

TENDER DOCUMENT FOR THE SUPPLY

OF

AIRCRAFT NOSE GEAR TOWBAR

TRACTOR WITH MINIMUM AIRCRAFT

WEIGHT OF 560000 KG

TENDER DOC NO: AIATSL/CB-3/19-20

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**SCHEDULE OF TENDER**

TENDER NO	AIATSL/CB-3/19-20
SCOPE OF WORK	SUPPLY OF AIRCRAFT NOSE GEAR TOWBAR TRACTOR WITH MINIMUM AIRCRAFT WEIGHT OF 560000 KG, QTY 3
TENDER ISSUER	AIR INDIA AIR TRANSPORT SERVICES LIMITED
DATE OF ISSUE OF TENDER DOCUMENT	03 <sup>rd</sup> JULY, 2019
LAST DATE OF SUBMISSION OF BIDS	31 <sup>st</sup> JULY, 2019 ON OR BEFORE 1100 HOURS
DATE OF OPENING OF TECHNICAL BIDS	31 <sup>st</sup> JULY, 2019 AT 1200 HOURS
PLACE OF SUBMISSION & OPENING OF BIDS	AIR INDIA AIR TRANSPORT SERVICES LIMITED, 2 <sup>nd</sup> FLOOR, AIR INDIA BUILDING, IGI AIRPORT, TERMINAL II, NEW DELHI 110037
DATE OF PRICE BID OPENING	WILL BE COMMUNICATED TO SUCCESSFUL TECHNICAL BIDDERS

**TENDER NOTICE**

Air India Air Transport Services Ltd (AIATSL) providing Ground handling Services at most of the Indian Airports, invites Sealed / Closed Tenders from the manufacturers for the supply of **Aircraft Nose Gear Towbar Tractor, Quantity 3**, as per following Annexures

- Technical Specifications - Annexure- A
- Integrity Pact - Annexure- A1
- Price Bid - Annexure - B

Reference: AIATSL/CB-3/19-20 Date: 03<sup>rd</sup> July 2019

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

- 1.1 **TECHNICAL BID (COVER – I)**

To be super scribed with **“Technical Bid for the Tender Reference:**

**AIATSL/CB-3/19-20 due on: 31<sup>st</sup> July, 2019”** and must contain the following:

Tenderer’s response to tender Terms & Conditions, Pre-Qualification Criteria,

Annexure – A (Technical Specification compliance) and Annexure A1 (Integrity Pact).

- 1.2 **PRICE BID (COVER – II)**

To be super scribed with **“Price Bid for Tender Reference: AIATSL/CB-3/19-20” due on: 31<sup>st</sup> July, 2019** and must contain the following:

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

- 1.3 **TENDER SUBMISSION:-**

The two sealed envelopes i.e. one Technical Bid (Cover I) and one Price Bid (Cover II)) should be further put in a Master Envelope super scribed with

**“Tender Reference: “AIATSL/CB-3/19-20 For Aircraft Nose Gear Towbar Tractor, Quantity 3, due on 31<sup>st</sup> July, 2019”.**

The above should be submitted at the following address **by 1100 hrs on or before 31<sup>st</sup> July, 2019.**

**AIR INDIA AIR TRANSPORT SERVICES LTD.  
2<sup>nd</sup> FLOOR, AIR INDIA GSD COMPLEX,  
IGI AIRPORT, TERMINAL II,  
NEW DELHI 110037.**

## 2. DEFINITIONS

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

## 3. TENDER TERMS AND CONDITIONS

### 3.1 SCOPE OF TENDER AND OBLIGATIONS:-

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

- a. The Tenderer should ensure that:-
  - i) The Tender document should be neatly typed and signed on numbered pages filed in binding folder.
  - ii) Corrections/over writing, if any, should be duly authenticated with full signature of the person who is signing the tender (**initials will not be accepted**).
  - iii) Attached documentary proof in binding folder should be indexed chronologically, labeled and countersigned.

**Noncompliance to any of the above shall be liable for tender rejection.**

- b. Tenders received late, delivered at different address other than as specified in the tender/ or lost in transit will not be accepted irrespective of whether the delay has arisen on account of the delivery system, i.e. postal, courier etc.
- c. Tenders received through fax and / or email will not be considered.
- d. Tenders that are incomplete are liable to be rejected.
- e. On the date of opening of the tender, the "PRICE BIDS" would be kept in the custody of Air India Air Transport Services Ltd in sealed condition as received from tenderer. Authorized representatives of the bidder can attend the bid openings. Such authorized

representative must carry an authorization letter on the letterhead of the bidder in the format as given at Annexure C.

- f. The Price bids of only those tenderers, who qualify in the Technical Bid evaluation, would be opened at a later date which will be intimated to technically qualified bidders, in advance.
- g. In case any indication of price is included in the Technical bid, the Bid will be rejected without any reference to the tenderer. No correspondence will be entertained in this regard.
- h. Validity of Quotes: The Price quoted should remain valid for acceptance for a minimum period of 120 days from the date of opening of the tender.
- i. Air India Air Transport Services Limited, reserves the right to accept / reject any / all offers without assigning any reasons.
- j. The successful tenderer shall supply and deliver equipment/item to Air India Air Transport Services Limited as per Delivery Point / Commissioning Region in the terms of the tender
- k. Air India Air Transport Services Limited has the right to reduce / increase the quantity of equipment/item without any increase in unit price. During the course of tender and warranty / extended warranty period, based on the future requirement the unit location may be subject to change.
- l. The successful tenderer shall at its own cost and expense, supply the Equipment and perform the Work:
  - 1) in accordance with the Specifications;
  - 2) in accordance with the Delivery Schedule;
  - 3) in accordance with the best industry practice, diligently, efficiently, in a timely manner with reasonable care and skill to be expected of a reputable supplier experienced in the type of work to be carried out under the tender.
- m. The successful tenderer shall provide AIATSL with a List of Spare Parts/Components required for monthly, half-yearly and yearly preventive maintenance and recommend spare parts/components price list as well as its local agents in India which may be required for extended warranty period and further.
- n. In the event of default, AIATSL reserves the right to cancel the order and can claim damages from successful tenderer and also reserve the right to award the contract to another party at the cost and risk of the successful tenderer.
- o. Intention to Quote:  
You are requested to confirm your intention to quote / regret preferably by email.
- p. Any modification/alteration of the original Tender by the Bidder shall lead to disqualification.

- q. In case any indication of price is included in the Technical bid, the quotation will be summarily rejected without any reference to the tenderer. No correspondence will be entertained in this regard.

### 3.2 COMMERCIAL TERMS

#### **Earnest Money Deposit (EMD):**

**(Noncompliance on EMD terms will lead to disqualification.)**

3.2.1 An Earnest Money Deposit of US \$ 34,460 (USD Thirty Thousand Four Hundred Sixty only) or INR 24,00,000/-(Rs Twenty Four Lakh only) must be submitted by means of Bank Draft or Banker's Cheque in favour of AIR INDIA AIR TRANSPORT SERVICES LIMITED, payable at MUMBAI, and should be submitted along with the Technical Bid(Cover I).

3.2.2 EMD will not carry any interest.

3.2.3 EMD furnished by the unsuccessful bidders will be returned to them free of interest within 45 days of issue of the Purchase Order / conclusion of the contract. EMD of the successful bidder will be refunded without any interest whatsoever, after receipt of Security Deposit or Bank Guarantee in lieu thereof from the bidder.

3.2.4 MSME units are exempted from submission of EMD. However, this exemption is applicable only if the MSME unit is registered for the goods/services tendered for.

3.2.5 EMD of a bidder will be forfeited if the bidder withdraws or amends its bid after the due date, impairs or derogates from the tender in any respect, or declines to accept or honour the Purchase Order / contract if awarded in his favour within the Bid validity period. If the successful bidder fails to furnish Security Deposit or Bank Guarantee within the specified period, its EMD is liable to be forfeited.

### 3.3 PAYMENT TERMS

**(Non acceptance by the Bidder on Payment terms will lead to disqualification):-**

90% payment within 30 days of submission of invoice or receipt of goods, whichever is later and balance 10% after commissioning of the equipment. (Commissioning to be carried out within 15 days from the date of receipt of equipment/items at the Commissioning Regions).

### 3.4 MODE OF PAYMENT

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

i)	Name of the firm  Address  Telephone	
ii)	E-mail Address	
iii)	Name of the Contact Person  Telephone/Mobile No.	
iv)	Bank Mandate(with full Address) <ul style="list-style-type: none"> <li>• Account Name</li> <li>• Name of the Bank</li> <li>• Branch Name</li> <li>• Account Number</li> <li>• Bank Code/MICR No.</li> <li>• Swift Code No.</li> </ul>	

### 3.5 SECURITY DEPOSIT (SD)/PERFORMANCE BANK GUARANTEE (PBG):

**Non Compliance on SD/PBG terms, as below will lead to disqualification:**

The bidder who qualifies for award of PO will have to deposit with AIATSL 5% of the total value on Ex Works price in the Purchase Order towards interest free Security Deposit, within 2 weeks of the receipt of the Purchase Order. Applicable Security Deposit / Performance Bank Guarantee will be in the form of Bank Guarantee/Demand Draft or Bankers Cheque in favour of 'AIR INDIA AIR TRANSPORT SERVICES LIMITED', payable at MUMBAI.

In case of submission of Security Deposit/Performance Guarantee by means of Bank Guarantee/Demand Draft or Bankers Cheque, it may be noted that the original BG has to be forwarded by the Bank directly to Air India Air Transport Services Ltd through registered AD. The expense incurred towards submission of Security Deposit/Performance Bank Guarantee will have to be borne by the successful bidder.

Validity of SD/PBG would be till the warranty period of 2 (two) years and the extended warranty period of 3(three) years plus 1(one) month (total 5yrs+1 month) and will be returned after the completion of all obligations under the Purchase Order/ Contract without interest.

### 3.6 DELIVERY SCHEDULE

**(Noncompliance on Delivery Schedule will lead to disqualification):-**

A minimum of 1 unit in first batch within 20 weeks at Mumbai Port from the date of receipt of PO. Rest of the units within 24 weeks at Mumbai Port from the date of receipt of PO.



**3.7 DELIVERY POINT/RECEIPT**

**(Noncompliance on Delivery Point/Receipt terms will lead to disqualification):-**

**For Foreign Bidders**

Delivery of item should be at CIF (Cost Insurance Freight) Mumbai Port.

Quoted rate should be for CIF, Mumbai Port only.

FOB or ex works rates, High Sea Sales will not be considered.

**For Indian Bidders**

Delivery of item should be at site of Commissioning Region as mentioned in clause 3.9

**3.8 PENALTY CLAUSE**

**(Noncompliance on Penalty Clause terms will lead to disqualification):-**

For the delayed deliveries a penalty of 0.5% per week or part thereof of the value of the undelivered portion of the goods on ex works price, subject to a maximum of 10% of the value of the undelivered part on ex works price, will be recovered from security deposit or from amount due to Tenderer after due notification to Tenderer.

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

**3.9 COMMISSIONING REGION**

Region wise distribution of **Aircraft Nose Gear Towbar Tractor.**

Western Region Qty 1 (Mumbai -1)

Eastern Region Qty 1 (Kolkata -1)

Southern Region Qty 1 (Chennai,-1)

**3.10 WARRANTY**

**(Noncompliance on these terms will lead to disqualification):-**

Warranty of Two years from the date of commissioning against all materials/workmanship defects for the unit as well as for the bought out items.

For any warranty/ Extended warranty, if any, related issue, the Tenderer should respond within 48 Hours. Any un-serviceable equipment beyond 20 days, in a year due to Bidders late response shall attract a penalty of 0.5% per week of submitted SD/PBG. Depleted amount with regard to SD/PBG need to be topped up with in fifteen days by the tenderer. Further the warranty period shall get extended proportionately to the number of days the unit is unserviceable

Bidder should confirm acceptance of Extended Warranty for three years after completion of two years warranty terms. The rates for Extended Warranty should be given in the Financial Bid format.

Warranty should include free servicing and FOC supply of consumable spares including oils, grease, filters and coolants and all other spares at AIATSL premises where the equipment is positioned.

Extended Warranty should include periodic and break down maintenance including trained manpower with logistics for next three years after successful completion of two years warranty period at AIATSL premises where the equipment will be positioned. However, spares and consumables have to be arranged by the Tenderer and invoice may be raised on AIATSL as per Company's price list.

Daily inspection, as per the schedule provided by the Bidder, will be carried out by AIATSL. Bidder should ensure that above inspections can be performed even by an operator or a driver.

### 3.11 FIRM PRICE

Price should remain firm till the fulfilment of PO liabilities.

### 3.12 EXIT/TERMINATION

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

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

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

### 3.13 ARBITRATION

Any dispute arising between the parties of the construction, interpretation, application, meaning, operation or effect of this document or the validity or breach thereof, shall first be settled by mutual consultation, if dispute remains unresolved after period of 30 days from the date the mutual consultation has started, the matter shall be referred for settlement to 'SCOPE FORUM OF CONCILIATION AND ARBITRATION', Govt. Of India, and the award in pursuance thereof shall be binding on the parties.

### 3.14 JURISDICTION

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

## 4. TECHNICAL TERMS

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

### 4.1 Quality Assurance Certificate

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

### 4.2 Pre Delivery inspection

Pre-delivery Inspection of equipment/item will be carried out by AIATSL

representatives at manufacturer's premises. Local facilities for inspection and testing of equipment are to be arranged by manufacturer.

For inspection on site, the transportation and hotel for the AIATSL representatives is to be arranged by the manufacturer from the nearest Airport.

#### 4.3 Tags

Successful bidder/s should affix non removable tags bearing tag/serial numbers.

#### 4.4 In House Inspection

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

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

#### 4.5 Acceptance/Receipt at earmarked destination

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

#### 4.6 Commissioning and Training

During commissioning of units the bidder shall impart operational training and basic maintenance training at the stations.

Train the trainer programme should also be conducted by the bidder in Metro stations along with training material.

### 5. AWARD DECISION FOR L1

**The Bidder whose net price (on common platform such as landed cost) works out to be the lowest will be determined as L1 for that item/s and order will be placed on lowest quote basis.**

**Foreign Bidders: CIF Value at Mumbai Port, Maharashtra + Customs Duty (will be determined as per Indian Customs Regulations) + Clearing Agent charges.**

**Indian Bidders: Ex-Factory Price+ GST+ other taxes/levies (as per Mumbai Port) + insurance up to Mumbai Port + other charges + Transportation Charges up to Mumbai Port, specifying distance from the factory of Bidder (Transportation charges will be a notional figure which will be used only for the purpose of L1 calculation).**

However payable transportation charges shall be calculated on the basis of actual distance from factory to delivery point of AIATSL station on pro rata basis of quoted rates of transportation from factory to **Mumbai Port**. Insurance charges will be reimbursed on actual.

### 6. TENDERERS REPRESENTATIONS, COVENANTS & INDEMNITIES:-

The tenderer has examined the scope of the Specifications and all other documents, information and requirement of AIATSL, and has satisfied itself as to the adequacy thereof for the performance of this Tender. It is the duty of the tenderer to draw to the

attention of AIATSL any errors, discrepancies or inaccuracies in the Specifications or such other documents which an experienced supplier of the Equipment should reasonably have discovered.

**7. INSURANCE & OTHER OBLIGATIONS:-**

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

## 8. PRE QUALIFICATION CRITERIA (PQC)

Sr.No	Description	Indicate Compliance along with information
1	<p>a) The tenderer must be in the Wide Body Aircraft Nose Gear Towbar Tractor, manufacturing and supplying business for at least last five years i.e. on or before 1<sup>st</sup> July 2014. Supporting document in form of either Purchase Order or Commissioning report or Invoice on or before 1<sup>st</sup> July 2014 is to be submitted.</p> <p>b) Documentary proof of supply of Wide Body Aircraft Nose Gear Towbar Tractor of same Capacity/Model in form of Purchase Order and respective Invoice along with Commissioning Report raised is to be submitted from minimum three <b>different companies (Airline or Ground Handling Agency)</b>, out of which at least two should be supplied in India.</p> <p>c) Certificate of Satisfactory performance from each company for which documentary proof is given as in para 1(b) above.</p>	<p>PO/Commissioning report/Invoice. 1.</p> <p>Purchase Order -3 Commissioning Report-3 Invoice-3.</p> <p>Certificates of Satisfactory performance 1. 2. 3.</p>
2	<p>Tenderer should be a registered company/firm in existence for at least five years. OR Consortium not exceeding three partners. Each partner of the consortium shall be registered Company/firm in existence for at least past five years. Certificate of Company registration to be provided. Consortium Agreement and along with company registration certificate of partner companies to be provided.</p>	<p>Registration No(s) and year of registration.</p> <p>Consortium Agreement date</p>
3	<p>Minimum Average Annual turnover for the FY 2016-17, FY 2017-18, FY 2018-19 Or 2017, 2018 and 2019 (as applicable) should be minimum Rs 50 Crore / equivalent USD.</p> <p>Copies of <b>Certified</b> Financial Statement for above mentioned period to be submitted. <b>Pro forma statement is not acceptable.</b></p>	<p>Turnover- year wise(Currency to be reflected) 1. 2. 3. Financial Statement to be attached 1. 2. 3.</p>

4	As on date of submission of the tender, the tenderer or its parent company or subsidiary, or a group company should not have been black listed / debarred by Air India / AIATSL or any of the State or Central Government of India or Organization of State or Central Government of India. <b>Under taking by the tenderer to be submitted</b> as per Annex I	
5	PAN No. /GST / Service Tax Regn. No.(As applicable)	1.PAN 2.GST 3. Service Tax Reg. No 4.Corrospoding details applicable for Foreign Bidders
6	Certified acknowledgement copy of Income Tax returns for three Financial Years, FY 2016-17, FY 2017-18, FY 2018-19 or 2017, 2018 and 2019, (as applicable), duly certified to be submitted.  Foreign companies must give relevant tax certificates/tax exemption certificate.	Year wise Income Tax payment/returns details. 1. 2. 3. 4. As applicable for Foreign Bidders
7	EMD to be submitted along with Technical Bid.	EMD Draft no., Date and Bank
8	For warranty / extended warranty repair, the job should be undertaken by the manufacturer, in case the repair job is to be carried out by the authorized dealers / representatives, they should have Bureau of Civil Aviation Security (BCAS) clearance.  Authorized dealers/ representatives BCAS clearance should be submitted.	BCAS clearance details:

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

#### 9. CLARIFICATIONS:-

Amendments and clarifications, if any, to this tender will be hosted on the website of AIR INDIA and AIATSL. AIATSL will not intimate the tenderers individually of the same. The tenderers are, therefore, advised to visit the AIR INDIA & AIATSL website regularly till the date of closing of the tender. The last amendment, if any, will be hosted a minimum of seven days before the closing date of the tender.

For tender clarifications please contact

1. Mr Shankar Mahto on email:

Shanker.Mahto@airindia.in

Contact No: 011 2560 3332

2. Mr. Anish Chaudhari on email:

Anish.Chaudhari@airindia.in

Contact No: 011 2560 3311

**10. POINT OF CONTACT:-**

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

## ANNEXURE-I

## DECLARATION

(To be given on Company's Letter Head)

Date.....

To  
 AIATSL,  
 Capital Budget & Projects,  
 Air India Air Transport Services Limited,  
 Air India Complex,  
 IGI Airport, Terminal II,  
 New Delhi 110037.

Dear Sir,

Ref: Tender No. AIATSL/CB-3/19-20

I/We,..... hereby confirm that our  
 Firm/Company /Group/Group Company has not been black listed / debarred by  
 Air India / AIATSL or any of the State or Central Government of India or  
 Organization of State or Central Government of India.

Place:

Signature of Tenderer.....

Name.....

Designation.....

Seal/Stamp



## TECHNICAL SPECIFICATIONS - ANNEXURE A

### FUNCTIONAL SPECIFICATIONS FOR AN AIRCRAFT NOSE GEAR TOWBAR TRACTOR FOR AN AIRCRAFT WEIGHT OF MINIMUM 560 TONS

**PURPOSE:** The purpose of this specification is to specify the basic requirement for a tractor capable of pushing and/or towing commercial type aircraft in conjunction with a tow-bar.

S No	Functional Specification	To be filled up by the Tenderer
1.	(a)Basic Information (Provide Brochure).	
	(b) Contact Person Details, e mail & phone number	
	(c)Model Offered	
	(d)Dimension	
	(e)Turning Radius	
	(f)Weight(in kgs)	
	(g)Drawbar Pull(in kN)	
2.	<b>GENERAL</b>	Indicate Compliance along with information
2.1	Air India Air Transport Services Limited reserves the right to inspect the equipment and reject it, if found defective in workmanship or otherwise, for use and purpose intended or not in compliance with the specifications.	
2.2	These specifications are guidelines. Minute features of the equipment are not included in the scope of the specification. These will be finalized mutually between Air India Air Transport Services Limited and supplier at drawing stage & during the development by the seller. Any deviation in the specification shall be permitted after consent of Air India Air Transport Services Limited.	
2.3	These requirements are to be read in conjunction with the following codes/standards of IATA.The manufacturer of the equipment shall be responsible for its design and structural standards by meeting the standards of IATA (AHM 905-910-913-914-915-916-955) of 39 <sup>th</sup> edition, as applicable.	
2.4	The Tractor to perform Pushback/Towing Operation of Aircraft weight of minimum 560000 kgs	
2.5	The weight of the Pushback Tractor should be minimum 70Ton	
3	<b>GENERAL REQUIREMENTS</b>	
3.1	<b>MOBILITY</b>	
3.1.1	The unit shall be capable of a travelling speed of 25 kmph without payload and a fully loaded (towing) speed of 12 kmph.	Specify
3.1.2	A non-jerking push / pull operation is necessary when aircraft is connected.	

4	<b>ENGINE:</b>	
4.1	Deutz Diesel Engine (Complying with latest emission norms minimum EURO 3 / Bharat Stage III standards are must. Vendor to submit engine performance parameters and performance curves showing the engine meets the HP and Torque requirements in conjunction for towing / pushback operation of Aircraft with the specification as mentioned in Sr No 2.4	
4.2	i) Arrangement to be made with Engine Dealers / representatives for providing free servicing during warranty period at our premises.(24 months after commissioning).	
4.3	Engine safety: Following safeties to be provided.	
4.3 1	i) Low oil pressure – Engine to cut off with warning	
4.3 2	ii)High engine temperature – Engine to cut off with warning	
5.	Only Single operating closed cabin station to be provided	
6.	Close cabin should be suspended type and elevating to have adequate field to view with seating for the driver and one additional person.	
7.	The tractor should be LEFT HAND DRIVE	
8.	Mirror shall be installed to provide the driver with good rearward vision as well as a view of both the forward and aft tow hitches.	
9.	Controls and warning lights shall be grouped and located so as to be convenient to the operator:	
10.	STEERING SYSTEM on tractor should comply following: Hydraulic powered steering system with Four wheel steering mode.	
11.	<b>BRAKING SYSTEM OF TRACTOR SHOULD COMPLY FOLLOWING</b>	
11.1	Braking system should comply with AHM 955-Point No7 as follows	
11.1.1	The tractor shall be equipped with a fail-safe braking system operating on all four wheels	
11.1.2	The parking brake shall engage on at least two wheels and shall hold a fully ballasted tractor in NEUTRAL shift at standstill on a maximum slope for ramp areas as published in ICAO Annex 14 Aerodromes Volume 1-Aerodrome Design and Operations.	
11.1.3	Parking brake emergency release shall be provided at easy to operate position.	
11.1.4	An Indicator light shall be provided to advise the operator that the parking brake is applied.	
11.1.5	A warning device shall indicate a malfunction of the service brakes.	
11.1.6	Parking brake interlock system to prevent tractor movement with brakes applied should be provided.	

12.	<b>ELECTRICAL SYSTEM OF THE TRACTOR SHOULD COMPLY FOLLOWING:</b>	
12.1	Electrical system voltage should be 24 volts DC.	
12.2	Electrical system & components shall comply with AHM 910 point 11 of 39 <sup>th</sup> Edition.	
12.3	Electrical wiring should be properly numbered or colour coded.	
12.4	Control Panel should be back-lit with clear visibility at night.	
12.5	Anti-collision Amber light – flashing type qty. 02 should be provided(60-80 flashes/min)	
12.6	All switches and controls should be weatherproof.	
12.7	Starter interlock relay to be provided.	
13.	<b>TRANSMISSION</b> of the tractor should comply following:	
13.1	Full power shift transmission	
13.2	Following Transmission protection system should be provided. For engine/transmission to cut off in case of: High transmission oil temperature Low transmission oil pressure	
13.3	A suitable interlock mechanism to prevent shifting of transmission lever, directly from forward to reverse and vice versa	
14	<b>EMERGENCY OPERATIONS:</b> Tractors should be provided with following emergency operations for convenient and simple operation:	
14.1	Emergency parking brake release system	
14.2	Emergency steering system.	
14.3	Emergency freewheeling arrangement for towing of the tractor.	
14.4	Emergency engine stop button (Red mushroom type) shall be provided and installed at a convenient position on the unit to allow for immediate shut down in the event of emergency.	
14.5	Cushioned tow hitches should be provided on both ends of tractor, conforming to AHM 916. The Pin diameter should be 76 mm and to be provided with chain.	
15	<b>OTHER FEATURES</b>	
15.1	Water drain valve on fuel tank and water separator device should be provided in fuel system.	
15.2	One spare wheel should be provided with each unit.	
15.3	Aircraft wheel chocks storing facility should be provided.	
15.4	Foldable or integral steps for climbing on top of tractor should be provided.	
15.5	The lowest point of the structure shall not be less than 200mm above the ground, as per AHM 955.	
15.6	Chassis should be provided with Single point lubricating system through an automatic lubricating system that inject lubricant to the points requiring regular lubrication.	
15.7	Components like Engine, Starter, Batteries, fuel tanks &	

	Hydraulic tanks should be conveniently accessible for maintenance purpose.	
15.8	Painting as per AIATSL (RAL 3020) colour scheme in polyurethane paint.	
15.9	Two units 2 Kg ABC Type fire extinguisher per unit.	
15.10	Tandem towbar should be provided to meet towing requirement of disabled tractor.	
15.11	Suitable lifting point to be provided to facilitate loading and unloading of the Equipment as per AHM 910 Sec – 9.2	
15.12	Maintenance , Operation Manual and Parts catalogue for the component should be provided with each unit including vendor items	
15.13	On board self-diagnostic system for easy fault detection.	

## ANNEXURE II

(To be given on Company's Letter Head)

## SUPPLY OF SPARES FOR NEXT TEN YEARS

Date.....

To  
Capital Budget & Projects,  
Air India Air Transport Services Limited,  
Air India Complex,  
IGI Airport, Terminal II,  
New Delhi 110037.

Sir

Ref: Tender No AIATSL/CB-3/19-20

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

Signature.....

Name.....

Designation.....

Seal/Stamp

**INTEGRITY PACT – ANNEXURE A1****INTEGRITY PACT**

BETWEEN

Air India Air Transport Services Ltd hereinafter to as the “The Principal”,

and

..... hereinafter referred to as “The Bidder / Contractor”

**PREAMBLE**

The Principal intends to award, under laid down organizational procedures, contract (s) for..... . The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

**Section 1 – Commitment of the principals**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. The word 'take' shall also include the past and future.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process/ provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the Principal, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2- Commitments of the bidder(s) / Contractor(s)**

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

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (Page nos. 7-8).
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Contractor/Bidder and in the agreement entered into by the Principal with the Contractor/Bidder.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences or acts outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at Page nos. 9-20.

### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security and other actual damages due to the consequential delay.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal

shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

3. The Contractor/Bidder shall not be entitled to claim from the Principal any amounts either as damages or otherwise, on account of termination.

#### **Section 5 - Previous transgression**

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### **Section 6 - Equal treatment of all bidders/Contractors/Subcontractors**

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

#### **Section 7 - Criminal charges against violating Bidder(s)/Contractor(s) / subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8 - Independent External Monitor/Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to the Chairman, Air India Air Transport Services Limited.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.

The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.



4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, Air India Air Transport Services Ltd. within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent/Govt Directors on the Air India Air Transport Services Ltd Board.
8. If the Monitor has reported to the Chairman, Air India Air Transport Services Ltd, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Air India Air Transport Services Ltd has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

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

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

### **Section 10 - Other provisions**

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

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members and in the case of a Company an authorized representative.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(On behalf of the principal)

(For & on behalf of  
Office Bidder/Contractor)  
(Office seal)

Place: .....

Date: .....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

### **GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with Air India Air Transport Services Ltd Departments/Stations shall apply for registration in the prescribed Application -Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by Air India Air Transportation Ltd Departments/Stations.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties *have* stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (I.e. Principal) before finalizing the order.

## 2. DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA, IF ANY.

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
- 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by Air India Air Transport Services Ltd in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
- 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by Air India Air Transport Services Ltd in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph- 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by Air India Air Transport Services Limited .Besides this there would be a penalty of banning business dealings with Air India Air Transport Services Limited or damage or payment of a named sum.

# **GUIDELINES ON BANNING OF BUSINESS DEALINGS**

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## **1. Introduction**

1.1 Air India Air Transport Services Ltd., a wholly owned subsidiary of Air India Limited, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of the Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. Air India Air Transport Services Ltd has also to safeguard its commercial interests. Air India Air Transport Services Ltd deals with *Agencies*, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of Air India Air Transport Services Ltd to deal with Agencies who commit deception, fraud or exercise of coercion or undue influence or other misconduct in the execution of contracts awarded / orders

issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on Air India Air Transport Services Ltd to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

## 2. Scope

- 2.1 The General Conditions of Contract (GCC) of Air India Air Transport Services Ltd generally provide that Air India Air Transport Services Ltd reserves its rights to remove from list of approved suppliers/contractors or to ban business dealings if any Agency has been found to have committed misconduct, violation of any law or any term of the agreement and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/customers/buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (Air India Air Transport Services Ltd) to take action/decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to all the Departments/Stations of Air India Air Transport Services Ltd
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor/inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e, future business dealings.

## 3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party/Contractor/Supplier/Purchaser/Customer" shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trader industry, etc. 'Party/Contractor/Supplier/Purchaser/Customer" in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency" shall mean two or more companies having any of the following features:
  - a. If one is a subsidiary of the other.
  - b. If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
  - c. If Management is common;
  - d. If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority" shall mean the following:
  - a. For Company (entire Air India Air Transport Services Ltd) wide Banning

The General Manager GH shall be the 'Competent Authority' for the purpose of these guidelines. Chairman, Air India Air Transport Services Ltd; shall be the 'Appellate Authority' in respect of such cases.

b. In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Air India Air Transport Services Ltd Board as Second Appellate Authority.

c. For Departments/ Stations only

Any officer not below the rank of General Manager appointed or nominated by the Chief Executive Officer shall be the 'Appellate Authority' in all such cases.

d. For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, General Manager GH shall be the "Competent Authority" and CEO- AIATSL shall be the "Appellate Authority".

e. Chairman, AIATSL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other authority or agency set up by the Central or State Government having powers to investigate.

v) 'List of approved Agencies Parties/Contractors/Suppliers/Purchasers/Customers shall mean and include list of approved/registered Agencies Parties/Contractors/Suppliers/ Purchasers/Customers, etc.

#### **4. Initiation of Banning/Suspension**

Action for banning/suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. The Vigilance Department of Air India/Air India Air Transport Services Ltd shall have the right to recommend banning/suspension and this shall be binding on the Department and non-compliance of these recommendations/instructions shall be deemed to be a misconduct on the part of the Head of the Department.

#### **5. Suspension of Business Dealings**

5.1 If the conduct of any Agency dealing with Air India Air Transport Services Ltd is under investigation by any department(except Foreign Suppliers of imported coal/coke), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The

- Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all Departmental Heads within the Departments/Stations. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct/violation under investigation is very serious and it would not be in the interest of Air India Air Transport Services Ltd, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), Air India/Air India Air Transport Services Ltd, Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct/violation, it would not be desirable for all the Departments/Stations of Air India Air Transport Services Ltd to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Departments/Stations by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Foreign Suppliers, following shall be the procedure:-
- i. Suspension of the foreign suppliers shall apply throughout the Company including Subsidiaries.
  - ii. Based on the complaint forwarded by GM GH or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of Air India Air Transport Services Ltd to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to GMGH to place it before a Committee consisting of the following:
    1. Chief Executive Officer AIATSL
    2. GM Finance/ Head of Corporate Finance;
    3. GM GH Corporate Office/Head Quarters
    4. GM GH RegionThe committee shall expeditiously examine the report give its comments/recommendations within twenty one days of receipt of the reference by GM GH.
  - iii. The comments/recommendations of the Committee shall then be placed by GM GH before the Board of Air India Air Transport Services Ltd and if the Board opines that it is a fit case for suspension, CEO-AIATSL may pass necessary orders which shall be communicated to the foreign supplier by GM GH.
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

## **6. Grounds on which Banning of Business Dealings can be initiated**

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director/Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or Air India Air Transport Services Ltd during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return/refund the dues of Air India Air Transport Services Ltd without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts;
- 6.8 If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (Air India Air Transport Services Ltd) or its official in acceptance/performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (Air India Air Transport Services Ltd) or not;
- 6.11 Based on the findings of the investigation report of CBI/Police/internal Vigilance or any other investigative agency including Government Audit against the Agency for mala fide/unlawful acts or improper conduct on his part in matters relating to the Company (Air India Air Transport Services Ltd) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (Air India Air Transport Services Ltd), forcefully occupies tampers or damages the Company's properties including land, water resources, forests / trees, etc.  
(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## **7 Banning of Business Dealings**

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority of the Department/Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Department/Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local



conditions and impact of the misconduct/default to beyond the Department/Unit. Any ban imposed by Corporate Office shall be applicable across all Departments/Stations of the Company including Subsidiaries.

7.2 For Company-wide banning, the proposal should be sent by ACVO of the Department/Unit to the CVO through the Chief Executive Officer setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported coal/coke.

The Corporate Vigilance shall process the proposal of the Department/Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

The CVO shall get feedback about that agency from all other Departments/Stations. Based on this feedback, a prima-facie decision for banning/or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout Air India Air Transport Services Ltd.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the Competent Authority.

7.3 There will be a Standing Committee in each Department/Unit to be appointed by Chief Executive Officer for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of coal/coke. However, for procurement of items/award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of GM GH/GM Finance/GM GH of the Region.

i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide/Local unit wise banning exists, if not, send back the case to the Competent Authority.

ii) To recommend for issue of show-cause notice to the Agency by the concerned department.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.4 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

## **8 Removal from list of Approved Agencies- Suppliers/Contractors, etc.**

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers/Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

## **9 Show-cause Notice**

9.1 In case where the Competent Authority decides that action against an Agency is called for, show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of Air India Air Transport Services Ltd, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:  
a. For exonerating the Agency if the charges are not established;  
b. For removing the Agency from the list of approved Suppliers/Contractors, etc.  
c. For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

## **10 Appeal against the Decision of the competent Authority**

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall be to the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

## **11 Review of the Decision by the Competent Authority**

Any petition/application filed by the Agency concerning the review of the banning order passed originally by Chief Executive Officer/Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive Officer/Competent Authority upon disclosure of new facts/circumstances or subsequent development necessitating such review. The CEO/ Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

## **12 Circulation of the names of Agencies with whom Business dealing have been banned**

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, Air India Air Transport Services Ltd may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Departments/Stations may formulate their own procedure for implementation of the Guidelines.

**PRICE BID - ANNEXURE B**

## BID FORM

To,  
Air India Air Transport Services Limited,  
IGI Airport, Terminal II,  
New Delhi 110037

Sir,

Ref: Tender No. AIATSL/CB-3/19-20

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

I/We agree to abide by this bid for a period of 120 days from the date fixed from bid opening in instructions to bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal purchase order is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2019

Signature of the Bidder

PRICE BID

To,  
Air India Air Transport Services Limited,  
IGI Airport, Terminal II,  
New Delhi 110037

**For Foreign Bidders**

I	Item Description	
II	Country of Origin	
III	Quantity	
IV	Unit price(Ex-Factory)	
V	Total price (III X IV)	
VI	Handling, Packaging, insurance, freight & other charges	
VII	CIF-Total (V + VI)	
	In words	
VIII	Custom Duty ( As per Indian Customs Regulations) -will be notionally added by AIATSL	
IX	Local port clearance charges – will be notionally added by AIATSL	
X	All-inclusive Total price (VII+VIII+IX ) (will be filled by AIATSL)	
XI	Total in words (will be filled by AIATSL)	

Note:

- Rate quoted by foreign tenderers for above items should be in US Dollars only.
- Rates should include all taxes payable to authorities.
- In case of discrepancy between unit price and total price, the unit price shall prevail
- In case of discrepancy between figures and words, the price in words shall prevail.
- Award decision for L1: CIF at Mumbai Port, Maharashtra (Including handling, packaging, freight and any other charges) + Custom Duty + Clearing Agent Charges.
- Taxes such as CD, CVD and other levies shall be applied as per applicable rates.

All rates quoted in US Dollar will be converted to Indian Rupee as per AI Booking Rate for July 2019 which is presently 1 USD = INR 69.64803

Signature of the Bidder

Date:

Name:

Place:

Designation:

Seal:

PRICE BID

To,  
GM GH,  
Air India Air Transport Services Limited,  
IGI Airport, Terminal II,  
New Delhi 110037

**For Indian Bidders**

I	Item Description	
II	State of Origin	
III	Quantity	
IV	Unit Price, Ex-Factory	
V	GST @...	
VI	Total (IV+V)xIII	
VII	Inland Transportation & other local costs for all equipment incidental to delivery at Mumbai Port Rate@ Rs..... per km	
VIII	Any other incidental charges(specify)	
IX	Insurance for equipment upto Mumbai Port	
X	Sales and other taxes /levies payable upto Mumbai Port	
XI	All Inclusive Price (VI+VII +VIII+IX+X)	
	Total Price (In words)	

Note:

- Rate quoted by local (Indian Bidders) should be INR only.
- Rates should include all taxes payable to authorities.
- In case of discrepancy between unit price and total price, the unit price shall prevail.
- In case of discrepancy between figures and words, the price in words shall prevail.
- Award decision for L1: Ex-Factory Price + GST and other levies (upto Mumbai Port) +insurance (up to Mumbai Port) + Transportation Charges up to Mumbai Port, specifying distance from the factory of Bidder (Transportation charges will be a notional figure which will be used only for the purpose of L1 calculation).
- Actual transportation charges shall be calculated on the basis of actual distance from factory to delivery point of AIATSL station on pro rata basis of quoted rates of transportation mentioned in above Sr. VII( @Rs..... per KM)
- Taxes such as GST and other levies/ Insurance charges shall be payable as per actual at applicable rates.

Signature of the Bidder

Date:

Name:

Place:

Designation:

Seal:

**Rates for Extended Warranty for Aircraft Nose Gear Towbar Tractor (Foreign and Indian Bidders)**

Sr. No	RATES FOR EXTENDED WARRANTY	Per Aircraft Nose Gear Towbar Tractor 60 Ton USD or INR
i.	FOR 1 <sup>st</sup> YEAR (EXCLUDING WARRANTY PERIOD OF TWO YEARS)	
ii.	FOR 2 <sup>nd</sup> YEAR (EXCLUDING WARRANTY PERIOD OF TWO YEARS)	
iii.	FOR 3 <sup>rd</sup> YEAR (EXCLUDING WARRANTY PERIOD OF TWO YEARS)	
iv.	TOTAL:( i + ii +iii )	
	IN WORDS:	

Date:

Place:

Signature of the Bidder

Name:

Designation:

Seal:

**ANNEXURE C - LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

To  
Air India Air Transport Services Limited,  
New Delhi,

Subject: Authorisation for attending bid opening

Tender No. \_\_\_\_\_ Closing Date: \_\_\_\_\_

Opening Date \_\_\_\_\_ Opening Time \_\_\_\_\_

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

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

II

Authorised Signatory

Note:

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



(To be given on Company's Letter Head)

### CHECK LIST FOR SUBMITTING TENDER

Sr.No	Description	✓
1.	Tender filled as per tender terms and condition	
2.	Bidder Information	
3.	Compliance on EMD Clause	
4.	Compliance on Security Deposit(SD) Clause	
5.	Compliance on Positioning Schedule Clause	
6.	Compliance on Delivery Point/ Receipt Clause	
7.	Compliance on Payment Term Clause	
8.	Compliance on Penalty, Clause	
9.	Compliance on Technical Terms, Clause	
10.	Compliance on Award for Decision for L1 Clause	
11.	EMD attached in Technical Bid	
12.	Pre-Qualification Criteria	
	Documentary proof as PQC 8.1(a), 8.1(b),8.1(c)	
	Certificate of Company registration/ Certificate of Incorporation	
	Copies of Certified Financial Statement	
	Annexure I	
	Income Tax returns	
13.	Technical Specification- Annexure A	
14.	Integrity Pact-Annexure A1	
15.	Price Bid –Annexure B	
16.	Annexure C-Letter of Authorization for attending the Bid opening	