



Material Management Department
IGI Airport Terminal – 1, New Delhi-110037

Ref No: DEL/MMD/18/Pallets with Nets/RFQ –18/151

Dated: 12/02/2019

Due On: 03/04/2019

Sub: Tender for supply of for PAG /PMC Pallets with NME nets

Sealed /closed/ hard-bound Tenders are invited for subject item under Two Bid system as per the following documents enclosed:

1. **Annexure 'A'** : General Terms & Conditions governing this Tender (Ten Pages)
2. Annexure – A-I Eligibility Criteria (Two Pages)
2. **Annexure 'B- I, B-II, B-III -** Product Details (Three Pages)
3. **Annexure 'C'** - **Vendor Details and agreeing to the terms of the tender. (Four pages)**
4. **Annexure – C I** Format of Authorization Letter from Principals/Original Manufacturers/Authorised Distributor “PAG/PMC Pallets with NME Nets ” to be submitted in case the tenderer is Reseller/Authorised Distributor of the Principal/Original Manufacturer(One Page)
4. **Annexure 'D'-** **Financial Bid**
5. **Annexure 'E'** - Format of Authorisation Letter for attending Bid Opening (One Page)

Tender documents giving the Eligibility Criteria, detailed Specifications of the tendered item required & the Other Terms and Conditions is available for down-loading on **Free Of Cost** basis from Air India website “www.airindia.in”.

For any clarifications required, our DGM (MM)/ Sr. Manager (Materials Management), Air India Ltd, IGI Airport, Terminal.-1, New-Delhi (Ph. # 011-25671754 or 011-25673730) be contacted with prior appointment.

Tender(s) be sealed/closed/hard-bound in two separate envelopes:

Envelope 1 - Containing "Technical Bid- Part A as per Annexure 'B' is to be submitted separately in sealed/closed/ hard-bound envelope super scribing “Technical Bid Part-A for **Tender for Purchase of 'PAG/PMC Pallets with NME Nets ' –Tender No: DEL/MMD/18/Pallets with Nets /RFQ –18/151** dated 12.02.2019”along with "EMD" of Rs. 5,60,000/- (Rupees Five Lakh Sixty Thousand only). **Foreign Vendors can submit the EMD in Equivalent US\$.**

Envelope 2 – Containing Financial Bid - Part B, as per Annexure 'D' is to be submitted separately in another sealed/ closed/hard-bound envelope super scribing “Financial Bid Part-B for **Tender for Purchase of “Pallets with Nets ’- Tender No: DEL/MMD/18/ Pallets with Nets/RFQ –18/151** dated 12.02.2019”.

Envelope 3- (Master Envelope): Both the above envelopes to be put in a master envelope in sealed/closed/hard-bound condition, clearly indicating ‘**Tender for Purchase of ‘Pallets with Nets ’- Tender No: DEL/MMD/18/ Pallets with Nets /RFQ –18/151** dated 12.02.2019 **due on 03.04.2019**”.

The master envelope should be addressed/ submitted (dropped in the Tender box kept at the following address)

To General Manager (Materials Management), Air India Limited, Old Chefair Building, IGI Airport, Terminal-1, New Delhi - 110037 and be submitted/

Last date & time for submission of Tender : 15:00 hrs. Dated 03.04.2019

Due date& time for opening of Technical Bids : 15:00 hrs. Dated 03.04.2019

The Bidder(s)/Tenderer(s) shall be invited to witness the opening of the **Envelope-1**, containing the Pre-qualification Bid. Bidder/Tenderer who wishes to be present at the time of opening of the Technical Bid may do so or send his/her/its representative with authorization letter on their company letter head as per Annexure 'E' duly signed by their authorized signatory for presenting at the time of opening of the Tender at above address ,time and date. The Bid should be only in the prescribed format. The Bid Cover should carry the complete name and address of the Bidder, along with the telephone, fax and e-mail address. In the event of the receipt of the Bid after the due date, the Bid shall be rejected. Air India Ltd reserves the right to reject any Tender in part or full or annul the Tender process without assigning any reason.

**General Manager
(Materials Management)**



Annexure 'A'

**Air India Ltd
NORTHERN REGION**

**TENDER NO:DEL/MMD/18/pallets with Nets/RFQ –18/151 dated: 12.02.2019
GENERAL TERMS & CONDITIONS**

1. 'AI' or 'AIL' as used in the Tender document means "Air India Limited".
2. **Abbreviation :**
3. The "Tenderer" as used in the Tender document, shall mean the one who has signed the tender form and submitted the quotation in response to our tender notice.
4. The "Party", as used in the Tender document, shall mean "Air India Limited" or Tenderer or Successful Tenderer.
5. **The "Vendor " or " Contractor " or "Successful tenderer" or "Supplier" as used in the Tender document, shall mean the one who has been declared as**
 1. **Lowest bidder ,**
 2. **Whose tender is under consideration for award of Letter of Intent (LOI)**
 3. **Received Letter of Intent (LOI)**
 4. **Awarded Purchase order for commencement / execution of supplies.**
6. Purchase Order / Contract means the Purchase order / Contract signed by Air India Limited.
7. It is further clarified that individual signing the tender or other documents in connection with the tender must certify whether he signs as:
 - a. A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - b. A partner of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the tender should be signed by all the Partners.
 - c. Constituted attorney of the firm, if it is a Company.
 - d. Authorized signatory of the firm.
 - e. A Karta of HUF in case the firm is constituted under HUF.
8. Tender Fee: There is 'No Tender Fee'. Tender documents giving details of Work scope & other terms & conditions can be down-loaded from AI Website <http://www.airindia.in>.
9. **Extension of due date:**

The last date of submission of tender and due date of opening of Technical Bid can be extended at any time at the sole discretion of 'Air India'.
10. **Amendments and clarifications**

Amendments and clarifications, if any, to this e-tender will be hosted on the website of AIR INDIA LTD. at www.airindia.in as well as published in the newspaper and AIR INDIA LTD. will not intimate the Tenderers individually of the same. The Tenderers are, therefore, advised to visit AIR INDIA LTD's website regularly till the date of closing of the Tender.

The last amendment, if any, will be hosted a minimum of seven days before the closing date of the Tender. In case there is a change in specifications (Work-scope) or Other Terms & Conditions after release of the tender but before its due date, the tenderer or vendors who have submitted their response shall have an option to re-submit their bids if they choose to do so.

11. **Earnest Money Deposit (EMD): Rs. 5,60,000 (Rs. Five lakh Sixty Thousand)**

- a. EMD in any other form shall not be accepted and if done so, the tender shall out-rightly be rejected.
- c. No interest will be payable on EMD.
- d. In case of violation of terms of the tender, EMD shall be forfeited.
- e. The EMD of unsuccessful Tenderers will be refunded in due course after finalization of Contract.
- f. EMD of successful Tenderer can be refunded after receipt of security deposit
- g. **SSI Units registered with MSES/ NSIC would be granted exemption from submission of EMD.**
The tenderers are required to attach a self-attested copy of the SSI certificate issued by MSME / NSIC in their favour.
- h. If the tenderer wish to remit the EMD in USD through wire transfer, following particulars are to be noted:

NAME OF BENEFICIARY : AIR INDIA LIMITED
PAN NO. : AACCN6194P
NAME OF BANK : STATE BANK OF INDIA
ADDRESS OF BANK STATE BANK OF INDIA
COMML.DEPTT.,
PARLIAMENT STREET
NEW DELHI-110001
INDIA

ACCOUNT NUMBER : 110842-78183
MICR CODE : 110002087
IFSC CODE : SBIN0000691
SWIFT NUMBER : SBININBB104

After submission of EMD via wire transfer / RTGS / NEFT / ECS / Demand Draft / Bankers Cheque, bidder should give details to Mr. Rajesh Malik, Sr.Mgr-MM on e-mail rajesh.malik@airindia.in for completion of online EMD process.

12. **Technical Bid:**

Tenderers are advised to study the tender documents carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications, nature and character of the work to be carried out, operating conditions and other pertinent matters which may affect the supplies contract and / or the cost.

In case there is change in Specifications / Work Scope / Requirement / Terms & Conditions after release of the tender but before its due date, the Tenderers who have submitted their response shall have an option to re-submit their bids, if they choose to do so.

13. **Applicable Rates:**

i) Inclusions:

- The rates offered/finalized/agreed to by the tenderer shall be for DDU, Tuklaghabad Inland Dry Port, Delhi, India.
- ii. The quantity to be ordered could vary by +/- 15% from that as indicated in the tender in order to accommodate fluctuations in operation requirement between the date of release of the tender and the date of issue of the Purchase Order. The vendor has to maintain the quoted price for this variation in quantity.
- iii The rates offered should remain firm till completion of the delivery of the quantity as ordered. No request for increase in rates shall be entertained during this period except on account of increase in statutory duties, taxes, etc., if imposed by the Govt. of India.

iv. The tenderers should commit to pass on the benefit to AIR INDIA of reduction in statutory duties, taxes, etc., by the Government, during the period of validity of the Purchase Order.

ii) Exclusions:

All Government Taxes/ Levies (like Customs Duty, GST etc.) on applicable rates is excluded and quoted separately.

14. **Opening of Technical Bids:**

The Technical Bids would be opened on due date and time of the tender and shall be evaluated for compliance of 'Eligibility Criteria', acceptance of terms and conditions and undertakings as specified in the technical bid. However, 'AI' reserves the right to seek and take clarifications/ confirmation of any information / documents etc. from the Tenderer as it may consider necessary for the purpose of evaluation of the Technical bids.

15. **Technical Bid evaluation :**

The technical bids shall be evaluated on the basis of details and documents provided by tenderer in support of Eligibility Criteria as mentioned in the tender document. Upon scrutiny of the technical bid and supporting documents including the Undertaking, and the Earnest Money Deposit, as required for Eligibility Criteria, a shortlist of tenderer who are found to meet the Eligibility Criteria shall be declared.

The following technical bids would be liable for rejection:

- Tenders received without required information and not accompanying documents as per eligibility criteria are liable to be rejected. However, Air India reserves the right at its sole discretion to seek whatever information, documents etc. from the tenderers as it may consider necessary for the purpose of the technical evaluation.
- In case of any variation, in the documents / data declaration submitted by the Tenderer in support of the Technical Bid and in comparison with the original documents, **the Bids of such Tenderer would be out-rightly rejected and would be disqualified during Technical evaluation of Tender. Also, EMD deposited would be forfeited.**
- During the technical evaluation tenderers found to be not fulfilling the eligibility criteria and not complying with the declared undertaking in the technical bid.

16. **Opening of Price Bids:**

The Price bids of only those Tenderers who are found technically qualified would be opened for further processing. The date and time of opening of the Price Bids would be intimated in advance to the technically qualified Tenderers only.

17. **Price Bid Evaluation:**

- a. The Price Bids of only those Tenderer who qualify in the technical bid will be opened giving Intimation to them.
- b. Price bid should be submitted strictly as per format (Annex – D) failing which the price bid is liable to be rejected.
- c. AI shall invite the short-listed tenderer, who are found to be eligible for opening of Price Bids, to be present at the time of opening of the price bids if tenderer wish so.
- d. The authorized representative of the tenderer would only be allowed to attend the bid opening if interested. The authorized representative must carry an authorization letter on the letter head of the tenderer on each occasion.

- e. Ineligible tender shall not be entertained for opening of Price Bid and the decision of AIR INDIA LTD in this regard would be final
- f. Price Bids should be valid for our acceptance for a period of 120 days from the date of opening of the Technical Bid.
- g. **Loading Criteria**
 - In the case of deviation for payment terms, such as advance payment or payment against delivery, the price of bidder would be loaded @10% per annum on the basic price, calculated on a pro-rata basis.
 - In the case of deviation with regard to warranty period beyond the specified period in the tender, The price bid of the bidder would be loaded @ 10% per annum on the basic price, calculated on a pro-rata basis.
 - In the case of deviation with regard to delivery period beyond the specified schedule in the tender, the price bid of the bidder would be loaded @ 0.5% per week or part thereof, on the basic price, calculated on a pro-rata basis.

18. **Price Preference:**

a. MSME

As per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification No.503 dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012.

- (a) District Industries Centres (DIC)
- (b) Khadi and Village Industries Commission (KVIC)
- (c) Khadi and Village Industries Board
- (d) Coir Board
- (e) National Small Industries Corporation (NSIC)
- (f) Directorate of Handicraft and Handloom
- (g) Any other body specified by Ministry of MSME

- (i) The MSEs registered with above mentioned agencies/bodies for the tendered item and quoting price within a price band of L1 + 15 percent shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from other than a MSE and such MSE shall be allowed to supply up to 20 percent of total tendered quantity.
In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply shall be shared proportionately (to tendered quantity). **In case of split tender quantity, the following shall apply –**

- (a) L1 vendor whether MSE or non-MSE i.e. irrespective of his status shall be awarded the quantity as per declared ratio eligible for L1 vendor.
- (b) MSEs in the price band of L1 +15% and matching the L1 price will be awarded 20% of the tendered quantity equally from the declared ratio of the L2 vendor. The balance quantity will be awarded to L2 bidder provided they match the L1 price.

For example: If split ratio of 60% to L1 vendor and 40% to L2 vendor then:

- 60% of the tendered quantity will be awarded to the L1 vendor irrespective of his status of being an MSE or a Non MSE
- All MSEs in the L1 + 15% price band and matching L1 price shall be awarded 20% of the tendered quantity equally from the 40% of the L2 vendor.
- The remaining 20% of the tendered quantity will be awarded to L2 vendor, provided they match the L1 price.
- In case the MSEs do not match the L1 price then the 40% of the quantity will go to the L2 vendor provided they match the L1 price.
- If the L2 vendor does not match the L1 price then opportunity will be given to the L3 vendor (MSE/Non MSE) to match the L1 price.
- In case the L3 vendor (MSE/Non-MSE) also does not match the L1 price, then the entire tendered quantity will be awarded to the L1 vendor.

- (ii) **Preference for MSEs owned by Scheduled Castes or Scheduled Tribes** - 20% from the 20% quantity (i.e. 4% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. In event of failure of such MSE to participate in tender process or meet tender requirements and L1 price, 4 percent quantity for MSEs owned by SC/ST entrepreneurs shall be met from other MSEs.

b. Make In India Preference policy

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 and L2 are local /domestic bidder and there are no MSME within the price band of L1 +15% then the contract should be awarded to the L1 and L2 local/domestic bidder in the pre-declared ratio subject to L2 bidder matching the L1 price.
- ii. However, if the L1 bidder is not a local/domestic bidder, then 50% of the tender quantity to be awarded to the L1 bidder. If the lowest bidder among the local/domestic bidder falls within the margin of purchase preference of 20% but is not a MSME and there are no other MSME bidder within the L1+15% price band then the balance 50% quantity should be awarded to lowest local/domestic bidder.
- iii. If the L1 bidder is not a local/domestic bidder, then 50% tender quantity to be awarded to the L1 bidder. If the lowest local /domestic bidder is a MSME unit and falls within the margin of purchase preference of 20% then the balance 50% tender quantity will be awarded to the local/domestic bidder who also happens to be MSME.
- iv. However, if the lowest local/domestic bidder is not a MSME unit and there are other MSME unit and there are other MSME bidders within the L1 +15% price band, then lowest local/domestic bidder will be eligible for 30% of the tendered quantity and the other MSME bidder will be eligible for 20% of the tender quantity. If there are more than one MSME within the L1+15% price band then the distribution will be done equally among from the 20% quantity.

NOTE: In case local/domestic bidder are available within the purchase preference margin of 20% and they are willing to match the L1 price of the non- local/domestic bidder, then the percentage of business to be awarded to the non-local/domestic bidder will not exceed 50%, irrespective of the ratio declared in the tender document.

19. Right to accept or reject the tender:

When deemed necessary, 'AI' may seek clarifications on any aspect from the Tenderer. 'AI' reserves the right to accept or reject any/or all bids, annul the tender process and reject all bids at any time prior to the award of Contract without incurring any liability to the Tenderer(s) or without any obligation to inform the Tenderer (s) of the grounds for its action.

20. Notice to tenderer;

Any notice by one Party to the other pursuant to the Contract, shall be sent in writing to the address specified for that purpose in the Contract.

21. Price Negotiation:

It is not the general practice of 'AI' to carry out price negotiations following evaluation of the financial bids, the Tenderers are advised to submit their best quotes in response to this tender. 'AI', however, reserves the right to carry out negotiations in exceptional cases with the Tenderer who has been evaluated by AI as having offered the lowest bid in response to the tender.

22. **Rejection of bids (Technical Bid & Financial Bid):**

The Tenders will be liable for rejection forthwith without evaluation of the tender response on the following grounds:

- a. If the Technical Bid has been received without EMD or the EMD has been submitted in a mode other than as specified in the Tender.
- b. **Conditional Technical / Price bids** would not be accepted, and are liable to be rejected.
- c. The tender and resultant contract is confidential and anything contained in these documents shall not be disclosed in any manner, whatsoever. The undue use of the confidential information as contained in the tender/contract and related to the process may result in the rejection of the bid.

23. **Queries from the tenderers during Evaluation of Bids:**

During the process of the evaluation of bids, no queries shall be entertained from the tenderers with regard to the status of the technical and financial bid evaluation.

24. **Award of LOI / Purchase order / Contract**

The award of LOI/Purchase Order/ Contract to the successful tenderer shall be subject to fulfillment of Eligibility Criteria and acceptance of the terms & conditions of the tender:

25. **Acceptance and Execution of LOI / Purchase Order / Contract**

- a. The successful Tenderer has to convey **acceptance of LOI/Purchase order / Contract within seven days** of receipt of same.
- b. The successful Tenderer has to submit the **security deposit** in the form of Demand Draft / Pay order / Bank Guarantee from a scheduled Bank at the time of commencement of the job but positively before submission of 1st Bill for payment.
- c. The successful Tenderer should execute the supplies as specified in the Purchase order.
- d. In case, the successful tenderer is **unable to commence the supplies**, they shall intimate 'AI' for the reasons.
- e. In case, the reasons for delay of commencement of the supplies are not convincing, **'AI' shall have a right to cancel** the LOI / Contract and shall be free to make alternate arrangement and the EMD of such contractor / Vendor will be forfeited. Besides this, **the Vendor / Contractor will not be considered for any future tenders for a minimum period of 3 years**. The decision of Air India Limited would be final in this regard.

26. **Validity of Contract:**

- a. The Purchase order / **contract period**, for the Tendered Quantity, shall be valid for **1years and extendable for another year for the** delivery of enhanced requirements (as per Annexure B-III, Clause – 5) **whichever** is later at same rates, terms and conditions based on the satisfactory performance of the supplies. The validity of Agreement comes to an end IPSO FACTO by efflux of time unless or otherwise renewed / terminated.
- b. **Fall in Price**
Price should remain firm till the completion of the contract period. During the contract period, if for any reason there is a downward revision in prices, the successful bidder will pass on the benefits to Air India Ltd.

27. **Security Deposit (SD):**

- a. The successful Tenderer, on award of LOI / Purchase Order / Contract, shall deposit, and continue to maintain for the entire period of contract / Warranty Period whichever is later, a sum equivalent to 5% of value of Purchase Order / Contract as estimated by 'AI', as Security Deposit in the form of Demand Draft/Pay Order/Bank Guarantee from a Scheduled Bank. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the tenderer. In exceptional cases, depending on merits, 'AI' would reserve the right to deduct the amount of 'Security Deposit' from any outstanding invoices of the vendor irrespective of the purchase order / contract against which the 'SD' may be due.

- b. The Security Deposit has to be deposited at the time of commencement of the supplies but positively before submission of first bill.
- c. In case, Security Deposit is not deposited in time, the bill shall not be processed for payment.
- d. In case of breach of Purchase Order / Contract or violation of any terms of the Purchase Order / Contract, the Security Deposit shall be forfeited.
- e. Such security Deposit shall not bear any interest, and shall be refunded without interest, after 2 months of the successful completion of the contract period against the Purchase Order after adjusting for penalties, if any, or the warranty period as per Clause-33, whichever is later that may be imposed under the terms of the Purchase Order.

28. **Production Sample**

L1 bidder should have to arrange production sample at their own cost for pre delivery inspection at their site for approval by Air India and remaining Pallets should be supplied as per approved production sample within the agreed schedule. (As per Annexure B-III). Bidders have to undertake that rejected sample / items will not be refurbished and supplied.

29. **Delivery / Commencement of supplies:**

- a. The successful tenderer after receipt of LOI / Purchase order / Contract should deliver the supplies at DDU, (Tughkalabad inland Dry port), Delhi, India as specified in the Purchase order / Contract.
- b. The Successful tenderer shall provide the required supplies as per the Specification / requirement of the tender. The complete responsibility for providing supplies as per the terms of the tender will be with the successful tenderer / Vendor.

30. **Inspection Clause:**

- a. Pre delivery inspection shall be carried out by Air India representatives before delivery at vendor premises. The vendor to inform Air India once the production sample is ready at their site. Upon approval of production sample by Air India, delivery schedule is to be followed.

Rejections, if any, arising during such inspections would have to be destroyed by the tenderer in the presence of the AIR INDIA officials carrying out the Inspection.

Local facilities for inspection and testing of production sample are to be arranged by the vendor.

b. **In house Inspection after receipt of Supplies:**

Air India reserves the right to inspect the supplies at its discretion before accepting the material. 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. Non adherence to this clause may lead to cancellation of Contract / Purchase Order and Air India reserves the right to withhold the invoice for that shipment

31. **Documentation:**

Quality Assurance Certificate

Every supply should be accompanied with a 'Quality Assurance Certificate' (QAC) / Certificate of Conformance (COC) indicating that the Pallets and Nets so supplied are in conformity with the specifications given in the Contract / Purchase Order Expense on this account will have to be borne by the supplier.

Test Reports / Certificates

Applicable test reports to be furnished such as static test, conformity to restrain system, flammability, bending test and net compatibility etc. as per technical recommendation by IATA.

All relevant documents required for supplying / shipping the item are to be submitted at the rates as finalized against this tender.

32. Rectification of Complaints:

- a. 'AI' shall promptly notify the vendor of any claims / deficiency on their part supplies arising under or out of the Contract.
- b. Within 30 days vendor has to rectify such complaints, subject to again inspection
- b. In case the Vendor , having been notified, fails to take remedial action within time as specified above, 'AI' may take remedial action without any further notice, at their risk & cost and terminate the Purchase order / Contract without prejudice to any other rights like penalty which AI may have on the Vendor under the Purchase Order / contract.

33. Warranty

Manufacturing warranty for 24 months for faulty material or bad workmanship from the date of use as may be notified by Air India.

34. Penalty

d) Liquidated Damages:

The tendered item is required for the purpose of our Operational Requirements and any delay in delivery can lead to revenue loss to Air-India besides affecting the image of the company. Timely delivery is, therefore, the essence of the Purchase Order.

In case of delay in delivery, liquidated damages will be charged from the defaulting contractor at the rate of ½% (half percent) per week or part thereof of the value of delayed supplies, subject to a maximum of 10% (Ten percent) of the value of the delayed supplies. In case of non-supply, AIR INDIA reserves the right to procure their requirements from alternate source.

In such a situation, difference in procurement price and ordered prices shall be recovered from the tenderer's running bills/ Security Deposit.

- b) AIR INDIA further reserves the right to cancel the Purchase Order in the event of delayed deliveries, and to issue a fresh Purchase Order on any other source at the risk and cost of the tenderer who has been awarded the contract.

35. Rejection of Supplies:

If supplies are found to be defective or not conforming to the specifications/ requirements, it may result in rejection of the entire supply without any liability on 'Air India Ltd.', and a fresh supply will have to be made IMMEDIATELY, FREE OF COST in order to sustain the operations of AIR INDIA.

36. Payment Terms:

- a) 'AI' will make payment by an account payee cheque / ECS / bank transfer **etc. within 60 days of the submission of Invoice / bills** from the date of receipt of the materials/original invoice whichever is later.
- b) No advance payment shall be admissible under any circumstances. Requests, if any for an earlier payment, or payment will not be entertained under any circumstance.
- c) Deduction of Income Tax shall be made at source as per Govt rule as applicable from time to time.
- d) Payment will be made through the respective Regional Office of Air India, MMD Deptt, Safdarjung Airport, New Delhi-110003, India, where delivery is made, against their respective Purchase Orders, preferably through ECS mode. Kindly provide the following
 - Account Name
 - Name of the Bank
 - Branch Name
 - Account Number
 - Bank Code/MICR No.
 - Swift Code No.

37. **Recovery of Sum Due**

- a) Whenever under the Contract any sum of money is recoverable from the Tenderer, AI shall be entitled to recover such sum from payments due to the Tenderer /vendor/contractor and / or by appropriating, in part or full from the security deposit already deposited by the Vendor/Contractor
- b) In the event of the said payment due to Tenderer being insufficient and also Security Deposit being insufficient, the balance of the total amount recoverable, as the case may be, shall be deducted from any other sum due to the vendor/contractor, under this, or any other contract between the Tenderer / vendor/contractor and Air India and its subsidiary companies. Should this amount be insufficient to cover the said full amount recoverable, the Tenderer / vendor/contractor shall pay to AI the balance amount, if any, within 30 days of the demand by AI.
- c) If any amount due to AI is so set off against the said security deposit, the Tenderer / vendor/contractor shall have to make good, the said amount so set off, to bring the security deposit to the original value immediately, and in any event, not more than 10 days of the depletion of the original value.

38. **Exit Clause / Termination of contract:**

The contract can be terminated under the following circumstances:

- a) 'AI' may at any time terminate the Purchase order / Contract with immediate effect by giving written notice to the vendor/contractor, if they becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to 'AI'. In this case no compensation shall be made available to vendor/contractor.
- b) In case of unsatisfactory performance or breach of any of the clauses of this contract, 'AI' would issue a notice of 30 days to the party to rectify the breach and improve the performance failing which 'AI' shall be at liberty to terminate the agreement by providing a 30 days written notice to the party. The vendor/contractor shall not have any right to dispute or question the judgment of its unsatisfactory performance.
- c) In the event, the successful tenderer fails to comply with any of the "terms and conditions" of the contract, Air India shall be at liberty to terminate the contract with immediate effect besides forfeiting the security deposit.
- d) In such event as above (a, b, c), the vendor/contractor shall have no right to claim compensation/damages etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligation arising out of the contract till the end of the termination period.
- e) The vendor/contractor shall also be at liberty to terminate the contract by providing to 'AI' a **90 days** written notice.
- f) **The vendor whose contract was terminated under above clause (a-to-e) will however not be allowed to participate in the immediate next tender floated for the subject supplies or up to 3 years at the sole discretion of Air India.**
- i) If there is a change in the requirement or if the tendered items are no longer required due to change in operational requirements, the contract shall be terminated by 'AI' by giving **90 days** written notice. In such case, they will be allowed to participate in the immediate tender floated for the same requirements in future.

39. Settlement of Disputes

- a) **Interpretation:** In the event of any difference in the interpretation of any of the clauses of the Agreement and/or the Tender documents, the clarification given by competent authority of Air India shall be final and binding.
- b) **Relationship:** The relationship shall be on 'Principal to Principal' basis. Nothing contained shall be construed or interpreted as constituting a partnership agency of joint venture or any association between the parties. Neither parties shall have any right, power or authority to enter into any agreement or act in any manner on behalf of the other.
- e) **Arbitration:** Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Tender / Agreement / contract. Agreement or validity or the breach thereof, shall be referred to "Arbitration and Conciliation Act 1996, India" and the award made in pursuance thereof shall be binding on the parties to the arbitration. Air India prefers the courts' jurisdiction in Delhi - India.
- d) **Jurisdiction:** Any disputes arising out of implementation of the contract between Air India Limited and bidder / vendor whatsoever shall be subject to the jurisdiction of New Delhi/Delhi Courts only.

40. Intention to Participate:

The tenderers are requested to confirm their intention to participate / do not interested to participate in the tender.

General Manager (MM)



Annexure 'A- I'

Tender Enquiry No:DEL/MMD/18/Tender for Pallets with NME Nets/RFQ –18/151dated : 12.02.2019

ELIGIBILITY CRITERIA

A. Technical requirements

1. Bidder should submit technical literature / specifications with corresponding company Part numbers along with their technical bid.
2. Bidder must submit applicable test reports such as static test, conformity to restrain system, flammability, bending test and net compatibility etc. as per technical recommendation by IATA. All applicable test reports/certificates should be supplied along with technical bid.
3. Maintenance manual, spare parts catalogue and repair procedure / scheme to be provided.
4. Spares support: Confirm spares parts support and after sales service for 10 years from the date of delivery. Vendor must give undertaking to this effect. In case of non-fulfillment, this shall cause negative consideration in for future contracts.
5. The Vendor must provide a set of repair tools on FOC basis along with their first lot of supplies.
6. Training: Training for pallet repairing should be arranged by manufacturer and issue the certificates to the trainee.

B. Commercial requirements

1. AIR INDIA PREFERS TO DEAL DIRECTLY WITH MANUFACTURERS. However, if manufacturers prefer authorised dealer / distributors to bid on their behalf, then only on specific authorization of manufacturers, the proposals will be accepted from such authorized dealers / distributors viz:
 - a. If the vendor happens to be a manufacturer of Cargo Pallets for Aircrafts with a minimum of two (02) Years' Experience in this line of business. **Pallets manufacturer should also quote for NME Nets in addition to Pallets.** Please provide supporting documents or
 - b. If the vendor is authorized dealer / distributor should have long term formal agreement in continuity of previous two (02) years with the said manufacturer. The authorized dealer/ distributor should have their own facility/capability for repair/ maintenance, warranty and post warranty support. Such a facility should be independently owned and operated by the dealer / distributor with manufacturer certification or should be in technical collaboration / joint venture with the said manufacturer. **ALTERNATIVELY THE BIDS WILL BE ACCEPTED FROM MANUFACTURERS ONLY.**
 - c. Principal / OEM itself or authorized agent/dealer of the Principal / OEM can submit the bid but both cannot bid simultaneously for the same item/product in the same tender.
 - d. An Indian representative of a foreign bidder cannot represent another foreign bidder in the same tender.
2. The Vendor must provide Clientele Details along with Purchase Order Copy for the last two Years as given in Annexure – A.
3. Bidder must provide acceptance to Air India Ltd.'s commercial terms and conditions of the tender on their letterhead in the format attached with stamp and signature of the authorized signatory (Annexure-C). Any deviations from the specified terms and conditions must be clearly spelt out. Acceptance of such deviation shall be at the sole discretion of Air India.

- C. **PRE BID CONFERENCE:** The Bidders are requested to attend the Pre-bid conference on XX.XX.2018. Pre Bid Conference will be held in the office of Mr. Arasu, DGM (MM), Materials Management Deptt , IGI Airport, Terminal – I, New Delhi 110037.

QUALIFICATION OF TECHNICAL BID AND OPENING OF PRICE BID

Technical Bid should be strictly submitted as per tender containing all attachment. The Tenderer whose technical bid found to be meeting the eligibility criteria as above will only be considered for opening of their Price Bid. The date will be intimated after the Technical Evaluation.

D. **EARNEST MONEY DEPOSIT:**

The Bidders are required to submit an earnest money deposit (EMD) of USD Equivalent to INR 5,60,000/- (Two Five lakh Sixty thousand only) by way of Wire Transfer / RTGS / NEFT / ECS / Demand Draft / Bankers Cheque in favor of Air India Limited along with the Technical Bid, before last date and time of Bid submission.

If the tenderer wish to remit the EMD in USD through wire transfer, following particulars are to be noted:

NAME OF BENEFICIARY: AIR INDIA LIMITED
PAN NO. AACCN6194P
NAME OF BANK : STATE BANK OF INDIA
ADDRESS OF BANK : Commercial Department,
: PARLIAMENT STREET
: NEW DELHI-110001. India
ACCOUNT NUMBER : 110842-78183
MICR CODE : 110002087
IFSC : SBIN0000691
SWIFT NUMBER : SBININBB104
Reference : RFX no 5000001470

(c) Bidder can also remit EMD in Indian currency through a RTGS / NEFT / ECS / Demand Draft / Bankers Cheque DD for Rs. 5,60,000/- along with his technical bid.

After submission of EMD via wire transfer / RTGS / NEFT / ECS / Demand Draft / Bankers Cheque, bidder should give details to Mr. Rajesh Malik, Sr.Mgr-MM on e-mail rajesh.malik@airindia.in for completion of online EMD process.

E. **Exemption for Depositing EMD**

In case tenderer is eligible for exemption from the payment of EMD, documentary proof to this effect must be enclosed. SSI units registered with MSES registered /NSIC holding a currently valid certificate to this effect, would be exempted from submission of EMD. It may be noted that submission, if any of reference(s) of govt. notification(s) pertaining to exemption from submission of EMD in favour of the tenderer must be supported by copies of such notification(s) duly certified by the departments issuing such notifications to the effect that the same is / are currently valid.

Tenderer are required to send SSI units registered with MSES registered / NSIC in **soft copy to email id rajesh.malik@airindia.in (011-25673730) on or before XX.XX.2018 for claiming waiver or exemption of EMD and approval by Air India.**

- F. **PERIOD OF CONTRACT:** Contract period **shall be valid for 1years** and extendable for another year for the delivery of tendered quantity, whichever is later.



Annexure 'B - I'

Tender Enquiry No: DEL/MMD/18/Tender for Pallets/NME Nets/RFQ –18/151 dated : 12.02.2019

TECHNICAL SPECIFICATIONS FOR PMC PALLET

| Sr. No. | | Specifications/Requirements |
|----------------|---------------------------|--|
| 1. | ULD TYPE | PMC (IATA Code): Pallet should conform to IATA technical specifications. |
| 2. | CERTIFICATION STANDARD | FAA-TSO C90c OR TSO C90d, NAS 3610 |
| 3. | DIMENSION | 96"x125" (2438x3175 mm) |
| 4. | TARE WEIGHT | 120 Kg (maximum) |
| 5. | GROSS WEIGHT | 6804 Kg / 15000 lbs. |
| 6. | BASE SHEET, THICKNESS | AA7075-T6, 4mm Thick AA7021-T6, 4mm Thick |
| 7. | AI ULD IDENTIFICATION | PMC serial no. should be: PMC4089AI to PMC4388AI. |
| 8. | | Pallet should be marked with identification code, serial no. and company/owner code (AI) as above as per IATA specifications and AIR INDIA requirement. |
| 9. | COLOUR | Colouring of edge rails should be in company colours i.e. Red |
| 10. | LOGO/CODE | Airline logo sandblasting on core sheet and IATA code should be engraved into the edge rails and paint embossed. Permanent Barcode to be fixed. High-Tech tracking system is optional. |
| 11. | MANUAL/CATALOGUE | Maintenance manual, spare parts catalogue and repair procedure/scheme to be provided. |
| 12. | SPARES SUPPORT | Confirm spare parts support and after sales service for 10 years from the date of delivery. |
| 13. | WARRANTY | 24 Months for faulty material or bad workmanship from the date of use. |
| 14. | TRAINING | Training for pallet repairing should be arranged by manufacturer and issue the certificates to the trainee. |
| 15. | TEST REPORTS | Applicable test reports to be furnished such as Static Test, conformity to restrain system, flammability, bending test and net compatibility etc. as per technical recommendations by IATA. |
| 16. | Test Reports/Certificates | All applicable test reports/certificates should be supplied along with technical bid. |
| 17. | PDI | Pre-delivery inspection shall be carried out by AIR INDIA representatives before delivery at vendor premises. Vendor to inform AIR INDIA once the production sample is ready at their site. Upon approval of production sample by AIR INDIA, the delivery schedule to be followed. |



Annexure 'B - II'

Tender Enquiry No:DEL/MMD/18/Tender for Pallets/NME Nets/RFQ –18/151 dated : 12.02.2019

TECHNICAL SPECIFICATIONS FOR PAG PALLET

| Sr. No. | | Specifications/Requirements |
|----------------|---------------------------|--|
| 1. | ULD TYPE | PAG (IATA Code): Pallet should conform to IATA technical specifications. |
| 2. | CERTIFICATION STANDARD | FAA-TSO C90c OR TSO C90d, NAS 3610 |
| 3. | DIMENSION | 88"x125" (2235x3175 mm) |
| 4. | TARE WEIGHT | 110 Kg (maximum) |
| 5. | GROSS WEIGHT | 6033 Kg/13300.5 lbs. |
| 6. | BASE SHEET, THICKNESS | AA7075-T6, 4mm Thick AA7021-T6, 4mm Thick |
| 7. | AI ULD IDENTIFICATION | PAG serial no. should be: PAG5001AI to PAG5200AI. |
| 8. | | Pallet should be marked with identification code, serial no. and company/owner code (AI) as above as per IATA specifications and AIR INDIA requirement. |
| 9. | COLOUR | Colouring of edge rails should be in company colours i.e. Red |
| 10. | LOGO/CODE | Airline logo sandblasting on core sheet and IATA code should be engraved into the edge rails and paint embossed. Permanent Barcode to be fixed. High-Tech tracking system is optional. |
| 11. | MANUAL/CATALOGUE | Maintenance manual, spare parts catalogue and repair procedure/scheme to be provided. |
| 12. | SPARES SUPPORT | Confirm spare parts support and after sales service for 10 years from the date of delivery. |
| 13. | WARRANTY | 24 Months for faulty material or bad workmanship from the date of use. |
| 14. | TRAINING | Training for pallet repairing should be arranged by manufacturer and issue the certificates to the trainee. |
| 15. | TEST REPORTS | Applicable test reports to be furnished such as Static Test, conformity to restrain system, flammability, bending test and net compatibility etc. as per technical recommendations by IATA. |
| 16. | Test Reports/Certificates | All applicable test reports/certificates should be supplied along with technical bid. |
| 17. | PDI | Pre-delivery inspection shall be carried out by AIR INDIA representatives before delivery at vendor premises. Vendor to inform AIR INDIA once the production sample is ready at their site. Upon approval of production sample by AIR INDIA, the delivery schedule to be followed. |



Annexure 'B - III'

Tender Enquiry No:DEL/MMD/18/Tender for Pallets/NME Nets/RFQ –18/151 dated : 12.02.2019

TECHNICAL SPECIFICATIONS FOR NME NETS

| Sr. No. | | Specifications/Requirements |
|----------------|---------------------------|---|
| 1. | IATA Code: | NME |
| 2. | Certification | NAS 3610Class 2M2N/2A1N |
| 3. | Tare Weight | 15 Kg. (Maximum) |
| 4. | Dimension | 88/96"x125" for 64" height,Compatible with type of Pallet (PAG / PMC, respectively) |
| 5. | Fitting | 18 double stud fittings, 18 number of hooks |
| 6. | Material | Polyester |
| 7. | Mesh | Knotless |
| 8. | Lashing Rope length | 5 meters |
| 9. | | TSO plate/Handy placard (Airline logo on both side) |
| 10. | Test Reports/Certificates | All applicable test reports/certificates should be supplied along with technical bid. |
| 11. | PDI | Pre-delivery inspection shall be carried out by AIR INDIA representatives before delivery. Vendor to inform AIR INDIA once the production sample is ready. Upon approval of production sample by AIR INDIA, the delivery schedule to be followed. |

Note: For Technical Specification (Annex- I, II, III)

| SN | Item | Quantity | Delivery Location | Qty. of the 1st Lot to be delivered (within 30 days from award of the contract) | Quantity for 2nd lot after six months of supply of first lot (Within 30 days) |
|-----------|----------------------------------|------------------------|---|---|---|
| 1. | PMC PALLETS with NME Nets | 300 Pallets + 330 Nets | Delivery Duty unpaid at Delhi Dry Port, Tughalkabad | 150Pallets + 165 nets | 150Pallets + 165 nets |
| 2. | PAG PALLETS with NME Nets | 200 Pallets + 220 Nets | | 100 Pallets + 110 Nets | 100 Pallets + 110 Nets |

- 1) The quantity for each subsequent lot, as mentioned above may increase or decrease depending upon the actual requirement and the delivery schedule will be staggered accordingly the contract period.
- 2) The quantities mentioned above are our estimated quantity for 12 months period and Air India Ltd is not committed to uplift the entire quantity mentioned in tender or the proposed order.
- 3) Tenderers cannot go back on their commitment on the above Technical Specifications /Parameters after opening of the Bids. Therefore, any doubt or clarifications required must be clarified before submission of the Bids.
- 4) Please quote offer only for the specifications given as above. Alternate offer which do not adhere to the above specification will not be considered for evaluation.

Contd----2

5) The tendered quantity mentioned is our estimated requirement based on the present consumption pattern. This quantity may increase or decrease based on change in our operational requirements. The quoted rates should hence be valid for any change in the tendered quantities up to $\pm 15\%$.

6) Tenderers have to comply with all the Technical Specifications /Requirements, as detailed above for the item for which they are quoting, failing which they would be technically disqualified from further consideration /evaluation of their bid for this tender

7) For any technical clarification our Mr. Brij Bhushan, Sr AGM (GH), Terminal-1, IGI Airport, NewDelhi. For any general clarification, Mr. Arasu, Dy. General Manager - Materials Management Deptt., can be contacted on telephone numbers : 25671754 / 9810703379 or E-mail : arasu@airindia.in



Tender Enquiry No:DEL/MMD/18/Tender for Pallets with NME Nets/RFQ –18/151 dated:12.02.2019

Tenderers are to submit this form duly completed & signed in a sealed/closed/hard-bound envelope Super-scribed Technical Bid Form- Part A

| | | | | |
|---|---|--|---------------------------------------|---------------|
| 1 | Name of Contract | Tender for Purchase of ‘PMC/PAG Pallets with NME Nets | | |
| 2 | Name of the Company/Establishment | | | |
| 3 | Full Address of Registered Office | | | |
| 4 | Telephone No./ Mobile Tel No | | | |
| 5 | E Mail ID | | | |
| 6 | Name of Contact Person | | | |
| 7 | Particulars of Registration Issued in the name of the tenderer | Yes/No | If Yes, give following details | |
| | | | Number | Date of Issue |
| a | | | | |
| b | | | | |

Yes/No

| | | |
|----|--|--|
| 8a | Is the tenderer Principal/Original Manufacturer of PMC/ PAG Pallets | |
| 8b | Is the tenderer a Reputed marketing organization getting the PMC/ PAG Pallets and NME Nets: | |
| 8c | If the answer to 8a& 8b is NO, is the tenderer Reseller/Distributor who has been exclusively authorized by the Principal/Original Manufacturer/Reputed Marketing Organization of PMC/ PAG Pallets and NME Nets to quote on their behalf against the subject tender enquiry. | |
| 8d | If the answer to 8a& 8b is NO and the answer to 8c is YES, is a self-attested Letter of Authorization (as per the format given at Annexure ‘C1’ of the tender) on the Letter Head of the Principal/Original Manufacturer/ Reputed Marketing Organization enclosed with the Technical Bid | |

Note: - If the answer to 8a, 8b & 8c is NO and/or if the Letter of Authorization from the Principal/Original Manufacturer/ Reputed Marketing Organization as required at 8d is not enclosed, the Technical Bid shall be rejected.

Yes/No

| | | |
|----|--|--|
| 9a | Has the tenderer supplied PMC/PAG pallets and NME Nets to any Airline or to any other customers in any industry against Purchase Orders / Contracts for bulk quantities, issued in the last two years? | |
| 9b | Self-Attested Copies of Purchase Orders / Contracts issued from 01st Jan 2016 (with pricing information erased / blanked) along with proof of delivery like Delivery Challan, etc. as a proof of experience required at 9a above, duly self-attested, enclosed. <u>Alternatively, self-attested certificates from the concerned clients indicating quantities</u> of PMC /PAG Pallets and NME Nets supplied by the tenderers against Purchase Orders / Contracts issued from 1 st January 2016 onwards may be enclosed, duly self-attested. | |
| 10 | Is the tenderer having sufficient production capacity to meet Air India’s requirement as per the delivery schedule given at Para-B of Annexure B. | |
| 11 | Bidder is agreeing to all Terms of and Conditions of Annexure A & A- I (Eligibility Criteria) | |

Contd----2

12 Earnest Money Deposit Details:

Amount Name of Bank**Demand Draft/Pay Order No & Date**

Rs. 5,60,000 or Equivalent in US\$

13. Compliance to the Technical requirements of the Tender:**A. TECHNICAL SPECIFICATIONS FOR PMC PALLET – Quantity 300 Pallets**

| Sr. No. | | Specifications/Requirements | Compliance (Yes or No) |
|----------------|---------------------------|--|-------------------------------|
| a. | ULD TYPE | PMC (IATA Code): Pallet should conform to IATA technical specifications. | |
| b. | CERTIFICATION STANDARD | FAA-TSO C90c OR TSO C90d, NAS 3610 | |
| c. | DIMENSION | 96"x125" (2438x3175 mm) | |
| d. | TARE WEIGHT | 120 Kg (maximum) | |
| e. | GROSS WEIGHT | 6804 Kg / 15000 lbs. | |
| f. | BASE SHEET, THICKNESS | AA7075-T6, 4mm Thick AA7021-T6, 4mm Thick | |
| g. | AI ULD IDENTIFICATION | PMC serial no. should be: PMC4089AI to PMC4388AI. | |
| h. | | Pallet should be marked with identification code, serial no. and company/owner code (AI) as above as per IATA specifications and AIR INDIA requirement. | |
| i. | COLOUR | Colouring of edge rails should be in company colours i.e. Red | |
| j. | LOGO/CODE | Airline logo sandblasting on core sheet and IATA code should be engraved into the edge rails and paint embossed. Permanent Barcode to be fixed. High-Tech tracking system is optional. | |
| k. | MANUAL/CATALOGUE | Maintenance manual, spare parts catalogue and repair procedure/scheme to be provided. | |
| l. | SPARES SUPPORT | Confirm spare parts support and after sales service for 10 years from the date of delivery. | |
| m. | WARRANTY | 24 Months for faulty material or bad workmanship from the date of use. | |
| n. | TRAINING | Training for pallet repairing should be arranged by manufacturer and issue the certificates to the trainee. | |
| o. | TEST REPORTS | Applicable test reports to be furnished such as Static Test, conformity to restrain system, flammability, bending test and net compatibility etc. as per technical recommendations by IATA. | |
| p. | Test Reports/Certificates | All applicable test reports/certificates should be supplied along with technical bid. | |
| q. | PDI | Pre-delivery inspection shall be carried out by AIR INDIA representatives before delivery at vendor premises. Vendor to inform AIR INDIA once the production sample is ready at their site. Upon approval of production sample by AIR INDIA, the delivery schedule to be followed. | |

B. TECHNICAL SPECIFICATIONS FOR PAG PALLET – Quantity 200 Pallets

| Sr. No. | | Specifications/Requirements | Compliance (Yes or No) |
|---------|---------------------------|--|------------------------|
| a. | ULD TYPE | PAG (IATA Code); Pallet should conform to IATA technical specifications. | |
| b. | CERTIFICATION STANDARD | FAA-TSO C90c OR TSO C90d, NAS 3610 | |
| c. | DIMENSION | 88"x125" (2235x3175 mm) | |
| d. | TARE WEIGHT | 110 Kg (maximum) | |
| e. | GROSS WEIGHT | 6033 Kg/13300.5 lbs. | |
| f. | BASE SHEET, THICKNESS | AA7075-T6, 4mm Thick AA7021-T6, 4mm Thick | |
| g. | AI ULD IDENTIFICATION | PAG serial no. should be: PAG5001AI to PAG5200AI. | |
| h. | | Pallet should be marked with identification code, serial no. and company/owner code (AI) as above as per IATA specifications and AIR INDIA requirement. | |
| i. | COLOUR | Colouring of edge rails should be in company colours i.e. Red | |
| j. | LOGO/CODE | Airline logo sandblasting on core sheet and IATA code should be engraved into the edge rails and paint embossed. Permanent Barcode to be fixed. High-Tech tracking system is optional. | |
| k. | MANUAL/CATALOGUE | Maintenance manual, spare parts catalogue and repair procedure/scheme to be provided. | |
| l. | SPARES SUPPORT | Confirm spare parts support and after sales service for 10 years from the date of delivery. | |
| m. | WARRANTY | 24 Months for faulty material or bad workmanship from the date of use. | |
| n. | TRAINING | Training for pallet repairing should be arranged by manufacturer and issue the certificates to the trainee. | |
| o. | TEST REPORTS | Applicable test reports to be furnished such as Static Test, conformity to restrain system, flammability, bending test and net compatibility etc. as per technical recommendations by IATA. | |
| p. | Test Reports/Certificates | All applicable test reports/certificates should be supplied along with technical bid. | |
| q. | PDI | Pre-delivery inspection shall be carried out by AIR INDIA representatives before delivery at vendor premises. Vendor to inform AIR INDIA once the production sample is ready at their site. Upon approval of production sample by AIR INDIA, the delivery schedule to be followed. | |

Contd Page 4

C. TECHNICAL SPECIFICATIONS FOR NME NETS – Quantity 550 Nets

| Sr. No. | | Specifications/Requirements | Compliance (Yes or No) |
|---------|---------------------------|---|------------------------|
| 1. | IATA Code: | NME | |
| 2. | Certification | NAS 3610Class 2M2N/2A1N | |
| 3. | Tare Weight | 15 Kg. (Maximum) | |
| 4. | Dimension | 88/96"x125" for 64" height, Compatible with type of Pallet (PAG / PMC, respectively) | |
| 5. | Fitting | 18 double stud fittings, 18 number of hooks | |
| 6. | Material | Polyester | |
| 7. | Mesh | Knotless | |
| 8. | Lashing Rope length | 5 meters | |
| 9. | | TSO plate/Handy placard (Airline logo on both side) | |
| 10. | Test Reports/Certificates | All applicable test reports/certificates should be supplied along with technical bid. | |
| 11. | PDI | Pre-delivery inspection shall be carried out by Air India representatives before delivery. Vendor to inform Air India once the production sample is ready. Upon approval of production sample by AIR INDIA, the delivery schedule to be followed. | |

NOTE: In order to qualify for evaluation of the Financial Bid, the tenderer has to comply with all the requirements listed at above.

14. Indicate here the Duties/Taxes/Levies etc. considered/applicable while quoting rates in the Financial Bid-Part B. Do not disclose / change any other Financial Terms and Conditions to avoid rejection of the bid.

15. Any Other information which the Tenderer may like to furnish (separate sheet may be enclosed, if required)
16. Details of Self attested copies of Purchase Order(s) /Contract(s)/Proof of Deliveries etc. or Self Attested Certificate(s) from the Airlines or allied sectors in Hospitality Industry /Other Organizations justifying experience as defined in the Eligibility Criteria (Para 11(ii) of Annexure A). (A separate sheet may be enclosed for these details together with a copy of Purchase Order(s) /Contract(s) or Certificate(s) duly self-attested):

| S N | Name /Type of supporting documents(s) (Purchase Order/Contract/Proof of Deliveries/Certificate etc.) | Name & Address of the issuing Airlines or allied sector in Hospitality Industry/ Other Organization | Date/Validity of the supporting document(s)(Purchase Order/Contract/Proof of Deliveries/Certificate) |
|-----|--|---|--|
| | | | |
| | | | |

18. **UNDER TAKINGS** :(To be agreed and signed by the tenderer):

- I have carefully gone through and have understood and hereby agree to unconditionally abide by all the General Terms & Conditions, Product Details and Specifications governing the tender.
- I hereby confirm that I am authorized to sign the Tender document and the information given in the Tender is true and correct to the best of my knowledge and belief and nothing material is concealed.
- The Rates quoted by us in the Financial Bids will remain firm for a period of 120 Days from the Date of Opening of Technical Bid-Part A.

- In case Air India Ltd decides to place Purchase Order on us, we agree to maintain our quoted rates firm for the entire period of contact.
- If there is a decrease in the MRP of our product during the validity of the Contract, we commit to pass on the proportionate benefit of the same to Air India Ltd.
- All the pages of the Pre-qualification Bid (Annexure-C) i.e. Page 1 to Page 4 are signed and any corrections are duly counter-signed.

Date : _____

Place: _____

Signature _____

Name & Designation:- _____

Company Name & Seal: _____

Annexure 'C- I'

Tender Enquiry No:DEL/MMD/18/Tender for Pallets/NME Nets/RFQ –18/151 dated : 12.02.2019

Authorization Letter

(To be submitted on the Letter Head of the Principal/Original Manufacturer/ Reputed Marketing Organization of for supply of for PAG /PMC Pallets with NME Nets In case a Re-seller/Distributor is quoting on behalf of the Principal/ Original Manufacturer/Reputed Marketing Organization for supply of for PAG /PMC Pallets with NME nets

General Manager (MM),
Materials Management Department,
Air India Ltd,
IGI Airport, Terminal 1,
New Delhi-110037

Dear Sir,

Sub: Air India Tender Enquiry No: DEL/MMD/18/Tender for PMC /PAG Pallets with NME Nets/RFQ – 18/151dated : 12.02.2019

Reference Air India subject Tender Enquiry, we wish to state that we are the Principal/Original Manufacturers/ Reputed Marketing Organization**for supply of for PAG /PMC Pallets with NME Nets** and we hereby exclusively authorize M/s (**Name of the tenderer**) who is our exclusive Reseller/Distributor for **supply of for PAG /PMC Pallets with NME nets** to quote for our product against subject Tender Enquiry.

We further wish to state as under:

1. That, we as Principal/Original Manufacturers/Reputed Marketing Organization of **for supply of for PAG /PMC Pallets with NME nets** indemnify that in case Air India Ltd places the Purchase Order/Agreement for **supply of for PAG /PMC Pallets with NME nets** M/s (**Name of the tenderer**), we as a Principal/Original Manufacturers/Reputed Marketing Organization of **for supply of for PAG /PMC Pallets with NME nets** shall honour all the obligations against the Purchase Order/Agreement till the date of the validity of the Purchase Order/Agreement, (i)in case the bid has been submitted by M/s(**Name of the tenderer**) and they fail to carry out the obligations and (ii) in the event of our terminating the arrangements/agreements with M/s (**Name of the tenderer**).
2. That M/s. (**Name of the tenderer**), the Reseller/Distributor who is submitting the bid against the subject tender enquiry on our behalf would comply with all the Terms & Conditions of the subject tender enquiry and our contractual relationship with M/s (**Name of the tenderer**) would not be terminated prior to fulfillment of all the obligations of M/s (**Name of the tenderer**) under the terms of the Purchase Order/Agreement, if M/s (**Name of the tenderer**) is selected for award of the same. Should, however, such contractual relationship between us and M/s (**Name of the tenderer**) is terminated prior to the end term of the Purchase Order/Agreement , we shall undertake the full responsibility for honoring all contractual obligations of M/s (**Name of the tenderer**) for remaining term of the Purchase Order /Agreement with no change in terms & conditions thereof.
3. We will not be directly participating in the subject tender enquiry and we have also not authorized any other Entity/Firm to quote against the subject tender enquiry on our behalf.

Date:

Yours Truly,

Signature:.....

Name:.....

Designation.....



Annexure –D

Tender Enquiry No:DEL/MMD/18/Tender for Pallets/NME NetsRFQ –18/151 dated : 12.02.2019

Due Date: 03.04.2019

**Sub: Tender for supply of for PAG /PMC Pallets with NME nets as per Annexure B of the tender
FINANCIAL - BID**

| | | | | |
|-----|---|------------------------|-------------------------------------|--|
| 1.0 | Name & Address of the Tenderer | | | |
| 2.0 | Name of Contact Person with contact details including e-mail ID: | | | |
| 3.0 | FINANCIAL OFFER for PAG /PMC Pallets and NME nets as per Annexure B of the /tender | | | |
| | Particulars (A) | Quantity (B) | Breakup of Rates/ per pc (C) | Any other Government Taxes, Levies, etc. (If applicable) and any other charges (D) |
| 3.1 | PMC Pallets with NME Nets | 300 Pallets + 330 Nets | Pallet - | Pallet - |
| | | | NME Net - | NME Net - |
| 3.2 | PAG Pallets with NME Nets | 200 Pallets + 220 Nets | Pallet - | Pallet - |
| | | | NME Net - | NME Net - |
| | | | | Consolidated amount for total quantity of Pallets + NME Nets (E) |

1) METHOD OF ARRIVING AT L1 VENDOR

- a. Tenderers can quote their rates for supply of **PAG /PMC Pallets with NME Nets as per Annexure B of the tender.**
- b. Nett Consolidated amount for Line item 3.1 and 3.2 (for total quantities indicated) is to be mentioned in coloumn (E) above , for door delivery, **and** should be inclusive of all Govt. Duties /Taxes/ Levies and any other charges that may be applicable at the location of delivery.
- c. **L- 1 tenderer will be decided on** Nett Consolidated Landed Price as per Column (E) for each individual line item for total quantity (Column – B) mentioned at 3.1 and 3.2 above **for Delivery duty Unpaid at Delhi (Dry Port – Tughlakhabad) and inclusive of any Government Taxes / Levies/any other charges**

CONTD----2

- d. **Un-conditional Discounts**, if any offered, **will also be duly taken into consideration** while arriving at the lowest landed cost. However, **conditional discounts**, if any, **will not be taken into consideration** while arriving at the lowest landed cost of the item.
 - e. **Micro & Small Enterprises (MSEs)** Units will be given **Benefits/Preference** of Annexure A to the Tender Enquiry.
- 2) **Other points to be noted while submitting the Bid:**

- i. **AIL will not accept inclusion of any additional costs, if requested for after opening of the tender.**
- ii. **Increase in Govt. Duties / Taxes / Levies etc.** if any, that may be applied by the Govt. of India, after the award of the contract, **will be borne by AIL**, if requested for by the tenderer, subject to the tenderer providing documentary proof of the same.
- iii. **In case of any decrease in Govt. Duties / Taxes / Levies etc.** by the Govt. of India after award of the contract, the benefit of the same **should be extended to AIL** by the tenderer.
- iv. Submission of incorrect or incomplete information or with arithmetical errors in compilation of the data would be at the tenderer's sole risk, and the decision of AIL in such cases would be final and binding.
- vi. In case of any complaint regarding quality received from our User Department, supplier would be liable for compensation/damages, if any.
- vii. One bidder will be submitting one bid only. The foreign bidders have to submit their bids in USD and Indian Bidder will submit their bids in INR. For deciding L1, USD will be converted in INR as per State Bank of India, TT Buying rate as on the date and time the bids are opened.

3. **CERTIFICATION:** Certified that:

- a. There are no hidden costs to AIL over and above that indicated above. No change in T&C has been sought.
- b. In case the Purchase Order for the tendered item(s) is placed on us, we confirm that we will maintain the quoted rates for the full PO.
- c.. We agree to hold the quoted prices firm for a variation in quantity by plus or minus 15 percent from the quantities as indicated in the tender.
- d.. We agree to extend to Air India Ltd the benefit of reduction in statutory duties, taxes, levies, etc., if notified by the Govt. of India, during the period of validity of the Purchase Order.
- e. We have carefully gone through and have understood the General Terms & Conditions, Product Details and Specifications Governing the tender and would abide by the same.
- f.. The financial bid will be valid for 120 days from the date of opening of Technical Bid Part A .
- g.. I hereby confirm that I am authorized to sign the tender document.
- h. All the Pages of Financial Bid (i.e. Page 1 to Page 2) and any overwriting and corrections are duly countersigned.

Date: _____
Place : _____

Signature: _____
Name: _____
Designation: _____
Co. Name & Seal: _____



Annexure 'E'

Tender Enquiry No:DEL/MMD/18/Tender for Pallets/NME Nets/RFQ –18/151 dated : 12.02.2019

Sub: Tender for supply of for PAG /PMC Pallets with NME nets '

FORMAT OF AUTHORIZATION LETTER FOR ATTENDING BID OPENING
(ON COMPANY LETTER HEAD)

To

The GM (Materials Management),
Air India Ltd,
Old Chefair Building,
I.G.I Airport Trml- I,
New Delhi – 110037

Sub: Authorisation for attending bid opening

Tender No _____ Closing Date: _____

Opening Date _____ Opening Time _____

The following persons(s) are hereby authorized to attend the bid opening for the tender mentioned above on our behalf.

| Sr. No | Name | E Mail ID | Contact No. | Signature |
|--------|------|-----------|-------------|-----------|
|--------|------|-----------|-------------|-----------|

1.

2.

Authorised Signatory

Note:

- 1 Permission for entry to the hall where bids are opened, may be refused in case authorization letter as prescribed above is not received.
2. The authorized representatives, in their own interest, must reach the venue of bid opening well in time.
3. The authorized representative must carry a valid photo identity.
