Note: Bidder Must Comply to the Government of India notifications vide "ORDER (PUBLIC PROCUREMENT No. 4) OF DATED 23rd FEB 2023 which says about procurement conditions "Bidder From Country Which Shares A Land Boarder With India". Document could be refered vide given hyperlink. Pls specify required data as below;

https://drive.google.com/file/d/1urUfptfq10aaqu1I_E1ixfgecmGHhAaS/view?usp=sharing

BIDDER PLACE OF BUSINESS
 GOODS MANUFECTURING COUNTRY
 GOODS PARTS SOURCING COUNTRY

TENDER DOCUMENT

FOR THE SUPPLY

OF

AIRCRAFT TOWBAR

1. TOWBAR WITH ATR 42/72 TowHEAD - QTY 06 Nos

Tender Doc No: AIASL/CB-16b/23-24



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SCHEDULE OF TENDER

| Tender Number | AIASL/CB-16b/23-24 |
|-----------------------------------|--|
| SCOPE OF WORK | SUPPPLY OF AIRCRAFT TOWBAR with ATR 42/72 Towhead QTY-06 |
| TENDER ISSUER | AI AIRPORT SERVICE LIMITED |
| DATE OF ISSUE OF TENDER DOCUMENT | 12th FEB 2024 |
| | |
| LAST DATE OF SUBMISSION OF BIDS | 04th MAR 2024 on or before 1400 Hrs |
| DATE OF OPENING OF TECHNICAL BIDS | 04th MAR 2024 on or before 1400 Hrs 08th MAR 2024 at 1400 Hrs |
| DATE OF OPENING OF TECHNICAL | |



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ABBREVIATION

| Abbreviation | Description |
|---------------------|---|
| AIASL | Al Airport Services Limited |
| A320/A330/A340/A350 | AirBus Aircraft |
| B737/B767/B777/B787 | Boeing Aircraft |
| ATR | ATR Aircraft |
| CRJ | CRJ Aircraft |
| GSE | Ground Support Equipment |
| NEFT | National Electronic Fund Transfer |
| RTGS | Real Time Gross Settlement |
| SD | Security Deposit |
| EMD | Earnest Money Deposit |
| MSME | Micro, Medium & Small Enterprises |
| CIF | Cost, Insurance & freight |
| GST | Goods & Service Tax |
| PDI | Pre Delivery Inspection |
| PAN | Permanent Account Number in Indian Taxation |
| LLP | Limited Liability Partnership |
| PQC | Pre Quality Check |
| FOR/FOT | Freight on Rail Freight on Truck |
| OEM | Original Equipment Manufacturer |
| ттт | TRAIN THE TRAINER |



1. TENDER NOTICE

Al Airport Services Ltd (herein after referred to as "Al ASL") providing Ground handling Services at more than 80 Airports across the India, invites Sealed / Closed Tenders from the Ground Support Equipment Manufacturers OR Their Authorized Partner OR Ground Support Equipment Suppliers for the product item Aircraft Towbar compatible for ATR 42/72 type Aircraft QTY -06 with additional Shear Pin Qty-50 Pcs & Retaining Pin Qty-10 Pcs as per following Annexures

Technical Specifications - Annexure – A

Price Bid - Annexure – B

Sealed tenders are to be submitted in a two-bid system (Technical Bid and Price Bid separately) as per the following details:

1.1. Technical Bid (COVER - I)

To be super scribed with "Technical Bid" for the Tender Reference: "AIASL/CB-16b/23-24 due on: 04th MAR 2024 and must contain the following;

Tenderer's response to tender Terms & Conditions, Pre-Qualification Criteria and Annexure – A (Technical Specification compliance).

1.2. Price Bid (COVER – II)

To be super scribed with "Price Bid" for Tender Reference: "AIASL/CB-16b/23-24 due on: 04th MAR 2024 and must contain the following:

The rates along with the complete details of applicable taxes and any other charges as per Annexure– B

The rates should be written in figures as well as in words. [In case there is mismatch in rates quoted in figures and words, the amount in words shall prevail]



2. TENDER SUBMISSION:-

The two sealed envelopes i.e. one Technical Bid (Cover I) and one Price Bid (Cover II) should be further put in a Master Envelope super scribed with "Tender Reference: AIASL/CB-16b/23-24 Aircraft Towbar compatible for ATR 42/72 type Aircraft QTY-06 having due date on 04th MAR 2024.

The above should be submitted at the following address by 1400 hrs (IST) on or before 04th MAR 2024.

AI AIRPORT SERVICES LTD.

2nd FLOOR, AIR INDIA GSD COMPLEX,
AIASL HQ 2nd FLOOR,
IGI AIRPORT, NEAR TERMINAL II,
NEW DELHI 110037.

3. **DEFINITIONS**

- **3.1.** In this contract, the following terms shall be interpreted as indicated. "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the contract form signed by the parties including all annexure thereto and appendices therein.
- **3.2.** "Goods" or "Items" shall mean all of the equipment including their accessories and / or other materials, which the Tenderer is required to supply to the Purchaser under the contract.
- 3.3. "Purchaser" or "Buyer" or "Owner" means AIASL, AI Airport Services Limited
- **3.4.** "Tenderer" or "Seller" or "Bidder" means the individual or firm or company, who are manufacturers OR Authorized Partner OR GSE suppliers, on whom the order for work is placed and shall be deemed to include their approved successors, heirs ,executors and administrators, holding company /Group /Group Companies, Conglomerate as the case may be.
- **3.5.** "AIASL representative" means the authorized representatives of the Purchaser.
- **3.6.** "Manufacturer" means original equipment manufacturer (OEM). "Vendor" means contractor/supplier to the Bidder.



4. TENDER TERMS AND CONDITIONS

- 4.1 SCOPE OF TENDER AND OBLIGATIONS:(Confirmation on compliance on following points to be submitted with Technical Bid)
 - 4.1.1 The Tenderer should ensure that:-
 - i) The Tender document should be neatly typed and signed on numbered pages filed in binding folder. (Comply/Non Comply)
 - ii) Corrections/over writing, if any, should be duly authenticated with full signature of the person who is signing the tender (initials will not be accepted).

 (Comply/Non Comply)
 - iii) Attached documentary proof in binding folder should be indexed chronologically, labeled and countersigned. (Comply/Non Comply)

IMPORTANT NOTE: Noncompliance to any of the above shall be liable for tender rejection.

- **4.2** Tenders received late, delivered at different address other than as specified in the tender/ or lost in transit will not be accepted irrespective of whether the delay has arisen on account of the delivery system, i.e. postal, courier etc. except climatic disasters which need to be communicated in advance.
- **4.3** Tenders received through fax and / or email will not be considered.
- **4.4** Tenders that are incomplete are liable to be rejected.
- **4.5** On the date of opening of the tender, the "PRICE BIDS" would be kept in the custody of Al Airport Services Ltd in sealed condition as received from tenderer. Representatives of the bidder can attend the bid openings.
- **4.6** The Price bids of only those tenderers, who qualify in the Technical Bid evaluation, would be opened at a later date which will be intimated to technically qualified bidders, in advance.



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- **4.7** In case any indication of price is included in the Technical bid, the Bid will be rejected without any reference to the tenderer. **No correspondence will be entertained in this regard.**
- **4.8** Validity of Quotes: The Price quoted should remain valid for acceptance for a minimum period of 150 days from the date of opening of the tender.
- **4.9** Al Airport Services Limited, reserves the right to accept / reject any / all offers without assigning any reasons.
- **4.10** The successful tenderer shall supply and deliver equipment/item to Al Airport Services Limited as per delivery point in the terms of the tender.
- **4.11** The successful tenderer shall at its own cost and expense, supply the Equipment and perform the Work:
 - **4.11.1** In accordance with the Specifications;
 - **4.11.2** In accordance with the Delivery Schedule;
 - **4.11.3** In accordance with the best industry practice, diligently, efficiently, in a timely manner with reasonable care and skill to be expected of a reputable supplier experienced in the type of work to be carried out under the tender.
- **4.12** A List of "Fast Moving Items" to be provided along with Technical/Operational Manual (Soft & Hard copy), QTY 02 for each item quantity. Bill of Material (BoM)/Bill Of Quantity (BoQ) must also be the part of Technical manual.
- **4.13** The successful tenderer shall provide AIASL with a List of Spare Parts/Components required for monthly, half-yearly and yearly under preventive maintenance and recommend spare parts/components price list as well as its local agents in India.
- 4.14 In the event of default, AIASL reserves the right to cancel the order and can claim damages from successful tenderer and also reserve the right to award the contract to another party at the cost and risk of the successful tenderer.
- 4.15 Intention to Quote:

 You are requested to confirm your intention to quote / regret preferably by

 Fmail



4.16 Any modification/alteration of the original Tender by the Bidder shall lead to disqualification.

5 COMMERCIAL TERMS

(Confirmation on compliance on following points to be submitted with Technical Bid)

- 5.1.1 Earnest Money Deposit (EMD): Non Compliance on EMD terms will lead to disqualification. (Comply/Non Comply)
- 5.1.2 An Earnest Money Deposit of INR 10,00,000/-(₹ Ten Lakh) OR its equivalent in USD must be submitted by means of Account Payee Demand draft, Banker's Cheque, NEFT/RTGS in favor of AI AIRPORT SERVICES LIMITED, payable at MUMBAI, and should be submitted along with the Technical Bid(Cover I). (Comply/Non Comply)
- **5.1.3** EMD will not carry any interest.

(Comply/Non Comply)

5.1.4 EMD furnished by the unsuccessful bidders will be returned to them free of interest within 30 days of issue of the Purchase Order / conclusion of the contract. EMD of the successful bidder will be refunded without any interest whatsoever, after receipt of Security Deposit or Bank Guarantee in lieu thereof from the bidder and also EMD can be adjusted against SD.

(Comply/Non Comply)

- 5.2 MSME units are exempted from submission of EMD. However, this exemption is applicable only if the MSME unit is registered for the goods/services tendered for in India. Valid MSME Registration Certificate is required for exemption.
- 5.3 EMD of a bidder will be forfeited if the bidder withdraws or amends its bid after the due date, impairs or derogates from the tender in any respect, or declines to accept or honour the Purchase Order / contract if awarded in his favor within the Bid validity period. If the successful bidder fails to furnish Security Deposit or Bank Guarantee within the specified period, its EMD is liable to be forfeited
- 5.4 Payment terms (Non acceptance by the Bidder on Payment terms will lead to disqualification):-
 - **5.4.1** 90% payment within 60 days of submission of invoice or receipt of goods, whichever is later and balance 10% after commissioning of the equipment. (Commissioning to be carried out within 07 days from the date of receipt of equipment/items). (Comply/Non Comply)



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Further, on special request by the successful bidder, payment could be released upto the BG provided for this specific purpose (payment) issued by any Indian National Bank with minimum validity of 270 days. BG can further be extended in case of unforeseen delay events beyond control. Payment is limiting upto 50% of the PO value. The payment upto 50% against BG shall be released post submission of PDI report and goods dispatch proof only.

5.4.2 Mode Of Payment

Payment will be made through ECS/NEFT/RTGS mode. Kindly provide the following information:

- Account Name
- Name of the Bank
- Branch Name
- Account Number
- Bank Code/MICR No.
- Swift Code No.

5.5 Security Deposit(SD)/Performance Bank Guarantee(PBG): (Non Compliance on SD/PBG terms, as below will lead to disqualification)

The bidder who qualifies for award of PO will have to deposit with AIASL **5** % of the Purchase Order value towards interest free Security Deposit, within 2 weeks of the receipt of the Purchase Order. Applicable Security Deposit / Performance Bank Guarantee will be in the form of Bank Guarantee/Demand Draft or Bankers Cheque in favor of 'AI AIRPORT SERVICES LIMITED', payable at MUMBAI or through NEFT/RTGS.

In case of submission of Security Deposit/Performance Guarantee by means of Bank Guarantee/Demand Draft or Bankers Cheque, it may be noted that the original BG has to be forwarded by the Bank directly to Al Airport Services Limited through registered AD. The expense incurred towards submission of Security Deposit/Performance Bank Guarantee will have to be borne by the successful bidder. MSME units are also required to deposit SD/PBG.

Validity of SD/PBG would be till the warranty period or extended warranty period plus Two Month and will be returned after the completion of all obligations under the Purchase Order/ Contract without interest.

(Comply/Non Comply)



5.6 Delivery Schedule:

(Non-Compliance on Delivery Schedule will lead to disqualification)

All the ordered quantity to be delivered within 240 Days at Delivery Locations mentioned in Tender/PO from the date of receipt of PO either in single lot or multiple lot/s.

(Comply/Non Comply)

5.7 Delivery Point/Receipt:

(Non-Compliance on Delivery Point/Receipt terms will lead to disqualification)

Delivery Location of Tendered Item is as below

- **5.7.1** NSCB International Airport, Kolkata, West Bengal, India QTY 02
- **5.7.2** CSI Airport, Mumbai, India QTY 01
- 5.7.3 Sri Guru Ram Dass Jee International Airport, Amritsar India—QTY 03

(Comply/Non Comply)

[NOTE: Foreign Bidders bidding based on CIF are exempted from compliance as mentioned in Para & Sub-Para 5.7]

5.8 Liquidated Damages / Penalty Clause:

(NonCompliance on Penalty clause terms will lead to disqualification)

For the delayed deliveries a penalty of 0.5% per week or part thereof of the value of the undelivered portion of the goods on ex works price, subject to a maximum of 10% of the value of the undelivered part on ex works price, will be recovered from security deposit or from amount due to Tenderer after due notification to Tenderer. Actual Business loss in terms of revenue due delay deliveries could also be recovered from Security Deposit having supported by valid documents.

AIASL further reserves the right to cancel the Purchase Order on the event of delayed deliveries, and to issue a fresh order to any other source. AIASL will not be liable for any cost, obligations and claims incurred by the tenderer due to the cancellation.

(Comply/Non Comply)





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5.8.1 At the time of delivery / acceptance of the item / goods if it is found that the items / goods so delivered is not as per the specification given in the Contract/PO then AI ASL reserves the right to reject the entire lot and get the entire quantity replaced free of cost by the bidder. The standard penalty for delayed supplies @ 0.5% per week or part thereof, subject to maximum of 10% would be applicable from the original delivery schedule.

(Comply/Non Comply)

5.8.2 In case of any complaint on the quality issue at the time of use of the item / goods by AI ASL after acceptance of the delivery then depending on the nature and extent of the deficiency, AI ASL reserves the right to impose an appropriate penalty on the total value of the lot supplied, subject to maximum of 15% on the invoice of the consignment/lot. (Comply/Non Comply)

5.9 Warranty:

(Non-Compliance on these terms will lead to disqualification)

Warranty of 24 months (minimum) from the date of commissioning for all materials/ workmanship defects for the unit as well as for the bought out items.

For any warranty related issue, the Tenderer should respond within 48 Hours. Any un-serviceable Equipment beyond 20 days, in a year due to Bidders response shall attract a penalty of 0.5% per week of submitted SD/PBG. Depleted amount with regard to SD/PBG need to be topped up with in fifteen days by the tenderer.

(Comply/Non Comply)

5.10 Firm Price:

Price should remain firm till the fulfilment of PO liabilities.

5.11 Variation of Quantities at the Time of Award

Al ASL reserves the right to increase or decrease Quantity of goods/services by \pm 25% from the date of issue of the Tender to the date of release of the Purchase Order/contract without any change in terms and conditions and prices as quoted by the bidders.



5.12 Exit/Termination:

The Purchase Order (PO) may be terminated under the following circumstances:

In the case of unsatisfactory performance for breach of any of the Tender term, AIASL would issue a notice of 30 days to the Tenderer to rectify the breach and improve the performance failing which AIASL shall be at liberty to terminate this PO by providing 30 days written notice to the Tenderer.

The Bidder shall also be at liberty to terminate this PO by providing to AIASL a 90 days written notice.

5.13 Arbitration:

Any dispute arising between the parties of the construction, interpretation, application, meaning, operation or effect of this document or the validity or breach thereof, shall first be settled by mutual consultation & mediation by the "Independent External Monitor" (IEM), if dispute remains unresolved after defined period as per "Integrity Pact" (IP) from the date the mutual consultation has started, the matter shall be referred for settlement to 'SCOPE FORUM OF CONCILIATION AND ARBITRATION', Govt. Of India, and the award in pursuance thereof, shall be binding on the parties.

5.14 Jurisdiction:

Any dispute whatsoever shall be subject to the jurisdiction of the courts of Delhi, India.

6 TECHNICAL TERMS:

(Confirmation on compliance on following points to be submitted with Technical Bid)

6.1 Quality Assurance Certificate:

Every supply should be accompanied with a Quality Assurance Certificate (QAC) indicating that the goods so supplied are in conformity with the specifications given in the Purchase Order. (Comply/Non Comply)



6.2 In house inspection:

AIASL reserves the right to inspect equipment/item at any stage before accepting. In case, any deviation in quality is found at the time of supply, then the same will be rejected and should be replaced free of cost. (Comply/Non Comply)

6.2.1 Non adherence of this clause may lead to cancellation of P.O and AIASL reserves the right to withhold the invoice for that shipment.

(Comply/Non Comply)

6.3 Tags:

Successful bidder/s should affix non removable metal tags bearing AI ASL unique tag number, asset number and serial number. (Comply/Non Comply)

6.4 Pre-Delivery Inspection:

Pre delivery Inspection of equipment/item will be carried out by AIASL representatives at manufacturer's premises. Local facilities for inspection and testing of equipment are to be arranged by manufacturer.

For inspection on site, the transportation and hotel along with any miscellaneous expenses for the AIASL representatives is to be arranged by the manufacturer from the nearest Airport where Air India Flight operates.

(Comply/Non Comply)

6.5 Acceptance/Receipt at earmarked destination:

In case any deviation in Technical Specifications/PDI report is found at the time of receipt, then the deviation should be rectified free of cost.

6.6 Major maintenance training program (under TTT) should also be conducted by the bidder along with sufficient training material at manufacturing site for upto 05 AIASL officials for minimum course duration of 03 Days or till module requirement.

For above onsite maintenance training, expenses towards local transportation, food and hotel for the AIASL representatives is to be arranged by the successful bidder. The transportations shall be arranged from/to the nearest Airport where Air India Flight operates. (Comply/Non Comply)



7 AWARD DECISION FOR L1

- 7.1 If only Domestic Bidders participates: The Bidder whose total net price in INR (based on final destination landed cost at Al ASL Mumbai Locations) works out to be the lowest shall be determined as L1 for the order.
- 7.2 If Only Foreign Bidders participates: The Bidder whose total net price in USD (based on CIF/Landed cost) works out to be the lowest shall be determined as L1 for the order.
- 7.3 If Both Domestic & Foreign Bidders participate: The comparison of the offers would be done on the basis of FOR/FOT destination/s (as mentioned under para 5.7) basis including all applicable Taxes and Duties. Rates quoted in US Dollar will be converted to Indian Rupee as applicable based on the "Bill currency selling" exchange rate issued by RBI on the date of Tender opening. The Bidder whose net price in INR (based on final destination/s landed cost at Al ASL mentioned Locations) works out to be the lowest shall be determined as L1 for the order.

PO shall be released to the lowest Bidder subject to Tender Terms compliance.

8 OTHER TERMS:

8.1 TENDERERS REPRESENTATIONS, CONVENANTS & INDEMNITIES:-

The tenderer has examined the scope of the Specifications and all other documents, information and requirement of AIASL, and has satisfied itself as to the adequacy thereof for the performance of this Tender. It is the duty of the tenderer to draw to the attention of AIASL any errors, discrepancies or inaccuracies in the Specifications or such other documents which an experienced supplier of the Equipment should reasonably have discovered.

8.2 INSURANCE & OTHER OBLIGATIONS:-

Equipment (Including Insurance & Other Obligations) is the sole responsibility of the successful tenderer until successfully accepted by AIASL.



9 PRE QUALIFICATION CRITERIA

| Sr No | Description | Indicate Compliance along with information |
|-------|--|--|
| | a) The bidder (jointly OR independently) should have manufactured, supplied and commissioned Aircraft Towbar compatible for ATR 42/72 Aircraft Type in regular for at least the last FIVE years, ending 31st Dec 2023. | PO, Commissioning Report & Invoice. |
| | b) The bidder (jointly OR independently) should have manufactured and supplied (commissioned) at least QTY 03 Aircraft Towbar compatible for ATR 42/72 Aircraft Type in at least one of the last five years ending as on 31st Dec 2023. | PO, Commissioning Report & Invoice. |
| 1 | c) Documentary proof for at least QTY 02 Aircraft Towbar compatible for ATR 42/72 Aircraft Type should be in successful operations for at least Two Years on the date of BID opening. | Certificates of Satisfactory performance |
| | Share buyer contact details (officer name & mail-ID) for cross verifications purpose to the documents provided in support. OR | OR |
| | d) Bidders who have supplied/provided Aircraft Towbar compatible for ATR 42/72 Aircraft Type to AI Airport Services Ltd either through tender or sample and able to produce 02 or more satisfactory reports (not older than 05 Yrs) issued by the AIASL authority holding designation Dy.GM and above is/are exempted from the experience criteria as mentioned vide above sub para a, b & c of para 01. | Provide Documents in support. |



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| 2 | Bidder should be a registered company/firm/LLP/JV in existence during FY 2022-23 or thereafter. OR Consortium not exceeding three partners. Each partner of the consortium shall be registered Company/firm in existence for at least past five years. | Registration Certificate OR Consortium Agreement date |
|---|--|---|
| 3 | The minimum average annual financial turnover of the bidder(s) (jointly OR independently) during the last three years(FY 2020-21, FY 2021-22, FY 2022-23) ending on 31 st March 2023 , should be minimum ₹30,00,000 OR equivalent in USD as per the local state annual financial report (audited balance sheet and profit & loss account) of the above period, duly authenticated by a Chartered Accountant OR any authorized body. Pro forma statement is not acceptable/Waiver request to be supported by the local government advisory. | Turnover- year wise as applicable to the local state per law(Currency to b reflected) 1. FY 2020-21 2. FY 2021-22 3. FY 2022-23 4. Audited Avg for 03 Yrs |
| 4 | As on date of submission of the bid, the bidder or its parent company or subsidiary, or a group company should not have been black listed / debarred by AIASL or AIAHL and its subsidiaries (AIESL¹, Alliance Air, HCl²) or any of the State or Central Government of India or Organization of State or Central Government of India. An Under taking by the tenderer to be submitted as per Annex I | Annexure I to be filled, signed & sealed. |
| 5 | PAN No. / GST No. OR similar Tax Registration Certificates/documents for Foreign Bidders | 1.PAN 2. GSTNo. OR Corresponding details applicable for Foreign Bidders |



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| 6 | EMD to be submitted along with Technical Bid. | EMD Draft no. Date and Bank |
|---|--|--|
| 7 | Certified acknowledgement copy of Income Tax returns for the Last Five Financial Years, duly certified, to be submitted. Foreign companies must give relevant tax certificates/tax exemption certificate. | Year wise Income Tax payment/returns details. 1. 2. 3. 4. 5. OR As applicable for Foreign Bidders |

- Documents/Certificates in any other languages than English should be submitted along with English translated version duly authenticated.
- Remarks for complying PQC should be as "Comply" or "Non Comply" only with details
 of information asked. Noncompliance of any of the above clause or remarks like noted,
 agreed, ok, etc are liable for disqualification in PQC.
- Supporting documents/certificate related to PQC should be labeled, countersigned and attached with PQC.

10 CLARIFICATIONS:-

Amendments and clarifications, if any, to this tender will be hosted on the website of AI Airport Services Limited i.e www.aiasl.in, AIASL will not intimate the tenderers individually of the same. The tenderers are, therefore, advised to visit the AIASL website regularly till the date of closing of the tender

10.1 Mr Sanjeev Kumar

Email ID: kumar.sanjeev@aiasl.in
Contact No: +91 11 2560 3335

10.2 Mr. Yogesh Sharma / Mr. Nilesh Dubey

Email ID: cbp@aiasl.in / nileshdubey.1988@aiasl.in

Contact No: +91 11 2560 3306

Mob No:+ 91 9779231005 / +91 8334896990

10.3 POINT OF CONTACT:-

Single point of contact to be provided by the bidder along with email ID and telephone number of the contact person for clarification

11. Integrity Pact:

Bidder need to submit duly signed & Acceptance of Integrity pact provided vide **Annex III.** Pls provide signed copy.



ANNEXURE-I

DECLARATION

(To be given on Company's Letter Head)

| _ | | | | | | |
|----|-----|--|--|--|--|--|
| Da | te. | | | | | |

То

The DyGM- GH, Capital Budget & Projects, Al Airport Services Limited, Air India Complex, IGI Airport, Terminal II, New Delhi 110037.

Ref: Tender No. AIASL/CB-16b/23-24

| I/We, | hereby confirm that our Firm/Company |
|---|---|
| /Group/Group Company has never | been black listed / debarred by AIAHL/ |
| AIASL/AIESL/AASL or any of the State of State or Central Government of India. | or Central Government of India or Organization of |
| Place: | Signature of Tenderer |
| | Name |
| | Designation |
| | Seal/Stamp |



ANNEXURE-II

DECLARATION

(To be given on Company's Letter Head)

SUPPLY OF SPARES FOR NEXT TEN YEARS

| | ٠+٥ | | | | | |
|----|-----|--|--|--|--|--|
| υċ | ate | | | | | |

To
The DyGM- GH,
Capital Budget & Projects,
Al Airport Services Limited,
Air India Complex,
IGI Airport, Terminal II,
New Delhi 110037.

Ref: Tender No. AIASL/CB-16b/23-24

I/We hereby confirm that spares part for the quoted Equipment will be supplied for next ten years (from the date of Receiving/Commissioning) - both vendor items and fabricated parts.

| Place: | Signature of Tenderer |
|--------|-----------------------|
| | |
| | |
| | Name |
| | |
| | Designation |
| | Seal/Stamp |



ANNEXURE-III

Integrity Pact

Between

AI AIRPORT SERVICES LTD (AIASL) hereinafter referred to as "The Principal",

and

here-in-after referred to as "The Bidder/ Contractor"

PREAMBLE

As per the Central Vigilance Commission order No. 015/VGL/091 dated 14th June 2023 adoption of revised Standard Operating Procedures is In order to ensure transparency, equity and competitiveness in public procurement. The commission recommends adoption and implementation of the concept of integrity pacts by Government organizations.

The pact essentially envisage an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practice in any aspect /stage of the contract. Only those vendors/bidders, who commit themselves to such a pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this pact would be a preliminary qualification. Principal (AIASL) and vendor will also agree with the essential ingredients of the pacts incorporated in the SOP issued by CVC under Commission order No. 015/VGL/091 dated 14th June 2023. Accordingly The Principal intends to award, under laid down organizational procedures, contract(s) for supply of Aircraft Towbar compatible with ATR 42/72 Aircraft Type. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the principal will appoint a panel of IEMs who will examine the process integrity. Complains allege malafide on the part of any officers



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of the organization should be looked into by the CEO of the concerned organization.

Section 1 – Commitments of the Principal

- 1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- a. No employee of the Principal, personally or through family members will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. The word 'take' shall also include the past and future.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the Principal, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.
- 3. Integrity Pact, in respect of a particular contract, shall be operative from date IP is signed by both the parties. The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representatives related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility



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conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications, implementations etc.

- 4. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendation to the CEO. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 5. In the event of any dispute between the management and the contractor relating to those contracts where Integrate pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before—the panel of IEMs in a time bound manner. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.
- 6. In case the dispute remains unresolved even after mediation by IEMs, the organization may take action as per terms of contract.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

- 1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with AI AIRPORT SERVICES LTD. He/She commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.



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- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed bγ the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he/she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Contractor/Bidder and in the agreement entered into by the Principal with the Contractor/Bidder.
- 2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences or acts outlined above or be an accessory to such offences.



Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the Company Guidelines.

Section 4 – Previous transgression

- 1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on this subject, he/she can be disqualified from the tender process or action can be taken.

Section 5 - Equal treatment of all Bidders/Contractors/Subcontractors

- 1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- 3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 6 -Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has



substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 7 – Independent External Monitor/Monitors

- 1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
- 3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- 4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6. If the Monitor has reported to the CEO, Al Airport Services Ltd., a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman CEO, Al



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Airport Services Ltd. has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

- 7. The word monitor would include both Singular & Plural.
- 8. Independent External Monitor/s (IEMs) details as below;

Shri Jagdish Rai Garg,

H.No. 1056, Sector 12A, Panchkula-134112, Haryana.

Mob: +91 8008516763

E-mail: jr.garg@yahoo.com

Shri Gali Yadaiah

H.No.5-2-354, Plot No.92Sp, Gayathri Nagar Bank Colony, Phase 2,Sahebnagar Kalan, Vanasthalipuram, Hyderabad-500070

Mob: +91 9978406180

E-mail: yadaiah_gali@yahoo.com

Section 8 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 3 years after the last payment under the contract, and for all other Bidders 12 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Board of Al Airport Services Ltd.

Section 9 – Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.



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- 3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members and in the case of a Company by an authorized representative.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. Principal as well contractor will ensure that the employee signing IP shall not approach to the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

| (For & On behalf of the Principal) | (For&On behalf of Bidder/Contractor) |
|------------------------------------|--------------------------------------|
| (Office Seal) | (Office Seal) |
| Place | Place |
| Date | Date |
| Witness 1: (Principal) | (Bidder/Contractor) |
| (Name & Address) | |
| | |
| Witness 2: | |
| (Name & Address) | |
| | |



PRICE BID - ANNEXURE B

BID FORM [To Be Submitted as per Guidelines published in para 1]

To

The DyGM- GH, Capital Budget & Projects, Al Airport Services Limited, Air India Complex, IGI Airport, Terminal II, New Delhi 110037

Ref: Tender No AIASL/CB-16b/23-24

Having examined the bidding documents, I/we undersigned, offer to supply and deliver (description of goods and services) in conformity with the said bidding documents as per the prices given in the price bid. We undertake, if our bid is accepted, to commence and complete delivery of all the items in specified delivery period as mentioned in the Tender from the date of receipt of PO.

I/We agree to abide by this bid for a period of 240 days from the date fixed from bid opening in instructions to bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal purchase order is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated _____ day of _____ 2024

Seal & Signature of the Bidder



PRICE BID [Applicable to Foreign Bidder]

To, DyGM-GH Al Airport Services Limited, IGI Airport, Terminal II, New Delhi 110037

For Foreign Bidders [Tender No. AIASL/CB-16b/23-24]

| I. | Item Description |
|-------|---------------------------------------|
| II. | Country of Origin |
| III. | Quantity |
| IV. | Unit price(Ex-Factory) |
| V. | Total price [III × IV] |
| VI. | Handling Charges |
| VII. | Packaging Charges |
| VIII. | Insurance Charges |
| IX. | Freight Charges |
| X. | Other Charges(must include TTT & PDI) |
| XI. | CIF-Total [V+VI+VIII+IX+X] |



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| XII. | CIF Total (In words) | | |
|--------|---|---|--|
| | | | |
| XIII. | Assessable value (CIF Value + Landing Charges = @1% of CIF Value) | To be Filled by AI ASL based on GFR guidelines issued by GOI | |
| XIV. | Custom Duty and other applicable charges (As per Indian Customs Regulations) | To be Filled by AI ASL As per Indian Customs Regulations | |
| XV. | Applicable IGST on Custom Duty | To be Filled by Al ASL as applicable on Date of Tender Opening | |
| XVI. | Total Custom Duty [XIII+XIV+XV] | To be Filled by Al ASL | |
| XVII. | Clearing Agency Charges | To be Filled by Al ASL | |
| XVIII. | Inland freight up to destination(s) and Octroi/Entry Tax or any statutory expenses, as applicable | To be Filled by Al ASL as per estimation/final quotation received | |
| XIX. | Grand Total (FOR/FOT at destination/s) [XI+XVI+XVII+VIII] | To be Filled by Al ASL | |
| XX. | Grand Total (FOR/FOT at destination/s) in ASL | words: To be Filled by Al | |
| XXI. | Specify Applicable Custom Tariff Number | | |
| XXII. | Specify Applicable Custom Duty in % | | |
| XXIII. | Item Description | | |



Note:

- Rate quoted by foreign tenderers for above items should be in US Dollars only.
- Rates should include all taxes payable to authorities.
- In case of discrepancy between unit price and total price, the unit price shall prevail
- In case of discrepancy between figures and words, the price in words shall prevail.
- Award decision for L1: As Per Para 7, sub para 7.1, 7.2, 7.3 of the Tender Terms.
- For calculation of Custom Duty and other applicable charges it should be inclusive of Basic Customs Duty (BCD), Countervailing Duty (CVD), Additional Customs Duty or Special CVD, Protective Duty, Antidumping Duty, Education Cess on Custom Duty, etc as & where applicable as per Indian Customs Act

For Financial Bid comparisons, rates quoted in US Dollar will be converted to Indian Rupee as applicable based on the "Bill currency selling" exchange rate issued by RBI on the date of Tender opening.

| Place: | Signature of Tenderer |
|--------|-----------------------|
| | Name |
| | Designation |
| | Seal/Stamp |



PRICE BID [Applicable to Domestic Bidder]

To, DyGM-GH, Al Airport Services Limited, IGI Airport, Terminal II, New Delhi 110037

For Domestic Bidders [Tender No. AIASL/CB-16b/23-24]

| ı | Item Description | |
|------|---|--|
| II | State of Origin | |
| III | Quantity | |
| IV | Unit Price (Ex-Factory) | |
| V | Total Base Price [III×IV] | |
| VI | Applicable GST on [V] @ | |
| VII | Total Base Price inclusive GST [V+VI] | |
| VIII | Inland freight up to destination(s) including Octroi/Entry Tax or any statutory expenses, as applicable | |
| IX | Miscellaneous Charges, If any (must include TTT & PDI) | |
| х | Grand Total [VII+VIII+IX] | |



| ΧI | Grand Total Price (In words) | |
|-----|------------------------------|--|
| XII | Item Description | |

Note:

- Rate quoted by local (Indian Bidders) should be INR only.
- Rates should include all taxes payable to authorities.
- In case of discrepancy between unit price and total price, the unit price shall prevail.
- In case of discrepancy between figures and words, the price in words shall prevail.
- Award decision for L1: As Per Para 7, sub para 7.1, 7.2, 7.3 of the Tender Terms.

| Place: | Signature of Tenderer |
|--------|-----------------------|
| | |
| | Name |
| | Designation |
| | Seal/Stamp |



TECHNICAL SPECIFICATIONS - ANNEXURE A

SPECIFICATION FOR Aircraft Towbar compatible for ATR42/72 family aircrafts

| Sr. | No | Description/Dimension | Comply/Non Comply/Details |
|-----|----------------------|---|------------------------------|
| 1 | REQUIREMENT | | |
| | 1.1 | Its design and structural standard by ensuring that it meets or exceeds IATA (AHM 905-908-910 –913-958), and other relevant standards wherever applicable | |
| 2. | GENERAL REQUIREMENTS | | |
| | 2.1 | TOW TUBE & TOW HEAD ASSY: Aircraft Towbar compatible for ATR42/72 family aircrafts — All aircraft type variants) with respective shear bolts/pins. | |
| | 2.2 | INTERCHANGEABLE MECHANISM: The interchangeable mechanism on the Tow Head Assembly, if any, should be immediate without any additional mechanical support. | |
| | 2.3 | UNDER CARRIAGE: Hydraulically Height adjustable type. | |
| | 2.4 | PAINTING: Skydrol Resistant Paint RAL 3024 (Luminous Red) and Galvanised Tow Head, Tow Eye and Handles | |
| | 2.5 | TOTAL LENGTH: 3.3 Meters Minimum | |



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| _ | MODILITY AND STADILITY | | |
|----|--|---|--|
| 3. | MOBILITY AND STABILITY | | |
| | 3.1 | The towbar shall be equipped with a solid tyre type wheeled undercarriage to support the Towbar while being moved unladen. | |
| | 3.2 | The undercarriage shall be capable of being adjusted Hydraulically through the range of heights necessary to facilitate connecting to and towing the aircraft. | |
| | 3.3 | The wheels must clear level ground by a minimum of 50 mm (2 in) during all towing operations. Consideration must be given to use on uneven surfaces. | |
| | 3.4 | The Towbar, when unladen, shall be both towable and stable at speeds up to 25km/hr (15.5 mph). | |
| 4 | TOWBAR HEAD AND EYE | | |
| | 4.1 | The latching mechanism which locks the Towbar head to the aircraft nose gear shall be positive so as to prevent inadvertent disconnection. | |
| | 4.2 | The Towbar head should be designed in such a way as to avoid the possibility of head spreading. | |
| | 4.3 | The Towbar eye shall be abrasion resistant and shall with stand normal wear and tear without deformation. | |
| | 4.4 | The tow eye shall be of a nominal inside diameter of 76 mm (3 inch) | |
| 5 | AIRCRAFT PROTECTIVE DEVICES The Towbar shall be provided with a protective device: | | |
| | 5.1 | To relieve for/aft and torsional forces applied to the aircraft nose gear when exceeding the maximum force recommendation of aircraft manufacturer. | |
| | 5.2 | To prevent separation from the towing vehicle and therefore loss of control of the aircraft while not allowing forces in excess of those provided by the aircraft manufacturer. | |



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| 6 | | SHEAR BOLTS/PINS THAT ARE USED SHALL HAVE THE FOLLOWING FEATURES: | |
|---|----------------|--|--|
| | 6.1 | Shear at the nominal force specified by the aircraft manufacturer. | |
| | 6.2 | Nonstandard diameter to discourage hazardous replacement and encourage the exclusive use of manufacturer's original parts. | |
| 7 | OTHER FEATURES | | |
| | 7.1 | Towbar shall be marked with type(s) of aircraft for which it is designed | |
| | 7.2 | Handles on top and on both ends of the Towbar should be provided for ease in alignment. | |
| | 7.3 | Detachable flanges for both tube ends of the Towbar (non-welded construction) should be provided. | |
| | 7.4 | Storage space on the Towbar for spare shear bolts/pins. | |
| | 7.5 | Extra shear bolts/pins Qty. 04 to be provided on for each Towbar which need to be placed in the storage space on the Towbar. | |
| | 7.6 | Marking on the shear bolts/pins to identify the aircraft type(s) | |
| | 7.7 | Maintenance Manuals and spare part list with each Towbar. (Hard copy 02 sets & soft copy 02 sets) | |
| | 7.8 | Towbar should have its presence accentuated by application of reflective material on both sides along its length. | |
| | 7.9 | A stop shall be provided to prevent the towing eye from coming into contact with the ground when dropped. | |

*******End of Technical Specification*****