Tender for supply Passenger Safety Kit

DISCLAIMER

The purpose of this tender document is to provide all bidders with the information that may be useful to them in the formulation of their proposals/ bids in response to this tender document. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIR INDIA EXPRESS LIMITED do not purport to contain all/exhaustive the information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.

The assumptions, assessments, statements and information contained in this tender document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this tender document and shall obtain independent advice from appropriate sources at no cost to AIR INDIA EXPRESS LIMITED.

The information provided in this tender document to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

AIR INDIA EXPRESS LIMITED accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

AIR INDIA EXPRESS LIMITED also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance by any applicant/bidder upon the statements contained in this tender document.
AIR INDIA EXPRESS LIMITED may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender document, from time to time till close date of Tender.

The tender document does not imply that AIR INDIA EXPRESS LIMITED is bound to select a bidder or to appoint the selected bidder, as the case may be, and AIR INDIA EXPRESS LIMITED reserves the right to reject all or any of the proposals without assigning any reason whatsoever at any time.

The bidder shall bear any and all its costs associated with or relating to the preparation & submission of its proposal/ bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIR INDIA EXPRESS LIMITED or any other costs incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the bidder and AIR INDIA EXPRESS LIMITED shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation or submission of the proposal, regardless of the conduct or outcome of the bid selection process as contained herein.
Air India Express invites manual / hard copy Bid for supply of Passenger Safety Kits, for use by our esteemed passengers

1) **INVITATION OF BIDS**
   
a) Passenger Safety kit should consist of the following 3 (Three) items viz:

   (A) Face Shield – 1 no.
   (B) Face Mask – 1 no.
   (C) Hand Sanitizer – (5 nos. of 2 ml sachet)

   The 3 items should be neatly packed in a polythene bag of minimum 50 microns. The technical specifications of the 3 items should be as per Annexure D.

2) **SUBMISSION OF BIDS:**
   
   Tender No. AIXL/MMD/BOM/PSK-03

   Close Date: 11.08.2020
   Close Time: 1600 hrs.

2. **SUBMISSION OF PRICE BID:**
   
The Bidders should submit their Bids in a two-bid format
   (a) Technical Bid &
   (b) Price Bid as per following details:

   Bids received thru email will be technically rejected.

   a) Both the above envelopes i.e. the Technical Bid and Price Bid, should further be enclosed in a master envelope which should also be in a sealed/closed condition super scribing “Tender Details, name, contact no.& email”, One containing the Annexure A, D, E and F. The second envelope containing the Annexure B containing the price bid only. No other papers / annexure be kept in the price bid.

   b) **Quotations and Sample should be submitted on or before the closing date and time at the following address**

<table>
<thead>
<tr>
<th>Quotation Submission Address</th>
<th>Sample submission Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief - Materials Management</td>
<td>Chief of Airport Services</td>
</tr>
<tr>
<td>Air India Express Limited, Airindia- 2nd Floor</td>
<td>Air India Express Limited, Airport Services,</td>
</tr>
<tr>
<td>Materials Management Department, Bldg no</td>
<td>HQ,2nd Floor, Airlines Offices Building,</td>
</tr>
<tr>
<td>1, Old Airport, Kalina, Santacruz (E),</td>
<td>Cochin International Airport,</td>
</tr>
<tr>
<td>Mumbai - 400 029 INDIA</td>
<td>Kerala - 683111</td>
</tr>
</tbody>
</table>
c) Bidders must quote well in time, before the scheduled close date and request for extension on the last day or last few hours will not be binding and will be considered at the sole discretion of AIR INDIA EXPRESS LIMITED. The final decision will rest solely with AIR INDIA EXPRESS LIMITED.

d) Technical bids will be opened after a gap of one day on the next working day after the close date. However, AIXL reserves the right to change this date of opening at its discretion. In such a case, the date and time will be intimated separately vide e-mail.

3. DELIVERY

(a) Delivery Schedule: - Delivery is required in staggered manner. Once the Purchase order is released against the contract, material to be delivered within 7 days from the PO date. Details attached in Annexure C

(b) Please quote your offer only for the given specifications as above. Alternate offer which does not adhere to the above specifications/parameters will not be considered for evaluation.

(c) Bidders cannot go back on their commitment on the above Parameters/ specifications after opening of the bids. Therefore, any doubt or clarifications required MUST be taken before submission of the Bid.

For any clarification, the following officials of AIR INDIA EXPRESS LIMITED may please be contacted.

Mr. Sudhanshu Shekhar, Sr. Officer (MM) – Tel 022-26265816 email: omm.aiex@airindia.in

Sampling

Submission of Samples

a) Bidders are required to submit along with the price bid, (two) samples of each item on non-returnable basis, exactly as per the tender specification for evaluation by AIR INDIA EXPRESS LTD.

b) Submission of samples along with Bid is mandatory and fresh samples will not be accepted for evaluation or re-evaluation after the opening of the Bid and/or after the rejection of initial samples submitted by the bidder.

c) Samples which are defective, spoiled or shelf life expired etc. will be rejected and the quote will not be considered further.

d) It is to be noted that all costs incurred in the preparation, submission of the samples for evaluation and the cost of shipment of the bids and samples to AIXL are to be borne by the bidders.

e) The samples should be forwarded in a separate sealed envelope marked as Samples, quoting the tender number, description, bidders name and tender closing date on mentioned address in 2(b).
4. Evaluation of Samples

a) Sample of each item will be evaluated by AIR INDIA EXPRESS LTD for quality and specification.

b) The price bids of only those samples which are found to be acceptable on the basis of quality and specification will be considered for Price Bid opening.

5. Method of Quoting in the Price Bid

Following points and cost factors are to be noted while submitting the Price against respective lines:

a) Delivery will be Station wise mentioned in Annexure C

b) Please specify the applicable GST and other levies percentage. No request for GST or any other levies or taxes on the quoted price will be accepted later on.

c) The prices quoted for delivery on each Station supply basis must take into account applicable GST, transportation, packing and forwarding charges and other charges, if any, till the point of delivery at our stores location and offloading and stacking in Air India Express warehouse/Caters.

d) Charges, if any, for unloading the goods from the truck / container and stacking the same in our storehouse are also to be included in your quote / price
6. **Method of Arriving at L1 bidder:**

   (A) Bidders are requested to quote for the entire quantity or Station wise against an item mentioned in Price Bid.

7. Separate L1 bidder would be calculated for the items mentioned, on the basis of lowest total landed cost (GST Paid) for the item at mentioned station

8. **Split Criteria:**

   As a part of risk mitigation, the quantities will be split between the L1 and L2 bidders in the ratio of 60:40, provided the L2 bidder matches the L1 rate & the L2 bidder is within the price band of L1 + 15%.

   Note: If more than one bidder emerges as L1 bidder, then the tendered quantity for that item will be divided equally amongst the L1 bidder and this will override the split criteria.

9. **Other points to be noted while submitting the Price Bid:**

   (A) Conditional discounts, if any, will not be taken into consideration in arriving at the lowest landed cost of the item.

   (B) Air India Express will not accept inclusion of any additional costs, if requested for after opening of the tender.

   (C) Submission of incorrect or incomplete information or with arithmetical errors in compilation of the data would be at the bidders sole risk, and the decision of Air India Express in such cases would be final and binding.

   (D) In case the quote is subject to any MOQ, then the same must be mentioned clearly. Air India Express reserves the right to accept or reject the MOQ.

   (E) The bidder must quote for the entire quantity or Station wise quantity.

10. **General Terms and Conditions**

   (A) Bidders are advised to study the tender document carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender documents with full understanding of its implications.
(B) The bidder has to submit their Bids in **SEALED ENVELOPES** and Samples as mentioned in Para 2 (b).

(C) Bidder shall give the official mailing Address / Fax Number / email address to which all correspondences shall be sent by AIXL. Also if address is changed, the same shall be intimated to AIXL immediately.

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

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

(F) Amendments and clarifications, if any, to this tender will be intimated to bidder thru email which is registered with **AIR INDIA EXPRESS LIMITED**.

11. **Security Deposit / Performance Bank Guarantee** :

(A) The Bidder/s who qualifies for award of Contract will have to deposit with **AIR INDIA EXPRESS LIMITED** 5% (Five percent) of the total value of the Contract, as Security Deposit (SD) within 2 weeks of receipt of the Contract. This SD will be free of interest. In case, the SD is not deposited in time, the bills shall not be processed for payment till the SD is paid.

(B) The SD is applicable to all bidders including MSME’s. The Security Deposit is to be paid by way of Account Payee Demand Draft, banker’s Cheque, ECS, Bank Guarantee issued from any Commercial Bank, for an equivalent amount in favour of the **AIR INDIA EXPRESS LIMITED** , payable at Mumbai.

(C) It may please be noted that the original BG has to be forwarded by the Bank directly to **AIR INDIA EXPRESS LIMITED** through registered AD as per the detailed procedure which will be advised to the successful bidder. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the successful bidder/s.
(D) In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / bank guarantee be invoked.

(E) The Security Deposit / Bank Guarantee will be refunded / returned without interest after adjusting for penalties and applicable deductions, if any, that may be imposed under the terms of the Contract.

(F) Validity of the BG would be for an additional period of 60 days after the scheduled completion of all obligations under the Contract.

12. Validity of Quotation, Prices, Govt. Taxes / GST

(A) Quotations should be valid for a period of 90 days from the date of opening of price bid.

(B) The quantity to be ordered could vary by +25% from that as indicated in the tender in order to accommodate fluctuations in demand between the date of release of the tender and the date of issue of the Contract. The bidder has to maintain the quoted/contractual price for this variation in quantity during the contract period.

(C) In a situation where the total quantity of the contract is exhausted much before the expiry of the contract period, additional quantity on a pro-rata basis not more than 25% of the initial contract quantity, needs to be supplied by the successful bidder at the same rate, terms and conditions.

(D) The quantity mentioned in our tender is only an estimated quantity. Air India Express is not committed to uplift the entire quantity during the contract period if for some reason the requirement is curtailed or diminished.

(E) The price offered/ agreed should remain firm till completion of the contract.

(F) No request for increase in price shall be entertained during this period except on account of increase in GST or any other Government levy, if imposed by the Govt. of India. Proof of payment for such increase is to be submitted to AIR INDIAEXPRESS LIMITED by the successful Bidder.
(G) The Bidders should commit to pass on the benefit to AIXL of reduction in statutory taxes, etc., by the Government, during the period of validity of the Contract.

Increase in Govt. Taxes / GST etc. or any new levies, if imposed by the Govt. of India / State Govt. / Local Bodies, during the contract period will be borne by AIR INDIA EXPRESS LIMITED, if requested for, by the Successful Bidder/s. However, such request will be considered only if it is substantiated with copies of valid documentary proof of the same and only if the bidder/s has quoted their rate giving the break-up of Govt. Taxes/GST in their Price Bid.

(H) Since the market is volatile for the tendered items, during the contract period, if for any reason there is a downward revision in prices, the successful bidder will be responsible for passing on the benefits to AIR INDIA EXPRESS LIMITED. The purchase order will be released with such revised price.
13. **Benefits/Preference for Micro & Small Enterprises (MSEs):**

**MSE’s herein are Manufacturer’s in Tendered Items & such manufacturers should provide MSE certificate**

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

- District Industries Canters (DIC)
- Khadi and Village Industries Commission (KVIC)
- Khadi and Village Industries Board
- Coir Board
- National Small Industries Corporation (NSIC)
- Directorate of Handicraft and Handloom
- Udyog Aadhar Memorandum
- Any other body specified by Ministry of MSME

(B) MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid.

(C) The MSEs registered with District Industries centers must submit the ‘Acknowledgement of Entrepreneur Memorandum (EM) Part-II’ along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.

(D) The Micro & Small Enterprises not registered for the particular trade/item for which the tender is relevant, would not be eligible for exemption/preference.
(E) The registration certificate issued from any one of the above agencies must be valid as on close
date of the tender. The successful bidder should ensure that the same is valid till the end of the
contract period.

(F) The MSEs who have applied for registration or renewal of registration with any of the above
agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are
not eligible for exemption/preference.

(G) The Security Deposit clause will be applicable to MSME vendors. However, in case of MSME
vendors the SD/BG can be submitted on yearly basis, renewable every year (Applicable in case
of contracts of validity period more than 12 months).

(H) Price Preference - The MSEs registered with above mentioned agencies/bodies for the tendered
item and quoting price within a price band of L1 + 15 percent shall be allowed to supply a
portion of requirement by bringing down their price to L1 price in a situation where L1 price is
from other than a MSE and such MSE shall be allowed to supply up to 25 percent of total
tendered quantity.

(I) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1
price, the supply shall be shared proportionately (to tendered quantity).

In case of split tender quantity, the following shall apply

- L1 bidder whether MSE or non-MSE i.e. irrespective of his status shall be awarded
  the quantity as per declared ratio eligible for L1 bidder.

- Any other MSEs in the price band of L1 +15% and matching the L1 price will be
  awarded 20% of the tendered quantity equally from the declared ratio of the L2
  bidder. The balance quantity will be awarded to L2 bidder provided he matches the
  L1 price.

(j). Preference for MSEs owned by Scheduled Castes or Scheduled Tribes – Within this 25% quantity,
5% of the tender quantity, offered to the MSE’s shall be reserved for MSE’s owned by SC/STs.
MSEs would be treated as owned by SC/ST entrepreneurs.

1) In case of proprietary MSE, proprietor(s) shall be SC /ST.

2) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one
   percent) shares in the unit.

3) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held
   by SC/ST promoters.
In event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 5 percent quantity for MSEs owned by SC/ST entrepreneurs shall be met from other MSEs.

4) Within the 25% quantity reserved for MSEs, 3% is reserved for woman owned MSMEs.

k) MSEs will also be entitled to payment terms of 45 days’ credit as against AIR INDIA EXPRESS LIMITED standard Payment terms of 60 days credit.

14. Payment Terms:

(A) Payment will be made within 60 (sixty) days from the date of receipt of the materials / original invoice, whichever is later. For MSEs, the payment terms are 45 days credit.

(B) Request if any, for earlier payment terms or advance payment, will not be entertained under any circumstances.

(C) The following Bank details for reference and record are to be provided by all Bidders including the Successful Bidder for the ECS mode of transfer:

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

(D) TDS shall be deducted by AIXL from the payment made against these invoices, as per the applicable laws.

15. Penalty Clause:

(A) Penalty for Delayed Deliveries:

In case of delay in delivery, penalty for late delivery will be charged at the rate of 0.5% per week or part thereof of the value of the undelivered portion of the goods (excluding taxes and delivery charges) subject to a maximum of 10% of the value of the undelivered part. In the event of continued delayed
Supply, then AIR INDIA EXPRESS LIMITED reserves the right to cancel the Contract, and to take appropriate necessary action in its interests.

(B) Penalty for Substandard / defective Quality supply:

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

- However, in case of exigencies where such items are required to be accepted in spite of deviations from the specifications of the Contract/po, then depending on the extent and nature of the deviations, such consignment may be accepted at the sole discretion of AIR INDIA EXPRESS LIMITED, by imposing an appropriate penalty subject to a maximum of 15% of the invoice value of the lot.

- In case of any complaint on the quality issue at the time of use of the item/goods by AIR INDIA EXPRESS LIMITED, or Parent Company of AIR INDIA EXPRESS LIMITED after acceptance of the delivery then depending on the nature and extent of the deficiency, AIR INDIA EXPRESS LIMITED reserves the right to impose an appropriate penalty on the total value of the lot supplied, subject to maximum of 15% on the invoice of the consignment/lot.

- In the event product supplied is found to be continuously deviated from specification etc. AIXL reserves the right at its sole discretion to cancel the Purchase Order, and to withhold payments for such shipments that have not been accepted.

16. Rejection of Supplies post release of contract

If supplies are found to be defective or not conforming to the specifications/requirements, it may result in rejection of the entire supply without any liability on ‘AIR INDIA EXPRESS LIMITED’, and a fresh supply will have to be made IMMEDIATELY, FREE OF COST in order to sustain the operations of AIXL.
17. **Price Negotiation:**

As it is not the general norm for AIXL to carry out price negotiations following evaluation of the Price bids, the bidders are advised to submit their best quotes in response to this tender. AIXL, however, reserves the right to carry out negotiations in exceptional cases with the bidder who has been evaluated by AIXL as having offered the lowest bid in response to the tender.

18. **Documentation:**

All relevant documents required for supplying / shipping the item should accompany the supplies.

19. **Lead Time:**

Lead Time with reference to the Delivery Schedule as specified in the tender document is to be complied with by the bidders.

20. **Exit/Termination:**

The Contract/Purchase Order may be terminated under the following circumstances:

a) AIXL may at any time terminate the Contract with immediate effect by giving written notice to the Bidder, if Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to AIXL. In this case no compensation shall be made available to the bidder.

b) In case of unsatisfactory performance or breach of any of the clauses of this contract, AIXL would issue a notice of 15 days to the party to rectify the breach and improve the performance failing which AIXL shall be at liberty to terminate the agreement by providing another 15 days written notice to the party.

The party shall not have any right to dispute or question the judgment of unsatisfactory performance of the party. If there is a change in AIXL requirement or if the need of the tendered item no longer exists due to the change in our requirements, the Purchase Order shall be terminated by AIXL with 45 days written notice. The successful bidder shall also be at liberty to terminate the contract by providing to AIXL a 45 days’ written notice. In such event, the terminated party shall have no right to claim compensation/damages etc from the terminating party on account of early termination. However, the party shall duly comply with their respective
Obligations during the notice period and there after, shall discharge the obligation arising out of the agreement till the termination.

c) In case the vendor serves the termination notice before exhaustion of 40% of the contract value or quantity, they will be debarred from participating in immediate next tender for that particular item/service.

21. **Rejection of Bids**

Bids will be rejected under following circumstances:

- Conditional bids
- Bids received after due date
- Bids received through email
- Bids received without samples
- Documentary annexure not stamped and signed
- Incomplete bids

In this regard, decision of Air India Express Ltd., shall be final and binding.

22. **QUANTITY, LEAD TIME & DELIVERY SCHEDULE:**

(A) The quantity mentioned in the tender is our estimated requirement. This quantity may increase or decrease based on change in our requirements up to 25%.

(B) The quantity mentioned in our tender is only an estimated quantity. Air India Express is not committed to uplift the entire quantity during the contract period if for some reason the requirement is curtailed or diminished.

(C) Delivery Schedule given in the tender is on provisional basis. Any minor/nominal changes in this will have to be agreed to. In case of any major
deviation in the schedule, the same will be rescheduled on mutually agreed terms.

(D) Deliveries will be in a staged manner. Supplies have to be given within 7 days of our Call Off.

23. **Extension of Due Date:**

The Due date of tender may be extended at any time prior to the date of closing of the tender. Also closing date for submission of bid may be extended at any time including after the scheduled date of closing, at the sole discretion of AIXL.

24. **Other Terms & Conditions:**

(A) Interpretation: In the event of any difference in the interpretation of any of the clauses of the Purchase Order/Agreement and/or the Tender documents, the clarification given by MMD, AIXL shall be final and binding.

(B) Arbitration: Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be resolved amicably by mutual consultation. If an amicable settlement is not forthcoming and dispute is not resolved within 21(Twenty-One) days, from the date when mutual consultation started, recourse may be taken to settlement of disputes through arbitration as per the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties.

(C) Jurisdiction: Any dispute whatsoever shall be subject to the jurisdiction of the courts of Mumbai only.