical documentation should be serially numbered & indexed.

3 Technical Literature & Brochures, Language

- 3.1 One set of scanned copy of complete technical documentation comprising of Operations, Installation and Maintenance manuals including detailed Part List of the equipment shall be up-loaded along with the technical bid on or before the date of opening of PQQ as described in the tender.
- 3.2 As part of Technical Evaluation of the tenders, the compliance of the offered items to the specifications as stated in **Section V, Part B**, shall be verified from the technical manuals and documentation of the Items.
- 3.3 In case of any non compliance, same shall be filled up in **Section V, Part B remarks column.**
- 3.4 The scanned copy uploaded on the e-tender portal shall be treated as master copy and will be referred during PQQ and Technical evaluation process.

4 Address for Correspondence

All completed tender documents and enquiries regarding clarification/interpretation should be uploaded on CPP e-tender portal before the date prescribed in Tender. Address for Correspondence mentioned in **Para 13 of Section-I.**

5 Tendering Procedure:-

- 5.1 Tenders once submitted/uploaded shall be final and no amendment thereto shall be permitted. One bidder shall submit only one tender.
- 5.2 Tender shall consist of three processes – FEE, PQQ/technical bid and financial bid.

5.3 FEE document submitted/uploaded properly shall contain document as defined in sl no-11.a in **Section-I**

5.4 PQQ document submitted/uploaded properly shall contain document as defined in sl no-11.b in **Section-I.**

5.5 Technical bid submitted /uploaded / marked "**Technical Bid**" shall contain document as defined in sl. no 11.cof Section -I.

5.6 Financial Bid :

5.6.1 The pricing schedule document shall be submitted as per format is given in E-Portal.

5.6.2 Deviations in Statutory Taxes defined by Govt. shall be payable by AAI as per the terms and conditions defined under tender. No additional price break up is permitted.

5.6.3 Detailed List of deliverables – (Bill Of Quantity) with Part No., Make & Model number of equipment and accessories offered - fully meeting the operational and technical requirement as spelt out in Section V of tender. The above detailed list of deliverables should also be submitted along with the Technical Bid, however, the enclosure with Technical Bid shall be **without price information.**

5.6.4 **No condition, whatsoever, should be stipulated in this part.** Everything that the bidder has to say, regarding tender, other than pricing should be stated only in Technical Bid of the tender. If any conditions are stipulated in the Price Bid of the tender, **the tender is liable to be rejected.**

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

6 *Concessions to MSE registered Units will be applicable as per Govt. of India guidelines.*

7 *Opening of Tender Documents:-*

7.1 AAI shall open Pack I as per scheduled Tender Opening Date and Time. Authorized representatives of AAI shall download all the up-loaded documents against "FEE" and evaluate bids for Pre- qualification. Bidders may remain present at the venue i.e. AAI's premises during the opening of "FEE" or Bidders can monitor the "FEE" opening process On-line.

7.2 AAI will open PQQ/Technical bid as per schedule or changed schedule if any as intimated to PQQ qualified bidders. Bidders may remain present at the venue i.e. AAI's premises during the opening of Technical bid or Bidders can monitor the "PQQ/ Technical Bid" opening process On- line in case of E-Tender.

7.3 To shortlist PQQ/technically qualified bidder, Technical Bids of eligible bidders shall be scrutinized by AAI to ensure whether the same are in conformity with the operational requirement & technical specifications. Bidder should provide complete information to substantiate compliance of the technical specifications listed in the tender. In case of incomplete compliance statement or inadequate information, tenders shall be finalized on the basis of the information available. It shall, therefore, be in the bidders' interest to give complete and comprehensive technical particulars, description and details while submitting the bid.

7.4 AAI may seek clarifications on PQQ/ technical details or any other information deemed necessary. The queries raised should be replied positively within the time specified, failing which the evaluation will be done on the basis of the information available. **In case of E-Tender, Such queries raised on-line on e- portal shall be replied on-line/E-mail positively by the bidder, within the time specified, failing which the evaluation shall be done on the basis of the information available.**

- 7.5 The bidder shall not make any 'Suo-moto' changes in the drawings/specifications /designs etc.
- 7.6 Price/Financial Bid, of bidders found technically qualified by AAI shall be opened. In case of E-Tender, Date and Time of opening of financial bid shall be notified to successful bidders through e-Portal/Email. Bidders may present at the venue during opening of financial bid or can monitor On-Line the bid opening process.
- 7.7 **No correspondence shall be entertained from the bidders after opening of Price Bid of the Tender. Date of acceptance and opening of tender can be extended on sole discretion of Airport Director.**

8 Comparison and Evaluation of Tenders :

- 8.1 The tenders received and accepted will be evaluated by AAI to ascertain the complete scope contained in the tender document. The objective of the evaluation is to select a bidder that can provide the desired service with maximum efficiency and quality and meeting the Technical requirements defined in **Section V**.
- 8.2 In the evaluation of tenders, the overall quality and economy of the system offered will be kept in view. Strict compliance to tender clauses is essential.
- 8.3 At no cost to AAI, as a part of Technical Evaluation, bidders participating in this tender may be required to demonstrate operational and technical requirements or specifications, at a location considered fit by bidder in consultation with AAI.
- 8.4 Tenders meeting Technical bid criteria as specified herein shall only be informed and considered for opening and evaluation of financial bid. However, tenders not meeting Technical bid criteria will be informed through CPP portal for not meeting the technical bid criteria.
- 8.5 **The tenders found technically acceptable shall be compared on the basis of price quoted by the bidders for the entire scope of proposal in E-Tender price bid. Technically qualified bidders whose price bid are opened will be compared and contract will be awarded to L-1 bidder subject to complying all conditions of NIT. In case of any discrepancy in calculation/quote, Item rate quoted by bidder in price bid will be considered as correct for arriving at Grand Total price.**

9 Rejection & Return of Tender:

Airports Authority of India (hereinafter abbreviated as AAI) reserves the right to reject any or part of tender without assigning any reason. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it.

- 9.1 Tenders, in which any of the particulars and prescribed information is vague, missing or is incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. If the bidder gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the Contract, if awarded and forfeit the Earnest Money Deposit. AAI reserves the right to debar such bidders to participate in future tender.
- 9.2 The information contained in the tender should be comprehensive and to the point. The tenders containing information other than sought, with a motive to confuse or delay the finalization process are likely to be rejected.
- 9.3 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.

- 9.4 Should a bidder have a relation or relations employed in the capacity of an officer of AAI, the authority inviting tender shall be informed of the fact along with the offer, failing which AAI, at its sole discretion may reject the tender or cancel the contract and forfeit the Earnest Money Deposit.

10 Award of Contract

- 10.1 The acceptance of the tender will be intimated to the successful bidder by issuing letter of intent. On receipt of letter of intent successful bidder shall send unconditional acceptance of letter of intent to the **Jt. General Manager (CNS) Airports Authority of India, BPI Airport, Bhubaneswar** within seven working days of issue of letter of intent through Email /Fax/ Courier / by authorized representative or as deemed appropriate, failing which it should be constituted that he is not interested in the offer and hence not accepted the letter of intent unconditionally. In case letter of intent (LOI) is not accepted, the bidder will be debarred for participation in future AAI tender for certain period, to be decided by competent authority.
- 10.2 AAI shall issue the Work order to successful bidder on receipt of acceptance of letter of intent. Successful bidder shall return one copy of Work order within five working days as a confirmation to acceptance of terms and conditions of Work order duly signed by him on each page of the order.
- 10.3 Successful bidder has to enter into an agreement with AAI on terms and conditions mentioned in the tender, its corrigendum and technical queries and responses against which Work order has been issued.
- 10.4 AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.

11 Consignee:-

**Airport Director
Airports Authority of India
B.P.I. Airport
Bhubaneswar-751020**

12 Execution of Works

- 12.1 The works related to SITC OF XBIS ROLLER AT BPI AIRPORT, BHUBANESWAR .shall be carried out by the supplier and under the supervision of the In-charge CNS Unit of the BPI Airport or the nominated project officer as the case may be, according to the terms and conditions of the contract.
- 12.2 **Inspection of the works:** All material and each part or details of the work shall be subject to inspection by the CNS-In-Charge. The CNS-In-Charge or authorized representative shall be allowed to access all parts of the work and required information shall be furnished by the contractors.
- 12.3 **Unacceptable and unauthorized work:** All work that does not conform to the requirements of the contract or specifications will be considered unacceptable to AAI.
- 12.4 **Final acceptance:** Upon due notice from the contractor of presumptive completion of the entire project, AAI will make an inspection. If all installation/testing provided for and contemplated of the contractor is found to be completed in accordance with the contract, specification, such inspection shall constitute the final inspection. Subsequently SAT will be conducted
- 12.5 The bidder shall, at all time, employ sufficient labor and equipment for executing the work as per the contract, plan and specification. All workers shall have sufficient skill and experience to perform the works assigned to them. Workers engaged for special work or skilled work shall have sufficient experience in such work execution and in the operation of the equipment.

- 12.6 Workers shall follow security guide lines while working inside Airport Premises.
- 12.7 There shall not be any change in make and model of item supplied as mentioned in bid document without prior approval by AAI. All such items will not be accepted.

13 Currency of Quote

- 13.1 Currency of price quote against each item of "Price Bid" shall be **Indian Rupees** only.
- 13.2 This tender shall be an item rate tender and rate quotes of items shall be valid during the concurrency of the contract including extension of time limit / sought or granted by AAI.
- 13.3 **Prices quoted for all items shall be in Indian rupees Excluding GST** and inclusive of all the patents, duties, freight, insurance, handling charges, work contract tax, customs duties with all cess, excise, installation, testing & commissioning charges, In Air/Land/Sea transportation, incidental charges, octroi, permits, licenses, other statutory Tax if any , labourcess, any other Indian Central/ State tax, FAT/SAT cost, Demo Cost, Insurance, Salary & Bonus, PF, ESI etc... applicable in the overseas country of origin as well as in India and shall be included in all item rates as applicable up to site. **Nothing extra shall be paid on any account.** However for variation in quantities of items by AAI, the payment, allowed by AAI, shall be made on actual measurements, as per the rate quotes submitted to AAI in the price bid on prorated basis.
- 13.4 Within the tendered scope, AAI shall not pay extra to any bidder firm, any amount more than Price quotes in Indian rupees received from bidder firm against the tender. GST will be paid as per rules.
- 13.4.1 Bidder shall submit GST rate and Tax Code of statutory Indian Central/State taxes etc in the technical bid without price information so that on account of changes in Indian statutory regulations AAI can compensate same to bidder.**
- 13.4.2 However AAI shall not compensate to successful bidder firm, if AAI do not receive complete details of rate of GST and HSN code in technical bid and all liability for GST payment will be with bidder.
- 13.5 The bidder firm shall survey the **Rail / Road / Sea route** for transporting the system to respective site. If Road Permit is required requisite request shall be made by the bidder from Consignee site and Road permits/entry Tax/octroi/transportation etc is included in actual cost. Therefore actual cost of obtaining such Road Permits/Entry tax/Octroi etc. by AAI shall be payable by bidder firm or else the same shall be paid by AAI and cost with all demurrages for obtaining the same shall be deducted from its running bill payments.
- 13.6 Bidder shall quote/punch the rates in figures **(In English language only) on e-tender portal.**
- 13.7 Price quote information in total or partial shall not form part of "Technical Bid". **If Price quotes/price information are found in FEE, PQQ/ Technical Bid pack then such Bid response shall be summarily rejected.**

14 Conduct of the work:

All work shall be conducted in accordance with the code of ethics. Appropriate knowledge transfer must happen in applicable instances to enable the AAI officers associated with **project** installation to be self- sustainable.

15 PRE-BID SURVEY :

Interested bidder may visit the Airport for a pre-bid survey of sites to find out the dimension of XBIS, Fixing Mechanism etc and necessary clearance will be obtained from security Dept. for same. Desired documents for security clearance are to be provided by the interested bidders.

16 Declaration :

The terms and conditions given in **Section III** of this Tender Document of AAI are read understood and hereby accepted unconditionally and shall be complied with. I/We agree to abide by the terms and conditions given in **Section III**, contained in this section of Tender Document and shall form part of contract conditions and provisions. I/We hereby unconditionally accept(s) these terms and conditions given in **Section III** of AAI's tender documents in its entirety for the SITC of XBIS ROLLER AT BPI AIRPORT, BHUBANESWAR. It is certified that I/we have not stipulated any condition(s) in our bid response/offer. In case any condition(s) are found in our bid response/offer, the same shall be treated as withdrawn.

Signature of Bidder

Name:

Telephone:

Fax:

E-mail:

Stamp:

Section-IV

TERMS & CONDITIONS

1. STANDARDS

- a) Suitable/usable items complying the terms and condition of contract document from OEM or OEM Authorised agencies shall be supplied to meet the tendered items/equipments. Workmanship of all supplies shall be in accordance with the highest accepted international standards for this type of item/ equipment.
- b) The offered items shall not be declared as end of life and refurbished, it shall be currently under production and the supplies/items shall maintain 99.9% availability 99.9% reliability from the date of start of contract.

2. TIME/ DELIVERY SCHEDULE OF CONTRACT

- a) **EFFECTIVE DATE:** Date of acceptance of purchase order or within 10 days from the date of issue of contract order whichever is earlier.
- b) **FOR SUBMISSION OF PERFORMANCE BANK GUARANTEE TO AAI** not more than 30 **Calendar days** from the effective date.
- c) **FOR SIGNING CONTRACT ON AWARD** not more than 30 **Calendar days** from the effective date on Rs 100/- NON JUDICIAL STAMP PAPER.
- d) **FOR SUPPLIES at Site as a complete LOT as per consignee detail mentioned in section III para 11 :- 60 calendar days from effective date.**
- e) **FOR INSTALLATION, TESTING AND COMMISSIONING:15 Calendar days from Receipt of material at site & Readiness of site issued by AAI which is latter.**

3. LIQUIDATED DAMAGES

- a) **In case of delay in completion of the contract or each milestone of contract for supplies and Installation, liquidated damages (L.D.) shall be levied @ 1% of the total value of the uncompleted portion of work per week (part of week to be treated as one week) subject to a maximum of 10% of total contract value.**
- b) AAI, if satisfied, that the works can be completed by the bidder firm within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D.
- c) In the event of extension granted with levy of L.D., AAI shall be entitled without prejudice to any other right or remedy available in that behalf, to recover from the bidder firm an agreed compensation amount calculated @ 1% of the total value of the uncompleted portion of work per week or part thereof subject to a maximum of 10% of total contract value.

4. TIME: THE ESSENCE OF CONTRACT

The time and date of completion of the works as contained in this tender and as agreed to contractually shall be final and binding upon the bidder firm except for delay in communicating site readiness /requirements by AAI.

5. DELAY & NON-CONFORMANCE

- a) In case of time schedule including approved delay with or without levy of liquidated damages, for late delivery of supplies or late completion of each milestone works, whichever as applicable. as contained in Section IV Para 2 & 3 above, not being adhered to, AAI shall have the right to cancel the order wholly or in part thereof, without any liability of cancellation charges on AAI and shall have right to procure the goods/services elsewhere in which case the bidder firm shall pay for the loss to AAI the difference in the cost of goods/services procured elsewhere against price set forth in the purchase/works order with the bidder firm.
- b) In the event of rejection of non-conforming goods/works/services, the bidder firm shall be allowed to correct the non-conformities without extension in Supply/delivery period. ***If bidder firm fails to do so within next 07 calendar days, on notice, the purchaser AAI shall have the right to take recourse to Section IV Para 5.a.***

6. DEDUCTIONS FROM CONTRACT PRICE

All costs, damage or expenses which the AAI may have paid, for which under the contract the bidder firm is liable, shall be claimed by the Airports Authority of India (AAI). All such claims shall be billed by the AAI to the bidder firm regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations to enable the bidder firm to properly identify within 15 Calendar days of the raising of the corresponding bills and if not paid by the bidder firm within the period or if the bidder firm fails to satisfy AAI of such claims within the aforesaid 15 Calendar days period, then AAI may deduct the amount from any money due or becoming due to the bidder firm under the contract or may be recovered by actions of Law or otherwise.

7. RIGHT TO ACCEPT OR REJECT THE TENDERS

- a) The right to accept/reject the tender in full or in part/parts shall rest with AAI. However, AAI does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.
- b) Tenders, in which any of the particulars and prescribed information is missing or is incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non responsive and shall be rejected may be without any queries from AAI.

8. FORECLOSURE & TERMINATION OF CONTRACT AT PURCHASER'S INITIATIVE

- a) AAI reserves the right to terminate the contract either in **part or in full** due to the reasons other than specified herein in this tender, in fact, not for convenience and also if there is any violation to the terms & conditions of the tender, if the services are not as per the terms & conditions, if the works and materials supplied are not found satisfactory, any unforeseen circumstances arisen during Contract period, with or without forfeiting of PBG. Then AAI shall in such an event give **15** calendar days' notice in writing to the bidder firm of their decision to do so.
- b) The bidder firm upon receipt of such notice under Section IVPara8.(a), shall discontinue the work on the date and to the extent specified in the notice, make all

reasonable efforts to obtain cancellation of all orders and contracts, to the extent they are related to the works terminated, at terms satisfactory to the AAI, stop all further subcontracting or purchasing activity related to the work terminated, and assist the AAI in maintenance protection, and disposition of the works acquired under the contract by the AAI.

9. EARNEST MONEY DEPOSIT (EMD)

- a) The EMD of all unsuccessful bidder firm shall be returned only after the contract has been awarded to the successful bidder firm (whose EMD shall be retained). The EMD of the successful bidder firm shall be returned only after the successful bidder firm submits the performance bank guarantee in the prescribed Performa, as required in **Section IV Para10** of this section.
- b) If the successful bidder firm fails to submit the performance bank guarantee and fails to enter into a contract with AAI within time specified in Para 2 of Section IV of this tender document, the EMD amount shall be forfeited.
- c) No interest or any other expenses, whatsoever, shall be payable by AAI on the EMD in any manner.
- d) If due some reason AAI cancels this tender then EMD of all bidder firm without any interest shall be returned back to bidder firm or its authorized representative/signatory/partner.

10. PERFORMANCE BANK GUARANTEE

- a) Performance Bank Guarantee shall be furnished within **30** days of effective date from issue of Contract order by AAI from a nationalised scheduled bank (not a cooperative bank) equal to 10% of Contract Price. In case the bidder firm fails to submit the irrevocable performance bank guarantee within stipulated period **for complete concurrency period of contract**, no payment for the work done in respect of first running account bill shall be released to the bidder firm. Moreover, interest @1% pm to max of @ 10% p.a. on Performance Guarantee amount shall be levied (non-refundable) for delayed period of submission. The same shall be deducted from running bills. *The Performance Guarantee shall generally be valid for 6 months beyond the scheduled date of completion of work /contract and shall remain valid as per provisional extension granted by the nominated Project In-charge/ Supervisor. If the agency fails to extend the validity of the Performance Guarantee, the same shall be forfeited/en-cashed by AAI.*
- b) Successful Bidder firm shall not change/alter the language contents of PBG; if any successful bidding firm PBG is found not confirming to the language then AAI may ask to resubmit the same within the stipulated period or else AAI may at its discretion foreclose or rescind or cancel the purchase/works order without giving reasons and forfeit the EMD or resort to para 10 (a) of this section.
- c) The performance guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable by the bidder firm.
- d) PBG submitted by Successful bidder as Security deposit to AAI shall be valid for 6 months beyond, warranty period and any extension of time granted by AAI.
- e) The performance guarantee shall be deemed to govern the following guarantees from the successful bidder firm, in addition to the other provisions of the guarantee.
 - 1. The successful and satisfactory operation of the supplies/works/services supplied in accordance with the specifications and other relevant documents.
 - 2. The supplies/works/services supplied shall be free from all defects of

design, material and workmanship and upon written notice from AAI, the successful bidder firm shall fully remedy, free of expenses to AAI, all such defects as developed under the normal use of the said equipment within the period of guarantee/warranty.

3. The performance guarantee is intended to secure the performance of the entire supplies/works/services. However, it is not to be construed as limiting the damages stipulated in any other clause.

f) The performance guarantee shall be returned by AAI to the bidder firm at the end of the period of supplies/works/services contract defect liability period (Total 36 Months from successful SAT date) without interest.

11. FORCE MAJEURE

a) AAI may grant an extension of time limit set for the completion of the each milestone as in Section-IV Para 2, in case the timely completion of the work is delayed by force majeure beyond the AAI/bidder firm 's control, subject to: Force majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars, hostilities, national emergencies, civil commotions and strikes (only those which exceed a duration of three to ten continuous days) at purchaser sites or bidder firm manufacturing premises etc. The bidder firm has right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

1. That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion of the milestone, the bidder firm informs the AAI in writing that the bidder firm considers himself entitled to an extension of the time limit.
2. That the bidder firm 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.
3. That the bidder firm proves that the said conditions have actually been interfered with the carrying out of the miles stones of Contract.
4. That the bidder firm proves that the delay occurred is not due to his own action or lack of action.

Apart from the extension of the time limit, force majeure does not entitle the bidder firm for any relaxation or to any compensation of damage or loss suffered.

12. ARBITRATION AND LAWS

a) Except where otherwise provided for in the contract, all questions and disputes relating to the meeting of the specifications, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be settled 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. Provided that any dispute that remains unresolved shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, the venue

of Arbitration shall be Bhubaneswar/Cuttack, India. The arbitration award shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

- b) Indian Govt. Laws shall govern this tender and contract. The law applicable to this contract shall be the law enforced in India. The courts of Bhubaneswar/Cuttack shall have Inclusive jurisdiction in all matters arising under this contract.

13. **PRICE**

- a) The bidder firm quoted prices shall be firm and fixed and subject to no escalation whatsoever till the validity period of the tender, contract and for any time extension granted and any extension sought by AAI.
- b) **All the bidder firm quotes in the tender shall be in Indian Rupees only Exclusive of GST** and inclusive of all statutory taxes and levies of the country of origin and India also ***(Except where ever breakup of taxes/duties/levies which are specifically separately asked for).***
- c) The Bidder firm(s) shall quote for Supply of works/supplies/services at AAI site basis.
- d) Only normal rates of GST shall be considered for payment as per Govt guideline with necessary supporting document. Bidder firm shall be responsible for quotes of GST at wrong rates and shall defend itself at its own cost with government/Tax authorities.
- e) The bidder firm must fully insure, pay relevant freight and deliver all items relevant to a site, at site within the contract period, failing which any increase in amount due to change in foreign exchange rate shall be on account of the bidder firm and the same shall be borne by the bidder firm. The rates shall remain same during the pendency of the contract irrespective of any change in foreign currency rate.
- f) At no extra cost to AAI the bidder firm shall arrange import license in the name of AAI, if required, to import equipment/components.
- g) The cost of Insurance and Freight shall be paid by the bidder firm. The documents in support of insurance policy shall be submitted to AAI before shipment.
- h) The bidder firm shall be solely responsible to ensure the following:
1. Sound packing of equipment/components.
 2. Shipment of the items by the due date as per schedule.
 3. Insurance.
 4. Custom Clearance and handling of items at port of entry in India.
 5. Forwarding and trans-shipment of equipment/components up to the destination.
 6. Insurance of Inland trans-shipment.
 7. Receipt of equipment at site and handover safe custody to AAI till they are installed, tested and commissioned.
 8. Execution, installation, testing and commissioning of the installation as specified in the tender.
 9. Handing over of installation after successful SAT to the authorized representative of AAI.
 10. Guarantee/Warranty at **site** as per Para 16.
- i) Bidder firm quoting in HSS shall be responsible to ship, custom clear and dispatch items to AAI site and shall include all such charges in its quote. If required AAI shall enter into an Agreement for supplies on High Sea Sale and all expenses to be borne by bidder firm shall be included in the price quoted. Nothing extra shall be paid.
- j) Demurrage & Detention, forwarding & clearing/handling Charges, Coordination for

Road permit, if required, payment of Inland Charges, other Central and State Govt. levies/duties/taxes etc... shall be included in its quoted price. Demurrage if any shall be to the account of Bidder firm. Bidder firm shall make all effort for expeditious clearing of supplied items from custom/government authorities.

- k) *Prices opened on e-tender portal only shall be considered for price comparison.***
- l) Bidder firm has to include all types of taxes / levies/ patents charges/ anticipated taxation changes and include in the quotes strictly as per tender directives.**

14. VALIDITY OF TENDER

The tender bid response including price quotes of bidder firm must remain valid for a minimum of 180 Calendar days from the date of opening of FEE/PQQ.

15. PAYMENT TERM

- 1.** All payments shall be released on completion certificate issued by AAI and receipt of all necessary documents for processing of payment by AAI.
- 2.** Payment shall be released on Pro-Rata basis for any increase or decrease/variation in quantity of BOM in Section V, Part B based on actual measurements.
- 3. Payment to the bidder firm shall be made in the following manner:-**

(a) FOR SUPPLIES & SERVICES (FOR DESTINATION / CONSIGNEE SITE)

70% of quoted amount in INR for Supply of equipment, accessories, peripherals including documentation and 100% of Taxes & Duties, & Inland F&I, against the submission of following documents in ORIGINAL confirming receipt of items at Consignee site.

- (1)** Original Invoice in duplicate.
- (2)** Itemized Packing list with cost of each item + 2 copies
- (3)** Certificate of receipt of equipment/items at site complying to tender requirement issued by AAI.
- (4)** If applicable, Certificate of Factory Acceptance Test if applicable issued by authorized representative of AAI or Quality Control Department certificate with AAI letter for FAT waiver.

(b) Balance 30% of quoted amount of supply of equipment & accessories including documentation and, 100% Installation, Testing and Commissioning and training (including cabling etc.), charges, upon successful commissioning , against submission of the following documents in **ORIGINAL:**

- (1)** Original Invoice in duplicate.
- (2)** Certificate of completion of successful SAT issued by authorized representative of AAI.
- (3)** Certificate of completion of training if any issued by AAI on completion of training by bidder.

(c) All Payments against Supply and services & final payments shall be released by AAI after adjustment against liquidated damages, incomes tax and any other statutory deductions, as per the scope of tender at site.

16. GUARANTEE/WARRANTY

- a)** All goods or material or spares. Accessories, peripherals shall be supplied strictly in accordance with the specifications to full AAI satisfaction approved by nominated project officer for each site. *No deviation from such specifications of these conditions shall be made without AAI's Consent. Agreement in writing shall be obtained before any work against the order is commenced.* All materials furnished by the bidder firm pursuant to the Order (irrespective of whether engineering/design or other information has been furnished, reviewed or

approved by AAI) are required to be guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by AAI) and shall be free from faulty design to the extent such design is not furnished by AAI. The goods/material used by the bidder firm and its workmanship shall be of proper quality so as to fulfil in all respects, the operating conditions and other requirements specified in the order.

- b)** If any trouble or defect originating from the design, materials, workmanship or operating characteristic of any materials **arise at any time prior to 36 Months warranty period(unless otherwise specifically mentioned separately) from date of successful installation& SAT**, and the bidder firm is notified thereof, the bidder firm at his own expense and at no cost to AAI, make such alterations, repairs and replacements **at the site within 07 working days** as may be necessary to permit/facilitate the functioning of the equipment/item in accordance with the specifications in Section C. The guarantee/warranty period of repaired or replaced goods shall be extended for a period equal to the turnaround time (i.e. out of service period).

Bidder shall intimate OEM warranty period for all active component in their bid document so that AAI can take warranty benefit beyond mandatory 03 years.

- c)** In the event that the materials supplied do not meet the specifications and/or are not in accordance with the drawings, data sheets and rectification as required at site, AAI shall inform the bidder firm giving full details of deficiencies. The bidder firm shall, at his own expense, meet and agree with the representatives of AAI the action required to correct the deficiencies and shall attend to the deficiencies at his own expense. Replacement under warranty clause, within **7 working days**, shall be made by the bidder firm free of all charges at site including freight, insurance and other incidental charges.
- d)** Bidder firm shall obtain guarantee/warranty certificates and declaration from OEM(s) for requisite period as specified in Para 16 (b) and provide/extend all guarantee/ warranty certificates from OEM(s) in case of supplies to AAI.
- e)** Bidder firm shall be overall responsible for guarantee/warranty to AAI and shall coordinate with respective OEM(s) and suppliers for effective guarantee/warranty as per Para 16 at its own cost.
- f)** Replacement under warranty clause as per Para 16 (b) shall be made by the bidder firm free of all charges at site including freight, insurance and other incidental charges.
- g)** Any custom duty to be paid in case foreign Supply during concurrency of warranty shall be paid by the bidder firm.
- h)** AAI shall evaluate overall performance of bidder firm and may decide to deduct 1% of PBG amount from PBG to be refunded/ returned, for every loss in AAI intended operational requirements by awarding this works, due to failure on part of bidder firm to provide effective supplies/services/works at each site. Hence it shall be mandatory on part of bidder firm to have proper effective agreement with OEM(s) to provide effective supplies/ services/ works to AAI as per Para 16 at each site.
- i)** Failure to meet works to AAI specifications/requirements/satisfaction may result in forfeiting of PBG.

17. Factory Inspection

- 17.1** Factory inspection of complete item shall be made by Inspectors nominated by AAI, in accordance to approved / agreed to Test documents. Cost of Such Inspection shall be borne by the bidder. Travel, boarding and lodging expenses shall be borne by AAI for AAI

nominated FAT Inspectors.

- 17.2** The bidder shall give 10 days' written notice of readiness of any material, document for the purpose of Factory Acceptance Test. Such tests shall be to the Bidder's account. Factory Acceptance Test documents shall be comprehensive and list all the procedures that shall be used to satisfy inspectors on specifications test results. **Factory Acceptance documents submitted by bidder shall be approved by AAI before Tests.**
- 17.3** The inspector shall as soon as possible, but not exceeding 10 working days from the date of completion of inspection, give notice in writing to the bidder about successful completion of FAT or any deficiency in the equipment or workmanship, which in his opinion is not in accordance with the contract. The bidder shall give due consideration to such objections and shall carry out repairs, alterations that may be necessary to correct the said objections and arrange for the supplementary FAT giving 10 days notice to AAI (for which the to and fro travel expenses and boarding and lodging expenses are to be borne by the bidder). After, the Supplementary FAT has been completed at bidder's works; the inspector shall issue a certificate to this effect, but not exceeding 10 days after completion of the tests.
- 17.4** The completion of these tests or issue of certificate by the inspector shall not bind AAI to accept the equipment shall the equipment, after installation and use, be found not complying with the specifications stipulated in the contract.
- 17.5** AAI shall intimate in writing to the bidder, in case it does not depute the inspector(s) for Factory Acceptance Tests and in such case certificate issued by the Quality Control Department of the manufacturer may be considered for acceptance of equipment by AAI.
- 17.7** If any deficiency is pointed out by AAI within 10 days then the bidder shall give due consideration to such objections and shall carry out repairs, alterations that may be necessary to correct the said objections and arrange for the supplementary QCD or FAT giving 10 days' notice to AAI (for which the to and fro travel expenses and boarding and lodging expenses are to be borne by the bidder). After, the Supplementary FAT has been completed at bidder's works; the inspector shall issue a certificate to this effect, but not exceeding 10 days after completion of the tests.
- 17.8** Even after supplementary Quality Control Department or supplementary FAT, if the equipment is found not in conformance to tender technical requirements stipulated in Section-C of this tender, then AAI shall cancel the contract and shall resort to Section IV - Para 6 & 8 .
- 17.9** Item shall be dispatched by bidder only on specific dispatch confirmation/advice from AAI after request from Bidder for same.. Acceptance of FAT/QCD certificate and advice for dispatch of equipment shall be issued by AAI within 30 days of the receipt of the certificate. If no advice is received from AAI within 30 days of receipt of certificate by them, the FAT/QCD certificate may be deemed accepted and equipment may be dispatched.
- 17.10** In case FAT is waived off , the item will be tested at site by AAI and any non compliance observed in item will be intimated to bidder for necessary corrective measure including replacement of non complied item within 15 days of intimation.

18. PACKING AND MARKING FOR SUPPLIES REQUIRING AAI ASSISTANCE & HANDLING

- (a)** All packing shall be strong enough to withstand rough handling during loading, un-loading and transporting of the packages. Fragile articles shall be packed with special precaution and shall bear the marking like 'Fragile', 'Handle with care' and 'This Side Up' etc.
- (b)** All delicate surfaces of equipment/goods shall be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- (c)** Attachments and spare parts of equipment and all small pieces shall be packed in

wooden crates with adequate protection inside the crates and wherever possible shall be sent along with the major equipment. Each item shall be provided an identification so as to identify it with the main equipment and part number and reference number shall be indicated.

- (d) All protrusions and threaded fittings shall be suitably protected and openings shall be blocked by covers.
- (e) Wherever required equipment material shall be packed in polyethylene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect the equipment. Pipes/tubes made of stainless steel; copper etc. shall be packed in wooden crates irrespective of their sizes. The bidder firm shall be held liable for all damages or breakage of the goods attributable to defective or insufficient packing as well as for corrosion due to insufficient protection.
- (f) On three sides and top of package, markings as desired by AAI, shall be provided with indelible paint.

19. PATENTS, LIABILITY & COMPLIANCE OF REGULATIONS

- a) Bidder firm shall protect and fully indemnify AAI from any claims for infringement of patents, copy right, trade mark or the life in respect of all supplies.
- b) Bidder firm shall also protect and fully indemnify AAI from any claims from bidder firm's workmen/employees, their heirs, dependents, representatives etc. or from any other person(s) or bodies/companies etc. for any act of commission or omission while executing the order.
- c) Bidder firm shall be responsible for compliance with all requirements under the Indian & International laws and shall protect and indemnify AAI completely from any claims/penalties arising out of any infringements by bidder firm or its workmen/employees.

20. SUBSTITUTION & WRONG SUPPLIES

Substitution shall be limited to approved equivalent makes meeting technical and functional requirements and materials delivered not complying with the description or quality or supplied in excess quantity or rejected goods shall be taken back by the bidder firm at his cost and risk.

21. INSURANCE, FREIGHT

- (a) The bidder firm shall make arrangements at no additional cost to AAI for transporting the equipment to the ultimate consignee site(s) as the same has been included in price quote.
- (b) Packing lists, consignment details in terms of volume/weight, size, number of boxes and container load etc. shall be provided by the bidder firm for meeting statutory requirements.

22. DISPATCH OF DOCUMENTS:

The bidder firm shall forward two sets of the following documents, one each to the Airport Director, AAI, BPI Airport, and Bhubaneswar-751020 as soon as goods are dispatched for expediting clearances & receipt by AAI, where ever applicable.

- (a) Invoice (copy)
- (b) Itemized Packing list with cost of each item.(copy) and Insurance (as applicable)
- (c) Proof of dispatch in the form of Bill of Lading or Air Way Bill or Delivery Challan (copy) or Transport way bill (whichever is applicable) as Proof of receipt/dispatch at site
- (d) Certificate for Country of origin (copy), for foreign supplies only

- (e) Factory Acceptance Test report (copy) or QCD Certificate, if applicable
- (f) HSS agreement, if applicable
- (g) Copy of Insurance of the items, if applicable.

23. TAXES, PERMITS AND LICENCES

- a. Bidder firm shall be liable to pay any and all Indian/non-Indian taxes, duties, levies, lawfully assessed against AAI or bidder firm, in pursuance of the contract on award of works/purchase order by AAI.
- b. In addition, bidder firm shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against bidder firm for both corporate and personal Income and also all other taxes etc. relevant and applicable in respect of his property.
- c. The bidder firm shall evaluate all possible Indian tax liability on his own. Foreign bidders not having office in India are to obtain tax withholding Certificate from Income Tax Department, at its own cost and submit the same to AAI for release of Payments.
- d. Bidder shall indicate rate of tax (GST or any statutory taxes etc.), for the purpose of making claim towards increase and decrease in statutory taxes. In case , bidder has quoted the flat value towards taxes without indicating the rate then AAI will not pay any claim towards increase in statutory Taxes. Scanned copy rates of statutory taxes shall be uploaded along with Technical bid. **Liability for wrong GST quote lies with the bidder. No price information shall be provided in PQQ/ technical document but only rate of GST and HSN code shall be mentioned.**

24. SITE ACCEPTANCE TEST (SAT)

Contractor shall developed test procedure for approval by AAI and conduct SAT after completion of INSTALLATION work. SAT procedure shall clearly indicate traceability matrix with respect to each specification mention in NIT.

25. MISCELLANEOUS

- a) In addition to the above any other information / description, the bidder firm may wish to provide, like the features / performance figures specified / indicated shall be with supporting documents / calculations. All figures indicated by the bidder firm must be fully qualified and subject to co-ordinate performance.
- b) Price applicable at the time of placement of purchase order for the equipment and accessories shall be valid for the period of concurrency of contract and any extension sought/granted by AAI or one year from the date of award of contract, whichever is later.
- c) AAI reserves the right to decrease and/or increase the item quantity to be supplied to the extent to **+/- 30%** for any Supply item in contract/tender.
- d) AAI reserves the right to place repeat order within one year of Supply, with the same terms & conditions as for the first order, and the quantity of repeat order shall not exceed **+/- 50%** of quantity supplied in the original order.

DECLARATION:

The terms and conditions given in **Section IV** of this Tender Document of AAI are read understood and hereby accepted unconditionally and shall be complied with. I/We agree to abide by the terms and conditions given in **Section IV**, contained in this section of Tender Document and shall form part of contract conditions and provisions. I/We hereby unconditionally accept(s) these terms and conditions given in **Section IV** of AAI's tender documents in its entirety for the SITC of XBIS ROLLER AT BPI AIRPORT, BHUBANESWAR. It is certified that I/we have not stipulated any condition(s) in our bid response/offer. In case any condition(s) are found in our bid response/offer, the same shall be treated as withdrawn.

Signature of bidder firm authorized Signatory

Name:

On behalf of:.....

Telephone:.....

Fax:.....

E-mail:

Firm's Stamp:

Section-V

(Part-A)

SPECIAL CONDITIONS OF CONTRACT

1.0 General:

- 1.1 Special conditions of Contract shall be read in conjunction with General Conditions of Contract, Technical Specifications, Drawings and any other documents forming part of this contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be **deemed to over-ride** the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.1 Scope of work

The Scope of work broadly covers the supply and fixing of XBIS Roller with Existing X-BIS installed in side Terminal and Operational area..

1.2 Inspection of site/Admission to site and Related Documents :

The work shall be carried out in the Terminal and Operational Area of BPI Airport, Bhubaneswar. For the purpose of inspection of site and relevant documents the prospective bidders is advised to visit the site before quoting for the work. The contractor shall be deemed to have satisfied himself/herself as to the nature of the site and work, local facilities of access, availability of materials and all other matters affecting rates for execution and completion of the work. Contractor is required to make himself fully acquainted with the nature and scope of work. No claim whatever on account of any deficiencies at site shall be entertained like non-availability of water, security restrictions, inaccessibility, limited working hours due to operations, local bylaws/ rules etc.

1.3 Completeness of Tender :

All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specially mentioned in the tender documents or not.

1.4 Works to be done by the contractor :

Unless and otherwise mentioned in the tender documents, the following works shall be done by the contractor, and therefore their cost shall be deemed to be included in their tendered cost:-

- (i) Foundations for equipment's and component where required, including foundation bolts.
- (ii) Cutting and making good all damages caused during installation and restoring the same to their original finish.
- (iii) Sealing of all floor openings provided by him for pipes and cables, from fire safety point of view, after laying of the same.

- (iv) Painting at site of all exposed metal surfaces of the installation other than pre-painted items. Damages to finished surfaces of these items while handling and erection, shall however be rectified to the satisfaction of the Engineer-in-charge.
- (v) All works which are not specifically mentioned but are incidental and required for the proper performance of the material/equipment/function.
- (vi) Testing and commissioning of completed installation.

1.5 Electric Power Supply and Water Supply:

For testing purpose, Electricity Supply will be made available **free of cost** to the contractor subject to availability of Electric power source.

Contractor will take due care to ensure safety of Electrical installation during execution of work.

1.6 Tools for handling and erection :

All tools and tackles required for handling of equipment's and materials at site of work as well as for their assembly and erection and also necessary test instruments shall be the responsibility of the contractor.

1.7 Security Pass: Most of the work lies in the restricted area. The Contractor shall apply in writing in advance of issue of necessary entry passes to workmen engaged by him. The submission of applications for Temporary photo Identification cards (PICs) in advance along with Certificate of Police Verification etc. as per the prevailing practice and regulations of BCAS will be the responsibility of contractor. Any financial expenditure involved such as fees for PICs, Photos, and fees for Police Verification if anything will be borne by the contractor.

The PICs has to be re-validated in advance to ensure that the employees are always in possession of their entry passes. No employee will be permitted in the terminal buildings and operational areas without valid PICs. The contractor shall be responsible for misuse of any token / Entry Pass and be liable for action by security agencies at the airport.

The contractor and his employees shall abide by security regulation framed by AAI, BCAS or the CISF Authorities. Any worker of the contractor, whose presence is found undesirable in AAI premises, shall not be allowed to work in operational area of the Airport. The contractor shall be fully responsible for the working of his staff.

Compliance of the provisions of statutory requirements: The contractor shall comply with all necessary rules & regulations of central/ local state government related to the contract and the contractor shall be responsible to maintain all requisite documents for reference to statutory authorities and AAI as & when asked for.

In respect of all workers employed directly and indirectly on the works, the successful tenderer at his own expenses will have to arrange the safety provisions to comply with the statutory regulations and CPWD safety codes for the manpower deputed for the work.

Any expenditure in compliance with the statutory requirements related to the contract shall be borne by the contractor.

1.8 Safety measure & responsibilities: It shall be the responsibility of the contractor that all necessary safety measures and precautions are invariably ensured while performance of the contract work and AAI shall not be responsible for any injuries / accidents suffered by contract labor.

1.9 Co-ordination with other agencies :

The contractor shall co-ordinate with all other agencies involved in the work so that the work is not hampered due to delay in his work.

- 1.10 Land for labour camps/staff:** No labour /staff camps shall be permitted within the airport limit and the contractor shall make the necessary arrangements at his own cost for their camps.

1.11 Care of AAI installations :

Care shall be taken by the contractor to avoid damage to the AAI installations such as underground cables, hard surface areas, water mains, other operational installations, Airport roads etc during execution of his part of the work. He will be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of his work from the site.

1.12 Addition to an installation :

Any addition temporary or permanent to the existing electrical installation shall not be made without a properly worked out scheme/ design by a qualified Electrical Engineer to ensure that such addition does not lead to overloading, safety violation of the existing system.

1.13 Work in occupied buildings :

- (i) When work is executed in occupied/operational area, there would be minimum of inconvenience to the users. The work shall be programmed in consultation with the Project -in-charge and the occupying department. If so required, the work may have to be done even before and after office hours.
- (ii) The contractor shall be responsible to abide by the regulations or restrictions set in regard to entry into, and movement within the premises.
- (iii) The Contractor shall not tamper with any of the existing installations including their switching operations or connections there to without specific approval from the Project -in-charge.

1.14 Drawing :

Prior to start the execution of the work contractor will submit a colored plan layout on A3 size paper or bigger in AUTOCAD to AAI for approval by Competent Authority.

1.15 General requirements of components :

1.15.1 Quality of materials :

- (a) All materials and equipment's supplied by the contractor shall be new. They shall be of such design, size and materials as to satisfactorily function under the rated conditions of operation and to withstand the environmental condition at site. The Project -IN-CHARGE shall have full power to check the materials or work to be tested by an independent agency order to prove their soundness and adequacy.
- (b) To determine the acceptable make, brand, manufacture and quality of material for which FAT is not conducted, the contractor may be advised to get the samples approved by the Project-IN-CHARGE well in advance of actual execution, to enable adequate time for inspection and testing, if required.
- (c) Only quality materials of reputed make will be used in work. Issue of materials stipulated in the tender will be regulated to the actual needs from time to time. Unused materials shall be returned to the department failing which the recovery will be made at the penalty rate i.e. double the market rate.

1.16 Storage and Custody of Materials :

Suitable and lockable storage accommodation shall be the responsibility of contractor. The watch and ward of the stores and their safe custody shall be the responsibility of the contractor till final taking over of the installation by the Department. The contractor at no extra cost shall arrange tools and equipment required in connection with handling of material.

1.17 Workmanship :

Good workmanship is an essential requirement to be complied with. The entire work of manufacturer/fabrication, assembly and installation shall conform to sound engineering practice.

1.18 Proper Supervision/Skilled workmen:

The Contractor shall employ a competent supervisor to direct the work under the contract in accordance with drawing and specifications.

The supervisor shall be available at all times on the site to receive instructions from Project -IN-CHARGE or his representative in the day to day activities, throughout the duration of contract and extended period of completion if any.

The Supervisor shall co-relate the progress of work with other services and in conjunction with all relevant requirements of the supply authorities.

1.19 Schedule and manner of execution: Time being the essence of this contract, the contractor will be expected to furnish all labour and materials in sufficient quantities and at the appropriate time, expedite and schedule the work as required and the work will be completed within that time stipulated in the contract. The Contractor shall exercise extreme care at all times to maintain cleanliness in all operations, avoid fire and accident hazards and remove all inflammable debris promptly. The site shall be maintained in a condition reasonably acceptable to the Project-IN-CHARGE at all times.

1.20 DAMAGE TO PERSON AND PROPERTY

The Contractor shall indemnify and keep indemnified AAI against all losses and claims for injuries or damage to any person or any property whatsoever, which may arise out of or in consequence of the construction and maintenance of the works by them and against all claims, demands and proceedings of or in relation thereof.

1.21 THIRD PARTY INSURANCE

Before commencing the execution of the works the contractor (But without limiting his obligations and responsibilities) may insure against any damage, loss or injury which may occur to any property (including that of the Employer) or to any person, including any employee of the employer by or arising out of the execution of the works or temporary works or in carrying out of the contract.

1.22 SITE PRECAUTIONS

- i) Any materials found lying outside the sites approved by the Project-in-Charge shall be removed by the supervision at the risk and cost of the contractor.
- ii) When the contractor's equipment or personnel require to cross areas which are not close to aircraft operations, the contractor shall provide competent flagmen with walkie talkie at locations designated by the Project-in-Charge to relay signals from airport traffic control to personnel wishing to cross such areas.
- iii) Every transport vehicle shall carry a permit issued by the concerned Authority of Airport/Aerodrome concerned and shall be produced on demand by him or his authorized agent. All vehicles entering the Airport limits shall follow the routes prescribed by the concerned Authority of Airport for entering the areas and shall display red flags on top.
- iv) With regard to construction safety measures, the contractor shall adhere to various Indian Standard Codes of Practice, requirements of Provincial Government and local Municipal Authority wherever the provisions of the latter two agencies shall be more stringent than the provisions of the former. When these codes do not exist, the contractor shall adhere to such safety measures as directed by the Project -in-Charge.

- v) The contractor shall, during construction, provide barricades as per specifications prescribed by the Project -in-Charge to segregate the working area to ensure safety of all concerned.
- vi) The contractor shall be responsible for any damage, resulting from his operations, either to buildings, structures, airport fixtures such as underground cable, contact lights, hard surface areas, water mains, other operational installations, Airport roads etc. The contractor shall restore, replace or repair any such damage to the complete satisfaction of the Engineer-in-Charge and in default the Engineer-in-Charge may cause the same to be made good by any other means and deduct the expenses from any sums due to contractor.
- vii) The work shall be carried out in phases in such a way that there is least obstruction to the airport working. The phasing shall be decided by the Project -in-Charge, who will be at liberty to change the phasing to suit the requirements. The contractor shall have to abide by these instructions and nothing extra shall be paid to him on this account.
- viii) No payment will be made to the contractor for damage caused by rains or other natural calamities during the execution of the works and no such claim on this account will be entertained.
- ix) The contractor shall not make any labour huts within Airport area and shall remove temporary barricades etc. on completion of the work and leave the site in a neat and tidy state. The payment of final bill will be subject to the compliance of this condition by the contractor.

1.23 NUISANCE:

The Contractor shall not at any time do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, users or occupiers of other properties near the Site and to the Public generally.

1.24 WATCHING AND LIGHTING:

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required for the protection of the Works or for the safety and convenience of those employed on the Works.

1.25 DUTIES AND POWERS OF Project IN-CHARGES'S REPRESENTATIVE:

The duties of the representative of the Project -in-Charge, are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to order any work involving any extra payment by AAI nor to make any variation in the Works.

1.26 WORK DURING NIGHT OR ON WEEKENDS AND HOLIDAYS:

Subject to any provisions to the contrary contained in the Contract, permanent works shall not be carried out during night however on WEEKEND or on authorized holidays work may be carried out with the permission of the Project -in-Charge. For night work prior permission is required from project officer.

1.27 SITE VISIT BY SUCCESSFUL BIDDER BEFORE MANUFACTURING OF SCHEDULE ITEMS.

The successful bidder after award of work, shall visit Bhubaneswar Airport to take the exact measurement for Roller to be supplied.

The dimension mentioned in the BOQ is approximate and successful vendor has to take the exact dimension for manufacturing of item.

The length of Roller will not vary but width and depth may vary little bit for proper fixation.

Section-V

(Part-B)

TECHNICAL SPECIFICATIONS

(WITH ITS COMPLIANCE STATEMENT TO BE GIVEN BY TENDERER)

1.1 SCOPE OF WORK

The scope of works included in this technical specifications are given in section B, Part C covers mainly Supply of X-BIS Gravity Roller Fixing to Existing X-BIS machine (Nuotech make and Smith Make)

1.2 MATERIAL

All materials and equipment's supplied shall be new and suitable in every respect for reliable operations under **tropical conditions**. The project is time bound and therefore, the manufacturers of equipment chosen for the work should have sufficient capability to supply the items within the time frame of the project schedule. However any deviations & extra items (if required) have to be worked out & prior approval from the AAI has to be taken in order to complete the work.

1.3 CONVEYOR TYPE

Stainless Steel Gravity Roller Conveyor

1.4 CONVEYOR CAPACITY

250-300 kg

1.5 SPEED

Manual

1.6 SUPPORTING STRUCTURE SPECIFICATION

Fabricated by SS-304 Grade Pipe

1.7 SURFACE FINISH

Buffing Finish

1.8 CONVEYOR WIDTH

700 mm

1.9 SIDE RAIL

Two side Rail Guard minimum 6 Inch Height.

2.0 HEIGHT ADJUSTMENT

Height Adjustment Legs shall be Provided for both Input and Output Roller with height Adjustment +/- 50 mm

2.1 ROLLER PITCH BOTH SIDE BEARING.

2.2 PROCESS

Transferring of Bags

Technical Specification of XBIS ROLLER,

SL. NO.	ITEMS	TECHNICAL SPECIFICATION
1	I/Put Rollers of 4 meters	i. 4000 mm (L) /700mm (W) ii. Height Adjustment (+/-50mm) iii. SS gravity Roller iv. Barrier/stopper on three side v. Loading FFL-850H, X-BIS FFL-650 H
2	I/Put Rollers of 3 meters	i. 3000 mm (L) /700mm (W) ii. Height Adjustment (+/-50mm) iii. SS gravity Roller iv. Barrier/stopper on three side v. Loading FFL-850H, X-BIS FFL-650 H
3	I/Put Rollers of 2 meters	i. 2000 mm (L) /700mm (W) ii. Height Adjustment (+/-50mm) iii. SS gravity Roller iv. Barrier/stopper on three side v. Loading FFL-850H, X-BIS FFL-650 H
4	I/Put Rollers of 4 meters	i. 4000 mm (L) /700mm (W) ii. Height Adjustment (+/-50mm) iii. SS gravity Roller iv. Barrier/stopper on three side v. Loading FFL-850H, X-BIS FFL-650 H
5	O/Put Rollers of 6 meters	i. 6000 mm (L) /700mm (W) ii. Height Adjustment (+/-50mm) iii. SS gravity Roller iv. Barrier/stopper on three side v. Loading FFL-650H, X-BIS FFL-500 H
6	O/Put Rollers of 3 meters	i. 3000 mm (L) /700mm (W) ii. Height Adjustment (+/-50mm) iii. SS gravity Roller iv. Barrier/stopper on three side v. Loading FFL-650H, X-BIS FFL-500 H
7	O/Put Rollers of 5 meters	i. 5000 mm (L) /700mm (W) ii. Height Adjustment (+/-50mm) iii. SS gravity Roller iv. Barrier/stopper on three side v. Loading FFL-650H, X-BIS FFL-500 H
8	O/Put Rollers of 4 meters	i. 4000 mm (L) /700mm (W) ii. Height Adjustment (+/-50mm) iii. SS gravity Roller iv. Barrier/stopper on three side v. Loading FFL-650H, X-BIS FFL-500 H

DETAILED TECHNICAL SPECIFICATION OF XBIS ROLLER,

(The specifications given are minimum and Items with higher specification are acceptable at no extra cost)

Compliance statement
("Yes" for Complied / "No" for Not Complied)

Technical Specification of XBIS ROLLER,

SI No.	Requirement	Specification	(Compliance)	Page no of data sheet for compliance verification
1	SCOPE OF WORK	<ul style="list-style-type: none"> The scope of works included in this technical specifications are given in section B, Part C covers mainly Supply of X-BIS Gravity Roller Fixing to Existing X-Bis machine (Nuctech make and Smith Make) 	Yes / No	
2	MATERIAL	All materials and equipment's supplied shall be new and suitable in every respect for reliable operations under tropical conditions . The project is time bound and therefore, the manufacturers of equipment chosen for the work should have sufficient capability to supply the items within the time frame of the project schedule. However any deviations & extra items (if required) have to be worked out & prior approval from the AAI has to be taken in order to complete the work.	Yes / No	
3	CONVEYOR TYPE	Stainless Steel Gravity Roller Conveyor	Yes / No	
4	CONVEYOR CAPACITY	250-300 kg	Yes / No	
5	SPEED	Manual	Yes / No	
6	SUPPORTING STRUCTURE SPECIFICATION	Fabricated by SS-304 Grade Pipe	Yes / No	
7	SURFACE FINISH	Buffing Finish	Yes / No	
8	CONVEYOR WIDTH	700 mm	Yes / No	
9	SIDE RAIL	Three side Rail Guard with Pipe support stand	Yes / No	
10	HEIGHT ADJUSTMENT	Height Adjustment Legs shall be Provided for both Input and Output Roller with height Adjustment +/- 50 mm	Yes / No	
11	ROLLER BOTH SIDE BEARING.	Both Side Bearing.	Yes / No	
12	PROCESS	Transferring of Bags	Yes / No	

Section-V**(Part-C)****BILL OF QUANTITIES / Schedule of Quantity**

Sl no	Description	Qty	Remarks
1	Supply of 2000mm(L)/700mm(W) Input/ Output Straight Gravity Roller Conveyor made off stainless steel with adjustable foot complete as required and as per details in Technical Specification sl. no. 3	2	
2	Supply of 3000mm(L)/700mm(W) Input/ Output Straight Gravity Roller Conveyor made off stainless steel with adjustable foot completes required and as per details in Technical Specification sl. no. 2 & 6	2	
3	Supply of 4000mm(L)/700mm(W) Input/ Output Straight Gravity Roller Conveyor made off stainless steel with adjustable foot complete as required and as per details in Technical Specification sl. no. 1, 4 & 8	3	
4	Supply of 5000mm(L)/700mm(W) Out Put Straight Gravity Roller Conveyor made off stainless steel with adjustable foot complete as required and as per details in Technical Specification sl. no. 7	2	
5	Supply of 6000mm(L)/700mm(W) Out Put Straight Gravity Roller Conveyor made off stainless steel with adjustable foot complete as required and as per details in Technical Specification sl. no. 5	1	
6	Accessories, Transportation & Installation charges	1	LOT

FOR ALL ITEM MENTIONED AS "LOT "IN BOQ, THE QUANTITY OFFERED FOR "LOT" BY BIDDER TO MAKE A FULLY OPERATIONAL SYSTEM.

DECLARATION:

The terms and conditions given in **Section V** of this Tender Document of AAI are read understood and hereby accepted unconditionally and shall be complied with. I/We agree to abide by the terms and conditions given in **Section V**, contained in this section of Tender Document and shall form part of contract conditions and provisions. I/We hereby unconditionally accept(s) these terms and conditions given in **Section V**(Section A, B & C) of AAI's tender documents in its entirety for the SITC XBIS ROLLER AT BPI AIRPORT, BHUBANESWAR. It is certified that I/we have not stipulated any condition(s) in our bid response/offer. In case any condition(s) are found in our bid response/offer, the same shall be treated as withdrawn.

Signature of bidder firm authorized Signatory

Name:

On behalf of:.....

Telephone:.....

Fax:.....

E-mail:

Firms Stamp:

Annexure-I**Details of Make/Models Offered against the Tender****(To be submitted/Uploaded in the Technical Bid)****Name of Work:** -SITC OF XBIS ROLLER AT B.P.I. Airport, Bhubaneswar**Note:** Bidders shall provide itemised component breakup details with Part numbers –

Sl. No.	Item Description	Make	Model Offered	Qty offered (As per BOQ , Section V, part C).	HSN code (GST TAX CODE)	GST % applicable	OEM warranty period.
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

AUTHORIZED SIGNATURE _____
NAME OF THE SIGNATORY _____
NAME & ADDRESS OF THE BIDDER _____
OFFICIAL SEAL _____ Date _____

Annexure –II

BLANK

PROFORMA FOR PERFORMANCE BANK GUARANTEE

FOR

SITC OF XBIS ROLLER AT B.P.I. Airport, Bhubaneswar

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

Ref: Bank Guarantee:

Date:

To,
Airport Director
Airports Authority of India
BP International Airport
Bhubaneswar-751020

Name of Work:- SITC OF X-BIS ROLLER AT B.P.I. Airport, Bhubaneswar.

Dear Sirs,

1. 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 and..... [here-in-after called "the said Contractor(s)"] for the works..... [here-in-after called "the said agreement"] vide Order no. Dated, having agreed to production of irrevocable Bank Guarantee for Rs..... (Rupees only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
2. We..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made 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..... (Rupeesonly).
3. We, the said bank further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) I n 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 payment. We..... (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till CNS-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 relieved 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 provision, 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 on demand 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

WITNESS

Dated this ----- day of ----- 2016 at -----

Signature -----Signature -----

Name ----- (Bank's Rubber

Stamp) Official address ----- Name -----

Designation with Bank

Stamp

Attorney as per

Power of Attorney No. _____

Date. _____

.....

(Authorized Signatory of the Bank)

General Information of the Bidder**(TO BE SUBMITTED IN TECHNICAL BID)**

All individual firms applying for tender are requested to complete the information in this form.

1.	Name of firm:
2.	Head office address:
3.	Registered office address:
4.	Telephone: _____ Mobile: _____ Contact person name & Designation
5.	Fax: _____ E-mail: _____
6.	Place of incorporation/ Year of incorporation/registration Status of Firm: Corporation or Public Limited/ Private Limited/Partnership firm/Individual Proprietorship Firm Registration No.

AUTHORIZED SIGNATURE _____

NAME OF THE SIGNATORY _____

NAME & ADDRESS OF THE BIDDER

OFFICIAL SEAL _____ Date _____

PROFORMA OF LETTER FOR E-PAYMENT**(Required only if quoted amount is equal to or more than 1 lakh)**

To
 The Airport Director
 Biju Patnaik international Airport
 Bhubaneswar

Sub: Request for E-Payment

Sir,

Following particulars are given for effecting E-Payment in respect of our claim/Bill.

S No	Particulars Details	Description	Remarks
1	Name of the Party		
2	Office Party		
3	Type of Party's Organization		
	(a)Sole Proprietor		
	(b) Partnership		
	(c) Private Ltd Company		
	(d)Public Ltd Company		
4	Name of the Bank in which Party maintains A/C		
5	Bank Branch Code		
6	Bank Account No		
7	IFSC Code		
8	PAN No		
9	GST No		
10	MIRC Code		
11	NEFT Code		

Thanking you.

Yours faithfully

(Authorized Signatory)

Note: Any erroneous information may lead to harmful transaction for which either AAI or the Bank will not be liable/responsible.

**AGREEMENT FOR
SITC OF XBIS ROLLER AT B.P.I. Airport, Bhubaneswar**

BETWEEN

**AIRPORTS AUTHORITY OF INDIA, RAJIV GANDHI BHAWAN, SAFDARJUNG AIRPORT, NEW
DELHI- 110 003**

AND

M/S

.....

This agreement is made at Bhubaneswar today day of(Month)of ----(Year) between AIRPORTS AUTHORITY OF INDIA, A body corporate constituted by the Central Government under the Airports Authority Act (Act 55 of 1994) and having its Corporate office at RAJIV GANDHI BHAWAN, SAFDURJUNG AIRPORT, NEW DELHI-110003 represented by hereinafter called the 'AUTHORITY' (which term shall unless excluded by or is repugnant to the context be deemed to include its Chairman, or Member, Executive Directors, General Managers, Officers or any of them specified by the Chairman on his behalf and shall also include its successors and assigns on one part and having its principal office space & place of business (hereafter called and represented by of the on the other part hereinafter called the CONTRACTOR (which term shall unless excluded by or is repugnant to the context, be deemed to include its higher, representative, successors and assigns of the contract) .

Whereas, the AUTHORITY wants to **SITC OF XBIS ROLLER AT B.P.I. Airport, Bhubaneswar** and CONTRACTOR is desirous of supplying the same.

WHEREAS, AUTHORITY invited offers for the **SITC OF XBIS ROLLER AT B.P.I. Airport, Bhubaneswar** WHEREAS, the CONTRACTOR has offered its bid for **SITC OF XBIS ROLLER AT B.P.I. Airport, Bhubaneswar**, in accordance with their Price Bid opened on on AAI e-portal. This Price is inclusive of patents, handling charges, VAT/Sales Tax/Entry Tax/Octroi /work contract tax/Service Tax, labour cess and all other taxes, duties, levies, freight, Insurance, etc...up to destination and Service tax against Supply and warranty services on each site and AAI has accepted its offer;

Now, therefore, in consideration of the promises and mutual covenants contained herein, the CONTRACTOR and the AUTHORITY (hereinafter referred to as the "parties") agree as follows:

For the purpose of this contract the following constitutes part of the agreement:

- a. **Contract Period** – for three year with effect from up to
AUTHORITY's Tender Documents for the Scope of **SITC OF XBIS ROLLER AT B.P.I. Airport, Bhubaneswar** comprised of Tender no.----- and CONTRACTOR *Price bid opened on AAI e-portal on*
- b. Bid Response Documents submitted by the CONTRACTOR in fulfilling the tender requirements that includes the signed Compliance.
- c. Unconditional acceptance of AUTHORITY Tender conditions as given by the CONTRACTOR.
- d. Replies to Queries raised by AUTHORITY during Technical evaluation and Technical clarifications submitted by the CONTRACTOR in response thereof vide *letter dated:*
- e. The price bid of the CONTRACTOR *opened on AAI e-portal* and accepted by

AIRPORTS AUTHORITY OF INDIA, B.P.I. AIRPORT, BHUBANESWAR

AUTHORITY.

- f. AUTHORITY's Letter of Intent stating acceptance dated----- and the CONTRACTOR's acknowledgement dated.....
- g. AUTHORITY Order no.
- h. Performance Bank Guarantee No. Date for Rs.....

Whereas, the AUTHORITY agreed to Supply items against tender for **SITC XBIS ROLLER AT B.P.I. Airport, Bhubaneswar** inclusive of 36 calendar months onsite warranty On AUTHORITY Terms and conditions, mutually agreed upon as hereunder:

IN WITNESS WHEREOF, The parties have caused this agreement and executed by their respected duly authorized representatives on theday..... andyear written.

ON BEHALF OF
(M/S)

ON BEHALF OF
(AIRPORTS AUTHORITY OF INDIA)

1. Witness:

1.Witness:

2. Witness:

2.Witness:

UNCONDITIONAL ACCEPTANCE LETTER

(TO BE SUBMITTED IN PQQ)

To

Airport Director
Airports Authority of India
BP International Airport
Bhubaneswar-751020

Sub: Un-conditional Acceptance of AAI's NIT Conditions

Name of Work: -SITC OF XBIS ROLLER AT B.P.I. Airport, Bhubaneswar.

Dear Sir,

1. The tender document for the works mentioned above have been issued to us by Airports Authority of India and I/we hereby certify that I/we have read the entire terms and conditions of the tender document made available to me / us in CPP Portal, which shall form part of the contract agreement and I/we shall abide by the conditions / clauses contained therein.
2. I / We hereby unconditionally accept the tender conditions of AAI's tender document in its entirety for the above works.
3. It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks / conditions in the bid document enclosed in envelope PQQ, Technical bid and Price bid and the same has been followed in the present case. In case any provisions of this bid document are found violated after opening PQQ, Technical bid and Price bid envelope ,I / we agree that the bid shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
4. That, I /We declare that I/we have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI ask for bribe /gratification, I will immediately report it to the appropriate authority of AAI.

Yours faithfully

(Date with rubber Stamp)

(Signature of the Bidder with Rubber Stamp)

(Format for Intimation of Force Majeure Occurrence)

To

Airport Director
Airports Authority of India
BP International Airport
Bhubaneswar-751020

Name of Work: -SITC OF XBIS ROLLER AT B.P.I. Airport, Bhubaneswar.

Sir,

Pursuant to ClauseNo.12-FORCEMAJEURE, it is for your kind in formation that a case of force majeure has since occurred. Details are given below:

Date of occurrence	Detail of Incident	Activity affected	Likely Delay	Requested Extension

We are entitled to an extension in the date of completion as requested above. Bar Chart with revised schedule of activities is attached. Please approve the extension in the time. Evidence of the date of occurrence is also enclosed.

It is certified that performance of the Contract has been interfered with. It is also certified that the incident has not occurred due to our own action and that there has not been any lack of action by us in preventing the occurrence.

We are only claiming the extension in the date of completion of the activity (ies) and not claiming the loss incurred in the course of the incident.

Yours truly,

(Project Leader)

Enclosures:

1. Revised Bar Chart.
2. Evidence of the occurrence of the Force Majeure case (..... sheets)

APPLICATION FOR EXTENSION OF TIME**Part-I**

1. Name of the Contractor
2. Name of the work as given in the agreement
3. Agreement No.
4. Contract Amount
5. Date of Commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Date of actual completion of work
9. Period for which extension is applied for.
10. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.

S. No.	Name of Hindrance	Date of Occurrence of hindrance	Date of over of hindrance	Period of hindrance	Overlapping Period	Net extension applied for	Remarks if any

Total period for which extension is now applied for on account of hindrances mentioned above.

Month Days

11. Extension of time required for extra work.
12. Details of extra work and the amount involved:-

Total value of extra work	Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
(a)	(b)

13. Total extension of time required for 10 & 11.

Submitted to the Project Leader

Signature of Contractor
Dated

Part II
(For Official Use)

1. Date _____ of _____ receipt _____ of _____ application
from _____
Contractor for the work of _____ in the office of the
Jt.. General Manager (CNS)
2. Recommendations of the project Leader as to whether the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he does not recommend the extension, reasons for rejection should be given

Dated:

Signature of the project In-charge

(To be filled in by the Project Leader)

1. Date of receipt in the Office:-
2. Project Leader's remarks regarding hindrances mentioned by the contractor.
 - i) Serial No
 - ii) Nature of hindrance
 - iii) Date of occurrence of hindrance
 - iv) Period for which hindrance is likely to last
 - v) Extension of time applied for by the contractor
 - vi) Overlapping period, if any, giving reference to items which overlap
 - vii) Net period for which extension is recommended
 - viii) Remarks as to why the hindrance occurred and justification for extension recommended.
3. Project Leader's Recommendations. The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under Clause 32 of the agreement.

Signature of Project Leader

Signature of Accepting Authority

Annexure-X

Details of the BIDDER Firm.

1	Name of the Bidder/supplier	
2	Name of the bank	
3	Name of the branch	
4	Complete address of bank	
5	Account of beneficiary	
6	Type of account	
7	Core Banking Account No In full	
8	IFSC code of the bank	

AUTHORIZED SIGNATURE _____

NAME OF THE SIGNATORY _____

NAME & ADDRESS OF THE BIDDER

OFFICIAL SEAL _____ Date _____

Declaration-1 by the Contractor/Bidder

I / we, the undersigned do hereby declare that, I / we have never ever been blacklisted and / or there were no debarring actions against us for any default in Supply of material / equipment's by the Airports Authority of India

In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of the purchaser.

Signature of Bidder : _____

Name: _____

Date : _____

Seal :_

E-mail address :_

Declaration-2 by the Contractor/Bidder

I/We hereby declare that none of the members or my/our relatives is relative of any employee of AAI and I/We also further declare that no Director/Employee of Airports Authority of India is/are a Director/Partner of my/Our firm/Company/ Partnership) Proprietor.

Signature of Bidder: _____
Name : _____
Date : _____
Seal : _____
E-mail address : _____

Declaration-3 by the Contractor/Bidder

I / we, the undersigned do hereby declare that, I / we are

Original Equipment Manufacturer (OEM)

Or

Authorized representative of OEM

Or

System Integrator (SI)

(PLEASE STRIKE OUT ANY ONE OF ABOVE IN BOLD LETTERS)

For Supply of material / equipment's to the Airports Authority of India as mention in tender.

In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of the purchaser.

Signature of Bidder	:	_____
Name	:	_____
Date	:	_____
Seal	:	
E-mail address	:	

Declaration-4 by The Contractor/Bidder

I/We here by declare that no part of the scope of work mentioned in tender shall be sublet or outsourced to any third party.

Signature of Bidder : _____
Name : _____
Date : _____
Seal : _
E-mail address : _

Declaration-5 by The Contractor/Bidder

I/We hereby declare that our company is registered for GSTN and compliant of GST provision. In case of Non Compliance of GST provision and blockage of any Input Tax Credit , contractor shall be responsible for same and shall Indemnify AAI for the loss if any suffered by AAI.

Signature of Bidder : _____
Name : _____
Date : _____
Seal : _____
E-mail address : _____

PRICE BID (EXCLUDING GST)

ANNEXURE-A

PRICE COMPONENT FOR SITC OF XBIS ROLLER AT BPI AIRPORT, BHUBANESWAR

(To be uploaded in Excel Format)

PRICE BID							
SI No.	Item Description	Item code/ Make/ Model	QTY	Units	Rate (Excluding GST) in Figure to be entered by bidder in INR.	Total Amount	Total Amount in Words
Supply							
1	Supply of 2000mm(L)/700mm(W) Input/ Output Straight Gravity Roller Conveyor made off stainless steel with adjustable foot complete as required and as per details in Technical Specification sl. no. 3		2	Nos			
2	Supply of 3000mm(L)/700mm(W) Input/ Output Straight Gravity Roller Conveyor made off stainless steel with adjustable foot completes required and as per details in Technical Specification sl. no. 2 & 6		2	Nos			
3	Supply of 4000mm(L)/700mm(W) Input/ Output Straight Gravity Roller Conveyor made off stainless steel with adjustable foot complete as required and as per details in Technical Specification sl. no. 1, 4 & 8		3	Nos			
4	Supply of 5000mm(L)/700mm(W) Out Put Straight Gravity Roller Conveyor made off stainless steel with adjustable foot complete as required and as per details in Technical Specification sl. no. 7		2	Nos			
5	Supply of 6000mm(L)/700mm(W) Out Put Straight Gravity Roller Conveyor made off stainless steel with adjustable foot complete as required and as per details in Technical Specification sl. no. 5		1	Nos			
6	Accessories, Transportation & Installation charges		1	LOT			
Grand Total in figure (INR)							
Grand Total in Words							

SPECIMEN DESIGN

