

# AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LIMITED

Integrated Air Cargo Complex Meenambakkam, Chennai Airport, Chennai– 600 016, Phone No: 044 22560431 / 9755

# NOTICE INVITING E-TENDER

e-TENDER DOCUMENT FOR AWARD OF JOB CONTRACT FOR INVENTORISATION AND VALUATION / RE-VALUATION OF OLD UNCLEARED, UNCLAIMED, ABANDONED, SEIZED, CONFISCATED AND DETAINED CARGO, COURIER AND EXPRESS INTERNATIONAL CARGO RIPE FOR AUCTION/DISPOSAL LYING AT INTEGRATED AIR CARGO COMPLEX, CHENNAI AIRPORT UNDER THE PROVISIONS OF CUSTOMS ACT 1962, AND IN TERMS OF DIRECTIVES OF GOVERNMENT OF INDIA

Tender Reference No. : AAICLAS/MAA/DU/3421/2024

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## **DISCLAIMER**

The information contained in this NOTICE INVITING E-TENDER document (the "e-Tender") or subsequently provided to Applicant(s), whether in documentary form, by or on behalf of the AAICLAS, is provided to Applicant(s) on the terms and conditions set out in this e-Tender and such other terms and conditions subject to which such information is provided.

This e-Tender is neither an agreement nor an offer by AAICLAS but an invitation to the prospective Applicants or any other person. The purpose of this e-Tender is to provide interested parties with information that may be useful to them in the formulation of their financial application pursuant to this e-Tender. This e-Tender includes statements, which reflect various assumptions and assessments arrived at bythe AAICLAS in relation to the subject Concession. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This e-Tender may not be appropriate for all persons, and it is not possible for the AAICLAS, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-Tender. The assumptions, assessments, statements and information contained in this e-Tender may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-Tender and obtain independent advice from appropriate sources.

Information provided in this e-Tender to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The AAICLAS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The AAICLAS, its employees and advisors make no representation or warrantyand shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurredor suffered on account of anything contained in this e-Tenderer otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Tenderer arising in any way for participation in the bidding process.

The AAICLAS also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-Tender.

The AAICLAS may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-Tender.

The issue of this e-Tender does not imply that the AAICLAS is bound to select all the Proposals for bidding process for the Concession and the AAICLAS reserves theright to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the AAICLAS or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the AAICLAS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Application, regardless of the conduct or outcome of the Bidding process.

The Applicant shall be wholly responsible for any statements/documents/records, etc. submitted pursuant to this e-Tender and ensure accuracy thereof. The AAICLAS or its employees shall accept no responsibility or liability for any deficiency that may be made by the Applicant. Any false declaration made by the Applicant shallinvite action as may be decided by the AAICLAS including termination of Concession, debarring, forfeiture of EMD and/or Security Deposit. The Applicant shall also indemnify the AAICLAS and its employees from actions arising out of this e-Tender.

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# **CHECKLIST & ELIGIBILITY CRITERIA DOCUMENTS**

(To be confirmed by the firm before submission of tender documents In <a href="www.etenders.gov.in">www.etenders.gov.in</a> portal)

# DOCUMENTS TO BE UPLOADED

Sl. No.	Name of the Documents	Bid Name Tech./Financ.	Reference
1.	Copy of receipts of payment made towards tender fee of Rs. 2000/- (inclusive of GST @ 12%) (non-refundable) and EMD of Rs.22,000/- in favour of "AAICLAS" payable at Chennai	Technical	NIT, Clause 5 (a) & (b)
2.	Documentary proof in case of exemption of tender fee and EMD.	Technical	NIT, Clause 19 & 20
3.	Details of Tenderer with Bank Details	Technical	ANNEXURE-B
4.	Declaration on Non-judicial Stamp paper of value Rs.100/-duly attested by Notary Public (Affidavit)	Technical	ANNEXURE-C
5.	Unconditional Acceptance Letter	Technical	ANNEXURE-D
6.	Schedule of Job (Quantity)	Technical	ANNEXURE-E
7.	Declaration by tenderer on – compliance of order no.F.no.06/18/2019 – PPD dated 23.07.2020 issued by Ministry of Finance, Dept. Of Expenditure, Public Procurement Division	Technical	ANNEXURE-F
8.	Power of Attorney / Authorisation Letter (To be executed on non-judicial stamp paper of Rs.100/- or as per applicable state laws and duly notarized)	Technical	ANNEXURE-G
9.	Copy of Docs. For Annual Turnover of Firm exceeding Rs. 2.79 Lakhs during last 3 years, copy of P&L a/c & Balance Sheet for past 3 (three) years.	Technical	Clause 10(v)
10.	Copy of Docs. For Three years experience for Inventorisation / Valuation work	Technical	Clause 10(i), (ii)
11.	Certificate of Registration, PAN & GST, IT return for past 3 years	Technical	Clause 10(vi)
12.	Copy of (1) Registration Certificate, (2) certification of authorisation issued by Indian Institute of Valuers, (3) educational / technical qualification of the tenderer (4) empanelled as valuer with Indian Customs / Income Tax Dept.	Technical	Clause 10(vii)
13	Copy of Registration Certificate U/S 34AB of Wealth Tax Act, 1957	Technical	Clause 10(ix)
14.	Complete set of Tender papers duly signed with date and office seal affixed on each page by the Tenderer	Technical	-
15.	Uploading of the rates duly filled in the BOQ file in the portal. (Tenderers may note that except filling up the details like name of the firm and the rate, no other changes should be made in the file including the renaming of the file, failing which the BOQ file may not be accepted by the system).	Financial	BOQ file as uploaded in CPP Portal

# **DETAILS OF TENDER AND CRITICAL DATES**

Name of Work	JOB CONTRACT FOR INVENTORISATION AND VALUATION / RE-VALUATION OF OLD UNCLEARED, UNCLAIMED, ABANDONED, SEIZED AND DETAINED CARGO, COURIER AND EXPRESS INTERNATIONAL CARGO LYING AT INTEGRATED AIR CARGO COMPLEX, CHENNAI AIRPORT UNDER THE PROVISIONS OF CUSTOMS ACT 1962, AND IN TERMS OF DIRECTIVES OF			
	GOVERNMENT OF INDIA			
Tender cost (inclusive of GST)	<b>Rs. 1,120/-</b> (Rupees One Thousand One Hundred and Twenty Only) (non-refundable)			
Tender Ref No.	AAM/CARGO/3421/2023			
Period of Contract	TWO (02) YEARS extendable for ONE (01) year with the same terms and conditions subject to satisfactory performance without any escalation of final rate			
Tender Document Sale Start Date & Time	08.04.2024, 0900 Hrs			
<b>Tender Document Sale End Date &amp; Time</b>	06.05.2024, 1300 Hrs			
Clarification Start Date & Time	08.04.2024, 1000 Hrs			
Clarification End Date & Time	17.04.2024, 1800 Hrs			
<b>Bid Submission Start Date &amp; Time</b>	18.04.2024, 0900 Hrs			
<b>Bid Submission End Date &amp; Time</b>	06.05.2024, 1500 Hrs			
Last late of Submission of original DD for Payment of EMD	07.05.2024, 1500 Hrs			
Date of opening Technical Bid (tentative)	07.05.2024, 1530 Hrs			
Date of opening Financial Bid (tentative)	Date & time of opening of financial bid of only technically qualified Tenderers shall be intimated through "Notification to Tenderer" section, CPP e-tender portal.			

NOTE: AAICLAS may at its discretion extend / change / cancel the schedule of any activity by intimating the Tenderers through a notification on the e-tender portal / AAI Website.

Tender documents indicating full details of the contract will be available on AAI website <a href="www.aai.aero">www.aai.aero</a> and portal address <a href="http://etenders.gov.in">http://etenders.gov.in</a> between **08.04.2024, 0900 hrs** to **06.05.2024 up to 1300 hrs**.

For any further information contact us on 044-2256 0431/9755.

# E-TENDERING GUIDELINES TO TENDERERS

<u>E-Tendering Participation Requirements:</u> Interested bidders/tenderers willing to participate through e-tendering process are required to register themselves in the GOI Central Public Procurement Portal <u>www.etenders.gov.in</u>

For special Instructions to the Contractors/Bidders for the e-submission of the bids online through e-Procurement Portal follow hyperlink given below: <a href="https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page">https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page</a>

Bidders Manual Kit available for download at the hyperlink given below: <a href="https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page">https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page</a>

For any technical assistance with regard to the functioning of the portal, the bidders may contact the Help desk according to escalation matrix given below:

# **CPPP under GePNIC, Help Desk Services**

1. For any technical related queries, please call the Helpdesk at 24 x 7 Help Desk Numbers: 0120-4200462,0120-4001002

**Note-** 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 issues/ clarifications relating to the tender(s) published, kindly contact the respective Tender Inviting Authority.

**Tel** : 0120-4200462, 0120-4001002

Mobile: 91 8826246593 E-Mail: <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a>

2. For any Policy related matter / Clarifications, Please contact Dept of Expenditure, Ministry of Finance.

E-Mail: cppp-doe@nic.in

- 3. For any Issues / Clarifications relating to the publishing and submission of AAICLAS tender(s)
  - a) In order to facilitate the Vendors / Bidders as well as internal users, AAICLAS, Help desk services may be availed from **Sh Aman Mishra**, +918804377070 in case of any technical issues with bid submission at CPPP under GePNIC <a href="https://etenders.gov.in">https://etenders.gov.in</a>. The help desk services shall be available on all working days (Except Saturday, Sunday and Gazetted Holiday) between 0930-1800 hours and shall assist users on technical issues related to the use of Central Public Procurement Portal (CPPP).
  - b) Before submitting queries, bidders are requested to follow the instructions given in "Guidelines to Tenderers" and get their computer system configured according to the recommended settings as specified in the portal at "System Settings for CPPP".
- 4. The above mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal.
- 5. For queries related to the tenders published on the portal, tenderers are advised to contact concerned Bid Manager of AAICLAS.



# AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LIMITED

(An AAI subsidiary)

# INTEGRATED AIR CARGO COMPLEX CHENNAI AIRPORT: CHENNAI -600 016.

# **NOTICE INVITING e-TENDER**

1. E-Tenders are invited through the Central Public Procurement Portal (CPPP) by Regional Manager (SR) on behalf of, CEO, AAICLAS from the eligible contractors for the award of "JOB CONTRACT FOR INVENTORISATION AND VALUATION / RE-VALUATION OF OLD UNCLEARED, UNCLAIMED, ABANDONED, SEIZED AND DETAINED INTERNATIONAL CARGO, COURIER AND EXPRESS CARGO LYING AT INTEGRATED AIR CARGO COMPLEX, CHENNAI AIRPORT UNDER THE PROVISIONS OF CUSTOMS ACT 1962, AND IN TERMS OF DIRECTIVES OF GOVERNMENT OF INDIA".

Name of Contract	Name of Contract  Period of Contract		Earnest Money Deposit (EMD) (in INR)	Tender Cost
JOB CONTRACT FOR INVENTORISATION AND VALUATION / RE-VALUATION OF OLD UNCLEARED, UNCLAIMED, ABANDONED, SEIZED AND DETAINED INTERNATIONAL CARGO, COURIER AND EXPRESS CARGO LYING AT INTEGRATED AIR CARGO COMPLEX, CHENNAI AIRPORT UNDER THE PROVISIONS OF CUSTOMS ACT 1962, AND IN TERMS OF DIRECTIVES OF GOVERNMENT OF INDIA	Two (02) Years extendable for one more year with same terms and conditions subject to satisfactory performance	9.3 Lakhs (excluding GST) for two years	Rs.22,000 (Rupees Twenty Two Thousand only including GST)	Rs.1,120/- (including GST) (Rupees One Thousand One Hundred and Twenty Only) (Non- refundable)

**NOTE:** Participants are required to upload the documents after making proper diligence study.

2. The following documents are part and parcel of NIT: a) Specific Conditions For Non-Acceptance of Tender Documents, b) Availability / downloading of tender documents, c) General Information/Guidelines, d) Draft Agreement (Annexure 'A'), e) Details of tenderer with bank details (Annexure 'B'), f) Affidavit (Annexure 'C'), g) Unconditional acceptance letter (Annexure 'D'), h) Schedule of Job Quantity (Annexure 'E'), i) Declaration by tenderer (Annexure 'F'). j) Power of Attorney / Authorisation Letter (Annexure 'G').

- 3. The tendering process is online at CPP portal URL address <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> Aspiring Tenderers may go through the tender document by login the CPP Portal.
- 4. Prospective Tenderers are advised to get themselves acquainted for e-tendering participation requirements at "E-Tendering Guidelines To Tenderers," register themselves at CPP Portal, obtain 'User ID' & 'Password' and go through the 'Self Help Files' available in the Home Page after log in to the CPP portal <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for login and submission of their application. The process normally takes 03 days of time.
- 5. a) The cost of **Tender fee** of **Rs. 1,120**/- (Rupees One Thousand One Hundred and Twenty Only) (Non-refundable) including GST will be required to be paid by the tenderers before the scheduled time of e-tender submission through online mode only (payment link of Etender.gov.in portal) before the scheduled time of e-tender submission through RTGS/NEFT in favour of "AAI Cargo Logistics and Allied Services Co. Ltd.". No other mode of payment shall be acceptable.

The particulars pertaining to the bank account of **AAI Cargo Logistics and Allied Services Co. Ltd.** for payment through RTGS/NEFT is as follows:

Account Name	AAI Cargo Logistics and Allied Services				
	Company Ltd.				
Account Type	Current				
Account Number	37046868039				
Bank Name	State Bank of India				
Branch	Meenambakkam,				
IFSC Code	SBIN0005789				

b) The **Earnest Money Deposit (EMD)** for the amount of Rs.**22,000/-** (Rupees Twenty Two Thousand only) will be required to be paid offline through Demand Draft (DD) by the tenderers drawn in favour of AAI Cargo Logistics and Allied Services Company Limited (AAICLAS) payable at Chennai from a nationalized or any scheduled bank but not from cooperative or gramin bank and original should be submitted in the office of Regional Manager (SR), AAICLAS, International Air Cargo Complex, Chennai Airport, Meenambakkam, Chennai – 600 016 before the scheduled time of e-tender submission.

A scanned copy of the DD is to be uploaded along with the tender documents at the time of submission of Technical bid. Non-submission of Tender Cost receipt and EMD receipt shall lead to disqualification of tenderers.

<u>Note:</u> Non-submission of Tender Cost and EMD declaration shall lead to disqualification of tenderers, unless otherwise exempted.

6. <u>Period of Contract:</u> The period of contract shall be initially for **TWO** (02) years from the date of commencement of the contract, terminable by three months notice on either side. The contract may be extended by AAICLAS on its own discretion for a further period of **ONE** (01) year subject to satisfactory performance without any escalation of final rate.

<u>Note:</u> The final rate shall be subject to final outcome of the tender. The rate quoted by the successful bidder /L1 will remain same during the contract period. No annual escalation on the quoted rate is applicable.

7. The estimated number of packages to be evaluated during contract period is 3000 packages per annum approximately. However, the estimated number of packages are not static and may like to increase or decrease during valuation time.

<u>Note:</u> Packing materials such as card board boxes of required different sizes, cargo tapes, stripping rolls, steel clips, markers, cutting blades etc shall be supplied by AAICLAS.

# 8. **Bid Submission:**

- i) Bids shall be submitted online only at CPP website: <a href="https://etenders.gov.in.eprocure/cppp">https://etenders.gov.in.eprocure/cppp</a>
- ii) Tenderer / Contractor are advised to follow the instructions "E-Tendering Guidelines To Tenderers" provided for online submission of bids.
- iii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv) Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under any circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partners(s) / directors(s) are common) shall not be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- v) Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <a href="https://etenders.gov.in.eprocure/cppp">https://etenders.gov.in.eprocure/cppp</a>, shall not tamper / modify the tender form including downloaded BOQ template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be summarily rejected and tenderer is liable for debarment from AAI/ AAICLAS, apart from any other appropriate legal action.

# 9. **BID OPENING PROCESS:**

The bid opening process is described below:-

- 9.1. <u>Technical Bid</u>: Containing Documents for Technical Bid uploaded by the tenderers shall be opened **on 07.05.2024 at 1530 Hrs**. The intimation regarding acceptance / rejection of their bids will be sent through the e-tendering portal.
- 9.2. <u>Financial Bid</u>: The opening date, depending on evaluation of Technical bid documents, shall be intimated through "Notification to Tenderer" Section. If any clarification is needed from the Tenderer about the deficiency in his uploaded documents in Technical Bid, he will be asked to provide it through "collaboration folder" in e-tendering portal. The Tenderer shall upload the requisite clarification / documents within time specified by AAICLAS, failing which tender will be rejected outrightly. Financial bids of the tenderers / firms found to be meeting the qualifying requirements shall be opened on the specified date. The date and time of opening of Financial Bid of technically qualified tenderers will be intimated through "Notification to Tenderer" Section.

# 10. Qualifying requirements of tenderers / firms for Technical Bid and Financial Bid:

- i) Work Experience: The firms / tenderers should have working experience as Valuer for last 3 (three) Financial Years in Job of Valuation, inventorisation with credential certificate.
- ii) The Firms / Tenderers should submit a certificate for experience of satisfactory completion applicable as follows:
  - (a) one work of Rs. 3,72,000/- per year in a single contract of similar nature of works or.
  - **(b)** two works each of Rs. 2,32,500/- per year or
  - (c) three works of each of Rs.1,86,000/- per year.
- iii) Experience certificate should show date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources (TDS) certificate in support of their claim for having experience of stipulated value of work.
- iv) The Firms / Tenderers will be qualified only, if they have satisfactory completion of the work. Phase / Part completion of the scope of work in a contract shall not be considered, however pre-determined phasing of the work will be accepted work(s) during last seven (07) years ending 31/03/2023 in India as given below.
- v) The Firms / Tenderers should have annualized *average financial turnover of* **2.79** *lakhs* against works executed during last three financial years ending **31/03/2023**. As a proof, copy of abridged Balance Sheet, Profit & Loss Account Statement of the firm should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- vi) The Firms / Tenderers should have valid Registration on the Date of issue of Tender in appropriate Class, having Permanent Account Number (PAN), Goods & Services tax (GST) registration, Company/Firm registration and Income Tax Returns (ITR) for the last three financial years.
- vii) The Firms / Tenderers should figure in the list of registered valuers /Empanelled Chartered Engineers with Indian Customs / Income Tax Department and should have valid documents as follows: (1) Registration Certificate, (2) certification of authorisation issued by Indian Institute of Valuers, (3) educational / technical qualification of the tenderer (4) empanelled as valuer with Indian Customs / Income Tax Dept.
- viii) The Firms / Tenderers should submit a certificate in compliance with Order No.F.No.6/18/2019-PPD dated 23.07.2020 on restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance as per proforma Annexure-F of NIT.
- ix) The Firms / Tenderers should be duly registered with Govt. Authorities such as Mandatory registration U/S 34AB of Wealth Tax Act, 1957 with Authority Chief Commissioner of Income Tax / Empanelled with High Courts & Financial Institutions, such as IDBI / ICCI / IFCI to carry out valuation function and must have at least one-year experience in valuation of cargo.



- x) The Firms / Tenderers should submit an Affidavit as per Performa given in Annexure-C of Tender Document. The affidavit is to be attested by a notary public  $\,$  / first class magistrate on a non-judicial stamp paper of Rs.100/-.
- 11. Packing materials such as card board boxes of required different sizes, cargo tapes, stripping rolls, steel clips, markers, cutting blades etc shall be supplied by AAICLAS.
- 12. Quoted rates in BOQ are for Inventorisation and Valuation / Re-Valuation per package irrespective of weight, size, shape, value and contents including lab test (if required), filing of Bill of Entry, and obtaining Customs Clearance for Lots Sold.
- 13. Valuer / Contractor officials shall be deputed on need basis as and when called by AAICLAS.
- 14. Notwithstanding the above, the contractor shall not discontinue the services within the notice period until such time the AAICLAS permits him / her to withdraw the services by written communication or till such time alternative arrangements are made, whichever is earlier.
- 15. The contractor shall abide by all the applicable rules and regulations framed under Central / State Laws, for the provision of License under Contract Labour Act 1970, Disbursement of wages, PF, ESI, Bonus and other statutory obligations / welfare measures and also the insurance cover (Third Party Coverage) for any possible injury or loss to the work force, as a result of the Deployment in the premises of AAI/AAICLAS or in the course of the performance of the functions under the License.
- 16. The experience, as claimed by the bidders should be duly supported by documents establishing the claim of the bidders. An indicative list of such documents can be copies of award letters supported by experience certificate issued by the contract awarding firms, copy of work completion certificate issued by the contract awarding firms. Books of accounts shall clearly depict the incomes from the claimed business. In the absence of above mentioned supporting documents, merely submitting an experience certificate issued by Charted Accountant will not be considered to testify the claimed experience. The copy of work order / license / agreement is to be submitted for verification.
- 17. **TECHNICAL BID:** Containing Qualifying Requirements of Contractor / Tenderer / Firm. They shall contain scanned copy of digitally signed documents (in readable form) submitted at AAICLAS e-tendering Portal.
  - i) Copy of receipts of payments towards Tender Fee and EMD shall be uploaded.
  - ii) Copy of details of Tenderer with Bank Details (as per Annexure-B).
  - iii) Filled in Affidavit on a non-judicial stamp paper of value Rs.100/- (as per Annexure-C)
  - iv) Filled in details of unconditional Acceptance of AAICLAS Tender Conditions (as per Annexure-D).
  - v) Filled in Declaration for Rule 144 (xi) of GFR, 2017 (as per Annexure F).
  - vi) Power of attorney for signing of proposal (as per Annexure-G).
  - vii) Copy of proof of Three (03) years Experience as per Clause 10 (i), (ii) of the NIT.



- viii) Copy of Balance Sheet/ Profit and Loss account statement for last three financial years as a proof of Annual turnover exceeding Rs. 2.79 Lakhs as per Clause 10(v) of NIT.
- ix) Copy of certificate of Registration, Copy of PAN Card and GST Registration Certificate as per Clause 10 (vi) of NIT.
- x) Copy of proof as valuer with Govt. Authorities as per Clause 10 (vii).

# 18. **FINANCIAL BID SCHEDULE OF JOB QUANTITY (AS PER ANNEXURE – E):** All rates and GST applicable shall be quoted in the format provided and no other format is acceptable. The price bid has been given as standard BOQ format with the tender document, the same is to be downloaded and to be filled by all the Tenderers. Tenderers are required to download the BOQ file, open it and complete the green coloured (unprotected) cells with their respective financial quotes %, GST and other details (such as name of the Tenderers). No other cells should be changed. Once the details have been completed, the Tendererss should save it and submit it online, without changing the filename. If any of the contents of BOQ item is found to be modified by the Contractors, the bid will be rejected.

# 19. Concessions to Indian Micro & Small Enterprises (MSEs) units:-

As per the Public Procurement Policy for MSEs Order, 2018, the tender sets are free of cost and exempted from payment of earnest money to all MSEs (Micro & Small Enterprises), having registration as per provisions of the policy i.e., registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME. However, to avail exemption facility, Tenderer is required to submit documentary proof (viz. requisite clearance / license / permit from statutory Authority) in (Envelope-I) in this regard.

# 20. PROCEDURE FOR EXEMPTION OF TENDER FEE FOR NSIC / MSEs:

Micro and Small Enterprises (MSEs) – registered with District Industries Centres or Khadi and Village Industries commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, and further amendments for goods produced and service rendered – shall be issued Tender Documents free of cost.

The following procedure is adopted for the Tenderers registered with NSIC / MSEs:

- (i) Tenderer shall produce documentary proof in Technical Bid for exemption of Tender Fee/earnest money.
- (ii) The MSEs who intent to claim benefit under MSME Act, shall fulfil the following, otherwise they run the risk of their bid being passed over as "INELIGIBLE" for the benefits Applicable to MSEs and their bid will not be considered for evaluation.
- (iii) MSEs which are specified by the Ministry of Micro, Small and Medium Enterprises under MSMED Act 2006 and Public Procurement Policy, 2018 as Manufacturing / Service Enterprises should have registered with NSIC under its Single Point Registration Scheme (SPRS)



- (iv) NSIC certificate with monetary limit indicated should be valid on the scheduled date / extended date of submission of tender. Certificates without monetary limit will not be considered.
- (v) The items of Product / Services mentioned under NSIC certificate should be the same or similar to the tendered items (Schedule of Quantity of Tender).
- (vi) If monetary limit is less than the value of work(s) / Supply is / are "In hand (Progress)" awarded under MSME benefits during the financial year plus estimated cost of this tender, they should obtain "Competency Certificate" from NSIC for participating in this tender as well as to avail MSME benefits. The competency certificate should be uploaded in the Technical Bid.

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# SPECIFIC CONDITIONS FOR NON-ACCEPTANCE OF TENDER DOCUMENTS

"Tender Documents" shall not be accepted from the agencies falling under the following categories:

- 1. Parties De-barred/black listed by CBI or AAI/AAICLAS or Undertakings/Departments like Railway, Defence or any other Department of Govt. of India, State Govt. Parties shall have to furnish a declaration to this effect at the time of uploading the tender documents.
- 2. Parties facing action under The Public Premises (Eviction of Unauthorised Occupants) Act, 1971 with AAI/AAICLAS.
- 3. Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI/AAICLAS at any of the airports as a whole and has not paid such dues to AAI/AAICLAS shall also not be eligible for the tender.
- 4. Consortium / Joint Venture firms shall not be permitted. No single firm shall be permitted to submit two separate applications.
- 5. The Tenderer other than exempted category who fails to submit the copies of receipts of payment towards Tender fee and original Demand Draft (DD) towards EMD before the stipulated date and time, their tender shall be rejected out-right. Any postal delay will not be entertained.
- 6. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAICLAS. Conditional tenders would be summarily rejected.

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# AVAILABILITY/DOWNLOADING OF TENDER DOCUMENTS

- 1. Tender documents indicating full details of the Job Contract will be available on AAI website <a href="http://www.aai.aero/">http://www.aai.aero/</a> and portal address <a href="http://etenders.gov.in">http://etenders.gov.in</a> between **08.04.2024**, **0900 hrs** to **06.05.2024 upto 1300 hrs**. A scanned copy of the payment made is to be uploaded along with the technical bid documents of tender documents at the time of submission. Non-submission of Tender Cost and original Demand Draft towards EMD shall lead to disqualification of tenderers.
- 2. The Bids shall be submitted only on the NIC e-Tender portal <a href="http://etenders.gov.in">http://etenders.gov.in</a>
- 3. The bids shall not be accepted in any other form. The contractors are requested/advised to get themselves acquainted for e-tendering participation requirement themselves.
- 4. Tender documents duly completed in all respects containing Technical Bid along with Financial Bid (separately) be uploaded (in English only) by **07.05.2024**, **1500hrs** (AAICLAS may extend/modify this date at its discretion). Each page of Technical Bids should be signed by the person authorized by the tenderer.
- 5. Financial Bid of technically qualified Tenderers only will be opened. It should be unconditional.
- 6. Conditional tenders will be summarily rejected.
- 7. Clarification needed, if any may be sent through e-tendering portal only.
- 8. AAICLAS has the right to seek clarification from the participants for better understanding of bids.
- 9. AAICLAS reserves to itself the right to reject conditional tenders without assigning any reason thereto.
- 10. AAICLAS reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail or information from any of the tenderer(s).
- 11. AAICLAS reserves itself the right of extend the date of receiving/opening of the bids as well as to extend the validity of the tender.
- 12. AAICLAS reserves the right to accept/reject any or all tender (s) in part or in full without assigning any reason.
- 13. Only one tender document shall be downloaded by a single party either a firm or an individual. The proprietor of more than one Company or Firm will be considered as single party and one legal entity.



- 14. A sole proprietor having concerns under different names will be considered as a single legal entity.
- 15. In case of partnership firm, as it does not have any legal entity on its own, hence if two or more firms are having common partners then all these firms will be considered as single entity. The principle of implied agency of partner as per the Partnership Act of India has been taken as the guiding principle. Since the provisions are different in Tax laws hence different PAN card will not entitle the firms having common partners to be treated as separate entity for the purpose of contracts in AAICLAS.
- 16. If the entity participating in any of the tenders is a Private or Public Limited company, Partnership Firm or Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such company is also a Director of any other company or partner of a concern Sole Proprietor having established business with AAI/AAICLAS and has outstanding dues payable to the AAI/AAICLAS, then the said entity may not be allowed in AAICLAS tenders.
- 17. In case of companies, if the holding company and its subsidiary are participating in the same tender then a disclosure to this effect to be made at the time of application for tender form. Also, it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.
- 18. In case a Foreign Company and its wholly owned Indian subsidiary (WOIS) company are participating in the same tender then a disclosure to be made during their application stage. Also, it will be mandatory for them to submit the basis and proof of the relationship during the Technical bid stage.

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# **GENERAL INFORMATION / GUIDELINES**

- 1. Tender documents are not transferable.
- 2. Following bids shall be submitted by the tenderer through online mode only at e-portal:
  - a) The Technical e-Bid through e-portal
  - b) The Financial e-Bid through e-portal

# 3. **Submission of Technical e-bid:**

- 4. Technical Bid shall be opened/scrutinized on **07.05.2024 at 1530 hrs** and shall contain the basic documents to be uploaded specified as under:
- 5. The tenderers are required to furnish Tender Cost of **Rs.1,120/-** (Rupees One Thousand One Hundred and Twenty Only) (Non-refundable) inclusive of 12% GST through Demand RTGS/NEFT in favour of AAI Cargo Logistics and Allied Services Company Ltd.

Account Name	AAI Cargo Logistics and Allied Services				
	Company Ltd.				
Account Type	Current				
Account Number	37046868039				
Bank Name	State Bank of India				
Branch	Meenambakkam,				
IFSC Code	SBIN0005789				

\*A copy of document indicating payment of Tender fee remitted through RTGS/NEFT is to be uploaded in the technical bid (online through e-tenders portal only).

6. The tenderers are required to furnish EMD Cost of Rs.22,000/- (Rupees Twenty Two Thousand only) inclusive of 18% GST through Demand Draft unless otherwise exempted.

\*Payment of EMD by Demand Draft drawn in favour of AAI Cargo Logistics and Allied Services Company Ltd. or AAICLAS payable at Chennai from a Nationalized or any scheduled bank (but not from co-operative or Gramin bank) and original shall be submitted to the Regional Manager (SR), AAICLAS, Integrated Air Cargo Complex, Meenambakkam, Chennai Airport, Chennai - 16. Any postal delay will not be entertained.

7. Non-payment of EMD and Tender fee by the stipulated date & time shall lead to disqualification of tenderer(s):

Note: Prospective bidders shall also note that they are not required to contact any AAI/AAICLAS employee or submit any documentary evidence of submission of EMD and Tender fee via Bank Transfer in the form of RTGS/NEFT to any AAI/AAICLAS employee during the process of the tender. In no scenario, the prospective bidders are required to submit/contact any AAI/AAICLAS employee for physical submission of any documents before opening of the bids. Tenders/Bids without EMD and Tender fee shall not be considered.

# 8. Refund of Earnest Money Deposit (EMD):

The EMD of unsuccessful bidders received through Demand Draft shall be returned within 30 days of opening of financial bid.

- 9. Tenderers will be qualified only if they have work experience as valuer for the last three (03) financial years in the job of valuation, inventorisation with credential certificate. Copies of documentary proof to be uploaded in technical bid as per clause 10 (i), (ii) & (iii) of NIT.
- 10. Self-attested copies of the PAN card, and GST Registration Certificate and Company Certificate of Incorporation are mandatory. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non-submission will not be considered as exemption. AAICLAS reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party as per clause 10 (vi) of NIT.
- 11. Form of Unconditional Acceptance Letter duly signed as per Annexure-D.
- 12. Copies (duly audited and certified by a Chartered Accountant) of Profit and Loss Account / Balance sheet of the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the Companies Act for the last three (03) financial years as per clause 10 (v) of NIT.
- 13. Any other documents required to fulfill the eligibility criteria of the requirement of tender conditions.

<u>Note:</u> One set of scanned copy of complete technical documents comprising of documents as listed in Clause 10, 17, 19 & 20 of NIT shall be uploaded along with the Technical bid.

- 14. It may clearly be noted that in case tender(s) submitted by the tenderers is not accompanied by any of the documents stated above at Clause 10, 17, 19 & 20 of NIT as may be relevant/applicable, such tenders shall not be considered.
- 15. Any other relevant information/document which tenderer(s) may consider appropriate including their expertise and experience in the areas other than for which tenders invited by AAICLAS.
- 16. Based on the aforesaid documentation and the qualifications indicated in the Tender Notice, if considered necessary, AAICLAS may call the tenderer(s) to give technical presentation about their experience, capability, capacity, professionalism. However, the technical presentation is for more understanding and will not be a ground for qualification of any offer.

# 17. **Submission/Opening of Financial Bid:**

(a) The financial e-bid should be in the prescribed BOQ file of <u>xls format only</u> to be uploaded in the e-Tender portal.



- (b) The amount of Valuation Charges should be conspicuously given both in figures as well as in words. In case of discrepancy between the amount offered in figures and words, the offer given in words only will be considered.
- (c) The financial bid of the technically qualified tenderer(s) only will be opened and the same will be informed to the concerned agencies. AAICLAS may extend/modify the date at its discretion.
- (d) For any further information contact us on 044-22560431, 2256 9755.

<u>Note:</u> If date of opening of technical/financial bid happens to be a holiday, the opening of the same will be on the next working day.

- 18. Specific Instructions to the Tenderer(s):
  - (a) Tenderer has to quote their financial quote only in the Base Rate column of BOQ file and upload in E-Tender portal. No other format of financial quote will be entertained.
  - (b) Downloading of tender form will be stopped on due date and time as given in the Tender Notice.
  - (c) The successful tenderer awarded with the work will be required to sign an agreement with AAICLAS as per the format enclosed within 15 days of the award.
  - (d) All rates shall be quoted as per Performa given in BOQ file.
  - (e) On acceptance of the tender, the name of the tenderer/ the name of the accredited representative(s) of the tenderer who would be responsible for taking instructions from authorized official of the AAICLAS is to be intimated.
  - (f) Silence or use of word 'Noted' against any of the tender conditions shall mean tenderer agrees to comply with that/those conditions.
  - (g) AAICLAS does not bind itself to accept the highest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
  - (h) GST, any other tax, duties, levies, octroi etc, the material/services, in respect of this contract shall be payable by tenderer and the AAICLAS will not entertain any claim whatsoever.

**Important:** AAICLAS reserves the right to verify, refer any document to the concerned Authority for confirmation from case to case basis. Mere submission will not bind AAICLAS to accept the documents as valid for opening of financial bid.

- 19. It may be noted that the Tenderer may be debarred for further participation in AAICLAS tender(s) for a period of three year, on account of non-completion of the following:
  - (a) Acceptance of the offer within **Seven (07) days** from the date of the award letter addressed to the party.
  - (b) Execution of the Agreement as per the Annexure-A within **Seven (07)** days from the acceptance of award letter.



- (c) Payment of Security Deposit should be made within **Fifteen** (15) days from the date of award letter.
- 20. Tender(s) will remain valid for a period of **90 days** from the date of opening of the Financial Bid. If any tenderer withdraws during the validity period, his EMD will be forfeited. However, after opening of financial bid, being L1 (lowest bidder) in the tender if the party withdraws its bid, EMD shall be forfeited and the said bidder will be debarred from participating in any tender of AAI/AAICLAS for three years.
- 21. The successful Tenderer shall intimate the names of the persons employed by him or going to employ, who are near relatives\* of AAI/AAICLAS employees.

<u>Note:</u> By the term near relative is meant wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in-laws.

- 22. Any breach of the conditions at Serial No.13 & 14 above by the successful tenderer(s) would render him/them liable to be removed from AAICLAS as a contractor and shall be debarred from issuing tender papers for the commercial contracts for a period of three (03) years.
- 23. AAICLAS reserves itself the right to extend the date of receiving/opening of the bids as well as to extend the validity of the tender.
- 24. AAICLAS reserves the right to reject any or all tender(s) in part or in full without assigning any reason.
- 25. Performance Evaluation of Agencies & Procedure for Debarring: Conditions for debarring and blacklisting parties:
  - (a) If a party after the award letter is issued does not complete the formalities of acceptance or does not commence the operation of the facility on the commencement date specified or does not sign the agreement within the prescribed date then the contract is liable to be terminated by AAICLAS. The party will also be debarred from participating in any tender of AAICLAS for a period of three years.
  - (b) If any contract is terminated due to any illegal activity which is punishable under any of Laws of the Land (Indian Customs Department) then the party will be debarred till the case is cleared by the concerned legal Authority of the land. In case, any penalty or fine is imposed by the concerned Authority then the party will be debarred till he obtains a clearance from the concerned Authority.
  - (c) If at any stage, during the tender process and even after the award of tender, AAICLAS finds that the party had submitted any false/wrong/concealment of information/document affecting eligibility criteria of the facility, in such case, party is liable to be debarred for three years for participation in AAICLAS tenders.
  - (d) If the contractor does not operate the contract up to 50% of the contract period, then the party is liable to be debarred for next one year.



- 26. Refund of EMD: The refund of EMD to tenderers who fail to qualify the eligibility / technical stage shall be returned within 30 days of their rejection.
- 27. Based on the experiences in past, it is estimated that 3000 packages (Import & Courier Cargo) per annum approximately (it may vary depending upon the availability either more or less) may be produced for inventory & valuation.
- AAICLAS reserves the right to extend the date of submission / opening of the bids as well as to extend the validity of the E-tender if situation warrants and withsufficient reasons.

\*Note: "By the term near relative is meant wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in laws".

All the above guidelines will form part & parcel of the Notice inviting E-Tender 29. (NIET).

# AGREEMENT

JOB CONTRACT FOR INVENTORISATION AND VALUATION / RE-VALUATION OF OLD UNCLEARED, UNCLAIMED, ABANDONED, SEIZED, CONFISCATED AND DETAINED CARGO, COURIER AND EXPRESS INTERNATIONAL CARGO RIPE FOR AUCTION/DISPOSAL LYING AT INTEGRATED AIR CARGO COMPLEX, CHENNAI AIRPORT UNDER THE PROVISIONS OF CUSTOMS ACT 1962, AND IN TERMS OF DIRECTIVES OF GOVERNMENT OF INDIA

THIS AGREEMENT MADE THIS	day of	two thous	and twenty	y four
between M/s AAI CARGO LOGISTICS AN	ND ALLIED SERVI	CES COMPANY	Z LIMITEI	D (An
100% subsidiary of AAI), having its corpor	rate office at AAICl	LAS Bhavan, Fly	ying Club	Road,
Safdarjung Airport, New Delhi-110003, 1	NDIA, represented	by <b>Regional</b>	Manager	(SR),
AAICLAS, Integrated Air Cargo Complex, C	Chennai Airport, Che	nnai – 600 016, h	nereinafter	called
"Authority" (which term shall unless exclu	ided by or is repugn	ant to the contex	xt be deen	ned to
include its Chairman or Member, Executive	Directors, Officers	or any of them	specified b	by the
Chairman in this behalf and shall also inc	lude its successors	and assign of th	ne one par	rt and
M/s	having	its registered	d office	e at
	and	represented	by	Shri
th	e Authorised Signat	ory of other par	t (together	r with
documentary proof of the authorized signator	ry) hereinafter called	the "Contracto	r" (which	terms
shall unless excluded by or is repugnant	to the context, b	e deemed to in	clude its	heirs,
representatives, successors and assigns of the	contractor).			

1. WHEREAS the Authority is desirous of availing services of contractor for providing services enumerated in Schedule "A" in respect of unclaimed, uncleared, abandoned E/L detention / Express Courier Cargo which services are hereinafter referred to as the said 'services' and whereas the said contractor has agreed to render the said services to the authority on the terms and conditions mentioned hereinafter.

# 2. **Scope of Functions**:

- 2.1 Contractor shall be responsible for correct and proper inventorisation / valuation / revaluation of all the packages presented / made available by the authority at the designated areas in terms of the scope of functions as detailed at SCHEDULE-'A'. Schedule-A shall form part of Agreement.
- 2.2 As and when required the contractor shall also make available the services of the panel of valuers including the expert(s) on the product line for valuation of the packages. The panel of valuers, in case required, may also include the representative of Customs which will be arranged by the Contractor. In case of any doubt the decision of the panel of three valuers shall be final.
- 2.3 After inventorisation / valuation / revaluation, Contractor shall promptly make available the packages together with the documentary details of inventorisation, valuation as per prescribed procedure to the designated officials of AAICLAS for proper stacking in the designated areas.

Contractor (Valuer) has to carry out the required functions as per the job contract / scope of function on the packages made available by AAI/AAICLAS.



2.4 The Contractor shall specifically notify the Authority in writing the items like Narcotics, Antiques, Radio Active Material, hazardous cargo, drugs (including the expired drugs/chemicals), pornography, Cinematographic films, religious material, fire-arms, precious metals, namely Diamond/ platinum/ gold/silver etc., in case found during the course of inventorization/valuation which cannot be disposed by AAICLAS through the auction.

# 3. **Duration of Agreement**:

This agreement shall be deemed to have commenced from	and shall continue to be
enforced up to The contract may be extended by AAICLAS o	n its discretion subject to
satisfactory performance only for a further period of one year on the	existing same terms and
conditions without any escalation of final rate.	

# 4. **Notice for Termination**:

- 4.1 The Authority shall have the right to terminate the contract after giving 90 days notice. The Contractor can also terminate this contract by serving a similar notice, in writing. Such notices will be served by 'Registered Post' or by hand at the respective address. Notwithstanding the above, the Contractor shall not discontinue the services within and after the notice period and shall continue to provide services as per the contract till alternative arrangements are made.
- 4.2 Even when the Contractor has served notice for rescinding the License / Contract, his / her personnel will not be withdrawn by him/ her till such time alternate arrangements are made by the Authority.
- 4.3 The Authority shall have the right to terminate the contract at any stage without giving a notice in case the Competent Authority of AAICLAS is satisfied that License has been obtained by indulging in fraud, cheating, submission of false, forged, fabricated, tampered documents, etc. and / or Contractor found indulging against the terms of the agreement.

# 5. **Payment Terms**:

- On consideration of the contractor actually performing the said services satisfactorily, Authority shall pay to the contractor an all inclusive lump sum rate of Rs.\_\_\_\_\_ per package irrespective of size/volume/weight/value of the packages, filing of consolidated Bill of Entry bidderwise and obtaining customs clearance of lots sold.
- 5.2 Service Tax/GST payable as per rules shall be reimbursed in addition to the charges at Clause 5.1 and TDS as applicable shall be deducted from the bill received from the contractor before release of the payment against such bill.
- 5.3 The aforesaid rate shall remain firm during the currency of the contract/agreement (Two years) and no claim for compensation or escalation shall be entertained from the contractor during the currency of the agreement. Contractor shall absorb all enhancements / payments on account of increase in wages/remuneration of his/her workers and the taxes, if any, payable during the currency of the agreement.
- 5.4 The contractor on completion of each month will submit bill along with the relevant documents duly certified by the designated officials of the Authority by the 5<sup>th</sup> of each month and the amount payable after deductions as finalized will be released to the contractor by the 20<sup>th</sup> of each month.



# 5.5 **Statutory and other deductions**:

Deductions towards Income Tax and other statutory dues / Taxes and the penal levies imposed by the Authority as provided for, shall be made from the payable amount of the monthly bill received from the contractor. In the event of any amount having been paid in excess, the same shall be recovered before the payment is released during the succeeding months. The payment of amount as computed by the Authority based on the relevant documents shall be deemed as final and binding on both the parties.

# 6. **Entry Passes**:

Before commencement of work, the Contractor shall apply for, in prescribed format application and arrange valid entry passes (Photo Identity Cards) for all the required personnel under the terms of the contract in due time. The passes shall be issued to all the concerned individuals at the commencement of each shift and retrieved at the end of the duty of each individual. The contractor shall also ensure that none of his manpower is found or deployed without holding a valid PIC and also beyond their stipulated duty timings.

Any such individual found inside the Air Cargo Complex beyond their duty timings or not in possession of a valid PIC shall be treated as unauthorized entrant and action as provided for shall be taken against such workmen/contractor in terms of Regulations in force.

The Contractor shall also additionally ensure that none of their worker / staff enter the areas of Cargo Complex for which they are not specifically designated, as per their assigned duty and any violation thereof shall render the concerned individual to forfeiture his/her entry permit/PIC besides imposition of penalty, as may be decided by the designated Authority officials.

# 7. <u>Indemnity against any claim on account of injury</u>:

The Contractor shall indemnify Authority against any claim on account of injury caused to and by his personnel/representative(s) during the course of their performance of duties owing to the negligent handling/mishandling of AAI property / cargo etc. and shall also comply with the provisions of the Workmen Compensation Act, 1923 and such other applicable statues/regulations.

# 8. <u>Statutory laws and Rules / Regulations and Rules & Regulations and Procedure of AAICLAS:</u>

The Contractor shall abide by all labour and other laws/ obligations including the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and other applicable statutes.

Before commencement of work under the provisions of this Contract, the Contractor shall obtain and produce to the Authority the Contract/license, as provided for under the applicable Laws.

The Contractor and his / her representatives/staff shall abide by the rules and regulations of the Authority and all other statutes while performing the contractual functions. The Contractor and all his workforce shall comply with the requirements and directions as given by the Authority in respect of any matter relating to hygiene, sanitation, prevention of infectious diseases, nuisance from insects/flies and use of toilets/washrooms etc.



# 9. **Subletting of Contract**:

The Contractor shall not sublet any portion of this contract to other agency (ies) and if subletting is established, the contractor shall be liable for termination after issuance of a formal notice to the contractor as provided for in this agreement. In addition, compensation / damages @ 10% of the bill amount for the relevant period shall also be levied.

# 10. Security Deposit:

The Contractor shall submit security deposit by means of a Bank Guarantee/FDR/NEFT/RTGS in favour of AAICLAS payable at Chennai from a Nationalized Bank for an amount of 10% of the estimated value of the contract, towards a Guarantee security for the due and faithful discharge of the contractor.

11. The Security Deposit will be refunded /discharged and returned to the Contractor after six months of the satisfactory completion of the License. No interest shall be payable by the Authority on the Security Deposit. The Authority reserves the right to forfeit wholly or partly the security deposit, for failure of any part of the terms or conditions of this Agreement. The amount of Security Deposit shall be recouped by the contractor, in case of any adjustments being made by the Authority, under clauses of this Agreement during the currency of this contract. Authority shall have the right to recover such shortfall in the amount, from any amount due to the contractor, in case of his/her failure to do so.

The value of Security Deposit as above shall increase proportionately with any increase in the annual value of the contract.

# 12. Administrative and Operational Space :

The Authority shall provide a working space free of cost to discharge their obligations to the Authority in terms of the scope of functions as detailed at SCHEDULE 'A'.

# 13. Character and Antecedents of Contractor's Workforce / Employees :

- 13.1 The Contractor shall deploy well behaved / workforce of unblemished character and with duly verified antecedents.
- 13.2 The Contractor shall furnish to the Authority in writing the name, parentage, residential address, educational and technical qualifications, specimen signature(s), finger prints and two recent passport size photographs of all personnel whom he proposes to employ for the purpose of this contract, before deploying and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable after verification. The personnel deployed by the contractor shall obey such directions as may be issued by the Authority. The contractor shall also have the character and antecedents of all persons deployed by him/her verified by the Police to the satisfaction of BCAS and the proof of antecedent's verification by the prescribed authority shall be submitted to AAICLAS before deploying the individual for this contract.
- 13.3 The Authority, however, reserves the right to reject any staff for deployment in this Contract.



13.4 The Contractor shall take action for the removal of such personnel deployed by him/her for the performance of functions under this Agreement, as and when advised by the Authority official(s).

# 14. **Standard of Work and Penalties**:

- 14.1 The Authority shall reserve the right to fix responsibility for omissions and commissions and impose the levies for such deficiencies in services after serving notice and giving a fair opportunity to the Contractor in respect of following:
  - a) Delay in Inventorisation / valuation / revaluation in specified time limit.
  - b) Wrong / improper Inventorisation / valuation / revaluation.
  - c) Negligence in performance of contractual obligations.
  - d) The wrong / improper documentation/accounting etc.

An amount of **Rs.500/-** (**Rupees Five hundred only**) shall be levied as compensation / damages **for each lapse / deficiency** in service as mentioned above. In addition to the penal levy, the Contractor, his/her workforce shall also be liable for action as per the provisions of Customs Act, 1962 and/or any other applicable laws/regulations.

# 14.2 Misconduct on the part of Contractor's Workmen / Staff:

If contractor or his/her worker/staff are apprehended tampering with, stealing/pilfering cargo and/or abetting in such acts or causing damage, tampering with or stealing/ pilfering of cargo or assets of the Authority will be dealt as per Law of the Land, he/she shall summarily be withdrawn from duty and shall also be removed from the premises of the Air Cargo Complex and further, shall not be re-deployed without the express and written consent of the Authority/designated officer of the Authority.

Whenever, the worker / staff of the Contractor is apprehended as above and/or found in an unauthorized possession of goods/property, the value of which does not exceed Rs.5,000/-levy of compensation/damages imposed will be Rs.1,000/-. Where value exceeds Rs.5,000/-levy imposed will be Rs.5,000/-. Such compensation/damages shall be imposed based on the findings of a joint investigation conducted by the designated official(s) of the Authority duly associating the Contractor's representative or documentary evidence.

The levies so imposed, per incident shall be in addition to and without prejudice to the recourse available to the Authority and the 'Laws of Land 'to realize / recover any kind of loss or damages which may be incurred or accrued.

# 14.3 Standard of Work:

In case it is observed by the Authority that the work performed by the Licensee is not as per the required/specified standards as contained in the scope of functions despite the penal levies being imposed on the Contractor for deficiency (ies) in the services / performance, the Authority shall levy a penalty not exceeding **Rs.5,000**/- in a month shall be final and binding on the Contractor.

In event of repeated delay or lack promptitude in discharge of any contractual functions viz. specified standards in addition to the compensation/damages, levy (ies), the Authority can exercise the option to invoke the Clause-4 of the Agreement and seek cancellation after serving the stipulated notice as provided.



14.4 In the case of such breach of the terms of this contract as minor offenses any complaints coming to its notice for which in the opinion of the Authority this agreement need not be terminated, the Authority may at its discretion recover compensation from the Contractor upto the limit of the Security Deposit of the Contractor. The decision of the authority in this respect will be final and binding on the Contractor.

# 14.5 **Cumulative Charges**:

The cumulative charges towards levies/compensation/damages as provided under the existing clauses for which the Contractor is liable, shall be limited to 5% of annual turnover of the contract value during the year.

# 15. **Delegation**:

The penalties as provided in the agreement will be decided at the level of Assistant Manager (Cargo) which may be reviewed on appeal if required by the Sr. Manager (Cargo) and upon further appeal, if situation warrants by the Regional Manager (SR) and the decision of Regional Manager (SR) shall be final and binding on the Contractor.

# 16. **Arbitration**:

In the event of any dispute arising out of this Agreement, the matter shall be referred to a sole Arbitrator to be appointed by the CEO, AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LIMITED. The decision of the Arbitrator so appointed shall be final and binding on both parties. The applicable law to such arbitration proceedings shall be the laws of land as may be in force from time to time. The Arbitration shall be held in Chennai and shall be subject to the jurisdiction of courts in Chennai. Arbitration and Conciliation Act 1996 shall be applicable.

# 17. <u>Miscellaneous</u>:

The Contractor will be well conversant with the provisions of Customs Act 1962 and other relevant laws / regulations.

- 18. The Contractor shall engage / deploy duly qualified personnel for jobs required to be performed under this agreement.
- 19. The Authority reserves the right to appoint as many Valuers as may be deemed fit.
- 20. Contractor shall not damage the premises or any part of premises and in the event of any damage being caused to the same intentionally or otherwise, by the contractor or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the contractor to reimburse cost thereof for which the contractor undertakes to pay forthwith on demand.
- 21. The contractor shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable in nature.
- 22. The Contractor shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee or heating of food etc. unless specifically provided under the agreement to perform contractual obligation.



- 23. The Contractor will during the continuance of this contract insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipt from time to time for current premium.
- 24. The contractor shall not hold (or) permit to hold any public or private valuation in the premises of AAICLAS except the valuation authorized by AAICLAS.

# 25. **Novation Clause:**

It is hereby agreed between the Parties that the AAICLAS shall have the right to novate this Agreement in favour of any third party (hereinafter "Third Party") on the same terms and condition as contained in this Agreement and the party hereby agrees to enter into such Novation Agreement recognizing the Third Party as the original authority in place of the AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LIMITED."

- 26. As per this agreement, the services of the valuer shall also be used for valuation/ revaluation of old uncleared, unclaimed, abandoned, seized, confiscated, detained, courier and Express Cargo lying at all Southern Regional Airports of AAICLAS as and when the need arises during the currency/ extension period of this contract.
- 27. To facilitate this service as mentioned in para 26 above, the valuer shall be reimbursed the actual Second class sleeper train fare in the shortest route from Chennai to the concerned station on producing of tickets of the travel. For local conveyance, food, accommodation an amount up to Rs.500/-lump sum per day shall be reimbursed on submission of proof of expenses, in addition to the quoted rate per package for valuation.

IN WITNESS WHEREOF THE AUTHORITY AND THE CONTRACTOR HAS SET THEIR RESPECTIVE HANDS TO THE AGREEMENT ON THE DAY, MONTH AND YEAR ABOVE WRITTEN. IN THE PRESENCE OF FOLLOWING WITNESSES.

For and on behalf of M/s	For and on behalf of M/s AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LIMITED
Witness:	Witness:
1.	1.
2.	2.

# **SCOPE OF FUNCTIONS**

- 1. The role of valuer starts from acceptance of cargo for inventorisation till final disposal through e-Auction, physical delivery of Cargo to the successful Tenderer/ destruction of Cargo through appropriate Destruction Authority including Inventorisation, Stickering, Valuation, Categorisation, Lot making, Filing Bill of Entries to Customs and assisting in payment of Customs Duty for the sold lots after assessment and approval of Bill of Entries by Customs & submission of hard/ soft copies to Customs & others, Coordination and uploading of details in MSTC website, attending various queries from Customs and other Regulatory Authorities, draft reply there on etc.,
- 2. Inventory of packages meant for disposal, tendered by AAI Cargo Logistics and Allied Services Company Limited (AAICLAS) and feeding of data in ICMS Disposal Module of AAICLAS with respect to Description, Generating lot based on the various commodities, valuation under secret password to be given to Contractor by AAICLAS Systems Administrator and print out of Inventory sheets (commodity wise) lot wise and a consolidated list for display on customs notice board and for submission to the Commissioner of Customs and other Statutory Authorities.
- 3. Submitting of statement of Inventory Report showing location number, sticker number, Import Warehouse Register Number (IWR)/year, weight, commodity and description to the designated officer of AAICLAS duly signed by Contractor, AAICLAS staff and Customs Appraising Officer on day to day basis.
- 4. Listing, quantifying and describing properly each item contained in the Package/consignment with reference to IWR/Year, Sticker number, AWB/HAWB/IGM No., Lot No. etc and ascertain value of the same and preparation of connected documentation for records of AAICLAS.
- 5. Drawing sample (for testing purpose/arriving value etc) with proper documentation wherever required, with the approval of the designated officer of AAICLAS. If any cargo to be valued and certified by specialist / experts depending on type of cargo, the same should be arranged by the valuer without any extra cost. The report should be submitted at the earliest for further action.
- 6. Arranging lab test, textile test, clearance from Asst. Drug Controller/ Airport Public Health Officer for food stuff inter-alia carrying out market survey etc. wherever required at his own cost. Any query by the Customs or any other statutory authority would be catered to by the appointed valuer.
- 7. Filing up and maintaining of inventory registered proforma etc.
- 8. Ascertaining weight of each package. Ensure proper inventory and valuation jointly with Custom whenever required.
- 9. Valuation arrived at should be based on fact (invoice/catalogues/market rate) CIF value and/or accepted principles in order to establish the Reserve Price and submission of same to the designated officer of AAICLAS confidentially. To carry out market survey for realistic valuation / pricing wherever required.
- 10. Supervision of unpacking/packing before and after inventory/valuation of cargo Inter-alia ensuring that the catalogues / invoices found in the packages are placed back in the relevant packages after carrying out market survey / research etc.



- 11. Revaluation of unsold consignment which remain unsold as and when required by Authority.
- 12. The packages made available by AAICLAS required to be inventorised in full. All formalities and valuation to be accompanied in a manner to ensure that no backlog or valuation for cargo tendered by AAICLAS exists after six months of the award of Job Contract.
- 13. Will maintain documentation as per the advice and procedure outlined by the authority and will also undertake required documentation with regards to filing of Bill of Entry, Payment of Customs duty and obtaining of Customs out of charge in terms of the prescribed Customs procedure from time to time. The Contractor will be well conversant with the provisions of Customs Act 1962 and other relevant laws / regulations.
- 14. Fixing/Marking package Number / lot number / sticker numbers etc against each package and maintain proper records thereof.
- 15. Authority shall provide labour for physical handling of packages for opening/closing/weightment etc of the cargo for inventory/valuation.
- 16. Furnishing details of all information as above to designated officer(s) of AAICLAS confidentially.
- 17. The Valuer will maintain Secrecy of Work assigned to them. They shall not divulge any information to others except in detriment to the interest of AAICLAS.
- 18. Packing materials such as card board boxes of required different sizes, cargo tapes, stripping rolls, steel clips, markers, cutting blades etc shall be supplied by AAICLAS.
- 19. The services of the valuer shall also be used for valuation/ revaluation of old uncleared, unclaimed, abandoned, seized, confiscated, detained, courier and Express Cargo lying at all Southern Regional Airports of AAICLAS as and when the need arises during the currency/ extension period of this contract.
- 20. To facilitate the service mentioned at para 19 above, the valuer shall be reimbursed the actual Second class sleeper train fare in the shortest route from Chennai to the concerned station on producing of tickets of the travel. For local conveyance, food, accommodation an amount up to Rs.500/-lump sum per day shall be reimbursed on submission of proof of expenses, in addition to the quoted rate per package for valuation.

### SIGNATURE OF CONTRACTOR

Regional Manager (SR)
For and on behalf of
AAI CARGO LOGISTICS AND ALLIED
SERVICES COMPANY LIMITED





# AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LTD (An AAI Subsidiary) INTEGRATED AIR CARGO COMPLEX CHENNAI AIRPORT – CHENNAI -600016

# ANNEXURE - 'B'

# **DETAILS OF TENDERER WITH BANK DETAILS**

1. Tender for	Job contract for Inventorisation and Valuation / Re- Valuation of old uncleared, unclaimed, abandoned, seized, confiscated and detained cargo, courier and express cargo lying at Integrated Air Cargo Complex, Chennai Airport under the provisions of Customs Act 1962, and in terms of directives of Government Of India
2.Period of License	(02) Two years
3.Name & Address of Tenderer (in Block Letters)	
Tel No. / Mobile No	
e-mail Id	
4.GST Registration / PAN Number	
5.Status of the Tenderer (Proprietorship / Partnership / Limited company)	
6.Name of Proprietor, Partners, Managing Director as the case may be to be indicated	
7. I/We have carefully read	and understood the terms & conditions of the license as contained

in Tender document issued by AAI Cargo Logistics and Allied Services Company Limited including the following:

# BANK ACCOUNT DETAILS OF THE TENDERER FOR ECS/RTGS/NEFT FUNDS TRANSFER

(to be filled in **BLOCK LETTERS**, signed, scanned and uploaded in Technical Bid in e-tender portal)

1.	Bank Name, Branch Name & Fu Address	111		
2.	Bank Account Number			
3.	IFSC Code (For RTGS/NEF Fund Transfer)	Т		
4.	Beneficiary Name & Address			
5.	PAN Number			
6	GST Registration Number			
7	Mobile Number of Tenderer			
8	E-Mail ID of Tenderer			
cepti	AAICLAS does not bind itselfing the whole or any part of the states quoted.			_
		Tenderer's Signature	:	
		Tenderer's Name	:	
		Address	:	
		MOBILE No.	:	
		E-MAIL ID.	:	

DATE: \_\_\_\_\_

# **AFFIDAVIT**

I _			Nama) Duamiata				aged			S/o
	ne of	Agency)	Name) Proprieto follows:							nnly
	I	am	competent				affidavit (Name of	on Agency	behalf y). I state	of that,
			k is awarded to minimum wage	our ag	gency; the v	vages to b	e paid to the	worker	s engaged	shall
	Further, I affirm to deduct the Provident Fund amount and ESI from the wages payable to the labourers at the prescribed rate and its timely deposit to the P.F. account in accordance with relevant provisions of law.									
DEI	PONE	NT								
Plac	e:									
Date	<b>:</b> :									
			lavit is to be a per of Rs. 100/-		by a First	Class M	agistrate / N	otary F	Public on N	Von-
	<b>b</b> ) 7	This affic	davit should be	submi	tted along	with the	Technical Bi	d (Tend	der Docum	ent)

## UNCODITIONAL ACCEPTANCE LETTER

(to be uploaded along with the technical bid within the stipulated time)

To

The Regional Manager (SR)
AAI Cargo Logistics and Allied Services Co Ltd
Integrated Air Cargo Complex,
Meenambakkam, Chennai Airport,
Chennai – 600016.

Sir,

Tender for the work of: <u>Job Contract For Inventorisation And Valuation / Re-Valuation Of Old Uncleared, Unclaimed, Abandoned, Seized, Confiscated and Detained Cargo, Courier and Express Cargo lying at Integrated Air Cargo Complex, Chennai Airport under the provisions of Customs Act 1962, and in terms of directives of Government of India.</u>

Tender to be uploaded up to 06.05.2024 at 1500 hrs on CPP Portal

### **TENDER**

I / We have read and examined the notice inviting tender, schedule A, Annexure-"A to G", Specifications applicable, General Rules, Guidelines, Directions and Conditions of Contract, Clauses of Contract, documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the AAI Cargo Logistics and Allied Services Company Limited for a period of 02 (Two) years and in accordance in all respects with the Rules and Directions Scope of functions in (Schedule-"A") of the Conditions of contract and with such material as are provided for, by and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **Ninety** (90) days from the date of opening of financial bid and not to make any modifications in its terms and conditions.

The EMD amount of **Rs.22,000/-** is hereby paid (or) we are exempted from payment of EMD being a registered MSME enterprise.

Further, I /We agree that in case of forfeiture of Performance Guarantee, I/We shall be debarred for participation in the re-tendering process of the work.



I / We hereby declare that, I / We shall treat the tender documents and other records connected with the work as secret / confidential documents and shall not communicate information / derived there from to any person other than a person to whom I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Yours faithfully,

(Signature o	of the	Tenderer)
	With	office seal

DATE:
Postal Address
Fax
Email
Mobile
Date:
Witness:
Address:
Fax
Email
Mobile

# (TO BE FILLED BY THE CONTRACTOR & SHALL BE UPLOADED) (SCHEDULE OF JOB QUANTITY)

S. NO	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	RATE PER PACKAGE (in Rupees) (Excluding GST)
	Inventorisation and Valuation/Re-valuation per package irrespective of weight, size, shape, value and contents including lab test (if required), making Lots			
	as per category, filing of Bill of Entry and obtaining Customs Clearance for Lots sold.			

SIGNATURE OF TENDERER
WITH OFFICE SEAL

DATE:\_\_\_\_\_

## **ANNEXURE-F**

Certificate to be submitted by the contractor in compliance with Order No.F.No.6/18/2019-PPD dated 23.07.2020 on restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance.

# (To be submitted in the bidder's letter head)

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We certify that I am/We are not from such a country / if from such a country, has been registered with the Competent Authority. I/We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).\*\*

I/We are fully aware that if the above statement declared is accepted and found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

	Tenderer's Signature	:
	Tenderer's Name	:
	Address	:
	MOBILE No.	:
	E-MAIL ID.	:
DATE :		
**(Delete whichever is not appli	icable)	



# POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(To be executed on non-judicial stamp paper of Rs. 100/- or as per applicable state Laws and duly notarized)

Know all men by these presents, we	(name of the firm and address of the registered
office) do hereby irrevocably constitute, nomi	
	of aged years and presently
residing at	who is
presently employed with us/ the Lead Member	of our Consortium and holding the position of
, as our true and lawful attor	
do in our name and on our behalf, all such acts, of	
connection with or incidental to submission of ou	
of our Bid for the Indi	ia (the "Concession") proposed by AAICLAS
including but not limited to signing and submission	
writings, participate in Pre- Proposals and other co	*
to the AAICLAS, representing us in all matters be	1 0
contracts including the Concession Agreement an	
Financial Proposal, and generally dealing with the	
relating to or arising out of our Financial Propos	
thereof to us and/or till the entering into of the Cor	*
thereof to us and/of the the entering into of the Cor	icession Agreement with the AAICLAS.
AND we hereby undertake and agree to ratify and deeds and things done or caused to be done by our powers conferred by this Power of Attorney and Attorney in exercise of the powers hereby conferred done by us.	r said Attorney pursuant to and in exercise of the that all acts, deeds and things done by our said
IN WITNESS WHEREOF WE	THE AROVE NAMED PRINCIPAL HAS
HAVE EXECUTED THIS POWER OF ATTORN 2024.	
	For
	1 01
	(Signature, name, designation and address)
	(Notarized)



Witnesses:		
1.		
2.		
2.		
Accepted		
	(Signature)	
(Name, Title and Address of the	e Attorney)	

### **Notes:**

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charterdocuments of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legalization Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.