AISATS NOIDA CARGO TERMINAL PRIVATE LIMITED
Regd Off: Plot No. 53-54, Phase - IV Udyog Vihar Palam Road Gurgaon -122015 Haryana.
M – 8588860067 Email - info.noidaict@aisats.in
CIN : U52243HR2023PTC110684

TENDER

FOR SUPPLY OF HIGH-RISE RACKS REQUIRED FOR NOIDA CARGO TERMINAL OPERATIONS.

(TENDER/ANCTPL/007/2023-24)

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DISCLAIMER

The information contained in this TENDER document (hereinafter referred to as "**TENDER**") or and any information pertaining to the aforesaid subject matter subsequently provided to the applicants/**Bidders** in any form by AISATS Noida Cargo Terminal Private Limited (hereinafter referred to as "**COMPANY**") shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by the **THE COMPANY**.

This TENDER is neither a Contract nor an invitation by the **THE COMPANY** to the prospective **Bidder**(s) or any other person. The purpose of this TENDER 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. The statements, facts contained herein and various assumptions and assessments arrived at by the **THE COMPANY** do not purport to contain all/exhaustive information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.

Each **Bidder** should, 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 and shall obtain independent advice from appropriate sources.

The information provided in this TENDER 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. The **THE COMPANY** accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The **THE COMPANY** also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any **Bidder** upon the statements contained in this TENDER.

The **THE COMPANY** 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, from time to time.

This TENDER does not imply that the **THE COMPANY** is bound to select a **Bidder** or to appoint the **Vendor**, as the case may be, and the **THE COMPANY** reserves the right to reject all or any of the proposals without assigning any reason at any time, whatsoever.

The **Bidders** shall bear any and all 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 **THE COMPANY,** or any other costs incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the **Bidder** and **THE COMPANY** 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 process as contained herein.

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Tender Notice

TENDER/ANCTPL/007/2023-24 **Date: 11th March 2024**

Dear Sir / Madam

Subject: Invitation to participate in the COMPANY's Tender for supply of high-rise racks as per THE COMPANY's requirement for Noida Cargo Terminal operations.

AISATS Noida Cargo Terminal Private Ltd., ("ANCTPL" / "**COMPANY"**) invites bids from recognized, Registered, well established and financially sound **Vendors** for purchase of cargo material Handling equipment at Noida Cargo Terminal Operations.

1. Interested **Bidders** are requested to visit our portal https://aisats.procuretiger.com/EPROC/ to complete the registration process for participation in the Tender.

2. For any queries related to registration on the portal, please contact on below coordinates.

   Email: support@procuretiger.com
   Mobile: +91 – 9510813436 / 9510813067 / 9328931942

Sincerely,

SD/
Vinay Sardar
Head - Procurement

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TENDER COVER LETTER

TENDER/ANCTPL/007/2023-24 **Date: 11th March 2024**

Sub: TENDER for supply of High rise Racks as per the COMPANY's requirement for Noida Cargo Terminal operations.

1. **INTRODUCTION: -**

   ANCTPL is a Cargo handling services provider in India, and it provides hassle-free and comprehensive Cargo Management solutions to its customer.

2. **PURPOSE OF THE TENDER: -**

   ANCTPL desires to appoint the **Vendor** who shall offer to deliver a best in class, high quality & competitive equipment as per **The COMPANY**'s requirements for their Noida Integrated Cargo Terminal.

3. **SUMMARY OF BIDDING INFORMATION: -**

   Bids to be submitted online through https://aisats.procuretiger.com/EPROC/ portal on or before 1700 Hrs. (Indian Standard Time) by **27th March 2024**.

4. **Contact Details: -**

   For any clarification, please address your questions via email to:

   Name -: Hemant Puralkar
   E-mail- hemant.puralkar@aisats.in

We look forward to receiving your response.

ANNEXURE – I

GENERAL TERMS AND CONDITIONS OF THE TENDER

AISATS Noida Cargo Terminal Private Limited (**The COMPANY**) invites recognized, Registered, well established, technically capable and financially sound **Vendor**s to supply High Rise Racks as per the **The COMPANY**'s requirements for **The COMPANY**'s Noida Cargo operations.

1. Definitions as used in the TENDER.

b. The term **"The COMPANY"** shall mean AISATS Noida Cargo Terminal Private Limited.

c. The term "**TENDER"** shall mean all the documents including TENDER cover letter, and all the TENDER Annexures & Undertaking format.

d. The term **"Bidder"** shall mean the one who has signed the TENDER Form and submitted the Bid in response to this TENDER.

e. The term "**Bid"** shall mean the Technical and Price Bid filled up by the **Bidder** in response to this TENDER document, including the documents submitted in support thereof.

f. The term **"Contract"** shall mean the agreement entered between The **COMPANY** and the **Vendor**, confirming its acceptance of the TENDER, on the terms and conditions mentioned therein.

g. The term **"Equipment"** shall mean the material or services as specified under Annexure-IV.

h. The term **"Supply"** shall mean the supply of material & services referred to under Annexure-IV.

i. The term **"Vendor"** shall mean the **Bidder/s** who have been awarded the Contract to carry out the Supply contemplated in this TENDER.

2. **Requirement:**

Vendors need to supply equipment and services to **THE COMPANY** as mentioned in Annexure 'IV'. Supply requirement mentioned in Annexure IV is tentative and this requirement may increase/decrease from time to time during the contract period. There will not be any changes in prices due to the change in quantity requirement.

3. **Offer Validity:**

The Offer submitted by the **Bidder** must be valid for a period of 180 days from the date of opening of commercial bid.

The successful Bidder will have to enter / sign a contract / agreement with the **The COMPANY**. The prices agreed in the contract by the vendor will be valid throughout the contract period

However, the **the COMPANY** may ask for further reduction in these prices during the contract period.

4. **Delivery:**

4.1 The delivery of the equipment will be Delivery at Site basis and all the expenses till delivery will be borne by the Vendor Bidders are advised to provide the best delivery time at the destinations specified by **the COMPANY**. **The COMPANY** reserves the right to amend the delivery schedule and delivery destinations according to its needs.

4.2 The quantity shall be delivered upon the issue of purchase orders as and where required by the **COMPANY**.

4.3 Delivery of the Equipment must be made within the agreed stipulated date(s) as stated in the Purchase Order(s). A grace period of up to 7 days may, at **The COMPANY**'s sole discretion, be granted for late deliveries (Sundays and Public Holidays inclusive). For deliveries after the agreed delivery date the Vendor will be liable to pay late delivery penalty as set out under Clause 6.

4.4 Time being the essence of this contract, the delivery dates mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted. Equipment to be delivered in secured package and in good order and condition.

4.5 The contractual delivery period is inclusive of all the lead time for engineering / procurement of raw material, manufacturing, inspecting/ testing, packing and transportation or any other activity whatsoever required to be accomplished for effecting the delivery at the required delivery destination.

4.6 The Vendor shall be solely responsible for the supply and delivery until the Equipment is delivered to THE **COMPANY**'s location. The Vendor shall have the requisite insurance coverage for such performance including transit insurance.

5. **Price:**

5.1 The price quoted should be firm and should be in Indian Rupees. The rate quoted shall remain firm throughout the period of the contract. Price quoted should be in line with the statutory requirements. Prices must be submitted as per the price bid format given by the **COMPANY**.

Prices quoted should be inclusive of equipment cost, commissioning, training cost, all other applicable charges, duties, and taxes as applicable and excluding GST, the quantum of which should be clearly specified. The bill raised to **THE COMPANY** after the supply shall be subject to tax deduction at source if applicable.

5.2 The rates must be quoted as per the scope of contract. Rates should be inclusive of all applicable charges, existing and future taxes and levies. **Rates agreed upon shall remain FIRM & FIXED throughout the period of contract.**

5.3 Notwithstanding any other provision to the contrary contained in the contract, **THE COMPANY** may, at any time, without providing notice to the **Vendor**, set off or deduct from any or all amounts payable to the **Vendor** (whether under the contract or any other contracts), any or all sums that may be due and owing by the **Vendor** to **THE COMPANY**, its related or associated companies, whether under the Contract or otherwise (including without limitation, any liquidated damages payable under Contract, or any amounts previously overpaid to the **Vendor**).

5.4 Unconditional discounts, if any, should be clearly indicated, and would be applied to the quoted price during evaluation.

5.5 Conditional discounts, if offered will not be considered for arriving at the lowest quote.

5.6 **Bidders** are advised to understand the magnitude of the job involved before submitting their bids. No clarification will be entertained after receiving bids.

5.7 **Bidders** should note that if the contract is extended by **THE COMPANY** for any further period **Vendor** has to give same or lower prices to **THE COMPANY** and no price escalation due to any reason will be entertained by **THE COMPANY**.

6. **Penalty:**

6.1 All delays will be subject to payment by the Vendor of late delivery penalty of one percent (1%) per calendar week, in respect of the total value of the quantity due for delivery up to a maximum of Ten percent (10%) of such value Such payment will be without prejudice to any other rights or remedies that the Company may have hereunder or at law including the right to terminate the agreement by giving written notice to the Vendor.

6.2 Notwithstanding any other provision to the contrary contained in the agreement, The Company may, at any time and from time to time, without notice to the Vendor, set off or deduct from any or all amounts payable to the Vendor (whether under the Agreement or any other Agreements), any or all sums that may be due and owing by the Vendor to the Company, its related or associated companies, whether under the Agreement or otherwise (including

without limitation, any late delivery penalty payable under Agreement, or any amounts previously overpaid to the Vendor).

7. **Performance Bank Guarantee:**

7.1 The **Vendor** shall be required to deposit an amount equal to 10% of the estimated contract Value as Performance Bank Guarantee (in the manner specified by the **COMPANY**) within 15 (fifteen) days of Date of supply to the **COMPANY**. The Company shall not process any payments without receipt of such performance bank guarantee.

7.2 The Performance Bank Guarantee shall be in the form of an irrevocable unconditional Bank Guarantee issued by a Nationalized Bank in favour of "AISATS Noida Cargo Terminal Private Limited."

7.3 It is expressly understood and agreed that the Performance Bank Guarantee is intended to secure performance of the **Vendor**, failing which it will be deemed to be in default of the Contract. It is also expressly understood and agreed that the Performance Bank Guarantee is not intended to cover all the damages details stipulated in various clauses of contract or Work Order.

7.4 The above Bank Guarantee shall be valid for over entire Warranty period after the final acceptance of the equipment by the **COMPANY**. The **COMPANY** will be free to encash this Bank Guarantee in the event of any failure on the part of the **Vendor** to meet his obligations under the contract or in the event of any demand by the concerned Statutory Authorities for the dues from the **Vendor**.

7.5 After acceptance of the Contract if any/all the terms and conditions of the contract is/are violated, then **THE COMPANY** reserves the right to terminate the contract. In such case, the Performance Bank Guarantee amount will be en-cash by the **COMPANY** without assigning any reason.

8. **E-Tender Submission:**
The bid should be submitted online only on the e-procurement site mentioned in this Tender. Bids received through fax and / or email will not be considered. E-TENDERs submitted late will not be accepted. E-TENDERs that are incomplete stand the risk of being rejected. The bid should be submitted in the prescribed formats only, before the last date and time of submission. The reasons for selection or rejection of a particular **Bidder** will not be disclosed.

9. **Signing of Bid Document:**
All the Bid documents submitted should be signed only by authorized signatory of bidding firm. The **Bidder** should sign and affix his/his firm's stamp at each page of the TENDER including its Annexures as the acceptance of the terms and conditions.

10. **RISK PURCHASE CLAUSE**

10.1 **THE COMPANY** reserves the right to curtail or cancel the contract either in full or part thereof if the **Vendor** fails to deliver the equipment/services and comply with terms &

conditions of the contract. **THE COMPANY** also reserves the right to procure the same goods, services or both through other sources at **Bidder**'s entire risks, costs and consequences. Further, the **Vendor** agrees that in case of procurement by the **THE COMPANY** from other sources the differential amount paid by the **THE COMPANY** shall be on account of the **Vendor** together with interest and other costs accrued thereon.

10.2 **THE COMPANY** shall not be liable for any costs, obligations and claims incurred by the **Bidder** due to the cancellation.

11. **Bidder's representation, covenants, indemnities:**

11.1 The Bidder has examined the scope, the Specifications and all other documents, information and requirement of the Company and has satisfied itself as to the adequacy thereof for the performance of this TENDER. It is the duty of the Bidder to draw to the attention of the Company to any errors, discrepancies, or inaccuracies in the TENDER Specifications.

11.2 The Bidder agrees to fully and effectively indemnify and hold harmless THE COMPANY, its parent companies, associated and affiliated companies from and against all actions, proceedings, claims, damages, liabilities, losses, costs and expenses (including without limitation, legal costs and expenses) whatsoever arising out of or in connection with the acts, deeds, omissions, defaults or negligence of the Bidder and/ or its officers, employees, representatives, agents, suppliers, Bidders or subcontractors in relation to this TENDER performance of the Works and the Bidder's obligations under this TENDER.

12. **Operational Life:**

12.1 The equipment supplied under this TENDER by the vendor to the company will have the operational life of minimum 10 years.

12.2 Vendor will ensure the availability of support services, spare parts or any other equipment parts, equipment accessories including software if any to the Company during the operational life.

12.3 Vendor will inform the company about all the updates, upgrades available for the equipment supplied during the operational life of the equipment. The Company will have final right to decide whether to go forward with these updates or upgrades.

12.4 In case of obsolescence, the vendor shall give a notice of not less than three hundred sixty five (365) days prior to phasing out a component, or spare parts and assist the Company to work out a solution to ensure support to the Company during the Operational Life.

12.5 Subject to the said equipment life, the Vendor warrants that the Equipment, or any part thereof repaired or replaced, shall comply and function in accordance with all the requirements of the Agreement. The Vendor warrants that the part repaired, replaced, or supplied during the warranty or AMC period, complies with the relevant standards and is hence capable of working seamlessly with the existing equipment.

13. **Warranty:**

13.1. The **Vendor** shall supply, perform, and complete the Works diligently in accordance with the Specifications, Documentation, and provisions of the Agreement and in conformity with best industry practices.

13.2. The **Vendor** warrants that all the Equipment supplied to:

13.3. be brand new;

13.4. be of suitable grade of its respective kind;

13.5. be free from defects in title, design, materials, performance, operation, and workmanship;

13.6. strictly conforms to the Specifications, Documentation, drawings, samples, performance criteria, and other descriptions referred to herein or provided by the Company to the Vendor;

13.7. be of merchantable quality and fit for the purpose(s) intended;

13.8. has long design life, easy maintenance, and operability; and

13.9. conforms to all applicable laws, ordinances, codes and regulations

13.10. For all the Equipment ordered and supplied under this contract by Vendor, warranty shall be free of cost for a period of twenty-four (24) months from the date of Final Acceptance of the Equipment supplied under each Order.

13.11. Warranty services shall consist of Comprehensive Preventive and Breakdown Maintenance. Comprehensive maintenance also includes repair of defective system with provision of spares as required. No extra payment will be made for supply/repair/replacement of spares. Defective parts released after replacement shall be taken by the Vendor. Vendor's Engineer shall visit and check complete system once in THREE months for its preventive maintenance & record the observations in the Logbook maintained by the Company's representative with signature. The preventive maintenance shall not affect the functioning of the Equipment. In emergency cases, the Vendor might be asked to provide services beyond normal working hours and on holidays at no extra cost.

13.12. The vendor shall have the proper complaint registration and resolution process. The Vendor shall advise the details for registering complaints viz. service person's name, mobile/phone number, email id etc for prompt registration of the complaint. Within 2 weeks of issue of LOI or purchase order, the Escalation Matrix shall be submitted to the Company. Escalation Matrix shall contain Names, Designation, Contacts (Mobile/Landline) and email id's of the first level and higher level personnel.

13.13. With respect to the Works or any part thereof that is repaired, replaced or otherwise altered or performed during the Warranty period, the Warranty Period shall be extended by an

additional twelve (12) months effective from the date of acceptance by the Company of the repair, replacement and/or alteration of performance.

13.14. If within the Warranty Period the Company discovers defects, errors, omissions, misalignments, inaccuracies, operational or performance deficiencies or any other breach of any warranty of the Works or any part thereof, the Vendor shall at its own costs promptly rectify, repair, re-perform, replace without cost to the Company, the Works and all related equipment or materials and repair any other damage caused by such defects, errors, omissions, operations or performance deficiencies. All defects and other faults in the Works or any part thereof which the **Vendor** is liable under the Agreement shall be made good by the Vendor at its own cost.

13.15. Vendor will ensure the availability of services, manpower, spare parts, consumables, tools and any other components required for the repair or maintenance of the equipment supplied on the company designated site without any additional cost to the company during the warranty period. This will also include any transport, courier, postage charges or any other related charges and taxes required for repair or replacement of the parts or the equipment. In case where the equipment needs to be taken to the workshop or repair centre designated by Vendor for repair or replacement, the Vendor will have to bear all the cost including but not limited to transportation cost or taxes.

13.16. Subject to the said warranty period(s), the Vendor warrants that the Equipment, or any part thereof repaired or replaced, shall comply and function in accordance with all the requirements of the Agreement. The Vendor warrants that the part repaired, replaced, or supplied during the warranty period, complies with the relevant standards and is hence capable of working seamlessly with the existing equipment.

14 Duration of Contract:

The Contract for the said scope will be **till end of warranty period** from the contract effective date. The period of the contract may be further extended if required or may be curtailed/ terminated before the expiry date of the contract. After expiry of contract, **THE COMPANY** may at its sole discretion extend the contract for one more year over the same terms & conditions.

15. **Termination of Contract:**

15.1 THE COMPANY without prejudice to any other remedy for breach of contract, may, by written notice of default sent to the Vendor giving two months as notice period, terminate the contract in whole or in part, if the Vendor fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by THE COMPANY. In the event THE COMPANY terminates the contract in whole or in part, THE COMPANY may procure, upon such terms and conditions and in such manner as it deems appropriate, goods and/or services similar to those undelivered and the Vendor shall be liable to THE COMPANY for any excess cost for such similar goods and / or services. However, the Vendor shall continue to perform the contract to the extent not terminated.

15.2 If the Vendor becomes bankrupt or otherwise insolvent, THE COMPANY may terminate the contract by giving written notice to the Vendor, without any compensation to the Vendor, provided, that such termination will not prejudice or affect any right of action or remedy which has accrued and/ or will accrue thereafter to the THE COMPANY.

15.3 THE COMPANY by written notice to the Vendor, may terminate the contract, in whole or in part, at any time if the quality of the product is not satisfactory even after notifying Vendor on various occasions. The notice of termination shall specify in details that the termination is due to inferior quality of product and/or performance of the Vendor.

15.4 THE COMPANY also has the right to terminate the agreement immediately (without giving any prior notice) if the Vendor is found guilty of breach of the agreement or other unethical practices, including violation of any laws and the Vendor will be liable to compensate all monetary damages in these respects to THE COMPANY.

15.5 The termination, expiration, or completion of this Agreement shall not affect the rights and obligations of the Parties arising prior to such termination, expiration, or completion, and the provisions viz. Clause 12Operational life, 13Warranty,14AMC shall survive such termination, expiration, or completion.

16. **Invoicing & Payment:**

16.1 **Vendor** will raise the invoice at the time of the delivery of the equipment to the **COMPANY**. Vendor has to submit the invoice along with the other related documents like proof of delivery, commissioning & acceptance certificate signed by the COMPANY's Project Manager. The payment shall be made within 30 days of the date of receipt of the undisputed Invoice by the COMPANY.

16.2 In Case of AMC the vendor will raise the invoice at the end of each quarter and the payment will be made within 30 days from the receipt of invoice. Invoice must be submitted along with the quarterly AMC review report for that quarter, signed by designated mangers of both the parties.

16.3 **Vendor** should ensure payments of all statutory dues which are mandatory and in force during the contract period and should submit the necessary proofs along with invoice.

16.4 Good and Service Tax (GST) as per applicable rate shall be paid in accordance with the provisions of The Central Goods and Services Tax Act, 2017, Rules framed thereunder and respective amendments thereof.

16.5 Payment will be released by **THE COMPANY** after deduction of applicable TDS at the time of payment as per Indian laws.

17. **Recover of Sums Due:**
Whenever, any claim against **Bidder** for payment of a sum of money arises out of or under the contract, **THE COMPANY** shall be entitled to recover such sums from any sum then due or when at any time thereafter may become due from the **Bidder** under this or any other contract with the **THE COMPANY** and should this sum be not sufficient to cover the recoverable amount of claim(s), the **Bidder** shall pay to **THE COMPANY** on demand the balance remaining due.

18. **Non-Waiver:**
Failure of **THE COMPANY** to insist upon any of the terms & conditions incorporated in the Contract or Purchase Order or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify **Bidder** in the event of breach, or the acceptance of or payment of any services hereunder shall not release the **Bidder** and shall not be deemed a waiver of any right of **THE COMPANY** to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such services regardless of when such services are rendered, received or accepted nor shall any purported oral modification or revision of the order by **THE COMPANY** act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of any condition of this Contract by **THE COMPANY** shall not be considered as a continuous waiver or waiver for other condition by **THE COMPANY**.

19. **Other terms & Conditions:**

19.1 The **Vendor** shall supply and commission the equipment as per the specifications, quantities and delivery schedule mentioned in annexure – IV. Quantities and delivery schedule mentioned in the Annexure – IV are subject to change time to time as per the Company's requirements.

19.2 The **Bidder** shall not sublet the work to another Firm/Agency (s).

19.3 **Vendor** will furnish all the required documents, records or data asked by **THE COMPANY** or it's representatives including third party auditors appointed by **THE COMPANY** within the stipulated timeline.

19.4 **THE COMPANY** or it's representatives including third party auditors appointed by **THE COMPANY** may any time conduct the audit of the **Vendor** and in case of any irregularities or defaults observed, the Contract shall be terminated immediately by **THE COMPANY**.

19.5 The **Company** reserves the right to test or inspect the equipment before the delivery**.** **Vendor** must intimate the Company in advance when the equipment is ready for dispatch**.**

19.6 **Vendor** must provide the company all the Equipment operating & maintenance manuals and other related documents along with the delivery. **Vendor** also need to provide operation and maintenance training to the Company's nominated personnel at the time of

commissioning of the equipment. Vendor will also facilitate yearly refresher training during the warranty period. All these training will be without any additional cost to the Company.

19.7 In case where it is necessary for employees or representatives of the Bidder to go upon the premises of the Company, Bidder agrees to assume the responsibility for the proper conduct of such employees/representatives while on said premises and to comply with all applicable Workmen's Compensation Law and other applicable Government Regulations and Ordinances and all rules and regulations particularly in regard to precautions and fire hazards. If this order requires Bidder to furnish labour at site, such Bidders workmen or employees shall under no circumstances be deemed to be in the Company employment and Bidder shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything done or committed to be done, in the course of carrying out the work covered by the Contract or purchase order, whether arising at the Company premises or elsewhere and agrees to indemnify the Company against any such claims, if made against the Company and all costs of proceedings, suit or actions which the Company may incur or sustain in respect of the same.

20. **Regulatory Compliance**

The Bidder shall ensure compliance of all applicable laws, rules and regulations and will have all necessary statutory and regulatory approvals and licences in place that may be applicable in furtherance of supply of equipment under this TENDER to THE COMPANY and shall indemnify THE COMPANY from any breaches committed by the Bidder.

21. **PATENTS & ROYALTIES:**

The Bidder shall fully indemnify the Company and users of Equipment specified herein/supplied at all times, against any action, claim or demand, costs and expenses, arising from or incurred by reasons of any infringement or alleged infringement of any patent, registered design, trademark or name, copy right or any other protected rights in respect of any Equipment supplied or any arrangement, system or method of using, fixing or working used by the Bidder. In the event of any claim or demand being made or action sought against the Company in respect of any of the aforesaid matter, the Bidder shall be notified thereof immediately and the Bidder shall at his/its own expense with (if necessary) the assistance of the Company (whose all expense shall be reimbursed by the Bidder) conduct all negotiations for the settlement of the same and/or litigation which may arise thereof.

22. **Intellectual Property Rights (IPR) Declaration:**

22.1 The drawings, samples, models, equipment, sketches, photographs, printing plates, moulds, artwork supplied or approved by THE COMPANY shall not be copied, transferred to third parties or used in any manner whatsoever contrary to the provisions of the Final Tender and the Agreement. Upon completion of the last delivery to THE COMPANY, all such documents shall be returned to THE COMPANY with immediate effect.

22.2 The Bidder shall not disclose the technical information furnished to or organized by the Bidder under or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the Bidder by THE COMPANY shall at all-time remain the absolute property of THE COMPANY. Imparting of any confidential information by the Bidder will be breach of contract.

22.3 The Vendor agrees that all copyrights, goodwill, patents, know-how, trade secrets and other intellectual property rights ("IPR") whether now known or hereafter becoming known and comprised or subsisting in THE COMPANY Ground Support Equipment, any derivative Ground Support Equipment, and the confidential information as well as any and all other Ground Support Equipment provided to the Vendor by THE COMPANY, or created or developed by the Vendor exclusively for THE COMPANY, in connection with or for the purposes of the Agreement are and will be the sole and absolute property of THE COMPANY and the Vendor hereby assigns to THE COMPANY all its Intellectual Property Rights in respect thereof, in accordance with the Agreement.

22.4 In the event that notwithstanding the above, the Vendor has or acquires the Intellectual Property Rights, the said Bidder is deemed to have irrevocably assigned and transferred the same to THE COMPANY without any obligations on the part of THE COMPANY to pay any fees. Further and if required by THE COMPANY and at the cost of THE COMPANY, the Vendor shall execute and deliver to THE COMPANY all relevant documents or assignments and transfer in respect of the Intellectual Property Rights

and the documents will be in such form as may be required by THE COMPANY in this regard.

22.5 This clause is without prejudice to and does not limit the extent of the Bidder's obligations herein provided that nothing in the above clause or this clause is intended to confer on THE COMPANY any intellectual property rights which belong to or are vested in (i) the Vendor prior to the commencement of the Agreement, any such rights created independent of the provision of services under the Agreement including all software, tools, processes, utilities and methodologies belonging to the said Bidder and used in the provision of the Agreement, even if such intellectual property or any part thereof is incorporated into or forming part of the Ground Support Equipment developed for THE COMPANY, (ii) any alterations, modifications, enhancements or customisations made to any of the above in the item(s) in the course of provision of the services hereunder and (iii) any third party software as set forth in any license extended by any such Bidder.

22.6 The Vendor further agrees not to: i) Make claims or assist any third party in any claim to the Intellectual Property Rights; ii) Do or permit any act to be done which is likely to prejudice any rights of THE COMPANY in and to the Intellectual Property Rights; and iii) Do or permit to be done any act or thing which is likely to jeopardize or invalidate any rights of THE COMPANY in and to the Intellectual Property Rights.

22.7 The Vendor fully covenants to THE COMPANY that the item(s) have not been and will not be produced in infringement of any intellectual property right including patent, trade mark or copyright and the Vendor shall indemnify and hold THE COMPANY, its servants and agents free and harmless from any prejudice, damages and expenses, including legal expenses incurred as a result of claims or legal proceedings brought against THE COMPANY, its servants or agents in connection with the foregoing.

22.8 If any legal proceeding is instituted for an alleged infringement of intellectual property rights, THE COMPANY reserves the right to cancel immediately all items yet to be accepted by THE COMPANY and/or to purchase all such items from elsewhere without prejudice to all or any of THE COMPANY' rights in the Agreement.

23. Gifts, Inducement & Rewards

23.1 The **Bidder**(s) shall not offer gifts and rewards in any form or manner to any **THE COMPANY** employee in relation to the obtaining or execution of any Contract with **THE COMPANY**, whether or not the like acts are performed by the **Bidder**(s) or persons acting on its behalf with or without the knowledge of the **Bidder**(s). The **Bidder** shall inform **THE COMPANY** immediately and without fail if there is attempt from **THE COMPANY**' staff to seek gifts and rewards in any kind and form from them. Failure to do so, constitute a serious offence which may render a termination of the Contract with **THE COMPANY**.

23.2 Without prejudice to the rights and remedies available under the law, **THE COMPANY** shall terminate the Contract and debar the **Bidder**(s) for any appropriate period of time if it is proven that the **Bidder**(s) has/have offered and/or given gifts and rewards in obtaining or in execution of any Contract.

24. Conflict of Interest

24.1 The **Bidder** (including its Personnel) that has a business or family relationship with family member of **THE COMPANY** staff who is directly involved in any part of (i) the preparation of the Terms of Reference and Scope of work & services of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Works, may be disqualified from the Bid and / or terminate the Contract executed under the TENDER, unless the conflict stemming from this relationship has been resolved in a manner acceptable to **THE COMPANY** throughout the selection process and execution of the Work Order.

24.2 The Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of **THE COMPANY**, or that may reasonable be perceived to the disqualification of the **Bidder** of the termination of Work Order.

25. Indemnity:

The **Bidder** agrees to fully and effectively indemnify and hold harmless the company, it's officers and also parent companies from and against all actions, proceedings, claims, damages, liabilities, losses, costs and expenses (including without limitation, legal costs and expenses) whatsoever arising out of or in connection with the provision of the supply of equipment in this TENDER.

26. Insurance:

26.1 The successful bidder shall be required to provide and maintain comprehensive insurance coverage throughout the duration of the contract. Unless otherwise instructed in the contract, the vendor shall arrange for insuring the Goods against loss or damage incidental

to manufacture or acquisition, transportation, storage, and delivery. In case of domestic goods supply on CIF/ FOR destination basis, the vendor shall be responsible until the entire Goods contracted arrive in good condition at destination. The vendor shall cover the transit risk in this respect by getting the Goods duly insured at its own cost. The contractor shall obtain the insurance cover in its name and not in the name of the THE COMPANY or its Consignee.

26.2 The bidder shall ensure that the insurance policies remain in force and that all premiums are paid up to date. THE COMPANY shall not be liable in the event of a any claim, the bidder alone shall promptly take all necessary actions to facilitate the processing of the claim.

26.3 Failure to maintain the required insurance coverage may result in the termination of the contract or other remedies as specified in the contract documents. THE COMPANY reserves the right to review and approve the insurance policies and coverage limits to ensure they meet the specified requirements.

27. **Clarification:**

27.1 For any clarifications, please contact Mr. Hemant Puralkar on email: hemant.puralkar@aisats.in

27.2 During the period following release of this TENDER all Bidders will be permitted to submit questions in writing. Bidders are advised to submit their questions and quarries well in advance to avoid any last-minute rush, in such case THE COMPANY will not be responsible for delay or non-submission of bids by any Bidder.

27.3 While all questions will be given full consideration, Air India SATS Airport Services Private Limited reserves the right to limit the format, content and timing of its responses in any way believed by it to be appropriate (which includes the right to refuse a response without giving any reason for so doing).

28. **Confidentiality:**

The contents of this TENDER, together with all responses and clarifications provided to the **Bidder** by ANCTPL, and it's process of **Bidder** selection, as well as the timing and content of any meetings, discussions and negotiations between ANCTPL and the **Bidder**, constitute 'Confidential Information and shall not be shared with any third party.

29. **Arbitration and Dispute Resolution:**

29.1 In the event of any dispute arising out of or in connection to this TENDER or the breach thereof including any question regarding its existence, validity or termination, the Parties

shall first use their best endeavours to settle such disputes or differences through amicable discussions. To this effect, they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach an amicable and equitable solution satisfactory to both Parties.

29.2 However, if the dispute is not resolved within a period of thirty (30) days from the date the dispute is addressed by either party to the other Party then such disputes shall be resolved by reference to Arbitration by Sole Arbitrator to be mutually appointed by both the parties or through reference to court as per the provisions of the Arbitration and Conciliation Act, 1996 along with any amendments thereto. The arbitration proceedings shall be conducted under the Arbitration and Conciliation Act, 1996 and any amendments thereto. The arbitration proceedings shall be conducted in English language and the seat of Arbitration shall be Mumbai, India. The Bidder shall bear all the expenses pertaining to Arbitration proceedings including arbitration fees and charges decided by the Arbitrator. The award so passed by the Sole Arbitrator shall be final and binding on the Parties.

29.3 The Parties expressly agree that while any dispute under this document is subject of reference to arbitration proceedings, the Parties shall continue to perform all their respective obligations under this TENDER without prejudice to the final determination of such reference by the Sole Arbitrator.

30. **Force Majeure:**

30.1 Neither Party hereto shall be liable for failure to perform or for delay in forming any of its obligations under the TENDER/Contract, if such failure or delay is caused or results from a condition or FORCE MAJEURE.

30.2 The term FORCE MAJEURE as used in the TENDER/Contract means Act of God, War, Revolt, Riot, Fire Tempest, Flood, Earthquake, Lighting, direct or indirect consequences of war (declare/undeclared) sabotage, hostilities, National Emergency, Civil Disturbances, Natural Calamities, Commotion, Embargo (Blockage) due to any law or promulgation, Ordinance or Executive order whether central or State or Local or Municipal Authorities, Regulation.

30.3 In the event of a force majeure occurrence affecting the performance of the agreement, the affected party shall promptly notify the other party in writing within [15] days of becoming aware of such event, detailing the nature of the force majeure event and its expected impact on the contract. Failure to provide such notice within the stipulated timeframe shall constitute a waiver of any claim for relief under force majeure provisions and THE COMPANY shall also be liable to terminate the contract forthwith without giving any notice and without assigning any reason.

31. **Jurisdiction:**

This TENDER shall be governed by, and interpreted in accordance with, the Laws of India. The Courts in Delhi shall have exclusive jurisdiction to adjudicate the subject matter of this TENDER.

ANNEXURE – II

GENERAL INSTRUCTIONS TO BIDDERS

a. Online e-TENDER submissions are to be submitted through the E-procurement portal (Technical bid and Price bid) https://aisats.procuretiger.com/EPROC/ on or before 1700 Hrs. (Indian Standard Time) by **27th March 2024**.

b. Bids submitted online will only be submitted and bids sent by any other mode or way will be summarily rejected. **Bids** received late, delivered to a different address other than as specified in the E-TENDER / or lost in transit will not be accepted irrespective of whether the delay has arisen on account of the delivery system.

c. There will be no acknowledgement of receipt of any **Bid**. It is the responsibility of the **Bidder** to ensure that the **Bid** reaches **the Company** in the required manner and prior to the closure of the **Bid** submission date and time.

d. **Bids** that are incomplete and do not comply with the Terms & conditions laid down in e-TENDER documents are liable to be rejected.

e. **Bids** which will be received late or after the last date and time of submission mentioned in the E-TENDER due to any reason will be rejected.

f. The **Bidder** must sign (With Seal) all the pages of the technical bid and the price bids. The **Bidder** must submit this **E-TENDER** along with the technical bid signed by the authorized signatory of his firm and affix his/his firm's stamp at each page of the E-TENDER including its Annexures as the acceptance of all the terms and conditions.

g. The Technical Bid should not contain any indication of the price. In case any indication of price is included in the technical bid, the Bid will be rejected without any reference to the **Bidder**. No correspondence will be entertained in this regard.

h. The Price bids of only those **Bidders**, who qualify in the Technical Bid evaluation, would be opened later, and will be considered for further evaluation.

i. **The Company**, reserves the right to accept / reject any / all e-TENDER without assigning any reasons.

j. This document, or any part thereof, does not constitute and shall not be construed as a contract between **the Company** and any **Bidder** and no communication, whether verbal or written by **the Company** management, personnel, or agents of the organization during the course of the evaluation process shall create such a contract in respect of the products or services specified in this E-TENDER.

k. The **Bidder** is responsible for all costs and expenses associated with responding to this E-TENDER and **the Company** cannot be held liable for any costs incurred by the **Bidder** regardless of the outcome.

l. The **Bidder** must examine this document and be satisfied that it fully understands its obligations. **The Company** shall rely upon the information provided by the **Bidder** and select the **Bidder** based on this information.

m. **Bidders** may visit the site for inspection at their own cost. They have to inform **the Company** in advance about the same.

n. **The Company** reserves the right to accept any bid in respect of the whole or any portion of the work specified in the specification and scope of the supply or to divide or reduce the work. **The Company** shall reserve the right to accept the whole or part of the bid.

o. The process of verification of the credentials, background checks, technical capabilities, and performance track record of any or all the **Bidders** can be carried out at any stage before the award of the contract by **the Company** or it's representatives. **The Company** reserves the right to disqualify any such applicants/**Bidder** if negative feedback is recorded during such verification process.

p. **The Company** is not liable for any claim for whatever costs which may be incurred in the preparation of the E-TENDER

q. **The Company** may at its sole discretion and at any time during the evaluation of proposal, disqualify any **Bidder**, if the **Bidder**:
   1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
   2. Failed to provide related clarifications, when sought.

r. **The Company** reserves rights to :
   1. Reject any or all responses received in response to the E-TENDER without assigning any reason whatsoever.
   2. Cancel the E-TENDER at any stage, without assigning any reason whatsoever.
   3. Waive or change any formalities, irregularities, or inconsistencies in this proposal (format and delivery).
   4. Extend the time for submission of all proposals and such an extension would be duly notified on website.
   5. Select the next most responsive **Bidder** if the first most responsive **Bidder** evaluated for selection fails to result in the **Contract** within a specified time frame.
   6. Select the **Bidder** even if a single bid is received as response.

s. **The Company**, reserves the right to award the contract(s) in parts or in whole to one or more **Bidders**, based on its internal evaluation of the bids.

t. **The Company** is not bound to accept the lowest quoted bid or to assign any reason for non-acceptance or rejection of the bid. No bid shall be deemed to have been accepted unless such acceptance has been notified in writing to the **Vendor** by **the Company** through the letter of acceptance.

u. **The Company** reserves the right to conduct negotiations and clarification meetings with qualified L1, L2 & L3 **Bidder** to achieve the most competitive and desirable solution for **the Company**.

v. **The Company** also reserves the right to conduct negotiations with any **Bidder** having a price difference of 20% or less to the lowest quoted bid.

w. The **Bidder** acknowledges that in making its selection and when considering the formation of the Contract with the **Bidder**, **The Company** will act in reliance on the representations made by the **Bidder** in the bid documents prepared and submitted in response to this E-TENDER.

x. The **Vendor** shall enter / sign a contract with THE Company based at its Noida Office address.

y. The **Vendor** shall supply and **the Company** shall purchase the Equipment as prescribed in "Annexure – IV" in accordance with and subject to the terms of the Contract. The Company has the discretion to modify/amend the terms and conditions of the agreement as deemed necessary.

z. **The Company** has the right to reduce / increase the scope of work based on the rates quoted by the **Bidder**.

aa. In particular but without limiting the generality of Clause" x" the **Vendor** shall at its own cost and expense; Perform the services:

1. In accordance with the provisions;
2. In accordance with the Schedule;
3. In accordance with the best industry practice;
4. 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 Contract.

bb. The **Vendor** will not assign the Contract to any third party without the prior written consent from **the Company**.

cc. In the event of default **the Company**, reserves the right to cancel the order or the contract and can claim damages from **Vendor** and also reserve the right to award the contract to another party at the cost and risk of the **Vendor**.

dd. The Company may ask bidders for clarification and discussion or pitch presentation at its office. Bidders have to do the needful at their own cost.

ee. Important dates relating to this E-TENDER as under:

1. Last Date and Time for Submission of Bid: **27th March 2024 17:00 hrs**.

ANNEXURE – III

Eligibility Criteria for Bidders

The **Bidders** shall meet the following minimum eligibility requirement through supporting document to qualify for participation in the bidding process.

Sr. No.	Description of Criteria	Required Supporting Document
1	The **Bidder** shall necessarily be a legally valid entity, operating for minimum 3 (three) years.	Self-Attested copy of Certificates of incorporation/ registration issued by the respective authority
2	**Bidder** should be registered with the Income Tax, and GST and any other relevant legislation required for the purpose.	Copies of PAN, GSTIN,
3	**Bidder** must not be under any declaration of ineligibility by any authority and should not be blacklisted with any of the government department/office and has no criminal case pending in any court of law as on date of proposal.	Undertaking needs to be provided on the letter head of **Bidder**.
4	The Bidder should have provided similar system to other Customers of cargo, logistics, aviation customers	List of related Customers along with details of system delivered along with details of the persons for the reference.
5	The **Bidder** must have a minimum average turn-over of Rs. 50 Lacs. for last 3 consecutive years as follows:	Last 3 years Audited Balance sheets or duly attested copy from the statutory auditor / chartered accountant has to be provided certifying Organizations turn over during last three financial years.

Documents to be Submitted:

- Detailed Company Profile including the details of company incorporation, group companies, management, offices & manufacturing facilities, any certifications, details of all projects delivered during last 3 years, customer details and any other information required.
- Company incorporation Certificate
- Company Pan Card
- Company GST Certificate
- Undertaking
- List of related Customers along with details of system delivered along with details of the persons for the reference.
- Last 3-year balance sheets and P & L or 3-year revenue certificate from CA.
- Any other certification obtained by company.

ANNEXURE – IV

Equipment Details

Rack Size requirements:

a. Domestic Outbound & Inbound – Provision for 1 rack along the wall 10 m long x 1 meter wide x 8 m high. Each rack position to hold 1 Ton. Considering 8 vertical positions the slab strength to be 8T/sqm.

b. International Export & Import – Provision for 2 racks along the wall 10 m long x 1 meter wide x 10 m high. Each rack position to hold 1 Ton. Considering 10 vertical positions the slab strength to be 10T/sqm.

c. Express Courier Export & Import – Provision for 4 racks along the wall 10 m long x 1 meter wide x 5 m high. Each rack position to hold 0.2 Tons. Considering 5 vertical positions the slab strength to be 01 T/sqm.

The broader scope involves the design, supply and installation of racking systems as per ANCTPL requirement.

Specifications Requirements:

1.0 DESIGN GUIDELINES

Following standards are to be followed, as applicable for design of Racking system

- IS 801:1975 – Code of practice for use of cold formed light gauge steel structural members in general building conditions.
- IS 800:1984/2007 – Code of practice for general construction of steel.
- FEM 10.2.02 – Code of practice for design of steel pallet racking.
- FEM 10.3.01 – Adjustable beam pallet racking, tolerances, deformations and clearances.
- EN:15512:2009 – Steel static storage system – Adjustable pallet racking systems – Principle for structural design.
- SEMA Code of practice for the design of static racking.

1.1 RAW MATERIAL

Load Bearing Members of the system are made out of high strength HR steel having properties equivalent to grades specified by IS 5986: 2002 and IS 2062: 2006.

Steel Type	Minimum guaranteed yield strength	Equivalent international standard
IS 513	210 Mpa	
IS:5986 - Fe 410 / Equivalent or IS:2062 - E250 / Equivalent IS:3601 - 2006 / Equivalent IS:4923 - 1997 / Equivalent	255Mpa 210 Mpa	JIS 3101: SS 400 EN 10025 : S 235 JR DIN 17100 : St 42

In addition to high strength, the raw material used for structural load bearing members possesses adequate ductility to ensure toughness. Feature such as raw material traceability should be available at your plant.

2 Racking Components Details

2.1 Uprights

a. Usage: Vertical load bearing multiband (min 10) profile designed to offer maximum load carrying strength with optimum surface utilization, ensuring high standards of stability and safety. It transfers the load to the ground via grouted base plates.
b. Design Criteria: BS 5950 Part (V) and SEMA Guidelines.
c. Configuration: Common upright systems have been proposed.
d. Manufacturing: Roll formed construction made in single piece without welding. Process of punching and forming in one flow and in a synchronized operation, hence providing dimensional accuracy and uniform and consistent contour.
e. Flexibility: Slots at every 50 mm enabling warehouse user utilise height optimally, face hole dia 11mm, to adapt to changing sizes.
f. Fixity: Bolted with base plates to transfer the load to the ground.
g. Profile: Omega profile.
h. Material Quality: Minimum yield strength 250 MPa. i. Minimum Section – 80x80mm , Thickness- 2.5 mm
j. Finish: Lead Free Epoxy Polyester powder coated.
k. Colour: Pepsi Blue

2.2 BASE PLATES

a. Utility : Used to anchor upright to the ground
b. Manufacturing Process : Welding and Press formed.
c. Section : Min 180mm x 110 mm x 5 (t)mm but can exceed as per the design.
d. Fixity : Grouted with 2 nos M12x100 chemical anchoring type and bolted to upright by two M10x25 of fasteners. Floor level adjustments done through shims.
e. Grouting fasteners are zinc plated.
f. Finish : Lead free Epoxy Polyester powder coated
g. Colour : Orange.

2.3 BRACINGS

a. Utility: Essential members- Diagonal & horizontal bracings are connected to upright to make frames to impart stability to the structure.
b. Configuration: Requisite amount of diagonal and horizontal bracings are provided as per load capacity and application as shown in the side view of elevation in the drawing. The horizontal bracings are connected to the topmost and bottommost diagonal bracings for frame stability. Length of bracings depend on the depth of the units.
c. Profile: Lipped Channel as per design.
d. No. of bends : 4
e. Manufacturing Process: Bracing channels manufactured through press forming.
f. Alignment: Spacers align the diagonal bracings.
g. Surface Finish: Powder Coated Pepsi Blue

2.4 BEAMS

a. Utility: The horizontal load carrying members that support the pallets.
b. Manufacturing: Roll formed. It is formed through sheets through continuous gradual roll forming in single flow. This ensures tensional strength of the beams, unlike open profiles which tend to buckle for heavy loads or for longer beam lengths. No welding is allowed to form box section.
c. Material Specification: Material used is hot rolled steel with minimum yield strength of 255MPa
d. Profile: TWIN TOP.
e. Design Criteria: The beams shall withstand for the specified load under the following deflection criteria of Span / Deflection should be less than 200, under SEMA guidelines.
f. Fixity: The box beams are welded to connectors (at works, and not at site) which will be hooked on to uprights.

g. Min Height- 100 mm Min Width-50mm , Min thickness – 1.6mm
h. Locking Mechanism. Beam locks by locking pins ensure that beams are engaged with uprights precisely and prevent any accidental beam dislodgement due to handling equipment. Diameter is 6mm for locking pin.
i. Surface Finish : Lead Free Epoxy Polyester powder coated
j. Colour: Orange.

2.5 Decking Panels with Support Bar

a. Utility: For Supporting the pallets on the loading level. It is useful for using different type of pallets and materials without pallet
b. Manufacturing: punching and bending.
c. Material Specification: Material used is hot rolled steel with minimum yield strength of 255MPa
d. Profile: Four Bend Section Panels and Adjustable type Pallet Bar.
e. Fixity: Placing parallel to beam using pallet bar under the Panels. Pallets bars have been connected with Beams.
f. Locking Mechanism. Pallets bar will be adjustable type and Section panels are to be Nut & Bolted with each other in a distance of 750mm
g. Surface Finish : Pallet Bar : Epoxy Polyester Powder Coated Pepsi Blue.
Sectional Panel Galvanized
h. Color – Pallet Bar – Pepsi Blue, Sectional Panel – Galvanized Steel Finish

2.6 ROW CONNECTOR

a. Utility: Used to connect back-to-back frames. This is used for double faced rows. They impart stability to the system.
b. Profile: Lipped channel with rectangular plates at end. Manufacturing
c. Roll forming and welded
d. Surface Finish: Epoxy Polyester Powder Coated Pepsi Blue.

2.7 COLUMN GUARDS

a. Utility: Safety member to protect uprights being accidentally hit by MHE while turning.
b. Location: For first upright of every row facing cross aisles.
c. Section: Smooth C profile
d. Fixity: Grouted to the ground by 4 nos. M12x100.
e. Surface Finish: Epoxy Polyester powder coated Yellow

2.8 AISLE PLACARD

a. Acrylic Sheet cards indicates aisles / row nos. and helps as guide to the operator.

2.9SIGNAGES

a. They are safety sign boards / instructions for operators.
b. It displays the dos and don'ts for safe operation.
c. Quality: Acrylic Board with Photo Print

2.10 FASTENERS

a. Fasteners used are of 4.8 grade minimum with galvanized finish to suit industrial atmosphere.

2.11 PALLET STOPPERS

a.	Type of Profile	Pipe
b.	Diameter	38mm
c.	Length	To be adjusted as per the space
d.	Connectivity	with Clamp and U- Bolt
e.	Overhang Permitting	100mm
f.	Mfg Process	Standard Process
g.	Surface Finish	Powder Coated
h.	Colour	Yellow

2.12 ROW GUARDS

a) Utility: Safety member to prevent racks being hit by MHE while turning. They protect the end frames.
b) Location: At the end of rows where working and cross aisles meet. Protects the two cross aisle facing uprights and frame.
c) Section: Rigid tubular section, 400mm height, 60 x 60 mm ,
d) Energy absorption of 300Nm.
e) Fixity: Grouted to the ground by 4 nos. M12x100.

3 PRETREATMENT AND SURFACE FINISH

3.1 PRE-TREATMENT

All components of the system are supplied duly finished with Epoxy-Polyester powder Coating after doing the surface treatment of all the items by using pre-treatment method in seven stage process.

3.2 FINAL FINISH

a Uprights, beams, bracings, Pallet Bar and other items have Epoxy Polyester powder coating (lead free) of the colour and shade is applied to all components with an average dry film thickness not less than 40-50 microns.

b The material components are oven baked within a controlled temperature as specified by Powder Manufacturer for a flawless finish.

c The finish is as strong so as to withstand a 2H pencil hardness test.

d Testing of paint for various physical and chemical properties done as per IS 101:19

ANNEXURE – V

UNDERTAKING FORMAT

UNDERTAKING (to be given on Bidder's letter head)

a. We hereby certify that all the information furnished by us is true to our knowledge. We have no objection to **ANCTPL** verifying any or all the information furnished in this document with the concerned authorities, if necessary.

b. In the event of any information or statement being found to be in-correct in any way, the same is construed to be misrepresentation, enabling **ANCTPL** to refuse any resultant contract.

c. We further undertake, as and when called by **ANCTPL** for the inspection, to produce original(s) of the documents of which copies have been attached hereto.

d. It is certified that we/our company have not been debarred or blacklisted from participation in Government e-TENDERs at the time of submission of e-TENDER document against this e-TENDER.

e. We hereby certify that we / our company have not been penalized or found guilty in the court of law.

f. We hereby certify that we / our company have nil records of poor performance during the last 3 (three) years, as on the date of application such as abandoning the work, rescinding of contract of their clients for which the reasons are attributable to the non-performance of the **Bidder** or its constituents, inordinate delays in completion, consistent history of litigation / arbitration awarded against the **Bidder** or any of its constituents or financial failure due to bankruptcy etc.

Name
Designation
Signature
Stamp