



AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LTD.

INVITES E-TENDER

(Prospective Bidders may please refer Central Public Procurement Portal (CPPP) at <https://etenders.gov.in/eprocure/app> (Tender id 2020_AAICL_55250_1)

for

Appointment of Cargo Service Provider on Job Contract Basis for Providing Total Cargo Handling Services Including Data Capturing, Up-Keeping, & Allied Services at International Air Cargo Complex and Allied Areas at Chennai Airport for AAICLAS to Discharge its Air Cargo Terminal Operator (CTO) Functions



Tender No. AAICLAS/MAA/CTO/2020



I N D E X

NAME OF WORK: Appointment of Cargo Service Provider on Job Contract Basis for Providing Total Cargo Handling Services Including Data Capturing, Up-Keeping, & Allied Services at International Air Cargo Complex and Allied Areas at Chennai Airport for AAICLAS to Discharge its Air Cargo Terminal Operator (CTO) Functions.

PERIOD: 05 (Five) years.

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This tender document contains a total of **102 pages** (serially numbered from 1 to 102), including the cover page and this page.

--Sd--

**O/o REGIONAL MANAGER
AAICLAS, CHENNAI AIRPORT, CHENNAI.
Tel.: 044-22561786 / 044-22565915**



General Guidelines

NAME OF WORK: Appointment of Cargo Service Provider on Job Contract Basis for Providing Total Cargo Handling Services Including Data Capturing, Up-Keeping, & Allied Services at International Air Cargo Complex and Allied Areas at Chennai Airport for AAICLAS to Discharge its Air Cargo Terminal Operator (CTO) Functions.

First Important Step to Bidder for e-tender:

(CPP e-Procurement portal reference: <https://etenders.gov.in/eprocure/app>)

Bidders have to read the instructions to the bidders given in the e-tender portal of CPP and take immediate steps to:

- a) Register for bid to participate in tendering.
- b) Obtain digital signature well in advance which takes minimum 24 to 30 hours.
- c) Make sure availability of all required software in your PC as instructed under bidders' instruction head of e-procurement portal of CPP.

Correspondence on tender documents: -

- a) Tender Document: - The prospective bidder shall download the tender documents online from CPP's e-Procurement portal and upload digitally signed entire tender document on CPP e-tender portal. Besides, whenever tenderer signatures are earmarked in the tender documents shall put his signature and upload scan copies of the same.
- b) Amendment to Tender Document: - At any time, prior to scheduled date of submission of bids, AAICLAS if it deems appropriate to revise any part of this tender or to issue additional data to clarify the interpretation of provisions of this tender, it may issue addendum/corrigendum to this tender. Any such Addendum/ Corrigendum shall be deemed to be incorporated by this reference into this tender and binding on the bidders. Addendum/Corrigendum will be notified through CPP's Website/Portal only and will form part e-tender documents.
- c) Clarifications of Tender Document: - Bidder, requiring any clarifications of the tender document, may submit their queries, prior to submission of bid, if any, through provision of CPP's Website/Portal on as per the critical dates given on Notice Inviting E-Tender. Replies to queries by AAICLAS will be uploaded through CPP's e-Procurement portal. The bidders are advised to visit CPP's Website/Portal regularly.
- d) No correspondence shall be entertained from the tenderer after opening of tenders, other than asked by AAICLAS for any clarifications if required.

NOTICE INVITING E-TENDER
NIT NO.: AAICLAS_CHENNAI_2020

1.0 AAI Cargo Logistics and Allied Services Company Ltd.(AAICLAS), a 100% subsidiary of Airports Authority of India having its headquarter at AAICLAS Complex, Delhi Flying Club Road, Safdarjung Airport, New Delhi-110 003 and having its Southern Regional Office at Integrated Air Cargo Complex, AAICLAS, Meenambakkam, Chennai Airport, Chennai – 600 016 represented by its Regional Manager-SR, Chennai Airport on behalf of Chairman, AAICLAS invites e-tenders through the NIC, CPP portal in the prescribed form from reputed Indian company/ firm having minimum One (01) year of experience during the last 07 (seven) years ending from the date of opening the technical bid in handling the Cargo (Import, Export) at Sea Ports / Airports / Inland Container Depots/ Customs Bonded Warehouses/ Air Cargo Terminal Operators/Air Freight Stations/ Ground Handling Agencies who handled Air Cargo/ running Warehouse for handling International Cargo Handling and other Air Cargo Industry for rendering “ **Total Cargo Handling Services including Data Capturing, Up-Keeping, Documentation, Record Keeping, Dedicated Services to Airlines & Allied Services at International Air Cargo Complex and Allied Area, at Chennai Airport, Chennai for AAICLAS to discharge its Air Cargo Terminal Operator (CTO) functions.**”

Name of the Contract	Period of Contract	Yearly Estimated Value of Contract	Earnest Money Deposit & Tender Fee
Appointment of Cargo Service Provider on Job Contract Basis for Providing Total Cargo Handling Services Including Data Capturing, Up-Keeping, & Allied Services at International Air Cargo Complex and Allied Areas at Chennai Airport for AAICLAS to Discharge its Air Cargo Terminal Operator (CTO) Functions	05 Years (Five Years)	INR 30.82 Crores, excluding GST (INR Thirty Crores and Eighty-Two lakhs only)	EMD: - INR 55.82 lakhs. (INR Fifty-Five lakhs Eighty-Two thousand only) Tender Fee- Rs 5,600/- (Rupees Five thousand Six Hundred only) including GST – Non-refundable. (EMD & Tender fees drawn in favour of AAI Cargo Logistic and Allied Services Company Ltd., Chennai.)

Note: Bidders who are willing to participate may download the tender document from Central Public Procurement Portal (CPPP) at <https://etenders.gov.in> and submit digitally counter signed tender document on-line at the same portal in the format along with all enclosures as specified herein NIT.

1.1 ELIGIBILITY CONDITIONS:

1.1.1 The bidder should have at least 01 (One) year of experience during the last 07 (Seven) years ending from the date of opening of the technical bid in handling of the international Cargo (Import or Export or combinedly both) at Sea Ports / Airports / Inland Container Depots/ Customs Bonded Warehouses/ Air Cargo Terminals /Air Freight Stations/ Ground Handling Agencies who handled Air Cargo/ running Warehouse for handling of International Cargo and other Air Cargo Industry are eligible to participate in the Tenders. (The total export and import tonnage handled in AAICLAS warehouse excluding Air India / AIATSL handled export tonnage is 2,34,349 MT)

The bidder must have handled International cargo in any of the One (01) financial year as under during the last seven (07) years from the opening of technical bid for which experience has been claimed –

At least 80% of 22230 MT = 17784 MT from one facility/work

or

At least 50% of 22230 MT = 11115 MT each from two facilities / works

or

At least 40% of 22230 MT = 8892 MT each from three facilities / works

1.1.2 Bidder should have Annual Gross Turn Over (GTO) of INR **30.82 Cr**, excluding GST (and other applicable taxes/levies, if any)- against the works executed in any one of the financial years for which technical experience has been claimed if the balance sheet shows combined business of other kind, then above 50 % of minimum turnover i.e. **Rs.15.41 Cr** should be from specified business i.e. International Cargo Handling for which experience has been claimed.

1.1.2.1 The bidder should submit documentary proof of duly attested award letter and completion certificate from the awardee/ their authorized representative and any other documentary evidence in support of experience. The bidder shall submit duly audited and certified annual account statements and Profit & Loss statement by a statutory auditor/ registered chartered accountant for the proof of financial turnover of respective years for which experience is claimed.

1.1.2.2 Duly signed undertaking by the Head of Finance on the letter head of the bidder shall be submitted stating the overall as well as breakup of the turnover.

1.1.2.3 The bidders should have existing valid Labour Registration Certificate and all other registrations as applicable under Central and/or State Govt laws in their own firm/company's name. Copy of the same to be uploaded in the CPP portal.

1.1.2.4 As the Service Provider is to be Bureau of Civil Aviation Security (BCAS) security cleared agency, all the bidders participating in this tender may apply for security clearance from BCAS so as to obtain the same well on time to commence the work, in case of emerging as a successful bidder on the scheduled date.

1.1.2.5 Tenderers showing continuous losses during the last three years in the balance sheet, as on the date of submission of bid shall be summarily rejected. The bidder has to submit online on CPP portal, certificate issued by statutory auditor/ chartered accountant with

respect to net worth of the bidder.

1.1.3 Any party, either a firm/ a sole proprietor/partnership/company, falling under the following categories is not eligible to participate.

1.1.3.1 Debarred/black listed by CBI, Central Vigilance Commission or AAI/AAICLAS or Public Sector Undertaking/Departments like Railways, Defence or any other Department of Govt. of India, State Govt. A declaration to this effect is to be submitted by the party at the time of submitting the tender documents.

1.1.3.2 Parties facing action under PPE Act with AAI/AAICLAS.

1.1.3.3 Parties either an individual or a business establishment, who has been ordered by a court of law to pay the outstanding dues of AAI/AAICLAS at any of the airports taken together and has not paid such dues to AAI/AAICLAS, shall also not be eligible for participating in the tender.

1.1.3.4 Raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAICLAS/AAI in any of the Airport premises either against proprietor or any of the Directors/Managers/Employees of the company.

1.1.3.5 If the entity participating in any of the tenders is a private or Public Limited Company, Partnership Firm or sole proprietor and any of the Director/partners/sole proprietor having established business with AAI/AAICLAS and has outstanding dues payable to the AAI/AAICLAS except the dues pertaining to the current quarter i.e. the quarter in which the tender is invited, then the said entity shall not be allowed to participate in AAICLAS tenders.

1.1.3.6 A declaration on a Non-judicial stamp paper of Rs.100/- (Rupees One Hundred) duly e-attested by a notary public to the effect that the Tenderer does not fall under the categories 1.1.3.1 to 1.1.3.5 above has to be submitted in the Technical Bid. (Refer: Annexure- D).

1.1.3.7 Consortium/ Joint Venture (JV) companies are not permitted to participate in the tender.

1.2 SCHEDULE OF CRITICAL DATES

01.	Tender Document Download / Sale Date & Time/ Bid Start	17/08/2020 - 0900 hrs.
02	Pre-Bid Queries/Clarification Submission in CPP portal Start Date	17/08/2020 – 0900 hrs.
03.	Last Date to Register for Pre-Bid Meeting by e-mail	22/08/2020 – 1100 hrs.
04.	Pre-Bid Meeting in Video Conference Mode	24/08/2020 – 1100 hrs.
05.	Pre-Bid Queries/Clarification Submission in CPP portal End Date	25/08/2020 – 1500 hrs.
06.	Bid Submission Start Date & Time	26/08/2020 – 0900 hrs
07.	Bid Submission End Date & Time	04/09/2020 - 1400 hrs.
07.	Date & Time of opening of Pre-Qualification/ Technical Bid (Cover –I)	05/09/2020 – 1500 hrs.

08.	Date & Time of opening of Financial Bid (Cover – II)	08/09/2020 – 1500 hrs. (Tentative Date)
09.	Tender Fee	INR 5,600/- (INR Five Thousand Six hundred only) including GST (Non-Refundable)
10	Earnest Money Deposit(EMD)	INR 55.82 Lakhs (INR Fifty Five lakhs Eighty Two thousand only)

The tendering process is online at NIC CPP e-portal URL address <http://etenders.gov.in> Aspiring bidders may go through the tender document by "Guest User" Login. Prospective Tenderers are advised to get themselves acquainted with the e-tendering participation requirements at "Guidelines for Bidders", register themselves at NIC e-tendering portal, obtain 'User ID' & 'Password' and go through the 'Self Help files' available in the Home Page after log in to the portal <http://etenders.gov.in> They should also obtain Class III Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03-day time. The tenderer may also take guidance from AAICLAS Help Desk Support (contact details mentioned in tender document).

1.3. This tender will be following two Cover system through online i.e.

- (i) Cover-I Technical Bid
- (ii) Cover-II (Financial Bid)

1.4 The documents required for Cover-I & Cover-II evaluations are as follow: -

1.4.1 Cover-I (Tender Fee EMD, Technical bid & PRE-QUALIFICATION): -

1.4.1.1 Bid containing scanned copy of duly signed with date Unconditional Acceptance of AAICLAS's Tender Conditions, Integrity Pact, Tender fee, EMD and other documents as per Para 5.4 & 5.5 of General Information & Guidelines.

1.4.1.2 Scanned copy of tender fee in the form of NEFT/RTGS payment receipt of value Rs. 5,600/- and Earnest Money Deposit (EMD) of value INR **55.82 Lakhs** of RTGS/NEFT in favour of AAI Cargo Logistics and Allied Services Company Ltd., Chennai as stipulated in the notice inviting tender is to be submitted along with Unconditional Acceptance of AAICLAS's Tender Conditions (As per Annexure-B) & Integrity Pact (As per Annexure-L).

Account	
Name	AAI Cargo Logistics & Allied Services Co Ltd.
Account Type	Current
Account No.	37046868039
Bank Name	State Bank of India
Branch	Meenambakkam
IFSC Code	SBIN0005789

Note: EMD in the form of cash/demand draft or any other form other than specified above shall not be accepted.

1.4.2. Cover-II (Financial Bid): - As required under clause 5.6 of General Information/Guidelines of Notice Inviting Tender.

1.5 Bids Opening Process is as below: -

1.5.1 PRE-BID CONFERENCE:

- a) Pre-Bid Conference shall be convened at the designated date, time on video conference by the AAICLAS with representatives of all probable bidders.
- b) A maximum of two representatives of each Bidder shall be allowed to participate on production of an authorisation letter from the Bidder. Pre-bid conference shall be conducted through video conferencing mode due to COVID-19 pandemic situation. Interested participants for pre-bid conference may submit their request by e-mail to psharsha@aai.aero with subject line "Registration for Pre-Bid Conference" by providing below details in the e-mail:
 - i. Scanned copy of authorization letter on company letter head with following details of two participants
 - ii. Name of two participants
 - iii. Designation
 - iv. Mobile Numbers
 - v. Communication address
 - vi. E-Mail IDs for sending pre-bid conference invitation
 - vii. Alternated E-mail IDs

Invitation for the same with Login ID and password will be shared by Bid Manager/RM, AAICALS, Chennai on E-mail ID of the bidders shared to them in one day advance.

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- c) During the course of Pre-Bid Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the AAICLAS. The AAICLAS shall endeavor to provide clarifications and such further information as it may, in its sole discretion, considered appropriate for facilitating a fair, transparent and competitive Selection Process.
- d) All documents and other information supplied by the AAICLAS or submitted by a Bidder shall remain or become, as the case may be, the property of the AAICLAS. The AAICLAS will not return any submitted documents hereunder. Bidders are required to treat all such documents and information as strictly confidential.

1.5.2 Cover-I: Technical bid

Cover-I opening date shall be as mentioned in CRITICAL DATE SHEET. The technical bids shall be evaluated based on the eligibility criteria specified in NIT and bidders whose bids meets the technical eligible criteria shall only be technically qualified for opening of the financial bids. The intimation regarding acceptance/rejection of their bids will be intimated to the Service Providers/firms through e-tendering portal. (Depending on evaluation of Cover I)

If any clarification is needed from the bidder about the deficiency/shortfall in his uploaded documents in Cover – I, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by AAICLAS, failing which tender will be liable for rejection.

1.5.3 Cover-II: Financial bid

The financial bids of the Service Providers/firms found to be meeting the qualifying requirements shall be opened as per CRITICAL DATE SHEET. Bidders quoting lowest "Rate Per Metric Ton" (excluding GST) per month shall be considered as L-1 and may be considered for issue of Letter of Award (LOA) in terms of NIT.

1.6 AAICLAS reserves the right to accept or reject any or all applications without assigning any reasons.

AAICLAS also reserves the right to call off tender process at any stage without assigning any reason & reject the conditional tenders without assigning any reason thereto.

1.7 At any time, prior to scheduled date of submission of bids, AAICLAS, if it deems appropriate to revise any part of this tender or to issue additional data to clarify and interpretation of provisions of this tender, it may issue addendum / corrigendum to this tender. Any such addendum / corrigendum shall be deemed to be incorporated by this reference into this tender and binding on the bidders. Addendum / corrigendum will be notified through Central Public Procurement Portal to all bidders at <http://etenders.gov.in> only and will be binding on all.

1.8 In case the bidder has deposited EMD and tender fee but did not participate in the tender process i.e. the party has not submitted his bid on CPP portal and his name is not appearing in the bids submitted list, then , on request of such party, amount paid toward EMD deposited by the bidder shall be refunded after 10% deduction of the EMD amount, however, the tender fee shall not be refunded in this case.

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1.9 That after opening of the technical bid and before opening of the financial bid, if the bidder withdraws from the tender process, the EMD of the party shall be forfeited

1.10 AAICLAS reserves the right to verify the credentials submitted by the bidder at any stage (before or after the award of the work).

-Sd-

Regional Manager
AAICLAS, Chennai Airport, Chennai.
gmcargochennai@aai.aero

E-TENDER GUIDELINES TO THE BIDDERS**2. Guidance to Bidders for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement Portal (the "CPP Portal") only, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering **on the CPP Portal, prepare their bids in accordance with the** requirements and submit their bids online on the CPP Portal. More useful information for submitting online bids on the CPP Portal may be obtained at: <http://etenders.gov.in>

2.1 Registration on CPP Portal:

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://etenders.gov.in>) by clicking on the link "Online Bidder Enrolment" on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration Process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certified Authority recognized by CCA India (e.g. Sify /nCode/ e-Mudra etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

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Bidder then logs into the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2.2 Searching for Tender Documents

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

2.3 Preparation of Bids

- 2.3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2.3.2 Please go through the NIT carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2.3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR formats. Bid documents may be scanned with 200 dpi with black and white option which helps in reducing size of the scanned document.
- 2.3.4 To avoid the time and efforts required in uploading the same set of standard documents which are required to be submitted as a part of this bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

2.4 Submission of Bids

- 2.4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time and date. Bidder will be solely responsible for any delay due to other issues.
- 2.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.4.3 Bidders have to make payment "Online" through RTGS/NEFT to pay the Tender Document Fee which is non-refundable & EMD (refundable) as applicable.
- 2.4.4 Bidders should prepare the bid documents and pay Fee & EMD as per the instructions specified in the NIT documents.
- 2.4.5 Bidders are requested to note that they should necessarily submit their technical and financial bids online on CPP Portal in the format provided and no other format is acceptable.

IMPORTANT- The price bid has been given as a standard BOQ format with the tender document, the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file (which is in excel format), open it and complete the colored (unprotected) cells with their respective financial quotes. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- 2.4.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is

subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.

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

2.5 Assistance to Bidders

- 2.5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2.5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:
The 24 x 7 Toll Free Telephonic Help Desk Number
Tel: 0120- 4200462, 0120-4001002.
E-Mail: CPPP-doe@nic.in; support-eproc@nic.in

2.6 CPP under GePNIC, Help Desk Services

- 2.6.1 For any technical related queries please call the Help desk. The 24x7 Help Desk Number 0120-4200462, 0120-4001002.
Note: Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while e-mailing any issue along with the Contact details. For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.
- 2.6.2 For any Policy related matter / Clarifications Please contact Dept. of Expenditure, Ministry of Finance.
E-Mail : cPPP-doe@nic.in
- 2.6.3 For any Issues / Clarifications relating to the publishing and submission of AAICLAS tender(s):
 - 2.6.3.1** In order to facilitate the Vendors / Bidders as well as internal users from AAICLAS, Help desk services have been launched between 09:30-18:00 hours for the CPPP under GePNIC <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 09:30-18:00 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).
 - 2.6.3.2** Before submitting queries, bidders are requested to follow the instructions given in "**Guidelines to Bidders**" and get their computer system configured according to the recommended settings as specified in the portal at "System Settings for CPPP".

2.6.4 In case of any issues faced, the following person can be contacted.

Sl. No.	Support Persons	E-Mail Address	Contact Numbers	Timings*
1.	Help Desk	ak.mishra742@gmail.com	+91 7493996358, 8804377070	0930-1800 Hrs. (MON –FRI)

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

2.6.5 The above-mentioned help desk numbers are intended only for queries related to the issues on CPP e-Procurement portal and help needed on the operation of the portal. For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAICLAS.

2.6.6 **ADDRESS FOR CORRESPONDENCE**

All completed tender documents for verification and enquiries regarding clarification/interpretation in connection with this tender, other than e-tendering procedures & Technical support, shall be addressed to:

**Regional Manager,
AAI Cargo Logistics and Allied Services Co. Limited
Integrated Air Cargo Complex, Meenambakkam,
Chennai Airport, Chennai – 600 016
Tel.: 044-22561786 / 044-22565915
E-mail: gmcargochennai@aai.aero**



3.0 CHECK-LIST FOR DOCUMENTS TO BE UPLOADED ONLINE

Sl. No.	Name of the Document	Cover	Ref. to Tender Clause	Whether Uploaded
3.1	Scanned copy of RTGS/NEFT receipt for INR 5,600/- being proof of payment of Tender Fee.	I	Section-I 1.4	YES / NO
3.2	Scanned copy of RTGS/NEFT receipt for INR 55.82 Lakhs being proof of payment of EMD.	I	Section-I 1.4	YES / NO
3.3	Scanned copy of Undertaking-cum-Declaration on Unconditional acceptance of Terms & Conditions (Annexure-B).	I	Section-1 1.4	YES / NO
3.4	Scanned copy of GST Registration Certificate.	I	Section-V 5.5	YES / NO
3.5	Scanned copy of PAN (Permanent Account Number).	I	Section-V 5.5	YES / NO
3.6	Scanned copy of Employees Provident Fund Organization (E.P.F.O) Registration.	I	Section-V 5.5	YES / NO
3.7	Scanned copy of Employees State Insurance Corporation (ESIC) Registration.	I	Section-V 5.5	YES / NO
3.8	Scanned copy of Work Order with its satisfactory Completion Certificate.	I	Section-V 5.5	YES / NO
3.9	Scanned copy of Balance Sheets along with Profit & Loss Accounts Statement.	I	Section-V 5.5	YES / NO
3.10	Scanned copy of Declaration-Annexure-D	I	Section-V 5.5	YES / NO
3.11	Scanned copy of Statement of Legal Capacity-Annexure-E	I	Section-V 5.5	YES / NO

3.12	Scanned copy of Power of Attorney-Annexure-F	I	Section-V 5.5	YES / NO
3.13	Scanned copy of Financial Capacity of the Bidder & Experience Certificate-G	I	Section-V 5.5	YES / NO
3.14	Scanned copy of Undertaking by Bidder-Annexure-H	I	Section-V 5.5	YES / NO
3.15	Scanned copy of List of near relatives employed in AAICLAS/AAI-Annexure-I	I	Section-V 5.5	YES / NO
3.16	Any other documents required to fulfill the eligibility criteria as per tender conditions.	I	Section-V 5.5	YES / NO
3.17	No dues certificate from AAI/AAICLAS-Annexure-J	I	Section-V 5.5	YES / NO
3.18	Online Financial Bid from the CPP portal for the items as detailed in Financial Bid (Annexure-K).	II	Section-V 5.6	YES / NO
3.19	Integrity Pact-Annexure-L	I	Section-I 1.4	YES/NO
3.20	Scanned copies of TDS Certificates for experience claimed from Non Govt. organizations.	I	Section-V 5.5	YES/NO
3.21	Scanned copies of valid existing Labour Registration and/ or other ancillary applicable Regulatory Permits under Central and/or State laws, if any.	I	Section-V 5.5	YES/NO
3.22	Scanned copy of Performa for handling of international cargo tonnage (Annexure M)	I	Section-I 1.1	YES/NO
3.23	Undertaking on letter head of bidder regarding overall as well as break up of turnover	I	Section 1.1	YES/NO

4.0 DEFINITIONS

- 4.1 "AAICLAS" means the "AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LTD".
- 4.2 The RM means the "Regional Manager", AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LTD or his successors.
- 4.3 Bidder/Applicant means a sole proprietor or a partnership firm (where the representing partner should hold not less than 51% share in the firm) or company registered under the Companies Act 1956 or Companies Act 2013 whoever participates in this tender process and submits their bid.
- 4.4 "Bid Manager" means the AAICLAS executive responsible for signing all documents on behalf of AAICLAS and shall coordinate all the activities of the project with the bidder / Service Provider.
- 4.5 "The Service Provider" means the person/firm or company with whom the order for the work is placed and shall be deemed to include the Service Provider's successors (approved by the authority) representatives' executors and administrators as the case may be unless executed by the terms and the contract.
- 4.6 "Acceptance of Tender" means the letter or memorandum communicating to the service Provider regarding acceptance of his tender. This includes an advance acceptance of his tender.
- 4.7 'Data Capturing' means Updating or feeding required data into ICMS/AAICLAS IT system wherever required in appropriate manner either manually or electronically i.e. through barcode readers/RFID/other means at all times including during the time of EDI/Web/Connectivity failures
- 4.8 "The Authority" means the "CEO, AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LTD, New Delhi - 110003 or his representative.
- 4.9 Location means the place/premises/ ancillary premises where the Service Provider is to offer his services as per the contractual obligations.
- 4.10 "Day" means a day starting from 0001hrs. to 2400 hrs.
- 4.11 "Month" means a calendar month or a cycle month depending on the date of commencement of the contract. For all pro-rata calculation, the number of days considered in a month will be 30.
- 4.11. "The Award Letter / Work Order" means the order placed on the individual/company/ firm for Appointment of Cargo Service Provider on Job Contract Basis for Providing Total Cargo Handling Services Including Data Capturing, Up-Keeping, & Allied Services at International Air Cargo Complex and Allied Areas at Chennai Airport for AAICLAS to Discharge its Air Cargo Terminal Operator (CTO) Functions"
- 4.12 "The Contract" means the agreement signed between the AAICLAS and the Service Provider as per the terms and conditions contained in the tender.
- 4.13 "The Contract Price" means the price payable to the Service Provider as per his quoting in the Financial Bid for the full and proper performance of his contractual obligations.
- 4.14 "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit has not been attached, or the required data has not been provided with the Bid or incomplete bids or intentional errors have been committed in the Bid.

GENERAL INFORMATION AND GUIDELINES

5.1 E-Tender Documents are not transferable.

5.2 All the documents are to be uploaded on CPP portal only. All the prospective bidders are advised not to contact AAICLAS employees for submission of documents.

5.3 Following bids shall be submitted through online mode only at NIC CPP E-Tendering Portal at etenders.gov.in by the bidder / tenderer: -

- a) Cover-I (**Technical e-bid** as per 5.4 and 5.5 as given below)
- b) Cover-II (Financial e-bid as per Clause 5.6)

5.4 **Cover-I (Technical e-Bid)** shall contain scanned copies of RTGS/NEFT receipt in respect of Tender Fees, EMD, Unconditional Acceptance of AAICLAS tender conditions, Integrity Pact & other documents mentioned at 5.5.

5.5 Bidders shall upload scanned copy of following documents along with authorization letter(if applicable) in readable form at NIC CPPP E-Tendering Portal at etenders.gov.in as a part of technical bid):-

- a) Scanned copy of Permanent Account Number (PAN) & GST Registration Certificate. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non submission will not be considered as exemption. AAICLAS reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.
- b) Scanned copy of Authorization Letter/Power of Attorney, if applicable. The authorization (Power of Attorney) should be on non-judicial stamp paper of INR 100/- duly attested by Notary Public (refer Annexure: F).
- c) Scanned copy of valid ESIC & EPFO Registration.
- d) Scanned copy of valid existing Labour Registration and/or other ancillary applicable regulatory permits under Central and/or State laws, if any.
- e) Scanned copy of work Experience Certificate with documentary proof such as Award Letter & Work contract Agreement along with its satisfactory completion certificate. The bidder should have at least 01(One) year of experience during the last 07(Seven) years ending from the date of opening of the technical bid in handling the Cargo (import, export Cargo) at Air Cargo Terminals / Sea Ports / Airports / Inland container depots/ Customs Bonded Warehouses / Air Freight Stations and other Air Cargo Industry are eligible to participate in the Tenders.
The agencies showing Work Experience Certificate from **Non-Government/Non-PSU Organizations** should submit copy of Tax Deduction at Sources Certificate (TDS) in support of the claim for having Experience of stipulated value of work.
- f) Scanned copy of Annual Turnover Details: The bidder should have Gross Turn Over (GTO) of INR **30.82 Crores** against works executed in any one of the financial years for which

technical experience has been claimed. As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

- g) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act. Details to be provided (refer Annexure: E)
- h) Scanned copy of following declaration on Non-Judicial stamp paper of INR 100/- duly attested by notary (refer annexure-D):
 - i. The bidders should submit the details of contracts held (current and past) at all AAI/AAICLAS controlled airports/Cargo Terminals and offices and the details of disputed and undisputed dues there on along with the details of Security Deposit and mode of Security Deposit (Refer Annexure- D).
 - ii. Declaration that I/We have never been ordered by court of law to pay the outstanding dues to AAICLAS/AAI at any airport. (Refer Annexure- D).
 - iii. If the entity participating in the e-tender is a private or public limited company, Partnership Firm or Sole Proprietor and any of the Directors / Partners / Sole Proprietor of such company is also a director of any other company or partner of a concern or a Sole Proprietor having established business with AAI/AAICLAS and has outstanding dues payable to the AAI/AAICLAS, then the said entity shall not be allowed in AAICLAS e-tenders. A declaration to this effect has to be submitted by the party / tenderer. (Refer Annexure: D)
 - iv. Declaration to the effect that no raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the tenderer/contract granted by AAI/AAICLAS in any of the Airport/Cargo Terminal premises either against me or any member of the company or against our associates or against any of the Directors/Managers/Employees". (Refer Annexure D)
 - v. Declaration giving the details of blacklisting or debarring by AAI/AAICLAS, or any Government of India department, any Central or State public sector undertakings. (NIL statement also to be filed). (Refer Annexure D)
 - vi. Declaration of cases / action under PPE Act initiated by AAI/AAICLAS. (NIL statement also to be filed). (Refer Annexure: D)
 - vii. Declaration that I/We do not have any conflict of interest as detailed in clause 6.26 of general terms & conditions of tender document. (Refer Annexure: D)
- i) Declaration in respect of near relatives working in AAI/AAICLAS (refer Annexure: I).
- j) Certificate from Chartered Accountant/Statutory Auditor in respect of Financial Capacity (net worth) & Experience, as per Annexure: (refer Annexure-G & M)
- k) Letter of Undertaking by Bidder (refer Annexure-H)
- l) No Dues Certification from AAI/AAICLAS:
The party should also submit the No Dues Certificate issued by AAI/AAICLAS (Up to 30/06/2020, except where the dues are pertaining to current quarter i.e. the quarter in which tender is invited) in respect of all airports/Cargo Terminals under control of AAI/AAICLAS. Only signed certificate will be valid. Format as per Annexure: j
- m) Scanned copy of complete set of e-tender document containing 102 no. of pages (duly signed and stamped by the authorized person)

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

Note:

One set of scanned copy of complete technical documentation comprising of documents as listed at clause 5.4 & 5.5 (a to I) above shall be uploaded in the technical bid. Each page of Technical Bids should be signed by the tenderer or person authorized by the tenderer. The authorization (Power of Attorney) should be on non-judicial stamp paper of INR 100/- duly attested by Notary Public, if applicable. (Format as per Annexure: F).

5.6 Cover-II (Financial bid):

- i). The Financial Bid has been given as a standard **BOQ format** with the tender document and the same is to be downloaded and filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name.
- ii) Bidder must quote price bid in BOQ (Bill of Quantity) per Metric Ton Rate/ per month (lumpsum, all-inclusive rate in INR **"excluding applicable GST"** taking into consideration the Financial Implication for deployment of all its resources for Total Cargo Handling including Data Capturing, Up-Keeping, Documentation, Record Keeping, Dedicated Services to Airlines & Allied Services . The bidder must be in compliance of all regulations and shall bear all statutory payments and costs/taxes towards procurement, maintenance charges and all other expenditures expected to be associated to Job contract including their administrative cost etc. No claim on account of any compensation shall be entertained by AAICLAS during the currency of the contract or at the later stage. Per Metric Ton rate shall be on gross weight of cargo (to be handled) basis.
- iii) All required Cargo handling equipment & cleaning materials shall be provided by AAICLAS. The Service Provider will be responsible to operate all the equipment by engaging competent, qualified and duly licensed resources(operators) at their own cost throughout the subsistence of the agreement. The equipments shall be allocated by AAICLAS on a day to day/ shift-basis, depending on the field requirement to be submitted by the Service Provider. On completion of the work/ shift operation the resources of Service Provider shall return the equipments to AAICLAS designated workshop in good condition as it was taken at the time of issue.
- iv) The rate quoted by the bidder is for entire services (end to end), as given in the scope of work
- v) The amount quoted should be in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the tenderer(s). In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
- vi) The rate quoted by the successful bidder shall remain firm during the first year of the contract and shall not be subject to variation on any account. However, 7% escalation per annum in the tonnage rate of the previous year rate will be given in the succeeding years during the contract period. The same shall be followed for the extended period of contract beyond 05 (five) years, if applicable.

- vii) Tender, in which any of the particulars and prescribed information are missing or incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected.
- viii) The AAICLAS does not bind itself to accept the lowest or any e-tender.

5.7 **AWARD OF CONTRACT:**

After selection, a Letter of Award (LOA) shall be issued, in duplicate, by the AAICLAS to the Selected Bidder and the Selected Bidder shall, within 7 (Seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the AAICLAS may, unless it consents to extension of time for submission thereof, cancel the LOA and the next ranking Bidder may be considered. AAICLAS shall be the sole judge in the matter of award of contract and the decision of AAICLAS shall be final and binding.

5.8 Agreement:

AAICLAS shall enter into a formal agreement / contract on a non-Judicial Stamp paper of INR 100 with authorized representative of successful bidder incorporating the agreed terms and conditions of NIT, Work Order, corrigendum if any, clarifications given by bidder against AAICLAS queries etc. within 15 days of award of work. The cost of the non-judicial stamp paper shall be borne by the successful bidder only. (As per annexure-A)

5.9 PERFORMANCE GUARANTEE

Successful bidder shall submit an irrevocable interest free Performance Guarantee (PG) in the form of Demand Draft (DD)/Pay Order (PO)/Bank Guarantee from any Nationalized Bank or Scheduled Bank (Bank Guarantee from Co-Operative Banks, and even Scheduled Co-Operative Banks shall not be acceptable) in prescribed proforma of AAICLAS equal to 10% of the total contract value, after adjusting the EMD (after deducting the EMD) within 15(Fifteen) days of issue of Letter of Award (LOA). The Performance Guarantee (PG) shall be in the form of DD/Pay order/BG (as per AAICLAS standard format) in favour of AAI Cargo Logistics and Allied Services Company Ltd., Chennai. The Bidder, by submitting its Tender pursuant to this NIT, shall be deemed to have acknowledged that without prejudice to the AAICLAS's any other right or remedy hereunder or in law or otherwise, its Performance Guarantee(PG) shall be forfeited and appropriated by the AAICLAS as per the mutually agreed pre-estimated compensation and damages payable to the AAICLAS for, inter alia, the time, cost and effort of the AAICLAS in regard to the NIT, including the consideration and evaluation of the Bid, under the following conditions:

- a. If the Service Provider does not comply with the terms and conditions of performance related to service in terms of the Agreement and the ancillary documents;
- b. If the Service Provider engages in any of the Prohibited Practices specified in this NIT;
- c. If the Service Provider is found to have a Conflict of Interest as specified in NIT; and
- d. If the Service Provider fails to deposit Performance Guarantee within stipulated period, no payment for the work done will be released to the Service Provider. Moreover, interest @10% per annum on Performance Guarantee would be levied (non-refundable) for delayed period of submission. The Performance Guarantee shall be initially valid for the entire contract period plus 6 months beyond that and shall be refunded after expiry of 06 (Six) Months from the scheduled date of completion of the contract. In case the time for completion of work gets extended, the Service Provider shall get the validity extended to cover such extended time of

completion of work plus 06 (Six) Months. In case Service Provider fails to extend the validity of the Performance Guarantee, the same is liable to be en-cashed and retained by AAICLAS as an interest-free deposit.

5.10 COMMENCEMENT OF ASSIGNMENT: The Service Provider shall commence the services within 30 days (thirty) of the date of the receipt of Letter of Award (LOA), or any other date as may be mutually agreed. If the Service Provider fails to either sign the Agreement or commence the assignment as specified herein, the AAICLAS may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

5.11 Refund of EMD:

Refund of EMD of unsuccessful bidders who fail to qualify the eligibility / technical stage shall be initiated within 15 days of opening of financial bid. For all bidders who qualify in their technical bid and their financial bids are opened, the refund of EMD of all unsuccessful bidders in financial bid shall be processed within 30 days of opening of the financial bid.

5.12 Forfeiture of EMD:

- a) In case a party has deposited EMD and Tender Fees but did not participate in the tender process i.e. the party has not submitted his bid on CPP portal and his name is not appearing in the bids submitted list, then, on request of such party, amount paid towards EMD deposit by the party may be refunded after deduction of 10% of EMD amount. However, the Tender Fees shall not be refunded in this case.
- b) After last date of submission of bid, at any stage thereafter if a bidder withdraws from tender process, entire EMD amount shall be forfeited.
- c) After opening of the technical bid and before opening of financial bid, if any bidder withdraws from tender process, the EMD of the party shall be forfeited.
- d) If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then AAICLAS shall forfeit the entire amount of EMD submitted by the firm.

5.13 It may be noted that the Earnest Money Deposit of the Successful bidder may be forfeited, on account of non-completion of the following: -

- a) Acceptance of the offer within 07 working days from the date of the receipt of Letter of Award (LOA) or any extension thereof granted by AAICLAS.
- b) Execution of the Agreement within 15 days of date of the receipt of Letter of Award or any extension thereof granted by AAICLAS.
- c) Commencement of work within 30 (thirty) days of the receipt of the award letter or as notified by the AAICLAS.
- d) Furnish the required Performance Guarantee within the 15 days of date of the receipt of Letter of Award or any extension thereof granted by AAICLAS.
- e) If any contract is terminated due to any illegal activity which is punishable under any of the laws of the land, then the party will be debarred till the case is cleared by the concerned legal authority of the land. In case any penalty or fine is imposed by the concerned Authority then the party will be debarred till it obtains a clearance from the concerned Authority.

- f) If at any stage AAICLAS finds that the party has submitted any false/wrong/ concealment of information/document affecting eligibility criteria of the bid, in such case, EMD shall be forfeited and party is liable to be debarred for one (01) years from participation in AAICLAS tenders
- g) In case the bidder has deposited EMD and tender fee but did not participate in the tender process i.e. the party has not submitted his bid on CPP portal and his name is not appearing in the bids submitted list, then , on request of such party, amount paid toward EMD deposited by the bidder shall be refunded after 10% deduction of the EMD amount however, the tender fee shall not be refunded in this case
- h) In case after opening of the technical bid and before opening of the financial bid, if the bidder withdraws from the tender process the EMD of the party shall be forfeited in full and the party liable to be debarred from participation in any tender at the said airport for 1 year from the date of debarment. However, after opening of the financial bid, being L-1 in the tender if the party withdraws its bid after issuance of award letter, the party does not complete the requisite formalities, EMD shall be forfeited and the said bidder will be liable to debarred from participating in any tender of AAICLAS for 1 year.
- 5.14 E - Tender(s) would remain valid for a period of 180 days from the date of opening of the technical Bid. If any tenderer withdraws during the validity period, his Earnest Money Deposit would be forfeited. However, after opening of financial bid, being L1 (lowest bidder) in the tender, if the party withdraws its bid, EMD shall be forfeited.
- 5.15 Failure of the successful bidder to comply with the requirement of the contract shall constitute sufficient grounds, to cancel the contract and call for fresh e-tender.
- 5.16 The tenderer(s) shall give the list of his near relatives employed in AAICLAS.
- 5.17 On acceptance of the tender, the name of the tenderer, the name of the accredited representative(s) of the tenderer who would be responsible for taking instructions from authorized official of the AAICLAS is to be intimated.
- 5.18 Silence or the use of the word "Noted" against any of the tender conditions shall mean tenderer agrees to comply with that/those conditions.
- 5.19 Sole proprietor having concerns under different names will be considered as a single legal entity. PAN card will determine the single entity criteria hence will be the basis for decision.
- 5.20 No party or legal entity is allowed to submit more than one tender.
- 5.21 In case of partnership firms, as it does not have any legal entity of its own, hence if two or more firms are having common partners, then all these firms will be considered as single entity. The principle of implied agency of partner as per the Partnership Act of India has been taken as the guiding principle. Since the provisions are different in Tax laws hence different PAN card will not entitle the firms having common partners to be treated as separate entity for the purpose of contracts in AAICLAS.
- 5.22 In case of companies, if the holding company and its subsidiary are participating in the same tender then a disclosure to this effect to be made at the time of application for tender from/or before submission of tender (applicable for Tender downloaded from website). Also,

it will be mandatory for them to submit the basis and proof of the relationship during the Technical Bid stage.

- 5.23 In case a foreign Company and its Wholly Owned Indian Subsidiary (WOS) Company are participating in the same tender, then a disclosure to be made during the application stage. Also, it will be mandatory for them to submit the basis and proof of the relationship during the Technical Bid stage.
- 5.24 It shall be deemed that by submitting the Bid, the Bidder has made a complete and careful examination of the NIT; received all relevant information requested from the AAICLAS; accepted the risk of inadequacy, error or mistake in the information provided in the NIT or furnished by or on behalf of the AAICLAS or relating to any of the matters; satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed application and performance of all of its obligations thereunder; acknowledged that it does not have a Conflict of Interest; and agreed to be bound by the undertaking provided by it under and in terms hereof.
- 5.25 The AAICLAS shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to NIT or the Selection Process, including any error or mistake therein or in any information or data given by the AAICLAS.
- 5.26 Bidders are advised/recommended to submit their respective Bid after visiting Air Cargo Complex (including terminal area), facilities available for Cargo handling and ascertaining for themselves the availability of documents and other data with the AAICLAS, Applicable Laws and regulations or any other matter considered relevant by them. The Service standard/performance parameter set out in the NIT shall have to be met in the available infrastructure only. No grievance shall be entertained by AAICLAS after the handing over of the facilities to the successful bidder/Service Provider.
- 5.27 AAICLAS reserves the right to extend the date of submission / opening of the bids as well as to extend the validity of the E-tender if situation warrants and with sufficient reasons.
- 5.28 AAICLAS reserves right to reject any or all e-tender(s) in part or in full without assigning any reason thereof.
- 5.29 All the above guidelines from clause 5.1 to clause 5.28 and other terms and conditions mentioned in this document will form part & parcel of the Notice inviting E-Tender (NIET).
- 5.30 Volume of International Cargo handled by AAICLAS, Chennai Airport, Chennai during the past Seven Financial years

Weight in Metric Tons

Year	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
IMPORT	89688	90117	93170	110616	140884	142261	130628
*EXPORT	130713	132353	135109	157281	171136	171896	*143721
TOTAL	220401	222470	228279	267897	312020	314157	274349
%AGE GROWTH	(+)9.05	(+)0.93	(+)2.61	(+)17.35	(+)16.47	(+)0.70	(-) 12.67

* Export Tonnage is inclusive of tonnage handled by Air India and its handled airlines in a separate warehouse. During the FY 2019-20, they handled around 40000 MT which is also included in the tonnage of Export=143721 MT & Total=274349 MT.

The Service Provider shall be paid only for the export tonnage handled by AAICLAS only but not for the Cargo uplifted by Air India or its handled airlines at their warehouse. However, the import tonnage handled for all the airlines shall be considered for payment purpose.

The successful bidder / Service Provider appointed by AAICLAS, will handle all Export cargo in the AAICLAS Export Warehouse as AAICLAS being Regulated Agent and all Import cargo shall be handled by the Service Provider as AAICLAS being the Custodian of Customs as well as CTO.

Year	Import (in MT)	Export (in MT)	Total (in MT)
2020-21 (Quarter 1) *	12028	9921 (excluding AI/AIATSL Export)	21769

*In the first quarter of this FY, due to COVID19, flight restrictions and travel / movement restrictions, the tonnage handled has drastically reduced, which may be noted by the bidders.

5.31 International Air Cargo Traffic Forecast for Chennai Airport, Chennai.

The bidders are advised to make their own assessment on cargo projections for the contractual years. No claim for compensation/escalation of any type on any account whatsoever other than those provided under clause(s) of the Form of Tender will be entertained by the AAICLAS on account of any variation/fluctuations thereon owing to change in government policy procedure or due to any simplification/mechanization or any other reasons. All bidders may note that the conventional system of handling with trollies is being replaced in a phased manner by introducing powered pallet trucks/Euro pallets and other modern mechanical equipment which leaves scope for reduction in physical handling by manual system to the extent of 35-40%. The cost reduction on account of this factor be taken into account while quoting by the bidder.

5.32 Details of Cargo Handling Equipment and Installations available for handling of Export & Import Cargo at AAICLAS, Chennai Airport, Chennai.

SL. No	Equipment Details	Capacity	No. of Equipment available
I	Forklift –Diesel	12 ton	01
2	Forklift – Diesel	05 ton	02
3	Forklift – Diesel	03 ton	14
4	Hi-mast	03 ton	02
5	Powered Pallet Truck with Ride on facility	02 ton	08

6	Electrical Stacker	03 ton	04
7	Hand pallet with weighing scale	02 ton	05
8	Scissor type hand pallet	02 ton	20
9	20 ft. lazy bed roller with weighing facility	16 ton	05
10	10 ft. lazy bed roller	06 ton	70
11	Flexible expandable conveyor	150 kg per meter	05
12	Hand pallet	02 ton	42
13	Four Wheel Trolleys	01 ton	288
14	Four Wheel Trolleys	0.5 ton	200
15	Bulk container	-	05

AAICLAS shall procure further Cargo handling equipment as and when required for the smooth cargo.

5.33 Mechanical installations for processing of import and export cargo at Chennai Airport, Chennai.

Automatic Storage and Retrieval System (ASRS) in Import for storage of Import cargo	8020 bins each 01-ton capacity with 05 inlet points in the Air side, 11 outlet points at city side. Bins fitted with four wheels at 360-degree rotation.
Elevated Transfer Vehicle (ETV) for storage of Palletized Export cargo	<p>02 nos. with 174 storage slots, 3 work stations with 18nos. of loading positions with collapsible scissor lifts, Unit Load Device (ULD) weighment with Print facility.</p> <p>(work order issued in June'2020 for replacement of 01 Elevated Transfer Vehicle (ETV) (15years old) with additional working stations and AMC for both ETVs for 05 years Another ETV also will be replaced after 03 years)</p>

X-ray machines at Export	12 nos. of X-ray machines for export cargo screening and Required no. of Explosive Trace Detectors (ETD) including for RA/RA3 functions
Weighing scales	12 no. of electronic weighing scales with Printer facility at various locations.
Adjustable loading platforms at Truck Docks	10 nos. and to be added with 07 nos.
Scissor lift to facilitate transfer of loaded imported ULDs to AFS stations / DPD	01 no. 10 ton capacity, 01 no. 15 ton capacity
Roller Conveyor system for delivery of Import cargo weighing up to 500kgs	Above 100 meters at the import delivery path

- 5.34 Apart from the above, AAICLAS shall continue to automate all the processes at export and import on regular basis for smooth cargo processes which may be noted by the prospective bidders.
- 5.35 While carrying out major infrastructure modifications in the operational area at Import and Export a suitable intimation shall be provided to the Service Provider in advance, AAICLAS will ensure adequate alternate space available for the Service Provider to discharge its functions without any interruptions.

Details of ongoing / proposed Projects:

- 5.36 Currently expansion of Export Truck Dock area is undergoing. Customs, AAICLAS offices will be relocated, Examination & Truck Duck position shall be repositioned.
- 5.37 ETV-I & II shall be replaced in a phased manner with augmentation of build-up stations.
- 5.38 Covered sheds at Export & Import are being created.
- 5.39 ULD'S release path at Airside for Air India handled Airlines at their export area to be re-routed in due course of time.
- 5.40 Automated Destuffing stations to be built for Import Destuffing in due course of time.
- 5.41 Air Cargo Inspection System to be installed at Airside of Import & Export area where all loaded ULD's to be scanned by Customs as per regulations.

6.0 GENERAL TERMS & CONDITIONS

- 6.1 The Service Provider shall provide the whole and every part of the service mentioned in the scope of services of this job contract in the most substantial and professional like manner in every respect in strict accordance with the services level/performance parameter. The Service Provider shall comply with all the provisions of the contract and provide all resource including supervision of all services for cargo handling, Data capturing, UP-Keeping Documentation, Record keeping whereas all equipment for Cargo handling, materials for cleaning, binding, packing & strapping as required shall be provided by AAICLAS. The Service Provider shall take full responsibility for adequate suitability and safety during operational work of cargo handling. Indent (with proper justification of quantity) to be placed with AAICLAS by Service Provider two months in advance for ensuring supply after procurement of up-keep, binding and packing materials. For equipment like items indent to be placed minimum three month in advance. The resources provided by the Service Provider must maintain confidentiality of the business.
- 6.2 The Regional Manager, AAICLAS Chennai shall have power to make amendment, omissions, additions in the original scope of services during the continuance of contract and the Service Provider shall be bound to provide the services in accordance with any instructions given to him in writing signed by the Regional Manager, Chennai on the same conditions in all respects including rate on which he agreed to do the main job contract. Such amendment, omissions, additions or substitutions shall form part of the main/original job contract.
- 6.3 If at any time after Acceptance of tender, AAICLAS decides to abandon or reduce the scope of the services for any reasons whatsoever and hence not require the whole or any part of the services to be carried out, the Regional Manager, Chennai shall give notice in writing to that effect to the Service Provider and the Service Provider shall act accordingly in the matter. The Service Provider shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the services in full but which he did not derive in consequence of the foreclosure of the whole or part of the services.
- 6.4 Service Provider shall provide at his own cost all required resources for performing Total Cargo Handling Services including Data Capturing, Up-Keeping, Documentation, Record Keeping, Dedicated Services to Airlines & Allied Services as per scope of services mentioned in schedule-A. Service Provider shall be liable to pay penalty if services provided are below the service level/performance parameter as mentioned in schedule-B and penalty shall be deducted from his monthly bills or PG or other deposit source as decided by RM, Chennai.
- 6.5 All required Cargo handling equipment shall be provided by AAICLAS. The Service Provider will be responsible to operate all the equipment by engaging competent, qualified and duly licensed resources(operators) at their own cost throughout the currency of the agreement. In addition, the Service Provider shall also likewise operate additional equipment, if any, required for the Cargo Handling Operations. Service Provider shall be liable to pay penalty charges & repairing charges of equipment if mis handled by his resources/operators as per schedule-B or as decided by Regional Manager, AAICLAS, Chennai Airport.
- 6.6 The Service Provider shall abide by all the applicable rules and regulations framed under Central / State laws for the provision and disbursement of wages, P.F., E.S.I., Bonus, Labour

license other statutory obligations/welfare measures and insurance cover (third party coverage) for any possible injury or loss to the work force, as a result of the deployment in the premises of AAICLAS or in the course of the performance of the contractual function/obligations.

- 6.7 The Service Provider shall provide minimum 02 sets of uniform and one pair of industrial safety shoes every year at his own cost to his deployed resources. The cost of uniform shall not be passed on to the said resources and shall be borne by the Service Provider. The design / quality/color shall be decided in consultation with AAICLAS
- 6.8 The Service Provider shall ensure that his/her employees shall be in proper uniform and display Service Provider issued ID card and AEP at all times while on duty.
- 6.9 It would be responsibility of Service Provider to obtain the necessary security clearance and approval of Security Program from the BCAS/any regulatory agency mandatorily before start of contract.
- 6.10 It will be the responsibility of Service Provider to obtain Airport Entry Permit (AEP) as per the guidelines of BCAS and on payment of applicable charges. Service Provider will ensure that police verification/background checks and other documents are submitted in time. AAICLAS will not be held responsible for any delay in obtaining of passes due to non-adherence to the BCAS norms. The detailed instructions for obtaining AEP from BCAS is attach as ANNEXURE- P
- 6.11 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the State and Courts in Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.12 The AAICLAS, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
- 6.12.1 suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- 6.12.2 consult with any Bidder in order to receive clarification or further information;
- 6.12.3 Retain any information and/or evidence submitted to the AAICLAS by or on behalf of and/or in relation to any Bidder; and/or
- 6.12.4 Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.13 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the AAICLAS, its resources, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.14 Any notice required to be served on the bidder under this Agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the AAICLAS

under this agreement shall be deemed to have been served if delivered at or sent by Registered post to the AAICLAS, who should invariably acknowledge the notice.

- 6.15 The period of notice given under this Agreement would be counted from the date of receipt of notice by either side.
- 6.16 Subject as herein before otherwise provided, all notices to be given on behalf of the AAICLAS and all other actions to be taken on behalf of the AAICLAS, may be given or taken on behalf of the AAICLAS by the In-charge of the Cargo Terminal or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Cargo Terminal In charge, in respect of the Cargo Terminal under his charge.
- 6.17 The Service Provider shall not, unless with the written consent of the AAICLAS, create a sub-contract of any description with regard to this contract or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his contract or any part thereof.
- 6.18 The Service Provider, his agents and resources shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the Service Provider including any rules and regulations made by the AAICLAS, Civil Aviation Department, BCAS, DGCA, Customs or any other Department of Government and or local body or administration in force from time to time and to the business which the Service Provider is allowed to carry on under this Agreement and to the area in which the said premises are located.
- 6.18 (a) The Service Provider shall Indemnify the AAICLAS from/against any claims made or damages suffered by the AAICLAS by reason of any default on the part of the Service Provider or its employee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
(b) The AAICLAS shall not be responsible in any way for loss or damage by any means caused to the Service Provider's resources life, stock or property.
- 6.19 The Service Provider shall employ only such resources as shall have good character and as well behaved and skillful in their business. He shall furnish to the AAICLAS in writing with the names, parentage, age, residence and specimen signature or thumb impression of all resources whom he proposes to employ for the purpose of this Agreement before they are so employed and the AAICLAS shall be at liberty to forbid the employment of any person whom it may consider undesirable. The resources employed by him shall be under the general discipline of the AAICLAS and shall conform to such directions as may be issued by the AAICLAS in respect of points or routes of entry to and exit from the premises and in respect of the use of wash rooms. He shall also have the Character of all persons employed by him verified by the Police to the satisfaction of the AAICLAS, before the employment.
- 6.20 The Service Provider shall not damage the premises or any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the Service Provider, or his resource or invitees or customers, the AAICLAS shall be entitled to repair the damage or make the requisite replacement and call upon the Service Provider for replacement or to reimburse cost thereof which the Service Provider undertakes to pay forthwith on demand.

- 6.21 During the continuance of contract, the Service Provider will insure against any claim for resource's compensation or otherwise of all persons employed by him in connection with the business to be carried on as aforesaid with such insurance company as the AAICLAS shall approve of and shall produce for inspection on demand by the AAICLAS all policies in respect thereof and the receipts for current premium from time to time.
- 6.22 In the case of such breach of the terms of the contract as minor offenses and complaints coming to its notice for which in the opinion of the AAICLAS the Agreement need not be terminated, the AAICLAS may at its discretion recover compensation from the Service Provider up to the limit of the performance guarantee of the Contract. The decision of the AAICLAS in this respect will be final and binding on the Service Provider.
- 6.23 On expiry of the contract period or on termination of the contract by the AAICLAS on account of any breach on the part of the Service Provider, the Service Provider shall leave the premises and deliver the possession of the premises in good condition and in peaceful manner along-with furniture, fittings, equipment and installations, if any, provided by the AAICLAS. Further, Service Provider shall remove his/their goods/equipment and other materials from the premises immediately, failing which AAICLAS reserve its right to remove such goods/materials at the cost & risk of the Service Provider and demand payment for such removal. If such payment is not made within 10 days, AAICLAS shall be at liberty to dispose-off the goods/materials of the Service Provider by public auction to recover the cost. The Service Provider shall not be entitled to raise any objection in such an eventuality.
- 6.24 The provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and the Airports Authority of India Act 1994 as amended by Act 2003 and the rules framed there-under (Chapter-VA- Eviction of Unauthorized Occupants Etc of Airport Premises) which are now in force or which may hereafter come into force shall be applicable for matters provided in the said Act.

6.25 Fraud & Corrupt Practices and Penalty:

- a) Even if the bidder satisfies every criterion as per the guidelines set forth above, but at any stage during the tender process, or after the issuance of LOA to the successful bidder, or after the execution of contract agreement or during the subsistence thereof, AAICLAS at its discretion can disqualify the bidder or terminate the contract (as the case may be), if the bidder:
- i. Has been debarred by any state or central government or government agency in India and the same is subsisting at the time of NIT; or
 - ii. Has made misleading or false representation in the forms, statements and attachments submitted; or
 - iii. The applicant does not respond promptly and thoroughly to requests for supplementary information requested by AAICLAS for the evaluation of the Proposal; or
 - iv. One or more of the eligibility criteria have not been met by the Applicant; or
 - v. The Applicant has made a material misrepresentation; or
 - vi. The Applicant has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
 - vii. The applicant or its associates or a person or entity having legal relationship with applicant committed any fraud or forgery by way of submission of any kind of documents/

bank guarantee/ Security Deposit etc. (during the tender process and thereafter) with this or any other tender/ contract with Airports Authority of India / AAICLAS or any PSU or Government Departments during the last 5 years;

- b) Then the LOA or the Agreement, as the case may be, shall, notwithstanding anything to the contrary contained therein or in this NIT Document, liable to be terminated by a communication in writing by AAICLAS to the Service Provider without AAICLAS being liable in any manner whatsoever to the Service Provider. In such an event, AAICLAS shall forfeit and appropriate the EMD and Performance Guarantee and debar the Service Provider from AAICLAS tenders for any period, minimum of one year, as the case may be without prejudice to any other right or remedy that may be available to AAICLAS in this regard.
- c) If such an event occurs after the issuance of LOA and during the contract period, then AAICLAS reserves the right to take any such measure as may be deemed fit in the sole discretion of AAICLAS, including annulment of the contract and forfeiture of the Performance Guarantee amount.

6.26 Conflict of Interest:

- a) The bidder should ensure that they are not falling into any conflict of interest. The bidder shall be disqualified, if there, is a conflict of interest on its part. In such an event, AAICLAS shall forfeit and appropriate EMD, and debar the bidder from participating in future AAICLAS tenders for a period not less than one (01) years.
- b) The bidder shall be deemed to have a conflict of interest affecting bidding process, if:
 - i. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder; its Member or any Associate thereof (or any constituent thereof) have common controlling shareholding or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder hereof having a shareholding of more than twenty(20) per cent of the paid up and subscribed share capital of Such Bidder, Member or Associate, as the case may be), in the other Bidder, its Member or Associate is less than twenty(20) per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, Insurance company, pension fund , AAICLAS, Airports Authority of India, Govt of India or a public financial institution referred to in the Companies Act, 1956/2013 or as amended from time to time. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - aa) Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - bb) Subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. A constituent of Such Bidder is also a constituent of another Bidder; or
- iii. Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any Such subsidy, grant, concessional loan or subordinated debt to any other bidder, its Member or any Associate thereof; or
- iv. Such Bidder has the same legal representative for purposes of the Proposal as any other Bidder; or
- v. Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other information about, or to influence the Proposal of either or each other; or
- vi. Such Bidder or any Associate thereof has participated as a consultant to AAICLAS in the preparation of any documents, design or technical specifications of the Contract.
- vii. In case of an applicant having legal relationship with any other applicant.

6.27 Dispute Resolution Committee (DRC):

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications and instruction here-in before mentioned and as to the quality of service or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, specifications, failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

Through Dispute Resolution Committee: Any dispute as stated above shall be referred in the first place to the Dispute Resolution Committee (DRC) set up at the Airports.

- I. If a dispute of any kind, whatsoever, arises between AAICLAS and Service Provider in connection with or arising out of the contract or the execution of the service, whether during the execution of the service or after the completion and whether before or after repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee(DRC) set up at the Chennai Airport.
- II. DRC, thus constituted may act as a 'Conciliator' and would be guided by the principles of 'conciliation' as included in Part III of the Arbitration & Conciliation Act, 1996. DRC should take into consideration the rights and obligations of the parties, usage of service concerned and circumstances surrounding the dispute(s). Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If the parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party.
- III. DRC shall give its report within 45 days of its constitution.
- IV. It is also a term of the contract that fees and other expenses, if payable to DRC shall be paid equally by both the parties i.e. AAICLAS and the Service Provider.
- V. It is also a term of the contract that no legal advisor/counsel/advocate would be allowed by either party during the proceedings of the DRC.

Unless the contract has already been repudiated or terminated, the Service Provider shall, in every case, continue to complete the service as per the Agreement with all due diligence.

It is also a term of contract that if the Service Provider does not make any demand to the Dispute Resolution Committee in respect of any claim in writing within 90(ninety) days of receiving the intimation from the AAICLAS that the bill is ready for payment, the claim of Service Provider would be deemed to have been waived and absolutely barred and the AAICLAS shall be discharged and released of all the liabilities under the contract in respect of these claims.

6.28 Arbitration Clause: -

- a) This clause shall be invoked only in case the dispute is not resolved by the DRC within 45 days. Once this clause is invoked, the DRC process will cease to be operative. All disputes or differences (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and the Airports Authority of India Act 1994 as amended by Act 2003 and the rules framed there-under (Chapter-VA- Eviction of Unauthorized Occupants etc., of Airport Premises) which are now in force or which may hereafter come into force shall be applicable for matters provided in the said Act) shall be referred for adjudication through arbitration by a sole Arbitrator appointed by the Chairman, AAICLAS within 30 days of receiving the application for appointment of Arbitrator. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor.
- b) It is also a term of contract that if the Service Provider does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One Hundred Twenty) days of receiving the decision/award from the Dispute Resolution Committee, the claim of the Service Provider would deemed to have been waived and absolutely barred and the AAICLAS shall be discharged and released of all its liabilities under the contract in respect of these claims.
- c) It is the term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of Arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee.
- d) It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as Arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendment or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.
- e) It is also a term of this contract that the Arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him along with reasons.
It is also a term of the contract that if any fees are payable to the Arbitrator, these shall be paid equally by both the parties.
- f) It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The seat of the arbitration would be Chennai. The venue of the arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of

the reference and of the award (including the fees, if any, of the Arbitrator) shall be in the discretion of the Arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amounts of costs to be so paid.

During the arbitral and Dispute Resolution proceedings, the Service Provider (s) shall continue to provide services regularly as per the award/agreement and perform all covenants of the agreements. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be New Delhi.

- g) It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the AAICLAS and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account. Acceptance or challenging arbitration award by CHQ shall be done after obtaining views/recommendations of the Regional Manager, AAICLAS, Chennai Airport in consultation with legal department/ consultant.

During the arbitral and Dispute Resolution proceedings, the Service Provider shall continue to provide services regularly as per the agreement and perform all covenants of the agreements.

6.28.1 Notice and Debarment Procedure for Blacklisting for participation in future tenders of AAICLAS:

If the Service Provider -

- a) At any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the AAICLAS authorized Officer; or
- b) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the AAICLAS authorized Officer; or
- c) Fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the AAICLAS authorized Officer.

The case for debarment of Service Provider shall be dealt by office of the Chief Operating Officer of AAICLAS and the Regional Manager of the respective Airport. If the performance of the Service Provider or technical/financial capability is found unsatisfactory at any stage, following action may be initiated by concerned authority against the Service Provider.

The matter will be brought to the notice of Regional Manager (SR), Chennai Airport, Chief Operating Officer and Chief Executive Officer, AAICLAS. New Delhi

A committee shall be constituted by Regional Manager (SR) to scrutinize the adverse remarks with a view to initiate a case for debarring the concerned Service Provider from participating in future works of AAICLAS tendering. The committee shall consist of the following members:

- i) In-Charge at Operations level
- ii) In-Charge Finance
- iii) HOD of Import/Export

If committee recommends that further action is required to debar the Service Provider, then with the concurrence of Regional Manager (SR), a show cause notice shall be issued to the concerned Service Provider, bringing out its short-comings and defaults of service rendered during the concerned period.

Reply when received from the Service Provider shall be carefully scrutinized with respect to the factual position by the committee and following action shall be taken:

- i. In case it is found that Service Provider is not fully responsible for delay/default, concerned Authority may process the case recommending its non-participation in AAICLAS tendering in future for a limited period of 1 year and put up to Chief Operating Officer AAICLAS for orders.
- ii. In case, it is established that the Service Provider is fully responsible for unsatisfactory performance, case shall be processed for blacklisting for a minimum period of 1 year and maximum up to 3 years for approval by the Competent Authority.

On decision to blacklist/debar a Service Provider, the concerned Service Provider shall also be intimated.

6.29 **Exit Clause:** -

6.29.1 **Normal Termination-** The Service Provider will be deemed to be terminated on the last day as given in the agreement provided the extension or renewal is approved by the Competent Authority on or before the last date and communicated to the Service Provider in writing and duly accepted by the Service Provider.

6.29.2 **Termination for cause-** If the Service Provider or the AAICLAS has invoked the internal dispute resolution clause (as per which the dispute referred to the Dispute Resolution Committee (DRC) is to be completed within a period of 45 days) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice needs to be served by either party and the Service Provider will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the contract period then the party is liable to pay the AAICLAS the value equal to the amount of last months' tonnage handled multiply(x) by 6 multiply(x) by existing per month rate as demurrage charges. The agreement shall also provide the invocation of arbitration clause only after internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

6.29.3 **Termination for convenience:** - Either party, AAICLAS on one part and the Service Provider on the other part can serve the notice by giving requisite notice period. The main agreement shall continue to be in-force until terminated by either party giving 120 (one hundred twenty) days prior notice to the other party in writing (Termination by either party of all or any part of the services to be furnished at a specific location required 120 (one hundred twenty) days prior notice to the party). The notice given by the party should be approved by the acceptance authority of AAICLAS. However, the date on which notice was received at AAICLAS will be the commencement of the notice period and the administrative time required for approval will not be added. If the party has served the notice, then the party is liable to face the following: -

Notice period	Debar Period
If the Termination occurs before the expiry of 50% of the period of contract	Next One year
If the Termination occurs after the expiry of 50% but before the expiry of 75% of the period of contract	Nil
If the Termination occurs after the expiry of 75% of the period of contract	Nil

6.29.4 Termination for regulatory / legislative or supervisory requirements: If any provision on law or legislation of India makes it mandatory to stop/prohibits the continuation of any contract at any particular location or otherwise, then it will be deemed to be closed from the date of such enactment. No compensation is payable by AAICLAS.

6.30 Rebate Clause: - No rebate/escalation on quoted/arrived rates shall be considered / allowed to on account of temporary closure of Cargo Terminal/Airport, reduction in cargo/ in the number of flight operations etc. and also, in case embargo on cargo or ban on cargo at airport imposed by BCAS and / or statutory AAICLAS and or AAI or any restriction imposed by any regulatory / statutory authority at the Airport in regard to the services including lockdown strike, bandh, pandemic, epidemic etc.

6.31 If the Service Provider performs his services below the service level/performance parameter even imposing penalty & issuing notice for any consecutive three months and AAICLAS finds dissatisfaction with the services of Service Provider, then AAICLAS may exercise the option to cancel the contract & forfeit the performance Guarantee of the contract. The decision of AAICLAS in this matter shall be final & binding upon the Service Provider.

6.32 PROCEDURE FOR IMPOSITION OF PENALTY FOR DEFAULT/FAILURE IN IMPORT CARGO HANDLING UNDER SCHEDULE B (CLAUSE 7.6-7.8)

6.32.1 If the Service Provider at any time makes a default in complying with any time assigned for completion and is not performing as per the target goals set under Schedule B despite issuing of notice for any consecutive three months. A Show Cause Notice in writing or through electronic communication at the registered e-mail of the Service Provider, would be issued by the Officer-In-Charge, AAICLAS. The Show Cause Notice shall be served at the address provided by the Service Provider, stating therein as to why penalty should not be imposed. The Service Provider would have to submit a written reply within a period of 7 days from the date of receipt of the notice.

6.32.2 After receipt of the reply, in the event AAICLAS is not satisfied, then penalty in accordance with Clauses 7.6-7.8 of Schedule B shall be imposed forthwith.

6.32.3 After imposition of the penalty, if the Service Provider after making the payment of the penalty, completes the service, may approach the Regional Manager AAICLAS to review the penalty within 15 days with complete report and application.

6.32.4 AAICLAS through its authorized official would be the sole authority to determine the imposition of penalty and review of the same as per Schedule B.

6.33 PAYMENT TERMS

A. On consideration of the Service Provider actually performing the said services satisfactorily, the AAICLAS shall pay to the Service Provider at the rate of INR _____ per Metric Tonnage (lump sum, all inclusive) plus applicable GST for cargo handled at International Air Cargo Terminal in a month for incidental/ related services/works thereto. The amount shall be paid on gross weight of cargo handled and as defined herein.

a. Monthly Gross weight of all Received Import consignments as per ICMS/ IT system of AAICLAS.

- b. Monthly Gross weight of all uplifted Export consignments as per ICMS/ IT system of AAICLAS.
- c. Tonnage handled/ uplifted does not include the international Air Cargo on ramp transfer from one Airlines to another Airlines and the Air cargo in ULD/ Bulk forms directly stored on the request of Airlines from Aircraft on Ground (AOG) and taken delivery from ETV/ULD staging area/ storage/ special facility area.
- d. AAICLAS will have sole authority to raise bills to the Airlines/NSOs/Agencies for all Cargo Handling Services provided to them. The Service Provider is not authorized to raise any bill at any stage to any airlines or agencies. AAICLAS will enter into an agreement with the respective airlines for the services provided & billing accordingly.

B. Payment method- Payment will be released on Monthly basis in two stages, as follows-

- (i) 70% of the Payment shall be released within 7 days from the date of submission of the provisional bill along with the certified tonnage report, issued by ICMS/AAICLAS-IT in the subsequent month of rendering services. Certified tonnage details shall be issued by controlling officer within 2 working days of the following month.
- (ii) The Service Provider shall submit the final bill on or before 23rd of the subsequent month for which the services have been rendered. Service Provider has to submit proof for compliance of all statutory obligations such as payments of Wages, PF, ESI, BONUS etc. Final payment will be released only after verification of compliances of Statutory obligations. The final monthly bill shall be released on compliance of the Statutory obligations to the satisfaction of the AAICLAS authorized Officers and Adjustment of fine, penalties imposed, if any, on failure of the performance targets, latest within 7 days of submission in the same month.
- (iii) For payment purpose, the monthly tonnage certificate issued by ICMS/AAICLAS-IT System shall be final and binding on both the parties.

6.34 The Notice Inviting Tender including the text of the agreement & General Information & Guidelines will form part of the tender documents.

6.35 In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be Chennai.

6.36 The resources indicated in the attached sheet (Annexure O) is indicative and approximate resources for fulfilling the Contract obligations vis-a-vis the Scope of Functions.

6.37 The cost of resources for Dedicated Services to Airlines shall be based on the prevalent rates. At present the existing Service Provider is providing Dedicated Services to 14 Airlines. The Service Provider shall provide the resources for other airlines handled by AAICLAS in future.

6.38 The Service Provider shall have a separate set up for handling of Non-Scheduled Operators (NSOs) for which no separate charges shall be payable by AAICLAS and all NSO operations will be handled within the quoted per tonnage rate.

6.39 The Service Provider shall also ensure discharge of functions as per the Citizen Charter and Service Level Performance for both Total Cargo Handling Services & Dedicated Services to Airlines.

- 6.40 The Service Provider shall also provide resources for the assistance for any investigation by investigating agencies.
- 6.41 The Service Provider shall not undertake any additional contract or offer any additional services other than instructed by AAICLAS to any other agency or airline operating at Chennai Airport
- 6.42 At Chennai Airport, more than 30 Airlines are Operating in which around 11 Airlines are being handled by Air India/ AIATSL at a separate Export warehouse. At the Import side the cargo of these Airlines being currently destuffed and segregated by Air India/ AIATSL. However, thereafter current Service Provider undertakes other Custodian related functions. Since the GHS functions is now excluding the Air Cargo Terminal / warehouse activities, which is inclusive of Cargo terminals, warehouse of Domestic Air cargo terminal, international air cargo terminal, courier, transit / transshipment terminals, Cold storages, etc. AAICLAS will have separable arrangements with these Airlines for destuffing their Import Cargo which shall be undertaken by the new Service Provider of AAICLAS.

6.43 **Integrity Pact & Independent External Monitor (IEM):**

6.40.1 IEMs are a panel of eminent personalities of high integrity and reputation appointed by AAICLAS and approved by CVC to review independently and objectively, whether and to what extent parties (Service Provider/AAICLAS) have complied with their obligations under Integrity Pact. List of empaneled IEMs (from time to time) are available in AAICLAS portal.

6.40.2 The Name, Email_id & Mobile Numbers of the IEMs are given below:

- i) Shri Ramabhadran Ramajujam, raamaanuj@gmail.com (M) 9495511954
ii) Shri J K Khanna jkkhannaips@yahoo.com (M) 9810940403

Speed • Reliability • Sustainability

(SIGNATURE OF SERVICE PROVIDER)

7.0 Special Terms and Conditions**Schedule-A
(Clause- 7.1 to Clause-7.5)****SCOPE OF SERVICES****7.1 Scope of Functions of the Service Provider in Handling of International Import Cargo Operations at AAICLAS, Chennai Airport, Chennai: -**

- 7.1.1.1 The Service Provider will discharge Air Cargo Handling services within the Air Cargo Terminal only. The Service Provider shall undertake all the functions from the time of receipt of ULDs brought by the Airlines/ appointed GHA in the designated area till the imported cargo is delivered to the importers by loading into their trucks and Disposal of Cargo by e-auctions or destructions adopting Scientific methods through the AAICLAS appointed Service Provider for Disposal governing appropriate Government Policy. The Service Provider will deploy well trained resources with requisite qualifications to carry out, but not limited to tasks in a professional and timely manner. Service Provider may maintain parallel record electronically or manually for each activity on his own cost / stationery.
- 7.1.1.2 The resources deployed for operating forklifts, tractors, other mechanized & heavy equipment must have valid driving license of appropriate category.
- 7.1.1.3 The Service Provider to be in complete compliance of all Statutory Regulatory Requirements both Internationally and Domestically such as but not limited to IATA / IGHA / ISAGO / BCAS / DGCA / Customs etc. at all times when under the contract with AAICLAS.
- 7.1.1.4 The Service Provider must also have a continuous system of monitoring the performance of its staff and provide periodical training for the same.
- 7.1.1.5 Strict confidentiality is to be maintained by the Service Provider for all data that is generated in the terminals and copies of all documents both physical and electronic to be stored in a secured manner.

7.1.2 Import Flight Segregation Operations:

- 7.1.2.1 Acceptance of loaded ULDs and bulk containers of all Airlines brought by the Ground Handling Agents (GHA) appointed by Airport operator and appropriately handling in the import staging area, maintaining record of the same with reference to time as per local SOP.
- 7.1.2.2 Assistance to the Customs officials in scanning of ULDs under Air Cargo Inspection System (ACIS).
- 7.1.2.3 Ensure receipt of proper documents from all Airlines / GHA through systems or through Customs EDI for the ULDs received inside the Air Cargo Terminal.
- 7.1.2.4 Destuffing of all Import cargo without any discrepancies / damages, and without dropping on the ground.

- 7.1.2.5 Appropriate Equipment's shall be used to handle the cargo and ULDs. Any ULD damage found on arrival shall be reported to airline through AAICLAS Duty Officer prior to the ULD segregation. In no case, ULD shall be dropped or kept on floor.
- 7.1.2.6 Segregation of the import cargo consignments/P. O Mail/Courier Mail Bags and tallying them with reference to the Import General Manifest (IGM) and relevant prescribed documents, recording of all discrepancies in the AAICLAS copy of IGM.
- 7.1.2.7 To ensure proper receipt and immediate (within 30 mins of arrival into Cargo Complex) storage of Special Cargo (like temperature sensitive/perishable, hazardous, VAL, radioactive, live animals etc) in the respective storage locations without any kind of delays.
- 7.1.2.8 The Service Provider shall ensure all the IATA regulations for safe handling and storage of Special Cargo (like temperature sensitive/perishable, hazardous, VAL, radioactive, live animals etc) are complied.
- 7.1.2.9 To ensure complete flight segregation including EDI segregation through the AAICLAS computer system within the parameters prescribed by the Ministry of Civil Aviation in the process of reducing dwelling time or as per the Schedule -B of SCC.
- 7.1.2.10 The Service Provider of AAICLAS shall also ensure receiving of import cargo handed over by AIATSL/or any other authorized GHA on their handled airlines at Import area on their handled airlines at Import area.
- 7.1.2.11 Completion of binning at the appropriate locations and simultaneous entry of appropriate location in the AAICLAS system is the responsibility of the Service Provider.
- 7.1.2.12 The Service Provider to assist implementation of Bar-coding functions/new cargo identification system as and when introduced.
- 7.1.2.13 The Service Provider shall ensure repacking/strapping of damaged pkgs while segregating and make appropriate record in the ICMS.
- 7.1.2.14 The Service Provider shall in the event of damage to the packages undertake to raise the Cargo Damage Report (CDR) with evidence, for all the airlines as the case may be along with segregation report.
- 7.1.2.15 To ensure weighment of pkgs with damages or all the pkgs required to be physically weighed at the time of taking over. The valuable cargo has to be invariably weighted and recorded at the time of receipt and storage in the Strong Room.
- 7.1.2.16 To ensure weighment of cargo received as part shipment.
- 7.1.2.17 Service Provider will ensure entry / capture the Airway Bill / House way bill details in the ICMS/IT systems through their resources on round the clock basis.
- 7.1.2.18 Instant removal of empty ULDs from the cargo operational area and stored properly in the airlines designated slots. Any damage of ULDs caused during removal shall be the responsibility of the Service Provider.
- 7.1.2.19 The Service Provider shall manage the designated ULD storage area with his own resources on round the clock basis and a proper inventory (inward and outward registers etc) of all the ULD's, lashing nets, tie-down rings etc shall be maintained airline wise, which has brought the ULD to Chennai Airport.
- 7.1.2.20 The Service Provider is to ensure clear recording of "Short Landed" cargo and "Excess Landed" cargo details. The Excess Landed cargo must be stored in the appropriate storage area after recording actual weight
- 7.1.2.21 The Service Provider to facilitate "on arrival clearance Cargo", Direct Port Delivery (DPD), movement of Air Freight Station (AFS) cargo in the ULDs without destuffing or as directed by the AAICLAS Duty Officer.
- 7.1.2.22 The Service Provider to ensure adequate deployment of resources duly trained in all regulations including but not limited to IATA Dangerous Goods Regulations, IATA Perishable Cargo Regulations, IATA Live Animal Regulations, IATA ULD

Regulations etc in each and every shift and ensure flight segregation and ensure storage of Hazardous and Special cargo according to its classification and compatibility without fail.

- 7.1.2.23 The Service Provider shall ensure deployment of one Safety Manager and one Safety Supervisor to initiate and co-ordinate all safety related risks within the Air Cargo Complex on round the clock basis.
- 7.1.2.24 The Service Provider to deploy dedicated resource for facilitating clearance of Human Remains consignment in coordination with all agencies like Immigration, Airport Health Authorities, Customs, Police and Airlines. AAICLAS shall provide transportation facility (subject to availability) to the resources deployed by the Service Provider in obtaining clearance from all authorities.
- 7.1.2.25 The Service Provider shall ensure repacking/strapping of damaged pkgs found at bonded area/locations as per instruction of AAICLAS officials.
- 7.1.2.26 All the above operations and other jobs specified in this document shall be carried out by deploying adequate and dedicated resources to the Airlines as per agreed terms between AAICLAS and Airlines.
- 7.1.2.27 The Service Provider has to assist the Duty Officers in handling VAL Cargo, Human Ash etc. in Strong Room as per AAICLAS SOP issued from time to time.
- 7.1.2.28 Instant binning of perishable cargo is to be ensured for retaining the cold supply chain. The perishable cargo is to be stored as per the instructions in the Air Waybill & Label of the packages.
- 7.1.2.29 Provision of SGHA-2018 or updated version of IATA will be complied by the Service Provider in an effective manner.

7.1.3 Undertake Movement to & fro of Cargo for Customs Examination:

- 7.1.3.1 To produce Customs indicated packages for Customs Examination at the appropriate area and proper retrieval with record to the storage area.
- 7.1.3.2 To open packages as directed by authorized Customs Broker and repacking/strapping & wax sealing after Customs examination done with the equipment's and material provided by AAICLAS.
- 7.1.3.3 To Assist Customs / other Participating Government Agencies (PGAs) / DRI / CBI and any other investigation agencies in examination of the required cargo, repacking and shifting back to the appropriate locations/Shed as per the requirement in coordination with the AAICLAS officials with proper record. Negligence will be taken as service deficiency of the Service Provider.
- 7.1.3.4 To assist the importers, Custom Brokers, Airlines, Customs officials, Break Bulk agents etc. for carrying out Joint Insurance Survey for the damaged cargo.
- 7.1.3.5 To raise Joint Investigation Report (JIR) in coordination with all agencies for damages to the cargo occurred after receipt of cargo from the airlines / GHA concerned and on the cases of Non-Traceability.
- 7.1.3.6 The resources deployed by the Service Provider will render services for assisting X-Ray scanning of cargo by Customs, security and other agencies in order to simplify procedures and compliances of special investigation agencies.

7.1.4 Amendment:

- 7.1.4.1 The Service Provider to undertake any kind of amendment of import cargo Including physical weighment and counting of packages in coordination with Airlines, Break Bulk Agents, Importers, GHAs etc. with the permission of Customs

and AAICLAS officials. Specialized resources to be deployed for liaison with airlines and customs.

7.1.4.2 The Service Provider to ensure appropriate documents are maintained and updated in the ICMS Records.

7.1.4.3 Dedicated resources provided to airlines shall facilitate the concerned airline in IGM inward entry and amendment with customs, in case of S/L, E/L, Commodity mismatch, weight discrepancy, destination amendment and for Misrouted cargo on timely manner

7.1.5 Documentation:

7.1.5.1 The Service Provider has to ensure collection of Airline documents such as IGMs, Air waybills etc from Flight Receiving Unit, collection of documents from the Amendment desk, Import transaction counters, final Delivery gate, export Truck Dock/ bonded gate counter and export duty officer room, Administration offices etc. on regular shift/day basis and proper maintenance of these documents in the designated areas. The Service Provider shall also keep parallel records for any exigencies.

7.1.5.2 The Service Provider shall ensure proper upkeep of documents (including the old documents) in an orderly manner and provide sorting, stitching and binding services for all documents and also assist in timely disposal of documents as per AAICLAS weeding out policy by way of segregating, counting, sorting, weighment, loading, unloading etc. All the material for binding and stitching shall be provided by AAICLAS on advance request from the Service Provider

7.1.5.3 To provide dedicated trained resources Airline wise as agreed between AAICLAS for Airlines dedicated services.

7.1.6 Physical Delivery of Cargo:

7.1.6.1 The Service Provider shall arrange to deliver the cargo with authentic gate pass issued (Manually/ Electronically) by AAICLAS after issuance of Customs Out of Charge, on First Come First Serve basis by using appropriate Cargo Handling Equipment as well as forklifts provided by AAICLAS, within the time frame set out in the SLA to avoid criticism from trade

7.1.6.2 The Service Provider shall also require to undertake/assist for appropriate closing entry in the AAICLAS Records maintained by ICMS/ IT systems, at various Storage locations and also records maintained by Security Agencies at various exit points.

7.1.6.3 The Service Provider to ensure physical delivery of the cargo after due verification of all the consignment and pkgs by the Security / AAICLAS Staff / Customs Gate Officers etc.

7.1.6.4 The Service Provider must ensure physical delivery of all the packages intact up to the point of loading into the importers provided vehicles.

7.1.6.5 The Service Provider to ensure the retrieval of all the cargo handling equipment, including ASRS bins and that they are appropriately kept in the allocated area for further usage.

7.1.6.6 Retrieval and storage of any cargo detained / confiscated by the Customs or any other authorities at the time of physical delivery as per the directions of AAICLAS officials.

7.1.6.7 To ensure delivery of Customs cleared cargo, physically handed over to the authorized representative of importers / Custom Brokers in coordination with AAICLAS officials.

- 7.1.6.8 A summary of report on physical delivery of cargo gate wise and discrepancies if any, to be submitted to the AAICLAS officials shift wise and day wise.

7.1.7 Transshipment Cargo:

- 7.1.7.1 The Service Provider shall ensure the Transshipment cargo segregated from the Flight segregation area and is stored at the appropriate storage location, preferably airlines wise with proper record.
- 7.1.7.2 The Service Provider to ensure handing over of Transshipment cargo to the designated airlines after the approval of Customs authority and collection of AAICLAS dues in coordination with AAICLAS officials.
- 7.1.7.3 Service Provider to ensure assistance for X-Ray screening by Airlines/ RA agency of transshipment cargo moving from import area to export SHA.

7.1.8 Disposal Activities:

- 7.1.8.1 The Service Provider must ensure identification and shifting of more than 30 days old uncleared cargo or as per the customs regulations from the import storage area to the Disposal Unit with proper records. Segregation of cargo according to the description and as per the requirement of Customs processes in disposal of uncleared cargo must also be carried out.
- 7.1.8.2 The Service Provider must assist for inventory of uncleared cargo by opening of pkgs and for valuation purposes by AAICLAS appointed agency or Customs or any other investigation agencies.
- 7.1.8.3 Repacking/strapping and affixing stickers on the advice of valuer / AAICLAS officials.
- 7.1.8.4 Assisting in proper storage with segregation from the non-inventoried cargo.
- 7.1.8.5 Assistance for display of the said disposable cargo to the probable bidders at the time of declared display as per procedure.
- 7.1.8.6 Assistance for presenting the inventoried Cargo as per the directions of the Customs for their examination.
- 7.1.8.7 Physical delivery of cargo on issuance of gate passes by the AAICLAS official to the successful bidders after collection of 100% payment to AAICLAS and after Customs clearance/ necessary regulatory clearances.

7.1.9 Assistance for destruction of uncleared/unclaimed/confiscated/detained/validity expired Cargo

- 7.1.9.1 To assist for segregating the cargo from the unsold lots as well as cargo marked by the valuer for destruction.
- 7.1.9.2 Identification of uncleared perishable cargo meant for destruction and assist in destruction of such cargo with Customs permission through scientific method under the supervision of industry experienced experts.
- 7.1.9.3 Assist in shifting of cargo for the destruction in coordination with AAICLAS officials / authorized agency undertaking destruction activities upon transportation to their site.
- 7.1.9.4 Apart from the above, the Service Provider shall deploy adequate resources to assist destruction of uncleared/ perished cargo on its arrival to airport as per Customs/ AAICLAS Instruction.

7.1.10 Physical Inventory and reconciliation:

- 7.1.10.1 The Service Provider shall ensure periodical inventory of all the import cargo (every one month and on need basis on request from AAICLAS) and reconciliation carried out as per the direction of AAICLAS and submit reports.
- 7.1.10.2 The Service Provider shall undertake annual inventory also with reconciliation in coordination with AAICLAS officials and ICMS/ IT system of AAICLAS.

7.1.11 Safeguarding of Cargo handling equipment / AAICLAS / Airlines properties:

- 7.1.10.1 The Service Provider shall be responsible to ensure proper collection and storage of Euro Pallets, AAICLAS issued Tarpaulin (to be used to protect the cargo from wet condition), Airlines materials like pallets, containers nets, ULDs, etc. The Service Provider will be held responsible for any damage caused to the Cargo Handling Equipment and the Airline's property.
- 7.1.10.2 Airline accessories (including but not limited to Straps, Lashing Net, ropes, studs, Planks, spider net, Net repair Kit, VAL Box etc.) shall be secured, stored at designated place and handed over to the designated airline at export for usage.

7.1.12 ULDs management:

- 7.1.12.1 It is the complete responsibility of Service Provider to safeguard the airlines ULDs from any kind of damages and stack all the ULDs and other Airlines properties (net lashing, wooden planks etc.) in the designated area properly.
- 7.1.12.2 The Service Provider shall ensure proper storage of all ULDs and prevent theft or unauthorized use of the Carrier's ULDs, nets, straps, tie-down rings, spider net, Net repair Kit, VAL Box and other material. ULDs shall never be placed on floor at any time.
- 7.1.12.3 The Service Provider shall manage the designated ULD storage area with his own resources on round the clock basis and a proper inventory (inward and outward registers etc) of all the ULD's, lashing nets, tie-down rings etc shall be maintained airline (which has brought them to Chennai Airport) wise.
- 7.1.12.4 ULD shall not be handled using forklift or placed on floor. Container must not be stacked and shall be secured on the designated location.
- 7.1.12.5 Any other Airlines function which is being attended by the existing GHA at ACC Chennai by providing dedicated resource of appropriate skill as required by the Airlines concerned
- 7.1.12.6 The Service Provider shall also maintain record (manual / electronic) for time taken in each activity under the overall supervision of AAICLAS Officials in the manner as prescribed by AAICLAS. The report on the same shall be submitted to AAICLAS at close of the shift on same day for verification.
- 7.1.12.7 Provision in IATA SGHA-2018 or an updated version of IATA SGHA will be complied by the Service Provider in an effective manner.

7.2 Scope of Functions of the Service Provider for Data Capturing jobs in Import Cargo Operations at AAICLAS, Chennai Airport, Chennai: -

- 7.2.1 Feeding of Import General manifest, consolidation manifest, AWB/HAWB details like number of packages, gross weight, chargeable weight, goods description, commodity code & nature of goods, shipper & consignee details etc. in ICMS/IT systems.
- 7.2.2 Feeding of consignment wise location/ binning in ICMS.

- 7.2.3 Feeding of bill of entry details & location, TSP & Gate pass for delivery of consignment under Kucha Bill of Entry in ICMS
- 7.2.4 Generate location wise binning statement of entry made & cross check randomly at the storage locations to remove errors, if any, during the shift.
- 7.2.5 Maintain the record of manifest entered & handover to document section.
- 7.2.6 Making entry of location slips in ICMS for Forwarding & retrieval of consignment intended for examination at examination area.
- 7.2.7 Making entry of gate pass in ICMS at pre-delivery gate.
- 7.2.8 Making entry of gate pass in ICMS of the consignment at the time of physical delivery at Final Delivery Gate
- 7.2.9 Generate TSP & gate pass (E Gate Pass at import counter if required or as directed by AAICLAS).
- 7.2.10 Other Data capturing jobs as per instruction of AAICLAS officials.
- 7.2.11 Generation of segregation report under supervision of duty officer of AAICLAS.
- 7.2.12 Collection of all Documents and submissions.

7.3 Scope of Functions of the Service Provider in Handling of International Export Cargo Operations at AAICLAS, Chennai Airport, Chennai: -

- 7.3.1 The Service Provider of AAICLAS shall undertake all the functions starting from regulating the export cargo loaded trucks, cargo traffic from the export entry gate. The Service Provider should ensure offloading of Export Cargo from the trucks of shippers/ freight forwarders/ Customs brokers/Bonded Truck operators etc. till the export cargo is released to Airlines/ respective GHA appointed by Airport operator at the designated area at Export Airside after the LEO given by the Customs/AAICLAS procedures/formalities to the Airlines for loading on to the Aircraft. All the release documents have to be collected and maintained safely at designated area. Service Provider may maintain parallel record electronically or manually for each activity on his own cost / stationery.
- 7.3.2 Off-loading of 'ready for carriage (100% airworthy) Cargo/ PO Mail/Courier Mail Bags at the truck docking area in orderly manner with reference to relevant documents as per handling procedure prescribed by AAICLAS/ Airlines without any delay or hold up i.e. within specified time and recording of in time/release time of vehicle on specified documents after unloading using a Truck Dock management system.
- 7.3.3 The acceptance of general or special cargo must be in accordance with the concerned Airline's Cargo Mail and Services Manual, Ground Operations Manual and the latest IATA manuals, including but not limited to, the Dangerous Goods Regulations Manual, Perishable Manual and the Live Animal Regulations Manual.
- 7.3.4 Adequate resources shall be available for seamless cargo acceptance.
- 7.3.5 Ready to carriage/ Airworthiness checks to be carried out during cargo acceptance. DG Cat-7 or 8 qualified staff shall perform general cargo acceptance and Cat – 6 shall only perform DG cargo acceptance.
- 7.3.6 Shifting of cargo off-loaded in the off-loading platform adjoining the truck dock area to the Examination Area, with reference to relevant documents after proper physical/ electronic counting and checking, marking and numbering consignment wise.
- 7.3.7 Cargo stacking on hand trolley shall be up to maximum reachable height of 06 Feet.
- 7.3.8 Service Provider to ensure 100% weight and volume (dimensions) of all export cargo/PO Mail/Courier Mail bags with reference to relevant documents and bring

- to the attention of the Airlines and AAICLAS officials of the weight and volume differences if any beyond the $\pm 2\%$ (or as per concerned airline's requirement) of the declared gross weight in the AWB, prior to acceptance to ensure additional revenue collection and amendment in records.
- 7.3.9 To provide trained resources to assist for acceptance of export cargo in ICMS/ IT System of AAICLAS so as to pass cargo arrival message (entry) to Customs.
- 7.3.10 Preparation of tally sheets of shipments at Truck Dock gates shifted in to the examination area/bonded area and feeding of the data of the shipment at Truck Dock acceptance and Bonded Gate entry after Let Export Order (LEO) issued by Customs.
- 7.3.11 To provide sufficient trained resources to assist for bonded area acceptance in ICMS/ IT System of AAICLAS after ensuring LEO issued in AAICLAS system/ICEGATE.
- 7.3.12 To provide adequate resources for assisting in 100% x-ray and other prescribed security screening methods including physical check of export cargo being done in Examination / Bonded Area as per requirement of AAICLAS / Airlines.
- 7.3.13 Opening, repacking, strapping of packages both in examination and bonded areas by the Service Provider with the equipment and packing materials provided by AAICLAS.
- 7.3.14 Shifting the Custom cleared shipments in sequential order (i.e. 1st come 1st Shift basis as far as possible and/or as specified by AAICLAS. However, priority to be given for special handling shipments and express cargo) for X-Ray scanning and transfer to the Sterile Cargo Hold Area and uncleared shipments at the end of the day to the designated area with reference to relevant documents.
- 7.3.15 Stacking the appraised cargo at the appraised cargo hold locations including restacking on a continuous basis for ensuring consignment wise orderly stacking at all times and indicating the correct locations on documents (as prescribed in the handling procedures).
- 7.3.16 Preparation of Tally sheets of shipments at Bonded area gates for shipments given location/shifted into the bonded area.
- 7.3.17 Retrieval of only usable/proper empty Unit Load Devices (ULD) (serviceability check shall be performed prior to the usage of ULDs and accessories) from Airlines/designated empty ULD storage area(s) and placing them at the loading stations/or at designated area(s). Proper keeping/arranging Cargo handling equipment, ULDs wooden pallets, lashing material, polythene etc. as per advice of AAICLAS or Airline.
- 7.3.18 Retrieving the appraised cargo (as per airlines flight book load) from designated locations for unitization, as per the Airlines loading instructions duly authenticated by the prescribed authority.
- 7.3.19 Offloading and shifting of "Domestic to International TP" shipments received from the Airlines to the designated location.
- 7.3.20 Retrieval of transshipment cargo from TP areas (Location) to export cargo hold area or to build up stations.
- 7.3.21 Building and rebuilding of pallets and containers (including lashing) as per the Airlines laid down specifications and standards.
- 7.3.22 Trained resources especially DG Cat 8 qualified staff for general cargo and Cat-6 qualified staff for DG cargo shall be allocated for ULD build up. ULD build up shall be performed based on flight book load (based on priority) and ULD load plan.
- 7.3.23 Loading/unloading of bulk Cargo on the trolleys/dollies for belly loading and tendering the loaded trollies/dollies at the airside to airlines or their handling agents.

- 7.3.24 Repacking, strapping of damaged/torn packages in the presence of prescribed Authorities/Security.
- 7.3.25 Preparation of loading sheets of each ULD/bulk trolley(ies) as prescribed by AAICLAS while palletizing export cargo and furnishing to AAICLAS.
- 7.3.26 To undertake additional marking/numbering/labelling of packages whenever and wherever as directed by the authenticated official of AAICLAS in writing.
- 7.3.27 Re-labeling, wherever required shall be performed in consultation with airline after the approval of Customs and AAICLAS authorized officer.
- 7.3.28 Daily Inventorisation of export cargo, especially backlog cargo, as mandated by AAICLAS and data shall be shared with concerned airline.
- 7.3.29 Bulk loading of Cargo into ULD/trolleys as and when required by AAICLAS.
- 7.3.30 Movement of loaded ULDs/Bulk Cargo to the designated area.
- 7.3.31 Handling/Moving of Cargo in Warehouse through mechanical devices.
- 7.3.32 ULD Management- Service Provider shall provide dedicated team for maintaining ULD storage area discipline, such as (i)orderly storage of empty ULDs/Pallets/ Lashing Straps etc. in the designated area/location(s), (ii)keep the loaded ULD movement area clear for hinderance free/ smooth movement of loaded ULDs/Bulk cargo to export ULD exit gate
- 7.3.33 Undertaking of 'BAR CODING'/ RFID/ New Cargo Identification system functions as and when introduced and as prescribed by AAICLAS.
- 7.3.34 Providing of round, the clock Tracer Squad for taking proper tracer action and submission of shift-wise statement to AAICLAS Duty Manager.
- 7.3.35 Preparing Data/Reports in the prescribed format for each shift and submission through concerned Authority official at the end of each shift/duty.
- 7.3.36 Any other ancillary functions connected with the above as directed by the AAICLAS.
- 7.3.37 All the functions of the Service Provider shall be properly supervised by Senior level resource of the Service Provider on round the clock basis to ensure smooth, expeditious and complaint-free functioning of export cargo operations.
- 7.3.38 **Regulated Agent (RA & RA3) functions-** The Service Provider shall deploy adequate resources for smooth and efficient discharge of Regulated Agent functions by AAICLAS like screening including but not limited to X-Ray, physical check of the cargo through AAICLAS XBIS, secured handing of export cargo of its client Airlines from the point of unloading of export cargo from vehicles, accepted at truck dock with weighment, opening/ repacking, assistance for screening the cargo, shifting to bonded area, handling at bonded area, unitization, storage in ETV, release to Airlines/ GHA in the designated area at export air side
- 7.3.39 No tips/ gratuities shall be accepted by the resource of Service Provider from the users of Cargo Terminal. If such cases come to the notice of AAICLAS, the erring resource of the Service Provider shall be banned for entry into cargo terminal with cancellation of their entry pass and other punitive action as per law of land with immediate effect.
- 7.3.40 The Service Provider shall provide adequate valid DGR certified resources to ensure certification and undertake acceptance of DG cargo with checklist prepared for submission to airlines counter check the DG Check list for acceptance of Dangerous Goods.
- 7.3.41 The Service Provider shall ensure all the safety norms are followed without fail and the DGCA Regulations issued from time to time and ensure to deploy resources to monitor and supervise the Safety on round the clock basis in the Operational Area of Air Cargo Terminal.

- 7.3.42 The Service Provider shall also ensure discharge of functions as per the Citizen Charters and Service Level Performance for both Total Cargo Handling Services & Dedicated Services to Airlines.
- 7.3.43 The Service Provider shall also provide resources for the assistance to any investigating agencies.
- 7.3.44 The Service Provider will ensure compliance of the provisions of SGHA 2018 or updated version of IATA and further Amendments/Review from time to time related to Cargo Services in an effective manner:

SECTION 5 CARGO AND MAIL SERVICES:

Sub Section 5.1 Cargo and Mail Handling – General

(Sub Sections 5.1.1 to 5.1.3)

Sub Section 5.2 Customs Control – (Sub Section 5.2.1)

Sub Section 5.3 Documentation and Information Handling

(Sub Sections 5.3.1 to 5.3.5)

Sub Section 5.4 Physical Handling Outbound/Inbound (Sub Sections 5.4.1 to 5.4.7)

Sub Section 5.5 Transfer / Transit Cargo (Sub Sections 5.5.1 to 5.5.3)

Sub Section 5.6 Post Office Mail (Sub Sections 5.6.1 to 5.6.6)

Sub Section 5.7 Irregularities Handling (Sub Sections 5.7.1 to 5.7.5)

SECTION 6 SUPPORT SERVICES (Sub Section 6.1.1)

Sub Section 6.1 Accommodation

Sub Section 6.2 Automation/Computer System (Sub Sections 6.2.1 to 6.2.2)

Sub Section 6.3 Unit Load Device (ULD) Control (Sub Sections 6.3.1 to 6.3.5)

SECTION 7 SECURITY

Sub Section 7.2 Cargo and Post Office Mail

Sub Section 7.4 Ramp (Sub Section 7.4.4)

7.4 Scope of Functions of the Service Provider for Data Capturing jobs in Export Cargo Operations at AAICLAS, Chennai Airport, Chennai: -

- 7.4.1. Capturing data in ICMS/ IT systems, the details like AWB, TSP receipt & weight found of all shipment entering into cargo receiving area of export complex at truck dock entry gate.
- 7.4.2. Making entry of all shipment entered into bonded area at bonded entry gate.
- 7.4.3. Generate gate pass for release /Uplift of shipments for respective flight duly marked 'let export' by customs in ICMS at palletization station.
- 7.4.4. Feeding of details in ICMS of gate pass intended for release of pallets/containers/bulk cargo at export airside gate Others jobs as per prevailing procedures or as per instructions by AAICLAS official.
Providing dedicated resources to Airlines as per agreed terms between AAICLAS and AIRLINES

7.5 Scope of Functions of the Service Provider for UP-Keeping & Cleaning in Export & Import Cargo complex operation area at AAICLAS, Chennai Airport, Chennai:

- 7.5.1 Export operational area = 25,000 SqM (approx.)
- 7.5.2 No. of toilets in Export complex = 03 Total area = 50 Sqm (approx.)
- 7.5.3 Import operational area = 48,000 SqM (approx..)
- 7.5.4 No. of toilets in Import complex = 10 Total area 200 Sqm (approx.)

7.5.5 UP-Keeping & Cleaning of Toilet in Export & Import cargo complex including scrubbing and cleaning of floors, tiles, Walls, sanitary fixtures & fittings, and cleaning of metal accessories etc. Placing toilets papers, soaps, sanitary cubes, freshener sticks, sanitize (where automatic dispensers are not available) etc. as per following schedule with the equipment, machines, material provided by AAICLAS:

S. No.	Area	Job	Frequency	Machines/Manually
1	Floor	Scrubbing & Drying	In each Shift	Single Disc Scrubber & Drier/Manually
2	Side Wall	Wet & Dry wiping	In each Shift	Manually
3	Toilet walls and fixtures	Wet & Dry wiping	In each Shift	Manually
4	Wash basin & surrounding area	Wet & Dry Cleaning	In each Shift	High Pressure Jet & Manually
5	Water tap	Dry wiping	Every 2 hrs. (Min) or as required	Manually
6	Mirror	Dry & Stain free	Every 2 hrs. (Min) or as required	Manually
7	Commodes / Urinal	Wet & Dry Cleaning with Chemicals	In each Shift	High Pressure Jet & manually
8	Dustbin	Clearance & Cleaning	Every 2 hrs. (Min) or as required	Manually / Trolley
9	Ceiling	Vacuuming Cobweb removal & Wiping	Weekly	Dry Vacuum Cleaner / Manually
10	Consumable Refilling in toilets	Refilling of Toiletries such as liquid soap-hand soap, odonil, naphthalene balls, urinal cubes, toilet paper rolls etc.	Periodically in each Shift as per requirement	Manually
11	Toilet floor	Sweeping/Mopping with chemical	As per requirement in each shift	Manually

7.5.6 Sweeping/cleaning of entire Export operational area such as, vehicle parking area, truck dock area, examination area, bonded area, storage area of TP cargo, documentation area, ICMS office, all export counters/ cabins of AAICLAS, Customs Offices in the operational area, location area, palletization area, loaded ULD movement area, ETV area, all the toilets in the export operational area ULD/stacking storage area; within the Air Cargo Complex and Sweeping/cleaning of entire import operational area such as vehicle parking area, truck dock/delivery gate area, examination area, bonded area, counters and cabins of AAICLAS and Customs Offices in the operational area, all storage locations including all the storage racks, flight checking area, cold storage area, HZ goods storage area and other operational area as per instruction of AAICLAS officials as per following schedule:

S. NO	AREA	JOB	FREQUENCY	MACHINE/MANUALLY
1	All Paved Area/ smooth finished concrete surface Area Export & Import operational area	Sweeping/Cleaning	In each shift or as & when required	Long broom or by mechanical means as required fulfilling contract obligation.
2	Dust bins / garbage bags	Emptying & replacing with new bags	In each shift / As & when required	Manually
3	Collection and Disposal of garbage.	Clearing and Removal	In each shift / As & when required	Manually
4	Ceiling of operational area	Cobweb removal & Wiping	Monthly	Manually or as per instruction of AAICLAS

In view of the Ongoing COVID-19, sanitization in the terminal on round the clock basis to be provided.

Schedule-B

(Clause 7.6 to Clause 7.8)

7.6 Service level / Service standard to be maintained by the Service Provider vis-a-vis penalty for default / failure in Import Cargo handling

Sl. No.	Activity / Job	Maximum Time assigned for completion	Target to be achieved	Penalty for failure (In INR)	Incentive for efficiency (completion within 100% allocated time)	Authorized AAICLAS officials to impose penalty	Authorized AAICLAS officials to review penalty
1	Receipt of loaded ULDs, destuffing of cargo, marking, binning, shifting /handing over the cargo in ASRS bins to the agency with recording, the other	4 hrs. from ATA	Up to 10 MT/flight	INR 1000/- per flight	INR 50/- per flight	I/C. (IMP)- AAICLAS	RM
		6 hrs. from ATA	10 to 20 MT/flight	INR 2500/- per flight	INR 100/-	I/C. (IMP)- AAICLAS	RM

	locations, raising CDR, recording in the system including complete data entry and EDI segregation report (Manual feeding in case of EDI failure).	10 hrs. from ATA	Above 20 MT /flight	INR 5000/- per flight	per flight INR 150/- per flight	I/C. (IMP)-AAICLAS	RM
2.	Discrepancy in counting/recording/ finalization of flights leading to amendments/ regularization by the airlines/ agencies			Actual fine / penalty imposed by various authorities, to be borne by Service Provider		I/C. (IMP)-AAICLAS	RM
3	Discrepancy in storage of special Cargo as per the requirement given in AWB/HWB/Manifest/Airlines-agencies request.		100%	INR 2000/- per flight or actual claim whichever is higher.		I/C. (IMP)-AAICLAS	RM
4	Shifting of empty ULDs/Airlines accessories to their designated area	Within 30 min from offloading of the cargo	100%	INR 2000/- per flight		I/C. (IMP)-AAICLAS	RM
5.	Damage to the Airlines properties during handling at the AAICLAS premises.		100% incident/ damage free	INR 5000/- /incident or actual claim, which ever is higher		I/C. (IMP)-AAICLAS	RM
6.	Damage to the Cargo at all stages of handling inside AAICLAS premises.		100% Damage free handling	INR 5000/- or actual claimed, whichever		I/C. (IMP)-AAICLAS	RM

				is higher.			
7.	Untraceability of Cargo	Resolved within 24 hrs. from reporting	100%	Nil		I/C. (IMP)-AAICLAS	RM
		Resolved beyond 24 hrs.	100%	INR 2000/- Per case			
		Unresolved		Actual claim amount + penalty INR 5000/- per case			
8	Forwarding Cargo for Customs examination					I/C. (IMP)-AAICLAS	RM
	All manual pkgs.	30 mins		INR 1000/-		I/C. (IMP)-AAICLAS	RM
	All forkliftable pkgs.	20 mins		INR 1500/-		I/C. (IMP)-AAICLAS	RM
9	Retrieval of examined consignments/packages to the location after re-packing		100% as per SLA			I/C. (IMP)-AAICLAS	RM
a.	All manual pkgs.	30 mins		INR 500/-		I/C. (IMP)-AAICLAS	RM
b.	All forkliftable pkgs.	20 mins		INR 500/-		I/C. (IMP)-AAICLAS	RM
10	Physical delivery of Cargo from the time of gate pass generation		100% on time			I/C. (IMP)-AAICLAS	RM
a.	All manual pkgs.	40 mins		INR 1500/-		I/C. (IMP)-AAICLAS	RM

b.	Forkliftable pkgs.	30 mins		INR 2500/-		I/C. (IMP)-AAICLAS	RM
	All special Cargo including VAL/PER/VUN/HAZ Cargo	30 mins		INR 2000/-		I/C. (IMP)-AAICLAS	RM
11	Damage to Cargo while loading on the vehicles of Importers/ Customs Brokers		100% safe secure	INR 2000/- or actual claimed, Amount whichever is higher.		I/C. (IMP)-AAICLAS	RM
12	Pendency Gate pass		100% delivery on same day	INR 1000/- per pending gate pass		I/C. (IMP)-AAICLAS	RM
13	Data Capturing of IGM along with location binning		100%	INR 1500/- per pending IGM		I/C. (IMP)-AAICLAS	
14	Error/wrong feeding in ICMS		100% accuracy	INR 1000/- per error/wrong feeding		I/C. (IMP)-AAICLAS	RM
15	Sweeping/Cleaning of Import operational area		100%	INR 1000/- per incident		I/C. (IMP)-AAICLAS	RM
16	Sweeping & Cleaning of toilets in Import operational area		100%	INR 1000/- per incident		I/C. (IMP)-AAICLAS	RM
17	Cobweb removal & Wiping in Import operational area		99.99%	INR 1000/- per incident		I/C. (IMP)-AAICLAS	RM

18	Mishandling/Willful damage to ASRS Bins		100% Damage free handling	INR 2000/- per incident or actual damage cost, whichever is higher		I/C. (IMP)-AAICLAS	RM
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7.7 . Service level / Service standard to be maintained by the Service Provider vise penalty for default in Export Cargo handling

S No.	Activity /Job	Maximum Time assigned for completion	Target to be achieved	Penalty for failure	Authorized AAICLAS officials to impose penalty	Authorized AAICLAS officials to review penalty
1	Offloading of cargo from the cargo carrying vehicle, checking ready for carriage condition, weighment and shifting to examination area.	Manual pkgs.		INR 1500/- per incident	I/C. (EXP)-AAICLAS	RM
		0-100	20 mins.		I/C. (EXP)-AAICLAS	RM
		101-200	30 mins.		I/C. (EXP)-AAICLAS	RM
		201-500	45 mins.		I/C. (EXP)-AAICLAS	RM
		Above 500	60 mins.		I/C. (EXP)-AAICLAS	RM
		Fork Lifiable pkgs		INR 1500/- per incident	I/C. (EXP)-AAICLAS	RM
		Upto 2000 kgs	30 mins		I/C. (EXP)-AAICLAS	RM
		Above 2000kgs	60 mins.		I/C. (EXP)-AAICLAS	RM

2	Opening the cargo for examination as per requisition of Customs and repacking within 15minutes of Customs instruction.		15 mins	99.99 %	INR 1500/- per incident	I/C. (EXP)- AAICLAS	RM
3	Handling of the cargo for X-Ray screening and shifting to storage/ bonded area/loading station for unitization.	Manual pkgs.			INR 500/- per incident	I/C. (EXP)- AAICLAS	RM
		0-100	30 mins.	99.99 %			
		101-200	40 mins.				
		201-500	50 mins.				
		Above 500	75 mins.				
	In case AAICLAS finds that delay has occurred due to reason beyond control of the Service Provider i.e. due to technical failure of X-BIS, unavailability of screeners/ cargo, no penalty shall be leviable, for the relevant period/Consignment. For monitoring the same local SOP shall be drawn by AAICLAS.						
4		Fork Lifted pkgs Upto 2000 kgs	30 mins	99.99 %	INR 500/- per incident	I/C. (EXP)- AAICLAS	RM
		Above 2000 kgs	60 mins.		INR 1500/-		RM
5	Palletization (making up pallets along with covering lacing) ready for loading onto aircraft.	P- 20 Ft. MD	75 mins.	99.99 %	INR 500/- per incident or the actual penalty levied by Airlines under GHA, whichever is higher	I/C. (EXP)- AAICLAS	RM
P -10 Ft. MD		45 mins					
P- LD		40 mins					
6	Containerization (making up container along with covering lacing, locking) ready for loading onto aircraft.	LD -3	20 mins	99.99 %			
		LD-7 or LD-9	40 mins				
7	Bulk loading	Upto 1 ton	15 mins	99.99 %		I/C. (EXP)- AAICLAS	RM
		Above 1 ton	30 mins				
8	Release of ULDs from the ETV/ manual release	Combi-flight	40 mins	99.99 %	INR 500/- per incident	I/C. (EXP)- AAICLAS	RM
		Freighters	60 mins				
9	Wrong/ improper loading	NIL		99.99 %	INR 1500/- per incident	I/C. (EXP)- AAICLAS	RM
10	Damage to Cargo	NIL		100%	INR 2000/- per incident	I/C. (EXP)- AAICLAS	RM

					or per value of claim		
11	Discrepancy in palletization/containerization	NIL		99.99 %	INR 2000/- per incident	I/C. (EXP)-AAICLAS	RM
12	Damage to Airlines properties	NIL		99.99 %	INR 2000/- per incident or the actual claim/penalty levied by Airlines, whichever is higher	I/C. (EXP)-AAICLAS	RM
13	Untraceability		Resolved , max. within 2 hrs	100%	INR 1500/- per incident	I/C. (EXP)-AAICLAS	RM
14	Maintaining Airlines ULDs and accessories and inventory thereof		24X7	100%	INR 1500/- per incident	I/C. (EXP)-AAICLAS	RM
15	Periodic inventory of the Cargo	Exam. Area	On daily basis	100%	To be measured as service deficiency	I/C. (EXP)-AAICLAS	RM
		Bonded/ SHA	Weekly basis	100%			
		All stock with reconciliation	Annual basis	100%			
16	De-stuffing /Stuffing of bonded Truck Cargo	Up to 10 ton	45 mins	99.99 %	INR 1500/- per incident	I/C. (EXP)-AAICLAS	RM
		Above 10 ton	75 mins				
17	Handling of Transshipment Cargo	Up to 10 ton	45 mins	99.99 %	INR 500/- per incident	I/C. (EXP)-AAICLAS	RM RM
		Above 10 ton	75 mins				
18	HAZ. Cargo acceptance/ handling	24X7	30 mins	100%	INR 1000/- per incident	I/C. (EXP)-AAICLAS	RM
19	Other special Cargo (VAL, VUN, AVI, PER, AOG) acceptance/ handling	24X7	30 mins	100%	INR 2000/- per incident	I/C. (EXP)-AAICLAS	RM

20	Quality Management System (QMS) training	As per requirement of customer airlines		100%	To be measured as service deficiency	I/C. (EXP)-AAICLAS	RM
21	PO mail/express Cargo handling	24X7	As per specification by AAICLAS	100%	INR 1000/- per incident	I/C. (EXP)-AAICLAS	RM
22	Proper handling of AAICLAS equipment and their orderly placement	24X7	As per SOP on handling of Cargo equipment	100%	INR 2000/- per incident plus actual cost incurred towards repair/serviceability of the AAICLAS equipment	I/C. (EXP)-AAICLAS	RM
23	Error/wrong feeding in ICMS				INR 1500/- per error/wrong feeding	I/C. (EXP)-AAICLAS	RM
24	Sweeping/Cleaning of Export operational area			100%	INR 1000/- per incident	I/C. (EXP)-AAICLAS	RM
25	Sweeping & Cleaning of toilets at Export operational area			100%	INR 1000/- per incident	I/C. (EXP)-AAICLAS	RM
27	Cobweb removal & Wiping in Export operational area			99.99 %	INR 1000/- per incident	I/C. (EXP)-AAICLAS	RM

7.8 General Service level / Service standard to be maintained by the Service Provider viz-a-viz penalty for default/failure, both for Import and Export

SI No.	Nature of default/failure	Maximum Time assigned for completion	Target to be achieved	Penalty for failure	Authorized AAICLAS officials to impose penalty	Authorized AAICLAS officials to review penalty
1.	Misconduct: Whenever the service agencies resource is found in unauthorized possession of goods/asset/property.		100% incident free	Legal Action to be taken in the 1 st instance	DGM/ JGM	RM
	a. The values of which is less than or equal to Rs. 10000/-			INR 5000/ per incident and removal of the resource vis-a-viz legal action as per land of law.		
	b. The value exceeds Rs. 10000/-			INR 10000/- per incident and removal of the resource vis-a-viz legal action as per land of law.		
2.	Handling of equipment by unauthorized resources of the Service Provider			INR 5000/incident along with the loss if any incurred on this account	DGM/ JGM	RM
3.	Disruption in the work due to industrial action by the Service Provider's resources, the Service Provider shall invoke their			In such an event, the Service Provider shall be paid for only to the extent of actual tonnage	DGM/ JGM	RM

	contingency plan within 4 hrs. from the disruption to the work caused due to industrial action resorted by Service Provider's resources			physically handled by the Service Provider on that given day besides the Service Provider shall be imposed a penalty @ 50% of the per ton rate for the tonnage not handled by the Service Provider		
4.	<p>Damage to the Cargo</p> <p>The Service Provider shall be held responsible as well as liable to make good any damage or loss caused to the Cargo/AAICLAS premises/equipment / Airlines property kept in Cargo area including ULDs in addition to 3rd party liabilities caused which may arise on account of negligent act /performance on the part of any of the resource of the Service Provider during course of performance of job. The incident shall be investigated by AAICLAS and Service Provider jointly.</p>		100% safe handling (without any damage	<p>If such an act of negligence or deficiency in services is established, the Service Provider shall be levied a penalty which shall include the claim payable on account of damage to cargo, cost of repair/ replacement and customs duty amount on actual basis, if payable or INR 25000/- per incident whichever is higher.</p> <p>In case of damage to Airlines ULDs/propertie</p>	DGM/ JGM	RM

				s, AAICLAS properties, a fine/penalty @ INR 5000/ incident along with the loss amount claimed		
5	<p>Standard of Work:</p> <p>In case it is observed by the AAICLAS that the work performed by the Service Provider is not as per the required standards, the Service Provider shall be served notice to that effect, calling upon him to improve their performance within a stipulated time. The Service Provider shall also be given an opportunity to present their viewpoint about the bad performance pointed out by AAICLAS. Thereafter, if the AAICLAS is not satisfied with the explanation and finds no improvement in the required Service standard.</p>			<p>INR10,00,000/ month.</p> <p>The speaking order passed by Regional Manager, Chennai Airport, in this regard shall be final and binding on the Service Provider .</p>	DGM/ JGM	RM
6	The delay or lack of promptitude in discharge of any contractual function viz-a-viz specified standards, as			In the event, AAICLAS finds that the cargo handling services and performance of	DGM/ JGM	RM

	contained in scope of functions, shall be construed as bad performance and shall attract penalty as mentioned above in the preceding para.			the Service Provider has not improved any further despite a penalty already imposed in the previous month, the AAICLAS can exercise the option of cancellation of contract after serving the stipulated notice period as provided.		
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8.0 DRAFT AGREEMENT

(to be executed on non-judicial stamp paper of INR 500/- value)

"Appointment of Cargo Service Provider on Job Contract Basis for Providing Total Cargo Handling Services Including Data Capturing, Up-Keeping, & Allied Services at International Air Cargo Complex and Allied Areas at Chennai Airport for AAICLAS to Discharge its Air Cargo Terminal Operator (CTO) Functions."

THIS AGREEMENT made this ____ day of _____ Two Thousand _____ between AAI Cargo Logistics & Allied Services Company Limited (A 100% subsidiary company of Airports Authority of India), having its Corporate office at AAICLAS Complex, Delhi Flying Club Road, Safdarjung Airport, New Delhi-110 003 represented by Regional Manager, AAICLAS, Chennai Airport, Chennai, hereinafter called "AAICLAS", (which term shall unless expressly excluded by or is repugnant to the context, include its Chairman, any Member, Chief Executive Officers, Chief Operating Officer (COO), other Officers and all or any of them duly authorized by the Chairman in this behalf and its successors and assigns) of the one part and M/s. _____ having its registered office at _____ and represented by Shri _____ Designation; the Authorized Signatory of other part, hereinafter called "the Service Provider" (which term unless excluded by or is repugnant to the context be deemed to include the heirs and representatives of the Service Providers) (Proof of Authorized Signatory).

WHEREAS the AAICLAS is desirous of availing services of the Service Provider for providing services enumerated in Scope of Services, Schedule-A of Special Terms & Conditions under section VII of this tender document are hereinafter referred to as the said 'services'.

AND WHEREAS the said Service Provider has agreed to render the said services to AAICLAS on the terms and conditions mentioned hereinafter.

Speed • Reliability • Sustainability

- 1. Scope of Services:** The Service Provider Shall perform all Import & Export activities, Data Capturing, Up-Keeping, Documentation, Record Keeping, Dedicated Services to Airlines & Allied Services in accordance with and as specified in Schedule 'A' of Special Terms & Conditions under Section VII of this tender document.
- 2. Service Standard / Performance Parameter & Penalties:** The Service Provider shall maintain his service performances level as per service standard / performance parameter specified in Schedule 'B' of Special Terms & Conditions mentioned in section VII of this tender documents. The Service Provider is liable to be imposed with penalties on the respective activities which are found below the service standard / performance parameter specified in Schedule 'B' of the Special Terms & Conditions mentioned in section- VII. Such penalties shall be recovered from the monthly bills or BG or other deposit source of the Service Provider as decided by Regional Manager, AAICLAS, Chennai Airport, Chennai. The Service Provider shall maintain his services as per the Citizen Charter issued by MoCA/AAICLAS and also ensure Service Level Performance for Dedicated Services to Airlines.

2.1. PROCEDURE FOR IMPOSITION OF PENALTY FOR DEFAULT/FAILURE IN IMPORT CARGO HANDLING UNDER SCHEDULE B (CLAUSE 7.6-7.8)

- a. If the Service Provider at any time makes a default in complying with any time assigned for completion and is not performing as per the target goals set under Schedule B despite issuing of notice for any consecutive three months, a Show Cause Notice in writing or through electronic communication at the registered e-mail of the Service Provider, would be issued by the Officer-In-Charge, AAICLAS. The Show cause Notice shall be served at the address provided by the Service Provider, stating therein as to why penalty should not be imposed. The Service Provider would have to submit a written reply within a period of 7 days from the date of receipt of the notice.
- b. After receipt of the reply, in the event AAICLAS is not satisfied, then penalty in accordance with Clauses 7.6-7.8 of Schedule B shall be imposed forthwith.
- c. After imposition of the penalty, if the Service Provider after making the payment of the penalty, completes the service, may approach the Regional Manager AAICLAS to review the penalty within 15 days with complete report and application.
- d. AAICLAS through its authorized official would be the sole authority to determine the imposition of penalty and review of the same as per Schedule B.

3. **Cargo Handling Equipment & Maintenance:** All required Cargo handling equipment along with fuel/ electric charging facility & manual handling equipment shall be provided by AAICLAS. The Service Provider will be responsible to operate all the equipment provided by AAICLAS by engaging competent, qualified and duly licensed resources at their own cost during the subsistence of the agreement. In addition, the Service Provider shall also likewise operate and maintain additional equipment, if any, engaged by AAICLAS at any point of time during the currency of the contract at its own cost. Additional equipment required for the Cargo handling Operations shall also be provided by AAICLAS.

The day to day requirement of the cargo handling equipment will be decided and allocated by In-charge cargo export/ import or his designated officer under local SOP.

4. The Service Provider shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate resources for smooth functioning of Total Cargo Handling Services including Data Capturing, Up-Keeping, Documentation, Record Keeping, Dedicated Services to Airlines & Allied Services and augment the same as decided by the Regional Manager, AAICLAS, Chennai or his authorized representative depending on the exigencies of the work for the smooth functioning of Cargo Handling processes and keeping the Cargo operational area neat & clean.
5. The Service Provider shall be responsible for correct label checking and binning of all cargo processed through the Terminal. Further, he shall be responsible for tracing any cargo reported untraced, within reasonable time. Cases of untraceability remaining unresolved beyond 24 hours of performance of the Service Provider which shall render the contract liable for termination, besides the penal action viz. Clauses 7.6-7.8 (Schedule B). Levy in respect of missing cargo will be decided on the basis of established deficiency in service. Recovery on account of untraceability beyond 24 hours and missing cargo shall be over and above the penalties as mentioned in clauses 7.6-7.8 (Schedule B).
6. If an employee/workforce of the Service Provider is apprehended tampering with, stealing/pilfering cargo and/or abetting in such acts or causing damage, tampering with or stealing/pilfering of cargo or assets of the AAICLAS, he/she shall summarily be withdrawn from duty and FIR shall be lodged against the erring employee and removed from the premises of the Cargo Terminal. Such individual shall not be re-deployed without the express and written consent

of the Authority/Designated Officer of the Authority and will be reported to the enforcement authorities.

Whenever the staff/employee of the Service Provider is found in unauthorized possession of goods/assets/property, the value of which does not exceed Rs.5000/-, levy of penalty imposed will be Rs.1000/-. Where value exceeds Rs.5000/-, levy imposed will be Rs.5000/-. Such fine shall be imposed based on the findings of a joint investigation conducted by the designated official(s) of the AAICLAS or documentary /electronic evidence.

The levies so imposed, per incident, shall be in addition to and without prejudice to the recourse available to the AAICLAS and the laws of the land to realize/recover any kind of loss or damages which may be incurred or occurred.

7. In case manpower deployed by the Service Provider resorts to any kind of industrial action, the Service Provider shall immediately arrange and deploy alternative manpower of sufficient strength and competence with a view to maintain normal operations in the Terminal. Failure of maintaining adequate alternative arrangement, as above, shall be construed as an act of unsatisfactory performance and the penal clause as provided for in the agreement, shall be invoked, if situation so warrants, termination notice may also be issued by AAICLAS.

In such an event, the Service Provider shall be paid for only to the extent of actual tonnage physically handled by the Service Provider on that given day. Besides, the Service Provider shall be imposed with a penalty at the rate of 50% per ton rate, for the tonnage not handled by the Service Provider.

8. The Service Provider shall be held responsible as well as liable to make good any damage or loss caused to cargo/AAICLAS's premises/equipment/Airlines property kept in cargo area including of ULDs in addition to third party liabilities caused or arising on account of any negligent act/performance on the part of any their workmen. The incident shall be investigated by the services is established, the Service Provider shall be levied a penalty which shall include the claim payable on account of damage to cargo, cost of repair/replacement and Customs' duty amount on actual basis, if payable or Rs.5000/- per incident, or whichever is higher.

9. **Foreclosure of the whole or part of the services:** If during the continuance of contract, AAICLAS decides to abandon or reduce the scope of the services for any reasons whatsoever and hence does not require the whole or any part of the services to be carried out, the Regional Manager, AAICLAS, Chennai shall give notice in writing to that effect to the Service Provider and the Service Provider shall act accordingly in the matter. The Service Provider shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the services in-full but which he did not derive in consequence of the foreclosure of the whole or part of the services.

10. If the Service Provider does not meet the service level/performance parameter even after imposing penalty, & issuing notice for the any three consecutive months and AAICLAS finds dissatisfaction with the services of Service Provider, then AAICLAS may exercise the option to terminate the contract as per the Termination Clause & forfeit the Performance Guarantee of this contract. The decision of AAICLAS in this matter shall be final & binding upon the Service Provider.

11. **DURATION OF AGREEMENT:** This Agreement shall be deemed to have commenced from 0001hrs on _____ and shall continue to be enforced up-to _____ hrs. on _____.

12. PAYMENT TERMS :

- A.** On consideration of the Service Provider actually performing the said services satisfactorily, the AAICLAS shall pay to the Service Provider at the rate of INR _____ per Metric Tonnage (lump sum, all inclusive) plus applicable GST for cargo handled at International Air Cargo Terminal in a month for incidental/ related services/works thereto. The amount shall be paid on gross weight of cargo handled and as defined herein.
- i. Monthly Gross weight of all Received Import consignments as per ICMS/ IT system of AAICLAS.
 - ii. Monthly Gross weight of all uplifted Export consignments as per ICMS/ IT system of AAICLAS.
 - iii. Tonnage handled/ uplifted does not include the international Air Cargo on ramp transfer from one Airlines to another Airlines and the Air cargo in ULD/ Bulk forms directly stored on the request of Airlines from Aircraft on Ground (AOG) and taken delivery from ETV/ULD staging area/ storage/ special facility area.
 - iv. AAICLAS will have sole authority to raise bills to the Airlines/NSOs/Agencies for all Cargo Handling Services provided to them. The Service Provider is not authorized to raise any bill at any stage to any airlines or agencies. AAICLAS will enter into an agreement with the respective airlines for the services provided & billing accordingly.
- B.** Payment method- Payment will be released on Monthly basis in two stages, as follows-
- (i) 70% of the Payment shall be released within 7 days from the date of submission of the provisional bill along with the certified tonnage report, issued by ICMS/AAICLAS-IT in the subsequent month of rendering services. Certified tonnage details shall be issued by controlling officer within 2 working days of the following month.
 - (ii) The Service Provider shall submit the final bill on or before 23rd of the subsequent month for which the services have been rendered. Service Provider has to submit proof for compliance of all statutory obligations such as payments of Wages, PF, ESI, BONUS etc. Final payment will be released only after verification of compliances of Statutory obligations. The final monthly bill shall be released on compliance of the Statutory obligations to the satisfaction of the AAICLAS authorized Officers and Adjustment of fine, penalties imposed, if any, on failure of the performance targets, latest within 7 days of submission in the same month.
 - (iii) For payment purpose, the monthly tonnage certificate issued by ICMS/AAICLAS-IT System shall be final and binding on both the parties.

12 Escalation: The rate quoted by the successful bidder shall remain firm during the first year of the contract and shall not be subject to variation on any account. However, 7% escalation per annum in the tonnage rate of the previous year rate will be given in the succeeding years during the contract period. All additional cost of resources due Central/State Govt. notifications and other costs should be discharged from the yearly escalation rate only.

13 The Service Provider may evaluate the prevailing market trend with regard to resources cost, cost of dedicated resources to airlines, UP-Keeping & Cleaning services cost and other overhead & administrative cost while quoting per ton rate. AAICLAS shall not be held responsible if the Service Provider wish to pay over and above the prescribed minimum wages of Government of India it will be at his risk and cost and the cost shall be met by him within all-inclusive per ton rate as quoted in his tender and within the yearly escalation provided to him as per 12 above.

14 Statutory and other deductions: - Deductions towards Income Tax/ Service Tax/ GST/, other statutory taxes/duties and levies imposed by AAICLAS/Govt. as provided for, shall be made from the amount payable in the monthly bills submitted by the Service Provider. In the event of any amount having been paid in excess in any month an equal amount shall be withheld /adjusted before payment is released during the succeeding month. The payment of amount as computed by the AAICLAS, based on documents shall be deemed as final and binding on both the parties.

- a. The Service Provider shall furnish every succeeding month the documentary proof of having complied with release of payment to the resources through online payment within the stipulated time, compliance of P.F. (inclusive of administrative charges), E.S.I., GST and other statutory obligations with the respective authorities without fail for the claiming their monthly payment. The monthly claim bill shall be submitted by the Service Provider after compliance of all the above.
- b. The Service Provider shall ensure distribution of periodical PF statement of individual resource without fail and confirm to AAICLAS.
- c. The Service Provider shall ensure Medical Benefits to the resources.

15 ADHERENCE OF SECURITY CONDITIONS

- a. **Entry Passes:** Before commencement of work, the Service Provider shall apply for, valid entry passes Photo Identity Cards (PIC) for all the required resource under the terms of the contract in due time. They shall also issue these passes to all the concerned individuals at the commencement of each shift and retrieve them at the end of the duty of each individual. The Service Provider shall also ensure that none of his resources is found or deployed without holding a valid PIC and also beyond their stipulated duty timings. Any such individual found inside the Cargo Terminal beyond their duty timings or not in possession of a valid PIC shall be treated as unauthorized entrant and action as provided for shall be taken against such resource /Service Provider in terms of Regulations in force.
- b. The Service Provider shall also additionally ensure that none of their resource / workforce enters the areas of Cargo Terminal for which they are not specifically designated, as per their duty roster and any violation thereof, shall render the concerned individual to forfeiture his entry permit/PIC besides imposition of penalty, as may be decided by the designated Authority officials.
- c. Service Provider will ensure withdrawal of PICs at the cease of work of their workforce on each day and submit the same on demand for spot verification when called for.
- d. The Service Provider shall make arrangements for declaration of the cash on person by each of the resource while taking them on duty & maintain proper records of the declaration on shift to shift basis. Violation of this clause and possession of unauthorized/undeclared cash will lead to removal of employee apart from levy of penalty on Service Provider.
- e. The Service Provider will have their own in-house intelligence set-up to ensure that their resources do not indulge in any malpractices.
- f. Submission of Daily Attendance Report. The Service Provider shall submit shift-wise, list outlining the attendance of Resource deployed by them location-wise/position-wise with cash on person declaration to the designated officer of the AAICLAS within half an hour of commencement of each shift.
- g. The Service Provider shall obtain necessary security clearance for their company and its directors from DG BCAS. The application shall be submitted only through BCAS online e-Sahaj portal (<https://esahaj.gov.in/>)
- h. The Service Provider shall also obtain the Security Program approved by BCAS before commencement of the contract.

- i. All the AEPs shall be issued by BCAS and the Service Provider shall comply with all the regulations and guidelines of BCAS issued in this regard from time to time.

15A. MINIMUM RESOURCES TAKEN INTO ACCOUNT AS INDICATOR: -

- g) The Service Provider shall be required to install biometric machine at his own cost to log attendance of the resources, while reporting for duty and leaving duty place on close of their duties. The Service Provider shall submit shift-wise, list outlining the attendance of Resource deployed by them location-wise/position-wise with cash on person declaration to the designated officer of the AAICLAS within half an hour of commencement of each shift.
- h) The Service Provider shall deploy adequate number of resources to discharge its functions in a effective manner and to fulfil the contractual obligations in terms of parameters outlined at Clause 7.5 to 7.8 (Schedule 'B') keeping in view the indicator for approximate deployment of resources at Import, Export & Dedicated Services to Airlines (Annexure 'O'). The approximate deployment of resources to handle the existing/increased tonnage of cargo at Chennai is Mgr/Duty Officer (Highly skilled)-22, Sr. Sup/Sup/Operator/Upkeeping (Skilled)-146, Unskilled (Cargo Handling)-590, Unskilled (Upkeeping)-16 & Resources for Dedicated Services to Airlines are SM-02, Mgrs-2, Duty Officers-11 & Supervisors -142 Nos.
- i) The cost of resources for Dedicated Services to Airlines shall be based on the prevalent rate. At present the existing Service Provider is providing Dedicated Services to Airlines to 14 airlines. The Service Provider shall ensure additional resources to those airlines requiring services from AAICLAS in future. And the Service Provider shall have a separate set up for handling of Non-Scheduled Operators (NSO) for which no separate charges shall be payable by AAICLAS and all NSO operations will be handled within the quoted per tonnage rate.

16 Safety and Precautionary Measures: The Service Provider shall ensure that their resource to be deployed shall duly observe safety and precautionary measures as also restrictions as laid down by AAICLAS from time to time like observing of speed limit, orderly stacking in the Cargo Complex and cargo operational area and cargo airside area. Fine/penalty imposed by the designated official of the AAICLAS on Service Provider's resource for violation, where not paid by the individual, shall be recovered from the Service Provider.

17 Indemnity against any claim on account of injury: The Service Provider shall indemnify AAICLAS and all its Officials against any claim on account of injury caused by/to his resource/representative(s) during the course of performance of their duties owing to the negligent handling/mishandling of equipment/Cargo, and shall also comply with the provisions of the Workmen' Compensation Act, 1923, and such other applicable statutes/regulations.

18 Insurance/Compensation: The Service Provider shall be responsible for obtaining insurance coverage of adequate amount and the timely payment of insurance premium thereof for compensation payable to his workforce as well as to third party in respect of claims against injuries, damage or loss suffered during discharge of contractual functions while in the Cargo Terminal / Premises.

19 SUPPLY OF NEAT AND CLEAN UNIFORM: The Service Provider shall ensure that resource deployed by him wears uniform/name/number badge (staff ID Card) supplied by Service Provider while on duty. The Service Provider shall allot the unique number to each resource and shall maintain different colour schemes for different locations. Service Provider's resource deployed in public dealing areas shall be provided with prominently identifiable uniforms with respective number super-scribed thereon. The Service Provider shall provide special uniform including gloves to those resources handling perishable cargo / Hazardous Goods as well as to the upkeeping & cleaning resources as required, at no extra cost to AAICLAS. The Service Provider shall provide Reflective Jackets to all Resources entering and working in Operational area.

20 STATUTORY RULES AND REGULATIONS: -

- a. The Service Provider shall abide by all Labour Laws and other Acts and other statutory obligations including the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and other applicable statutes.
- b. The Service Provider shall obtain Labour License valid for the Contract at the location within 30 days from the issue of Letter of Award (LOA). AAICLAS shall facilitate by issuing of applicable forms etc. to the Service Provider, as provided for by the Contract Labour (Regulation and Abolition) Act, 1970 and shall also display a copy thereof at the Cargo Terminal's premises for ready reference by the Labour Law Enforcement Authorities.
- c. The Service Provider shall have a separate PF and ESI account at Chennai for their resources engaged in AAICLAS, Air Cargo Complex, Chennai.

21 TERMINATION OF CONTRACT/ NOTICE OF TERMINATION.

- a) Both parties shall have the right to terminate the contract after giving 120 (one hundred & twenty) days' written notice. Such notices will be served by 'Registered Post' or by hand, at the respective address. Notwithstanding the above, the Service Provider shall not discontinue the services within and after the notice period and shall continue to provide services / resources as per the contract till alternative arrangements are made.
- b) If at any stage AAICLAS finds that the party has submitted any false/wrong/ forged /concealment of information/documents or has concealed information thereby affecting the eligibility criteria of the Service Provider, in such case, PG/BG shall be forfeited and party is liable to be debarred for one (01) year from participation in any AAICLAS tenders. In such an event, AAICLAS shall have the right to terminate the contract at any stage without giving any notice.
- c) If at any stage, AAICLAS finds that the Service Provider is not performing the services as per the Agreement despite notices issued to the Service Provider for any three consecutive months as per Clause 6, then AAICLAS shall have the right to terminate the contract forthwith without giving any notice.
- d) Even, when the Service Provider has served notice for rescinding the contract, his work/resource and workers involved therein would not be withdrawn by him till such time alternate arrangements are made by the AAICLAS.

22 PERFORMANCE GUARANTEE –

Successful bidder shall submit an irrevocable interest free Performance Guarantee (PG) in the form of Demand Draft (DD)/Pay Order (PO)/Bank Guarantee from Nationalized Bank or Scheduled Bank in prescribed proforma of AAICLAS equal to 10% of the total contract value, after adjusting the EMD (after deducting the EMD) within 15(Fifteen) days of issue of Letter of Award (LOA). The Performance Guarantee (PG) shall be in the form

of DD/Pay order/BG (as per AAICLAS standard format) in favour of AAI Cargo Logistics and Allied Services Company Ltd., Chennai. The Bidder, by submitting its Tender pursuant to this NIT, shall be deemed to have acknowledged that without prejudice to the AAICLAS's any other right or remedy hereunder or in law or otherwise, its Performance Guarantee(PG) shall be forfeited and appropriated by the AAICLAS as per the mutually agreed pre-estimated compensation and damages payable to the AAICLAS for, inter alia, the time, cost and effort of the AAICLAS in regard to the NIT, including the consideration and evaluation of the Bid, under the following conditions:

- a. If the Service Provider does not comply with the terms and conditions of performance related to service in terms of the Agreement and the ancillary documents
- b. If the Service Provider engages in any of the Prohibited Practices specified in this NIT;
- c. If the Service Provider is found to have a Conflict of Interest as specified in NIT; and
- d. If the Service Provider fails to deposit Performance Guarantee within stipulated period, no payment for the work done will be released to the Service Provider. Moreover, interest @10% per annum on Performance Guarantee would be levied (non-refundable) for delayed period of submission. The Performance Guarantee shall be initially valid for the entire contract period plus 6 months beyond that and shall be refunded after expiry of 06 (Six) Months from the scheduled date of completion of the contract. In case the time for completion of work gets extended, the Service Provider shall get the validity extended to cover such extended time of completion of work plus 06 (Six) Months. In case Service Provider fails to extend the validity of the Performance Guarantee, the same is liable to be en-cashed and retained by AAICLAS as an interest-free deposit.
- e. Depending on the business growth and consequent up value for Performance Guarantee, the Service Provider shall enhance the Performance Guarantee value as intimated by AAICLAS. In Case of failure, the additional value shall be deducted at equal installments from its monthly bill payments by AAICLAS.

23 Re-Packing, strapping of Import/Export Cargo at examination/bonded area: No charges shall be payable by AAICLAS on account of providing repacking, strapping services for examination or damaged cargo at bonded area, as the per ton rate quoted by the Service Provider is inclusive of resources. The charges on account of Re-packing/strapping shall be collected by AAICLAS directly from the customers.

24 ADMINISTRATIVE AND OPERATIONAL SPACE: AAICLAS shall provide a minimum specified working space at appropriate location in the operation at area for carrying out cargo operations related documentation work and as a controlling point of resources at no extra cost. However, Electricity & Water charges to be borne by the Service Provider. Further, subject to availability of the space, any additional requirement of space for the administrative control of the Service Provider shall be considered by the AAICLAS at the rates and terms and conditions prescribed by AAICLAS from time to time.

25 RULES, REGULATIONS AND PROCEDURES OF AAICLAS: The Service Provider and his resources shall abide by all the current and prospective rules and regulations of the AAICLAS and all other statues while performing the services at AAICLAS premises.

26 CHARACTER AND ANTECEDENT OF SERVICE PROVIDER'S RESOURCE:

- a. The Service Provider shall deploy well behaved, skillful resource / workforce of unblemished character and with duly verified antecedents.
- b. The Service Provider shall furnish to the AAICLAS in writing the name, parentage, residential address, educational and technical qualifications, specimen signature(s) finger

prints and two recent passport size photographs of all resources whom he proposes to employ for the purpose of this contract, before employing and the AAICLAS shall be at liberty to forbid the employment of any person whom it may consider undesirable after verification. The Service Provider shall obey such directions as may be issued by the AAICLAS. The Service Provider shall also have the character and antecedents of all persons employed by him verified by the police to the satisfaction of BCAS and the AAICLAS before a resource is deployed by the Service Provider at Cargo Terminal. The proof of antecedents' verification by the prescribed authority shall be submitted to AAICLAS before employing/deploying the resources for this contract. AAICLAS, however, reserves the right to reject any resource for deployment in this contract.

- c. The Service Provider shall take action for the removal of resource deployed by him for the performance of functions under this Agreement, as and when advised by the AAICLAS official(s).

27 SUBLETTING OF CONTRACT: The Service Provider shall not sublet any portion of this contract to any other agency and if subletting is established, the contract shall be liable for termination after issue of a notice to the Service Provider as provided for in the contract. In addition, a penalty @ 10% of the bill amount for the concerned month(s) shall also be levied.

28 OBSERVANCE OF RULES/REGULATIONS/DIRECTIONS: The Service Provider shall comply with the requirements and directions as given by the officers of AAICLAS or by its nominated/nodal agency in respect of any matter related to hygiene, sanitation, prevention of infectious diseases, nuisance from insects/ flies and use of toilets/washrooms etc.

29 Dispute Resolution Committee (DRC):-

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications and instructions here-in before mentioned and as to the quality of service or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, specifications, failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

Through Dispute Resolution Committee: Any dispute as stated above shall be referred in the first place to the Dispute Resolution Committee (DRC) set up at the Chennai Airport.

- a) If a dispute of any kind, whatsoever, arises between AAICLAS and Service Provider in connection with or arising out of the contract or the execution of the service, whether during the execution of the service or after the completion and whether before or after repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee(DRC) set up at the Airports.
- b) DRC, thus constituted may act as a 'Conciliator' and would be guided by the principles of 'conciliation' as included in Part III of the Arbitration & Conciliation Act, 1996. DRC should take into consideration the rights and obligations of the parties, usage of service concerned and circumstances surrounding the dispute(s). Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If the parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party.
- c) DRC shall give its report within 45 days of its constitution.

- d) It is also a term of the contract that fees and other expenses, if payable to DRC shall be paid equally by both the parties i.e. AAICLAS and the Service Provider.
 - e) Both parties would be represented by their officers or authorized representatives. No legal advisor/advocate/counsel would be permitted during the DRC proceedings.
- Unless the contract has already been repudiated or terminated, the Service Provider shall, in every case, continue to complete the service as per the Agreement with all due diligence.

It is also a term of contract that if the Service Provider does not make any demand to the Dispute Resolution Committee in respect of any claim in writing within 90(ninety) days of receiving the intimation from the AAICLAS that the bill is ready for payment, the claim of Service Provider would be deemed to have been waived and absolutely barred and the AAICLAS shall be discharged and released of all the liabilities under the contract in respect of these claims.

30 ARBITRATION CLAUSE

- a. This clause shall be invoked only in case the dispute is not resolved by the DRC within 45 days. Once this clause is invoked, the DRC process will cease to be operative. All disputes or differences (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises [Eviction of Unauthorized Occupants] Act and the rules framed there-under which are now enforced or which may hereafter come into force are applicable) shall be referred for adjudication through arbitration by a sole Arbitrator appointed by the Chairman, AAICLAS within 30 days of receiving the application for appointment of Arbitrator. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor.
- b. It is also a term of contract that if the Service Provider does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One Hundred Twenty) days of receiving the decision/award from the Dispute Resolution Committee, the claim of the Service Provider would deemed to have been waived and absolutely barred and the AAICLAS shall be discharged and released of all its liabilities under the contract in respect of these claims.
- c. It is the term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of Arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee.
- d. It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as Arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendment or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.
- e. It is also a term of this contract that the Arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him along with reasons.
It is also a term of the contract that if any fees are payable to the Arbitrator, these shall be paid equally by both the parties.
- f. It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The seat of the arbitration would be

New Delhi. The venue of the arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the Arbitrator) shall be in the discretion of the Arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amounts of costs to be so paid.

The seat of arbitration shall be New Delhi.

- g. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the AAICLAS and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account. Acceptance or challenging arbitration award by CHQ shall be done after obtaining views/recommendations of the Regional Manager, AAICLAS, Chennai Airport in consultation with legal department/ consultant.

During the arbitral and Dispute Resolution proceedings, the Service Provider shall continue to provide services regularly as per the agreement and perform all covenants of the agreements.

31. Notice and Debarment Procedure for Blacklisting for participation in future tenders of AAICLAS:

31.1 If the Service Provider -

- a) At any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the AAICLAS authorized Officer; or
- b) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the AAICLAS authorized Officer; or
- c) Fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the AAICLAS authorized Officer.

31.2 The case for debarment of Service Provider shall be dealt by office of the Chief Operating Officer of AAICLAS and the Regional Manager of the respective Airport. If the performance of the Service Provider or technical/financial capability is found unsatisfactory at any stage, following action may be initiated by concerned _____ against the Service Provider.

31.3 The matter will be brought to the notice of Regional Manager (SR), Chief Operating Officer and Chief Executive Officer, AAICLAS.

31.4 A committee shall be constituted by Regional Manager (SR) to scrutinize the adverse remarks with a view to initiate a case for debarring the concerned Service Provider from participating in future works of AAICLAS tendering. The AAICLAS committee shall be consisting of following members:

- i) HOD of Import/Export
- ii) In Charge at Operations level
- iii) In Charge Finance

31.5 If committee recommends that further action is required to debar the Service Provider, then with the concurrence of Regional Manager (SR), a show cause notice shall be issued to the concerned Service Provider, bringing out its short-comings and defaults of service rendered during the concerned period.

Reply when received from the Service Provider shall be carefully scrutinized with respect to the factual position by the committee and following action shall be taken:

- i. In case it is found that Service Provider is not fully responsible for delay/default, concerned Authority may process the case recommending its non-participation in AAICLAS tendering in future for a limited period of 1 year and put up to Chief Operating Officer AAICLAS for orders.
- ii. In case, it is established that the Service Provider is fully responsible for unsatisfactory performance, case shall be processed for blacklisting for a minimum period of 1 year and maximum upto 3 years for approval by the Competent Authority.

On decision to blacklist/debar a Service Provider, the concerned Service Provider shall also be intimated.

- 32 Novation of Agreement:** It is hereby agreed between the Parties that the AAICLAS shall have the right to novate this Agreement in favour of any third party (hereinafter "Third Party") on the same terms and conditions as contained in this Agreement and the Service Provider hereby agrees to enter into such Novation Agreement recognizing the Third Party as the Authority in place of AAICLAS.
- 33 JURISDICTION:** This agreement shall be subject to the exclusive jurisdiction of the Courts in Chennai.
- 34 FORCE MAJEURE:** It will be the endeavour of the Service Provider to fulfil and discharge his obligations in terms of the Agreement faithfully and diligently. In case, the Service Provider is unable to perform his obligations for reasons beyond his control such as fire, natural calamities, riots/civil commotion/mob agitation/arson/strike/lockout/government mandated lockdown not involving his resource, act of God, Pandemic, war disruption of operations at Cargo Terminal as determined by the AAICLAS etc. he shall not be liable for any damages or losses suffered by the AAICLAS.
- 35** In the event of any default, failure, negligence or breach, in the opinion of the AAICLAS on the part of the Service Provider in the complying with all or any of the conditions of the contract/agreement, the AAICLAS will be entitled and be at liberty to determine the contract forthwith without payment of any compensation or damages and also forfeit in-full or in- part the amount deposited by the Service Provider for due performance of contract/agreement.
- 36** Acceptance of award letter, NIT conditions, General Terms & Conditions and Schedule 'A' & Schedule 'B' of Special Terms & Conditions shall form an integral part of the contract/agreement for all purposes and interpretation. No contrary view can be taken thereafter.
- 37** The AAICLAS & The Service Provider further agree that they are bound by the General information & guidelines, General Terms & Conditions, Special Terms & Conditions including Schedule 'A' & Schedule 'B' found in Appendix '1, 2 & 3' respectively annexed hereto.
- 38** The AAICLAS's letter No. dated and the Service Provider's letter No. dated to the extent it is covered by the AAICLAS's letter dated shall form part of this agreement.

39 IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR REPRESENTATIVE HAND THIS THE
.....TWO THOUSAND TWENTY.

For and on behalf of Service Provider	For and on behalf of Regional Manager (...) AAICLAS Chennai Airport, Chennai
Witnesses: 1.	Witnesses: 1.



Letter of Unconditional Acceptance

(On Bidder's letter head)

(Date and Reference)

To,
Regional Manager, Chennai
AAI Cargo Logistics & Allied Services Company Ltd
Chennai Airport, Chennai

Sub: "Appointment of Cargo Service Provider on Job Contract Basis for Providing Total Cargo Handling Services Including Data Capturing, Up-Keeping, & Allied Services at International Air Cargo Complex and Allied Areas at Chennai Airport for AAICLAS to Discharge its Air Cargo Terminal Operator (CTO) Functions."

Dear Sir,

With reference to your e-NIT Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our BID for selection as **Cargo Service Provider** on Job Contract Basis for Providing Total Cargo Handling Services Including Data Capturing, Up-Keeping, & Allied Services at International Air Cargo Complex and Allied Areas at Chennai Airport for AAICLAS to Discharge its Air Cargo Terminal Operator (CTO) Functions.

The BID is unconditional and unqualified.

- a) I/We acknowledge that the AAICLAS will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Bidder, and we certify that all information provided in the BID and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such BID are true copies of their respective originals.
- b) This statement is made for the express purpose of appointment as the Service Provider for the aforesaid job.
- c) I/We shall make available to the AAICLAS any additional information it may deem necessary or require for supplementing or authenticating the BID.
- d) I/We acknowledge the right of the AAICLAS to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account/grounds whatsoever.
- e) I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority, AAICLAS or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any job or contract by any PSU, AAICLAS nor have had any contract terminated by any PSU, AAICLAS for breach on our part.
- f) I/We declare that:
 - i) I/We have examined and have no reservations to the e-tender NIT Documents, including any Addendum/Corrigendum issued by the AAICLAS;
 - ii) I/We do not have any conflict of interest in accordance with the NIT Document;

- iii) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the NIT document, in respect of any tender or request for BID issued by or any agreement entered into with the AAICLAS or any other public sector enterprise or any government, Central or State; and
- iv) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the NIT, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- g) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any BID that you may receive nor to select the Bidder, without incurring any liability to the Bidders in accordance with Clauses of the NIT document.
- h) I/We declare that we are not a member of any other Consortium applying for the said tender.
- i) I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Authority which would cast a doubt on our ability to undertake the job or which relates to a grave offence that outrages the moral sense of the community.
- j) I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- k) I/We further certify that no investigation by a regulatory Authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/Partners/Resource.
- l) I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the AAICLAS [and/ or the Government of India] in connection with the selection of Bidder or in connection with the Selection Process itself in respect of the above-mentioned tender.
- m) I/We agree and understand that the BID is subject to the provisions of the NIT document. In no case, shall I/we have any claim or right of whatsoever nature if the job is not awarded to me/us or our BID is not opened or rejected.
- n) I/We agree to keep this offer valid for 180 days from the date specified in the NIT.
- o) A Power of Attorney in favor of the authorized signatory to sign and submit this BID and documents is attached herewith in Annexure-F.
- p) In the event of my/our firm being selected as the Service Provider, I/we agree to enter into an Agreement in accordance with the NIT. We agree not to seek any changes in the aforesaid form/format and agree to abide by the same.
- q) In the event of my/our firm being selected as the service, I/we agree and undertake to provide the services in accordance with the provisions of the NIT and that the Bidder shall be responsible for providing the agreed services on its own and not through any other person or Associate.
- r) I/We have studied NIT and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the AAICLAS or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of job.

- s) The Financial BID is being submitted separately as prescribed in NIT. This Technical BID read with the Financial BID shall constitute the Application which shall be binding on us.
- t) I/We agree and undertake to abide by all the terms and conditions of the NIT Document. In witness thereof, I/we submit this BID under and in accordance with the terms & condition of the NIT Document.

Yours faithfully,

(Signature, name and designation & seal of the authorized signatory)
(Name and seal of the Bidder/ Lead Member)



Particulars of the Bidder

1.1	Title of Job: "Appointment of Cargo Service Provider on Job Contract Basis for Providing Total Cargo Handling Services Including Data Capturing, Up-Keeping, & Allied Services at International Air Cargo Complex and Allied Areas at Chennai Airport for AAICLAS to Discharge its Air Cargo Terminal Operator (CTO) Functions."	
1.2	State whether applying as Sole proprietor/ partnership firm/ company	
1.3	State the following:	
1.3.1	Name of Firm/Company:	
1.3.2	Legal status (e.g. sole proprietorship or partnership Firm or Company):	
1.3.3	Country of incorporation:	
1.3.4	Registered address:	
1.3.5	Year of Incorporation:	
1.3.6	Year of commencement of business:	
1.3.7	Principal place of business	
1.3.8	Name, designation, address and phone numbers of authorized signatory of the Bidder:	
1.3.9	Name:	
1.3.10	Designation:	
1.3.11	Company:	
1.3.12	Address:	
1.3.13	Phone No.:	
1.3.14	E-mail address:	
1.4	Signature, name and designation & seal of the authorized signatory) For and on behalf of	1.4

DECLARATION

(on Rs.100/- Non-Judicial Stamp Paper)

I _____ < Name, Designation & Company Name with Address>, do hereby solemnly affirm and state as follows:

1. I/We are having/had the following contracts at AAICLAS/ Airports Authority of India:

Sr. No.	Airport Name	Facility/ Contract	Contract Period		Details of Security Deposit	Dues (disputed & Undisputed)
			From	To		
1.						
2.						

(In case of no contracts in AAICLAS/AAI controlled Airports, indicate NIL)

- 2 I/We are not debarred / blacklisted by CBI or AAI or AAICLAS or Public Sector undertakings/ Departments like Railways, Defense or any other department of Government of India or State Government. (In case if you have been debarred / blacklisted, submit all the details).
- 3 I/We also declare that there are no proceedings pending before any Authority/Court of Law for blacklisting/debarment for participating in future contracts as on date of submitting the bid.
- 4 I/We have not faced/are not facing any action under PPE Act with AAI/AAICLAS. (In case if you have faced/are facing action under PPE Act with AAI/AAICLAS, submit all the details).
- 5 I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI/AAICLAS at any of the airports (In case if you have been ordered by Court of Law, submit all the details).
- 6 I/ We declare that none of the Directors/Partners/ Sole Proprietor of our company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI/AAICLAS and has dues with AAI/AAICLAS".(In case if you fall under anyone of the above category, please furnish all such relevant details).
- 7 I/We do not have any conflict of interest as detailed in clause of general terms and conditions of tender document.
- 8 I/ We declare that "No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI/AAICLAS in any of the Airport premises either against me and/or any member of the consortium or against our/its associates or against any of the Directors/Managers/Partners/Employees" (In case if raids/seizure/search conducted, please furnish all such relevant details).

All the facts stated above are true and correct to the best of my knowledge, belief and information.

Date:

Signature with Seal

ANNEXURE-E

Statement of Legal Capacity

(To be forwarded on the letter head of the Bidder)

Ref. Date:

To,
Regional Manager, SR
AAICLAS, Meenambakkam,
Chennai Airport, Chennai -600 016

Dear Sir,

Sub: NIT for "Appointment of Cargo Service Provider on Job Contract Basis for Providing Total Cargo Handling Services Including Data Capturing, Up-Keeping, & Allied Services at International Air Cargo Complex and Allied Area, Chennai Airport, Chennai, for AAICLAS to discharge its Air Cargo Terminal Operator (CTO) function."

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the NIT document.

Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation/Seal of the authorized signatory)
For and on behalf of

Power of Attorney

Know all means by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms.....son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for selection as the Service Provider for "Appointment of Cargo Service Provider on Job Contract Basis for Providing Total Cargo Handling Services Including Data Capturing, Up-Keeping, & Allied Services at International Air Cargo Complex and Allied Area, Chennai Airport, Chennai, for AAICLAS to discharge its Air Cargo Terminal Operator (CTO) function", sought by AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. (AAICLAS) including but not limited to signing and submission of all applications, BIDs and other tender documents and writings, participating in pre-bid and other conferences and providing information/ responses to the AAICLAS, representing us in all matters before the AAICLAS, signing and execution of all contracts and undertakings consequent to acceptance of our BID and generally dealing with the AAICLAS in all matters in connection with or relating to or arising out of our BID for the said job/work and/or upon award thereof to us till the entering into of the Agreement with the AAICLAS.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,.....THE ABOVE NAMED PRINCIPAL HAVE

Speed • Reliability • Sustainability

EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF , 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney

in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.



ANNEXURE-G**Gross Turn Over (GTO) statement for the period for which experience of International Cargo Handling has been submitted**

S. No.	Financial Year	Gross Turn Over (INR)	If GTO is from combined business, then above 50% GTO from International Cargo handling
1.			
2.			
3.			
4.			
5.			

Certificate from the statutory Auditor

This is to certify that..... (Name of the Bidder) has completed the above business transactions as per eligibility criteria mentioned in above NIT clause 1.1.2 and has received the payments shown above against the respective years on account.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm:

- 1) In the event that the Bidder does not wish to disclose its Gross Turnover, it may state that it has received more than the amount specified in the aforesaid certificate.
- 2) In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.
- 3) If the balance sheet shows combined business of other kind, then at least 50% of turnover should be from international cargo handling.
- 4) The bidder shall also attach copy of the work award letter, certificate issued by statutory auditor of the company/ firm specifying tonnage for the year for which experience is claimed (as per Annexure M)

Undertaking by Bidder

(To be forwarded on the letter head of the Bidder)

It is certified that:

- a) our Firm or an individual or a business establishment has not been ordered by Court of Law to pay the outstanding dues of AAICLAS/AAI at any of the Airports as a whole and has no such dues to AAICLAS/AAI.
- b) Its firm or its partners or its Directors have not been Debarred/black listed by CBI or AAI/AAICLAS or Public Sector Undertakings/Departments like Railway, Défense, or any other Department of Govt. of India, State Govt. Deptt. or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/ World Health Organization etc.
- c) Its Firm has not facing any action under PPE Act, with AAICLAS.

Yours faithfully,

(Signature, name and designation / Seal of the authorized signatory)
For and on behalf of



ANNEXURE-I

LIST OF NEAR RELATIVES EMPLOYED IN AAI/AAICLAS

S No	Name of Employee	Designation	Place of Posting

Note: No relative is employed please declare as "NIL"

(Signature, name and designation/Seal of the authorized signatory)
For and on behalf of



ANNEXURE: J

FORMAT OF OUTSTANDING DUES/ NO DUES CERTIFICATE

1. Name of Contract :
2. Agreement No. :
3. Stipulated Date of Start of Contract :
4. Actual Date of Start :
5. Date of Completion / Termination :
6. Amount of SD available with validity period
7. Amount of Outstanding Dues upto mm/dd/20..... (Disputed and un-disputed
amounts to be shown separately

Item	Disputed Amount (Rs)	Un-disputed Amount (Rs.)	Remarks
Licence Fee			
Space Rent			
Royalty			
Interest			
Any other item			
Total			

8. Details of any arbitration/litigation

Signature

Name: [●]

Designation: [●]

..... Airport

Note: A separate certificate has to be produced in respect of each contract

ANNEXURE-K**MUST READ INSTRUCTIONS BEFORE FILLING:**

Validate

Print

Help

Item Rate BOQ

Tender Inviting Authority: Regional Manager, AAI Cargo Logistics and Allied Services Company Ltd.(AAICLAS), Chennai Airport, Chennai

Name of Work Appointment of Cargo Service Provider on Job Contract Basis for Providing Total Cargo Handling Services Including Data Capturing, Up-Keeping, & Allied Services at International Air Cargo Complex and Allied Areas at Chennai Airport for AAICLAS to Discharge its Air Cargo Terminal Operator (CTO) Functions

Contract No:

Bidder Name

:

PRICE SCHEDULE

(This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Excluding GST and other applicable Taxes	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
	Appointment of Cargo Service Provider on Job Contract Basis for Providing Total Cargo Handling Services Including Data Capturing, Up-Keeping, & Allied Services at International Air Cargo Complex and Allied Areas at Chennai Airport for AAICLAS to Discharge its Air Cargo Terminal Operator (CTO) Functions	1.000	MT		0.00	INR Zero Only
Quoted Rate (per MT) in Words excluding GST		INR Zero Only				

Note:

- 1) Bidders shall submit the financial BID in the formats at Annexure-K on online CPP Portal ("Financial BID") as per the guidelines on <http://etenders.gov.in> by the Bidder's Authorized Representative.
- 2) While submitting the Financial BID, the Bidder shall ensure the following:
 - i. The Financial BID shall take into account all expenses except applicable GST and other applicable taxes. Rates shall be expressed in INR.
 - ii. The estimated cost given is excluding GST which may be kept in mind while quoting the rates.
- 3) Estimated cost has been arrived at by taking in to account total resources cost on Central Govt. Minimum Wages (Order dated 06.05.2020), PF, ESI, Bonus, leave reserve, Dedicated resources to Airlines at prevalent rate, Uniform cost, cost of security and DG related trainings on requirement of BCAS, IATA & Airlines and other trainings, etc based on the resources requirement needed to handle the import and export tonnage of the year 2019-20 i.e., 2,34,349 MT excluding Air India /AIATSL handled Export Cargo at Chennai.
- 4) 20% reduction of deployment of resources on Gazette Holidays & Sundays in General shift resources also taken into account.
- 5) Service Provider may maintain parallel record electronically or manually for each of his services at his own cost / stationery.



INTEGRITY PACT

(To be uploaded with Technical Bid)

This Pact made this day of Two thousand Twenty between AAI Cargo Logistics and Allied Services Company Ltd. (A 100% Subsidiary of Airports Authority of India – A body Corporate constituted by the Central Government under the Airports Authority of India Act, 1994) and having its Corporate Office at AAICLAS Complex, Delhi Flying club Road, Safdarjung Airport, New Delhi-110003, hereinafter called the AAICLAS (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chief Executive Officer or Chief Operating Officer, AAICLAS, Officers or any of them specified by the Chief Executive Officer in this behalf, and shall also include its successors and permitted assigns) of the one part;

AND

represented by of the other part, hereinafter called the "Bidder" (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder) WHEREAS the AAICLAS intends to award, under laid down organizational procedures, tender/ contract for "Appointment of Cargo Service Provider on Job Contract Basis for Providing Total Cargo Handling Services Including Data Capturing, Up-Keeping, & Allied Services at International Air Cargo Complex and Allied Area, AAICLAS, Chennai Airport, Chennai, for AAICLAS to discharge its Air Cargo Terminal Operator (CTO) functions"

The AAICLAS, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders.

WHEREAS the AAICLAS is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the AAICLAS hereby adopts the instrument developed by the renowned international non-governmental organization "Transparency International" (TI) headquartered in Berlin (Germany). The AAI/AAICLAS will appoint an **Independent External Monitor (IEM)** who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the AAICLAS for
In response to the NIT (Notice Inviting Tender) dated bidder is signing the contract for execution of

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to Enabling AAICLAS to obtain the desired said execution of works at a competitive price in conformity with the defined

specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling AAICLAS, Bidder to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and AAICLAS will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the AAICLAS

- 1.1 The AAICLAS undertakes that no official of the AAICLAS, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The AAICLAS will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the AAICLAS will report to the appropriate AAICLAS office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the AAICLAS with full and verifiable facts and the same is prima facie found to be correct by the AAICLAS, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the AAICLAS and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the AAICLAS, the proceedings under the contract would not be stalled.

Commitments of Bidders/Firms/Agencies/Companies

The Bidder commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 3.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AAICLAS, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.1.1 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AAICLAS or otherwise in procuring the

Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the AAICLAS for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the AAICLAS.

- 3.1.2 The Bidder has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.2 The Bidder shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.3 The Bidder shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of AAICLAS or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.5 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.6 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the AAICLAS as part of the business relationship, regarding plans, technical BIDs and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged. *Speed • Reliability • Sustainability*
- 3.8 The Bidder will inform to the Independent External Monitor. I) If he receives demand for an illegal/undue payment/benefit. Ii) If he comes to know of any unethical or illegal payment/benefit. Iii) If he makes any payment to any AAICLAS's associate(s).
- 3.9 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the AAICLAS, or alternatively, if any relative of an officer of the AAICLAS has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- 3.12 The Bidder/Firm shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the AAICLAS.

- 3.13 That if the Bidder, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the AAICLAS is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

- 4.1 The Bidder declares that no previous transgression occurred in the last Five (05) years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.
- 4.2 The Bidder agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That if sub-Service Provider(s)/ associate(s) engaged by the bidder, with the approval of the AAICLAS after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crores (Rupees Zero point five Crores.) will be required to sign this Pact by the bidder, and the same will be submitted to AAICLAS before doing/ performing any act/ function by such subService Provider(s)/ associate(s) in relation to the contract/ work.
- 4.4 That the AAICLAS will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.5 That if the Bidder(s) does/do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. AAICLAS will terminate the contract and initiate appropriate action against such Bidder(s).

Speed • Reliability • Sustainability

- 5.0 Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond:

While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC. I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.

6.0 Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts:

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the AAICLAS to take all or any one of the following actions, wherever required: -
- To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- iii. If the AAICLAS has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the AAICLAS is entitled to forfeit the earnest money deposited/bid security.
 - iv. To recover all sums already paid by the AAICLAS, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the AAICLAS in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the AAICLAS, in order to recover the payments, already made by the BUYER, along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the AAICLAS resulting from such cancellation/rescission and the AAICLAS shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the AAICLAS.
 - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In case where irrevocable Letters of Credit have been received in respect of any contract signed by the AAICLAS with the BIDDER, the same shall not be opened.
 - x. Forfeiture of Performance Bond in case of a decision by the AAICLAS to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - xi. That if the AAICLAS have terminated the contract under section 2 or 3 or 4 or if the AAICLAS is entitled to terminate the contract under section 2 or 3 or 4, the AAICLAS shall be entitled to demand and recover from the Service Provider damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher and
 - xii. That the Bidder/Firm agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder can prove and establish to the satisfaction of the AAICLAS that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the AAICLAS.
- 6.2 The AAICLAS will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 That if the Bidder applies to the AAICLAS for premature revocation of the debarment and proves to the satisfaction of the AAICLAS that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the AAICLAS may, if thinks fit, revoke the debarment prematurely considering the facts and

circumstances of the case, and the documents/evidence adduced by the Bidder for first time default.

- 6.4 That a transgression is considered to have occurred if the AAICLAS is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of the AAICLAS to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

Allegations against Bidders/ Sub-Service Providers/ Associates:

That if the AAICLAS receives any information of conduct of a Bidder or Sub-Service Provider or of an employee or a representative or Associates of a Bidder, Service Provider or Sub- Service Provider which constitute corruption, or if the AAICLAS has substantive suspicion in this regard, the AAICLAS will inform the Vigilance Department for appropriate action.

8.0 Independent External Monitor(s)

- 8.1 That AAICLAS has appointed competent and credible Independent External Monitor(s) for this Pact.
- 8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Service Provider or AAICLAS.
- 8.3. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of AAICLAS.
- 8.4 That the Bidder accepts that the Monitor has the right to access without restriction to all tender/bid documentation of AAICLAS including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/bid documentation including minutes of meeting. The same is applicable to Sub – Service Providers and Associates. The Monitor is under obligation to treat the information and documents of AAICLAS and Bidder/ Sub- Service Providers/ Associates with confidentiality.
- 8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of AAICLAS and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/suggestions. 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.
- 8.6 That the AAICLAS 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 AAICLAS and the Bidder. The parties offer to the Monitor the option to participate in such meetings.

- 8.7 That the Monitor will submit a written report to the Chairperson of the Board of the AAICLAS within 2 weeks from the date of reference or intimation to him by the AAICLAS and, should the occasion arise, submit BIDs for correcting problematic situations.
- 8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word 'Monitor' would include singular and plural.
- 9.0 **Facilitation of Investigation.**
In case of any allegation of violation of any provisions of this Pact or payment of commission, the AAICLAS or its agencies shall have entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.
- 10.0 **Law and Place of Jurisdiction.**
That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the AAICLAS, as applicable.
- 11.0 **Other Legal Actions**
- 11.1 That the changes and supplements as well as termination notice need to be made in writing.
- 11.2 That if the Bidder is a partnership or a this Pact must be signed by all the partners and consortium members or their authorized representatives.
- 12.0 **Pact duration (Validity)**
- 12.1 That this Pact comes into force when both the parties have signed it. It expires for the Bidder 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 12.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairperson/Managing Director of the AAICLAS.
- 12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 13.0 **Company Code of Conduct**
Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.
- 14.0 This Integrity Pact is being submitted by the Bidders as a part of the documents comprising the bid. The AAICLAS reserves the right to execute this pact at any

time after the submission of bid and this Pact shall be deemed to have been validly executed by the parties. The Bidders shall continue to be bound by the provisions of this Pact during the bidding process.

15.0 The parties hereby sign this Integrity Pact at _____ on _____

BIDDER	AAICLAS
Name	Name
Designation	Designation

Witness 1:

Witness 2:



ANNEXURE-M

Performa for Experience on Handling of International Cargo (Tonnage)

To be issued by statutory auditor of the company/firm or chartered accountant, in case the bidder does not have statutory auditor, it self-provides the certificate from its chartered accountant that ordinarily audits the annual accounts of the bidder

Based on the books of accounts & audited Financials working provided, we hereby confirm that M/s

.....
.....

Has handled annual cargo (in tons) as per clause 1.1.1 of the Eligibility criteria of tender of AAI Cargo Logistics and Allied Services Company Ltd as per following format.

Financial Years	Total Cargo Tonnage handled (in Metric Tons)			
	Facility/ station I	Facility/ station II	Facility/ station III	TOTAL
2013-14				
2014-15				
2015-16				
2016-17				
2017-18				
2018-19				
2019-20				

Speed • Reliability • Sustainability

Note: please attach letter of the award of the contract and its successful completion certificate from the user agency. In case of the Cargo Terminal operators.

FORM OF BANK GAURANTEE

(to be executed on Non-judicial stamp paper of Rs. 100/- by the tenderer)

AAI CARGO LOGISTICS AND ALLIED SERVICES
COMPANY LTD.

AAICLAS Complex,
Delhi flying Club Road,

Performance Guarantee No:

Amount of Guarantee:

Guarantee covered from:

Last date of

Lodgment of claim:
Safdarjung Airport,
New Delhi-110003

Whereas M/s....., having its registered office at
.....,
(hereinafter called The Bidder/Service Provider which expression wherever the
context so requires shall include their successors and assigns) have entered into
contracts for- vide, Work Order No.

..... Dtd.
**AAICLAS Complex, Delhi flying Club Road, Safdarjung Airport, New Delhi-
110003**

(hereinafter referred to as "The Company" which expression wherever the context so
requires shall include their legal heirs, successors, administrators, executors, assigns).

At the request of the Bidder/Service Provider and in consideration of the
Bidder/Service Provider having to furnish a Bank Guarantee for a sum of

as performance guarantee for the due performance/compliance of all the
obligations/terms and conditions stipulated in these contracts, we
.....(bank),

..... Branch,
....., (hereinafter referred to as
'The Bank'), bind ourselves irrevocably as guarantor and hereby unconditionally
undertake to pay on demand to the Company a sum of **Rs.**

only, in aggregate at any time, without any demur, protest, reservation,
recourse, contestation and without any reference to the Bidder/Service Provider. Any
such demand made in writing by the Company on the Bank that the bidder/Service
Provider has committed breach of the obligations/terms and conditions stipulated in
the contract/Purchase Order shall be final, binding and conclusive on the Bank,
notwithstanding, the existence of any dispute or difference between the
bidder/Service Provider and the Company or any such dispute or difference pending
before the tribunal, Arbitrator or court or other authorities.

This guarantee shall not be revocable by notice or otherwise and shall be a continuing
guarantee during its currency until it is discharged by the company in writing. The
company shall have the fullest liberty, at any time, without affecting in any way the
liability of the Bank under this guarantee to extend the time for performance of the
contract or vary the obligations/terms and conditions of these contracts. The

Guarantee contained herein shall also not be impaired or discharged for any forbearance or indulgence shown by the company to the bidder/Service Provider, any omission or commission on the part of the company or in any other manner whatsoever,

The Bank also agrees that the company at its option shall be entitled to enforce this guarantee against the bank as the principal debtor in the first instance without proceeding against the bidder/Service Provider notwithstanding any security or other guarantee that the company may have in relation to Bidder/Service Provider's Liabilities.

The Bank further agrees that the guarantee herein contained shall not be affected by any change in the constitution of the Company or the constitution of the bidder/Service Provider.

Notwithstanding anything contained herein above:

1. Our liability under this Bank guarantee shall not exceed _____
2. This Bank Guarantee shall be valid up to _____,
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if Company Provide a written claim or demand to the Bank on or before _____

"All claims under this guarantee will be payable through
....."

"This guarantee will be returned to the Bank as soon as the purpose for which it is issued is fulfilled". The BG Confirmation Letter No. is an integral Part of the BG No. - Dated –

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For Bank name

Place:

Date:

ANNEXURE O

1. Indicators for approximate Deployment of Resources at Export & Import Cargo Complex (IMPORT COMPLETE HANDLING & EXPORT IN AAICLAS OPERATIONAL AREA)

*Reduction in deployment of resources on Gazette Holidays & Sundays in General shift resources at 20% may be done.

S.No	Category		
1	AGM/Manager/Duty officer (highly skilled)		
	EXPORT	IMPORT	TOTAL
	12	10	22
2	W/H Sup., R. Sup, Data executive, B/T Sup., Operator (Skilled), Upkeeping Supvr.		
	EXPORT	IMPORT	TOTAL
	62	85	147
3	Unskilled- Operations (570) & Upkeeping (16)		
	EXPORT	IMPORT	TOTAL
	316	270	586
Total			755

2. Indicators for approximate Deployment of Resources for Dedicated Services to Airlines

(for the current bunch of airlines handled by existing Service Provider of AAICLAS)

Speed • Reliability • Sustainability

S.NO	DESIGNATION	Indications of appropriate Resources
1	SR MANAGERS	1
2	DUTY OFFICERS	2
3	MANAGERS	10
4	SUPERVISORS	92
	TOTAL	105

Note:

Dedicated resources to be additionally deployed by the Service Provider on augmentation of no. of airlines in AAICLAS Cargo Handling Area and as directed by RM, AAICLAS **within the PER TONNE RATE quoted by the successful bidder and no compensation shall be payable by AAICLAS.**

ANNEXURE P

BCAS Security Clearance and Approval of Security Program of Service Provider from BCAS is mandatory before applying for AEP for their employees

Guidelines for processing for obtaining Airport Entry Permits (AEPs)

May appoint an AVSEC Trained Security coordinator for processing of AEP.

Documents required:

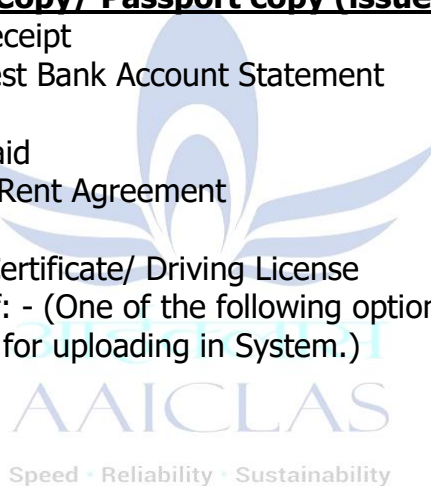
- (a) AEP form can be obtained from RD BCAS office, AAI office or may be downloaded from BCAS Website.
- (b) Photograph to be pasted on the AEP form (in white back ground and face should occupy about 70% of area in the photograph),
- (c) Hard copy of last issued BCAS AEP ID Card is required to be submitted for record purpose, if any.

i) For Residential Address (one of the following documents is required):

- Voter ID Card
- **Police Verification Copy/ Passport copy (issued in last five years).**
- Gas Refill Payment Receipt
- Bank Passbook – Latest Bank Account Statement
- Electricity Bill
- Telephone Bill Post Paid
- Notarized Registered Rent Agreement
- Water Bill
- Vehicle Registration Certificate/ Driving License

ii) For Current Address Proof: - (One of the following options is to be chosen only for declaration purpose and not for uploading in System.)

- Aadhar Card
- BSNL Telephone Bill
- Electricity Bill
- Passport
- Rental Agreement



Soft copies and hard copies of the mandatory documents are to be submitted for processing of AEP as mention below: -

- a) Aadhar Card
- b) Address Proof as mentioned above in point (i)
- c) Company ID Card with Photo
- d) AVSEC Awareness Attendance Sheet
- e) Appointment letter/Posting Order/Transfer Order/Promotion Order. (in case of new appointment / transfer / designation change
- f) AEP Application (attached) to be hand filled by black ink on back to back print, by applicant and signed by black ink.

Note: Each document size to be uploaded shall be less than 2.5 MB. Scanned photo size shall be less than 30 KB. Acceptable formats are .pdf and .jpg.

For any other information and clarification kindly refer BCAS website / contact AAICLAS Security Directorate or O/o RD BCAS (Chennai).
