



Airports Authority of India

Information Technology Division
Safdarjung Airport, New Delhi

TENDER DOCUMENT

TENDER NO.: AAI/CHQ/ITD/IMS/01/2021-22

Title: "Infrastructure Maintenance Services (IMS) Provider of Safdarjung & Rajiv Gandhi Bhawan AAI Data Center"

CPP Portal Tender ID: - 2022_AAI_111746_1

Date: 04-04-2022

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SECTION – 1**NOTICE INVITING TENDER**

1. Airports Authority of India invites e-tenders from OEM or OEM-Authorized Service Providers/ System Integrators of IT & Non-IT equipment & licenses for the **"Infrastructure Maintenance Services (IMS) Provider of Safdarjung & Rajiv Gandhi Bhawan AAI Data Center"** as per the bill of material given in schedule "B" in this tender document with detailed Technical Specifications as given in **Annexure – VII**. Bidders shall have to submit Tender Specific Authorization from OEMs of products offered in the bids (If applicable).
2. Estimated cost of the purchase / work & the EMD are given below.

Sr. No.	Name of the Work	Estimated Cost (INR)	EMD Amount in DD/BG (INR)	COST OF TENDER (INR)
1	Infrastructure Maintenance Services (IMS) Provider of Safdarjung & Rajiv Gandhi Bhawan AAI Data Center	Rs. 7,84,92,110 /- Exclusive of GST.	Rs. 15,69,842 /-	Rs. 2950 /-

3. **Tender Fee & EMD:** The cost of tender fee, EMD shall be paid "online" on CPP portal through Online Payment gateway and for EMD undertaking shall be submitted if the bidder doesn't have a MSME and NSIC certificate as per annexure IIB given in the tender document. For online payment details given on the below mentioned link <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>
4. For Tender Fee, EMD & PBG bidder has to follow the government of India guideline and modification will be applied as per the future order come from Government of India. The address of sending Tender Fee & EMD through post/courier shall be as below-

Mr. Ankit Mishra, Sr. Manager (IT)
O/o Executive Director (IT)
IT Department, Hanger Building
Safdarjung Airport
Airports Authority of India
New Delhi- 110003

5. The following bank details need to be incorporated by the bidder in the PBG document/ EMD documents in form of BG -

CORPORATE NAME: AIRPORTS AUTHORITY OF INDIA

BANK NAME: ICICI BANK

IFSC CODE: ICIC0000007

BG ADVISING MESSAGE: IFN 760COV (BG ISSUE).

IFN 767COV (BG AMENDMENT)

UNIQUE IDENTIFIER CODE: AAICORHQ to be mentioned in field 7037 of the BG

6. The vendor has to issue a letter to its bank which is issuing BG. This letter is for the generation of SFMS (Structural Financial Messaging System) Message from issuing bank to AAI's beneficiary bank (ICICI

bank- details given in point 5) for BG confirmation. The format of the letter from a vendor to its issuing bank is given in Annexure – XVI.

7. This tender is invited through the electronic tendering process and can be downloaded from the Central Public Procurement Portal with URL address <http://etenders.gov.in/eprocure/app> . A copy of the tender is also available on AAI website (www.aai.aero). Please note that the submission of the tender is only through the e-Procurement portal <http://etenders.gov.in> .The tenders will not be accepted in any other form. Further, it may be noted that tenders which are duly submitted on e-Procurement portal shall only be final and tenders just saved without submission / publish will not be available to the evaluation committee. Bidders are requested to go through the e-Procurement portal for guidelines, procedures & system requirements. In case of any technical difficulty, bidders may contact on the following help desk numbers & email ids.
8. **Independent External Monitor (IEM):** Sh. Ramabhadran Ramanujam , IAS (Retd.) & Sh. J K Khanna, IPS DG Police (Retd.) shall act as IEMs. All correspondences regarding implementation of Integrity Pact, shall be addressed to Sh. Ramabhadran Ramanujam c/o Chairman, Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003 & Sh. J K Khanna. E-mail id of IEMs are raamaanuj@gmail.com & jkkhannaips@yahoo.com respectively.

(Help Desk Services)

- Any Queries relating to the process of online bid submission or queries relating to CPP portal Technical Assistance, please call the Helpdesk, on following Telephone Numbers Tel: +91-120-4200462, +91-120-4001002, +91-8826246593. & Email Address: support-eproc@nic.in
- Before submitting queries related to system, bidders are requested to follow the instructions given in e-procurement portal and get their computer system configured according to the recommended settings for the e-procurement portal.
- In order to facilitate the Vendors / Bidders, the AAI Help desk services shall be available on all working days (except Sunday) between 0800-2000 hours and shall assist users related to the use of the CPP e-Procurement portal. The below mentioned help desk numbers are intended only for queries related to the ease of use on e-procurement portal. However, AAI shall not be responsible for any reason to bidders for not submitting the bids in the e-procurement portal.
- For any technical assistance with regard to the functioning of the portal, the bidders as well as AAI users may contact according to the escalation matrix as mentioned below:

SL. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950 Ext. 3512 (Six Lines)	0800-2000 Hrs. (MON - SAT)
2.	Mr. Sanjeev Kumar Manager(IT)	After 4 Hours of Issue	etendersupport@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
3	Mr. Dharmendra Kumar Jt. GM (IT)	After 12 Hrs.	dkumar@aai.aero	011-24632950, Ext-3527	0930-1800 Hrs. (MON-FRI)
4	General Manager(IT)	After 03 Days	gmitchq@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

- For queries related to the tender published on the portal, bidders are advised to send clarifications (if any) through e-procurement portal only.
- Bid Manager Details are as below-

Mr. Ankit Mishra, Sr. Manager (IT)

ankitmishra@aai.aero

011-24632950 (Ext. 3505)

- **The AAI Help Desk services shall remain closed on Sundays & all Government Gazetted Holidays**

9. The critical dates for this tender are as given below.

Sl. No.	Activity	Up to Date & Time (IST)
1	Publishing Date & Time	17:00 Hrs, 04-04-2022
2	Document download / sale start Date & Time	17:00 Hrs, 04-04-2022
3	Seek clarification Start Date & Time	17:00 Hrs, 04-04-2022
4	Pre Bid Meeting (Through VC)	10:30 Hrs, 08-04-2022
5	Seek Clarification End Date	11:30 Hrs, 18-04-2022
6	AAI Response to bidders' queries'	17:00 Hrs, 21-04-2022
7	Bid Submission Start Date & Time	17:30 Hrs, 21-04-2022
8	Bid Submission Closing Date & Time	14:00 Hrs, 26-04-2022
9	Bid Opening Date & Time	15:00 Hrs, 27-04-2022
10	Opening of Financial Bid (Tentative)	15:00 Hrs, 04-05-2022
11	Reverse Auction Date	Shall be intimated later

10. The bidders who wish to participate in the Pre Bid Meeting held through VC (Cisco WebEx) on 10:30 Hrs 08-04-2022, shall inform AAI Bid Manager on email id (ankitmishra@aai.aero) by dropping an email that covers the name of the company, details of executive (name, designation, email id and contact no.) maximum two executives representation are allowed to participate in a pre-bid meeting. Send details on or before 11:00 Hrs 07-04-2022.
11. AAI may at its discretion, extend/change the schedule of any activity by issuing an addendum/corrigendum on the CPPP Portal. In such cases, all rights and obligations of AAI and the Bidders previously subject to the original schedule will thereafter be subject to the schedule as extended/changed.

ED (IT)
Issued On:

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SECTION - II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS

- 1.1 "AAI / The Buyer" means the Airports Authority of India.
- 1.2 "The Bidder / Vendor" means the individual or firm who participates in this tender and submits its bid.
- 1.3 "Project Manager AAI" means the AAI executive responsible for signing all documents from AAI side and shall coordinate all the activities of the project with the bidder / contractor.
- 1.4 "The Supplier / Contractor" means the individual or firm taking up the work as defined under the Notice Inviting Tender.
- 1.5 "The Works Order" means the order placed for the supply, installation, testing & commissioning of systems / works by the Buyer on the Contractor signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.6 "The Purchase Order / Supply Order" means the order placed for the supply of items by the Buyer on the Supplier signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.7 "The Contract" means the agreement signed between the Buyer and the Contractor as per the terms and conditions contained in the Works Order / Purchase Order.
- 1.8 "The Contract Price" means the price payable to the Contractor under the Works Order / Purchase Order for the full and proper performance of its contractual obligations.
- 1.9 "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit has not been attached, or the required data has not been provided with the Bid or intentional errors have been committed in the Bid.
- 1.10 "CPP Portal" means, the Central Public Procurement Portal specified throughout this document is the online system for Bidders to submit their Tender packages.
- 1.11 "EMD" refers to the Earnest Money Deposit to be submitted by the bidder.
- 1.12 "CPE" refers to Customer Premises Equipment in context of the SDWAN solution.
- 1.13 "CCA India" refers to the Controller of Certifying Authorities (CCA), Ministry of Electronics & Information Technology, Government of India.
- 1.14 "MAF" refers to Manufacturer's Authorization Form (MAF).
- 1.15 "PQQ" refers to Pre-Qualification Questionnaire.
- 1.16 "BOQ" refers to Bill of Quantity.

- 1.17 "NIT" refers to Notice Inviting Tender.
- 1.18 "OEM" refers to the Original Equipment Manufacturer.
- 1.19 "SAT" refers to Site Acceptance Test.
- 1.20 "RGB" refers to Rajeev Gandhi Bhavan (AAI Corporate Headquarters, New Delhi-110003).
- 1.21 "AAI IS Security Policy" refers to the AAI Information Security Policy.

2. Registration at CPPP:

- 2.1 The Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal (URL: <http://etenders.gov.in/eprocure/app>). Registration is free of charge.
- 2.2 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class-II or Class-III certificates with signing key usage) issued by any certifying Agency recognized by CCA India.

3. The bidder shall submit the documents comprising the bid, in four packets available on CPP Portal as given below.

3.1 Packet-1: Tender Fee and EMD

- 3.1.1 **Tender Fee:** The cost of tender document shall be as per NIT and will be non-refundable. The cost of tender document shall be paid **online through Payment Gateway on CPP Portal**. The procedure for online payment of Tender Fee through Payment Gateway on CPP Portal can be seen at the link [https://www.aai.aero/sites/default/files/Ti_No_10\(R\).pdf](https://www.aai.aero/sites/default/files/Ti_No_10(R).pdf). Govt. of India's Guidelines issued from time to time relating to exemption of tender fee shall be applicable to eligible bidders. The bidders can also refer following link for Bidders manual kit over E-Tenders/ CPPP portal <https://etenders.gov.in/eprocure/app;jsessionid=CCEC8DD88B8AB0A19BB636D45FD6EAFD.geps1?page=BiddersManualKit&service=page>
- 3.1.2 NSIC registered bidders shall upload copy of valid NSIC Registration Certificate as per GoI rules for the purpose of verifying their claim for exemption from Tender fee in pack-1. For details refer clause 20 of section-IV.
- 3.1.3 Tenders not accompanied by the requisite Tender Fee or valid proof as per GoI of exemption from Tender Fee, shall be rejected.
- 3.1.4 **Earnest Money Deposit:** EMD of value as given in in Section-I of the Tender (Notice Inviting Tenders) shall be submitted as below: -
 - 3.1.4.1. For EMD undertaking should be submitted as per annexure IIB .
 - 3.1.4.2. Tenderers not submitting the requisite undertaking for earnest money deposit will be rejected.

3.1.4.3. Govt. of India's Guidelines issued from time to time relating to exemption of earnest money shall be applicable to eligible bidders.

3.1.4.4. Details regarding EMD payment/Refund/forfeit may be seen in Section – III.

3.1.5 NSIC registered bidders shall upload copy of valid NSIC Registration Certificate as per GoI rules for the purpose of verifying their claim for exemption from EMD in Tender fee Pack-1. For details, refer clause 20 of section-IV.

3.1.6 Tenders not accompanied by the requisite EMD or valid proof as per GoI of exemption from EMD, shall be rejected.

3.1.7 The EMD Bank Guarantee shall be valid for a period of minimum eight (8) months from the notified date of opening of the Tender without any conditions by the bidder. In the case of any extension of Tender opening date, the bidder shall arrange to extend the validity of the EMD Bank Guarantee suitably within two weeks.

3.1.8 The bidder shall not change or alter or modify in any way, the language or contents of Annexure- II A & B (EMD Bank Guarantee) of this document.

3.1.9 The bidder shall provide the name, designation, address, fax number, telephone number and email of the bank issuing the Bank Guarantee for confirmation purposes.

3.1.10 Details regarding EMD payment/Refund/forfeit may be seen in Section – III.

3.2 **Packet-2: (Pre-Qualification Bid) It shall consist of the following documents: -**

(Bidders shall upload the required documents in **JPEG/PDF** in readable form under **specific .RAR Files in English Language** at e-procurement portal as mentioned in bid documents)

3.2.1 GST No./TIN and PAN.

3.2.1.1 The bidder should have valid PAN & GST/TIN registration etc. in India or any regulatory requirement in this region.

3.2.2 **Proof of execution of works:** Vendor should have successfully completed similar services with one Work Order of value equal to 80% or more of the estimated cost or two separate Works Orders, each for a value equal to or more than 50% of the estimated cost or three separate Work Orders, each for a value equal to or more than 40% of the estimated cost in last 7 years, for Government Departments or Public Undertakings or Private sectors (with in India). Similar services mean "Service Providers/ System Integrators of Annual Maintenance contracts of IT (Server/ SAN Storage/SAN switch or any other data center related IT equipment except Printer, Desktop, Laptop and scanner)/ Non-IT equipment/ licenses (IT related equipment's)" as per sub-clause B(i) under clause 3.2.15 below.

3.2.3 **Proof of satisfactory service:** Bidder shall submit performance certificate in respect of the experience of works claimed by bidder against execution of works (Para 3.2.2) above. Certification of satisfaction with complete detail of work carried out shall be submitted. Further, completion certificates should be issued by the Customer. In case of work experience of Private Sector, bidder has to additionally submit TDS certificate issued by the Customer in support of payment received and execution of work.

- 3.2.4 A letter from the bidder containing details of customer of works claimed for experience including postal address, official Phone Number, Email Address and URL (if any).
- 3.2.5 **A list of clients served** (with contact address) shall also be attached.
- 3.2.6 **Articles of Memorandum of Association or Partnership Deed or Proprietorship Deed** as the case may be.
- 3.2.7 **Average Annualized Financial Turnover:** Vendor should have annualized average financial turnover of at least **Rs. 2,35,47,633/- (Rupees Two Crore Thirty-Five Lakh Forty-Seven Thousand Six Hundred Thirty-Three Only) i.e. 30% of the estimated cost** or equivalent during last 3 years ending 31st March of previous financial year. As a proof of financial turn over, copy of abridged Balance Sheet along with profit & loss account of the bidder for the last three years should be submitted. (Tenderers have to submit UDIN generated documents like Balance Sheet/Turnover certificate, Working Capital Certificate (works done during last 5 financial years & works in hand), Net worth Certificate, Tax Deduction at Source (TDS) Certificates for Non- Govt. works etc. as per NIT conditions duly certified by CA and having UDIN. The documents submitted by bidders without UDIN shall not be entertained.)
- 3.2.8 **Unconditional Acceptance Letter:** Acceptance of all tender conditions in the format enclosed as Annexure-I of the tender document.
- 3.2.9 **Power of Attorney: Power of Attorney (Stamp of Rupees 100/-)** authorizing the designated executive to sign all documents on behalf of the company or Firm, if the bid is not signed by the Director of the Company or Partner / Proprietor of the Firm.
- 3.2.10 Proforma for Undertaking as per Annexure –X.
- 3.2.11 **Non-Disclosure Agreement:** Bidder shall submit Non-Disclosure Agreement as per Annexure-XIII of this tender document.
- 3.2.12 Details of the Vendor Firm/Company: Format enclosed as Annexure-VIII of the tender document.
- 3.2.13 Undertaking as per clause 6(b) of Annexure XIV
- 3.2.14 Tender Specific OEM Authorization (MAFs) from A10 networks, Oracle, Hewlett Packard Enterprise, APC (Schneider Electric), Dell-EMC, McAfee, with reference to Annexure S1.
- 3.2.15 **List of documents to be attached with the Eligibility Bid (PQQ Folder)– Bidder, please note the name of e-File corresponding to the Documents**

S. No.	Pre-Qualification Bid e-Documents (PDF)	e-File: Named As
A	RAR File 1	
i.	GST No. /TIN & PAN	TIN/GST–Name of Firm/Company
ii	Articles of Memorandum of Association or Partnership Deed or Proprietorship Deed.	MoA or Firm Deed
iii	Audited Balance Sheet during last three years	ABS-2019, ABS-2020 & ABS-2021
B	RAR File 2	

i	Proof of Experience of Works claimed. (PO/Work Order issued by the customer)	Single work order of value equal or more than Rs.6,27,93,688. (Exclusive of Taxes) Or Two work order of value equal or more than Rs.3,92,46,055 (Exclusive of Taxes) Or Three work order of value equal or more than Rs.3,13,96,844 (Exclusive of Taxes)
ii	Proof of completion (Completion Certificate issued by the customer) with complete details of works claimed.	Completion certificate of above work as mentioned in S. No. B(i)
iii	A letter of bidder having details of customer of works claimed for experience including postal address, official Phone Number, Email Address and URL (if any).	PO-Customer-Details
iv	List of client references with contact details including Email Ids.	Client List
C	RAR File 3	
i	Letter of Unconditional Acceptance of terms & conditions of tender as per as Annexure-I	Acceptance Letter
ii	Details of the Vendor Firm/Company: Format enclosed as Annexure-VIII of the tender document	Vendor Details
iii	Proforma for Undertaking (Annexure –X)	Undertaking
iv	Power of Attorney (In case Signatory is other than Director of a Company or Proprietor/Partner of the Firm) as per Annexure-XI	PoA
v	Non-Disclosure Agreement as per Annexure-XIII	Non-Disclosure
vii	Undertaking as per clause 6(b) of Annexure XIV states that "Local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content."	Verification of Local content.
D	RAR File 4	
I	Any other eligibility related documents as per tender document.	Other Docs

3.1 Packet-3: - List of documents to be attached with the Technical Bid–

- 3.1.1 Detailed Bill of Material duly certified by vendor as per Annexure – IV A (**Not Applicable**)
- 3.1.2 Duly Filled Compliance Statement as per Annexure –VII with supporting documents/literature.

- 3.1.3 Supporting Documents/ Brochures/Literature in support of technical specifications should be clearly highlighted with specifications and serial numbers as per Annexure – VII.
- 3.1.4 Digitally Signed Tender Document including Corrigendum's (if any)

Bidders, please note the name of e-File corresponding to the Documents:

S. no.	Technical Bid e-Documents (PDF)	e-File: Named As
A	RAR File -1	
I	Detailed Bill of Material duly certified by bidder as per Annexure IV (A) (Not Applicable)	BOM
B	RAR File -2	
I	Duly Filled Compliance Statement as per Annexure –VII with supporting documents/literature.	Compliance Statement
II	Supporting Documents/Brochures/Literature in support of technical specifications should be clearly highlighted with specifications serial numbers as per Annexure – VIIB. If any point/specification is missing in the brochure/literature, then, the bidder has to submit a letter from the OEM about compliance of the respective point/specification.	Support Docs
C	RAR File-3	
I	Digitally Signed Tender Document including Corrigendum's (if any)	Tender
II	Any other documents (if any)	Other

3.2 Packet 4: - Documents to be attached with the Financial Bid –

- 3.2.1 Financial Bid form (Excel File) to be filled as per BOQ/Format given in Schedule-B.
- 3.2.2 Details of Statutory Taxes as per Annexure XII
- 3.2.3 Submit their financial bids in the format provided with the bid document and no other format is acceptable.

4. COST OF BIDDING:

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of the bid. The Buyer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE TENDER DOCUMENTS:

5. TENDER DOCUMENTS

- 5.1 The required materials, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include-

S.No.	Item	Description
I.	Section – I	(Notice Inviting Tender)

II.	Section – II	(Instructions to Bidders)
III.	Section – III	(General Terms & Conditions of the Contract)
IV.	Section – IV	(Special Conditions of the Contract)
V.	Section - V	Scope of Work (Part A)
VI.	Section - V	Service Level Agreement SLA (Part B)
VII.	Annexure - SI	Inventory Details
VIII.	Annexure – I	(Acceptance Letter)
IX.	Annexure – II	(Proforma Bank Guarantee)
X.	Annexure – IIA & IIB	(Bank Guarantee format for EMD)
XI.	Annexure – III	(Support Staff details)
XII.	Annexure – IV	BLANK
XIII.	Annexure – IVA	BLANK
XIV.	Annexure – V	(Format for intimation of force Majeure)
XV.	Annexure – VI	(Application for extension of time)
XVI.	Annexure – VII	(Equipment/ Product Specifications & Compliance Statement)
XVII.	Annexure – VIII	(Details of Vendor Firm)
XVIII.	Annexure – IX	Integrity Pact
XIX.	Annexure – X	(Proforma for Undertaking)
XX.	Annexure – XI	(Power of Attorney)
XXI.	Annexure – XII	Details of Statutory Taxes
XXII.	Annexure – XIII	Non-Disclosure and Confidential Agreement
XXIII.	Annexure – XIV	Public Procurement Linked with Local Content
XXIV.	Annexure – XV	Competent Authority and Procedure for Registration
XXV.	Annexure – XVI	Request Letter: Transmission of BG cover message
XXVI.	Schedule – A	(Addendum to the Tender document)
XXVII.	Schedule – B	(Price Schedule)

5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

6. Clarifications of Tender Documents:

- 6.1 A bidder may request clarification regarding the Tender document by submitting his clarification requests to AAI on e-procurement portal only as per format given below:

Name of the Bidder						
Sl. No.	Document	Section No.	Clause No.	Page No.	Existing Clause	Clarification Sought

- 6.2 AAI shall respond to Clarification Request till the Date of Response queries as specified in the schedule as indicated in the table in Section-I Clause 9 of this document, unless the Date is extended by AAI. Any request received through any other means, except e-procurement portal shall not be entertained.
- 6.3 AAI shall not entertain any post-closing date clarifications or confirmation of compliance.
- 6.4 Response to Clarification requests shall be uploaded at CPP e-procurement portal through corrigendum's/amendments/addendums.

7. AMENDMENTS TO BID DOCUMENTS

- 7.1 At any time, prior to the date of submission of bids, AAI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 7.2 The amendments shall be communicated to all prospective bidders as corrigendum/addendum/clarification on the e-procurement portal and these amendments will be binding on them. All bidders should visit the CPP portal on regular basis.
- 7.3 These corrigendum's/addendums/clarifications shall be considered as part of the Tender package.

C. PREPARATION OF BIDS:

8. DOCUMENTS COMPRISING THE BID:

- 8.1 Bidder should take into account corrigendum/s (if any) published on the tender document for preparation of bid.
- 8.2 The bid prepared by the bidder shall be in four packets to be submitted as per **Para D** of this Section. Each packet to contain the following documents respectively:
 - 8.2.1 **Tender Fee & EMD (Packet-1): for provision of "Name of the work as given in Schedule-A Sr. No. 1" consisting of the following documents.**
 - 8.2.1.1 Tender Fee & EMD in accordance with clause 3 of section-II.
 - 8.2.2 **Pre-Qualification Bid (Packet-2): for provision of "Name of the work as given in Schedule-A Sr. No. 1" consisting of the following documents.**
 - 8.2.2.1 All the relevant documents as asked for Pre-Qualification Bid of the tender, in accordance with clause 3.2 of section-II.
- 8.3 **Technical Bid (Packet-3): for provision of "Name of the work as given in Schedule-A Sr. No. 1" consisting of the following documents.**
 - 8.3.1 All the relevant documents as asked for technical bid of the tender in accordance with clause 3.3 of section-II
 - 8.3.2 Documentary evidence established in accordance with Clause 10 of this section that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
 - 8.3.3 Compliance Statement as per Clause 10.1.2 of this section.
- 8.4 **Financial Bid (Packet-4): for provision of "Name of the work as given in Schedule-A Sr. No. 1" consisting of the following documents and filled online as per clause 9.**
 - 8.4.1 Financial Bid Form (**Excel File**) to be filled as per BoQ/ format given in Schedule - B.
 - 8.4.2 Bidders are requested to note that they should necessarily submit their financial bids in the provided format and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been

completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

8.4.3 The bidder shall quote the rates in English language and international numerals.

8.4.4 Only one Financial Bid shall be submitted by the bidder.

9. BID PRICES:

9.1 The bidder shall fill the price schedule as follows:

9.1.1 The bidder shall download the BOQ file (.xls file) and shall upload the duly filled file with the financial bid. It may be noted that only duly submitted bids shall be evaluated and bids merely saved but not submitted the Financial Bid shall not be part of the evaluation process.

9.1.2 The price bid of the tender document is for pricing only. Conditional price bid shall be liable to rejection. Price quoted shall be firm and fixed and subject to no escalation, whatsoever, till the validity period of the tender, including extension if any.

9.1.3 The Unit Rate shall be inclusive of all other Tax except GST, in on-line Financial Bid Form. Rate of current prevailing GST on applicable items shall be given in separate sheet (As per Annexure-XII) with Financial Bid.

9.1.4 The Unit rate shall be inclusive of packing & forwarding charges if any.

9.1.5 The Unit Rate (Exclusive of GST) shall be used for calculating the total amount in the Financial Bid.

9.1.6 In the event of any ambiguity, the Unit Rate given in the Financial Bid shall be taken as the correct basis for calculating all other data. In the event of any Errors or Ambiguity in Unit Rates, the Financial Bid of the bidder shall be rejected.

9.1.7 The prices quoted by the bidder shall remain firm on the date of submission of the Bid and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected.

9.1.8 AAI will have no liability or benefit from any exchange rate fluctuations. The vendor shall bear all liability or receive all benefit from such fluctuations.

9.1.9 **The rates of statutory taxes shall be uploaded on to the e-procurement portal along with the financial bid or otherwise no claim will be entertained towards decrease or increase in statutory taxes.**

9.2 The bidder shall quote only one price for each item of same specification against the nomenclature shown in Financial Bid.

9.3 The bidder shall quote as per price schedule given in Financial Bid for all the items as per specifications in Annexure – VII.

9.4 Each Bidder should submit only one product for each item. Offering products of more than one brand or multiple models of the same brand against one item shall make the technical / financial bid of the bidder invalid and such offers shall be rejected at the technical / financial stage wherever such defaults are noticed.

9.5 Post-offer discount, if any, offered by the bidders shall not be considered. Bidders planning to offer discount shall therefore modify their offers suitably while quoting and shall clearly quote the Net Price taking into account discount, free supply etc. However, such discounts from the firm declared as L1 on the basis of post-bid negotiations, if any, shall be considered and such negotiated offers when agreed to by AAI & the bidder shall form a part of the financial Bid.

9.6 **Price bid file or any other document containing financial terms/prices shall not be submitted in any other packet other than financial bid packet of the e-procurement portal or in hard copy to AAI in any case.**

10. DOCUMENTS ESTABLISHING ITEMS CONFORMITY TO BID DOCUMENTS:

10.1 Pursuant to **Clause 8**, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all Items and services, which he proposes to supply under the Contract. Submission shall be as follows:

- 10.1.1 The documentary evidence of the Items and services in conformity to the Bid Documents shall be in the form of literature, drawings and data that the Bidder shall furnish. These shall be attached as Annexure to the Compliance Statement as per **Clause 10.1.2 below**.
- 10.1.2 Compliance Statement in Annexure-VII shall be in the format given below. Compliance Statement shall be one of the **two statements viz. "Complied or "Not complied"**. No other remark or comment will be accepted.

S. No	Specifications	Complied/Not Complied

- 10.1.3 Bidder must attach required technical brochures/literatures/data sheets for all the products asked in the tender to ensure that compliance to all the specifications given in the tender document can be verified. Non-availability of specifications (as mentioned in the tender document) in the brochure/literature will be treated as non-compliance and no clarifications shall be asked in this regard. If bidder fails to submit the required brochures/literatures along with the tender document, it shall be treated as non-compliance and may lead to outright rejection of bid submitted by bidder.
- 10.1.4 Each specification sought shall be marked or highlighted in the attached brochures / literatures / data sheets. The brochures / literatures / data sheets shall be superscripted with the Item Number and shall be arranged sequentially. The supporting documents shall carry all the required specifications and the same shall be marked.
- 10.1.5 The compliance statement submitted as per clause 10.1.2 shall be duly supported by technical literature, equipment brochures & other related reports / documents from the OEM. The compliance statement not supported by the documentary evidence shall not be considered. Such bids shall be considered as non-responsive and may result in rejection on technical grounds.
- 10.1.6 The products offered by the bidder shall be supported and a letter from the prospective supplier in writing that the product offered is available in the market and will be supplied without any change in specifications & model during the contract period shall be required.

10.1.7 AAI may ask the manufacturer of the product offered for the verification of specifications and other documents.

10.1.8 The product/configuration offered by the bidder must be standard and proven to be already available in the market. Bidder shall submit a list of clients/locations where similar product/configuration is available. AAI, if so desires, may visit these locations to verify that all the specifications and operational requirements are met as mentioned in the tender document. Any non-compliance observed during such visits shall lead to rejection of the bid.

11. PERIOD OF VALIDITY OF TENDER (BID)

11.1 The offered Bid shall remain valid for a minimum of **180** days from the date of opening of the technical bid. The bidder shall not be entitled to revoke or cancel the offer or to vary any term thereof, during the said period of validity without the consent in writing of AAI. In case of the bidder revoking or canceling the offer or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited.

11.2 If there is any delay in finalization due to unforeseen factors, all the bidders shall be asked to extend the validity for an appropriate period, as per the date specified by which the tender is expected to be finalized. However, the tender process shall not be vitiated if any bidder declines to extend the offer as requested for.

12. FORMATS AND SIGNING OF BID:

12.1 The e-Bid shall be digitally signed by the bidder at e-procurement portal duly authorized to bind the bidder to the contract. Written power-of-attorney accompanying the bid shall indicate the letter of authorization. The person or persons signing the e-bid shall sign the bid, except for the printed literature. The e-bid submitted shall be in properly readable form and encrypted as per the e-tendering portal requirements. Standard Printed terms and conditions of the company other than the NIT conditions shall not be considered.

D. SUBMISSION OF BID DOCUMENTS:

13. SEALING AND MARKING OF BIDS:

13.1 The bidders shall digitally sign their bid and upload the bid online at the CPPP (e-procurement portal) only.

13.2 If all the documents are not digitally signed & encrypted, AAI shall not accept such open bids for evaluation purpose and treated as non-responsive. Such bid shall be liable to be rejected.

13.3 The e-procurement portal shall not allow the submission of bid without digital signature.

14. SUBMISSION OF BIDS:

14.1 The buyer shall receive the bids online through the e-procurement portal only, not later than the schedule date specified in the NIT. Bidder should submit the bid well in advance to avoid any last minute issue in submission of bids. The e-procurement portal shall not allow bidder to submit their bid after the scheduled Closing date and time.

- 14.2 AAI may, at its discretion, extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 7 in which case, all rights and obligations of the Buyer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 14.3 The bidder shall submit his bid offer online at the e-procurement portal only. Only the Digitally signed tender document downloaded from e-procurement portal shall be considered. No separate documents shall be valid. Only relevant attachments, if any other than the tender document, shall be listed out for reference.
- 14.4 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and date & time of submission of the bid with all relevant details. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.

15. LATE BIDS:

- 15.1 E-procurement portal system shall not permit uploading of bids after the scheduled date & time of submission.

16. CORRECTIONS / MODIFICATIONS AND WITHDRAWAL OF BIDS:

- 16.1 The bidder may correct/modify his digitally signed bid after submission prior to the deadline, through provisions of e-procurement portal.
- 16.2 No bid shall be modified subsequent to the deadline for submission of bids.

E BID OPENING AND EVALUATION:

17. OPENING OF BIDS:

17.1 Tender Fee, Pre-Qualification and Technical Bid (Packet-1, Packet-2, Packet-3):

- 17.1.1 The Buyer shall open Bids online through the e-procurement portal as per schedule or as per intimation of Bid Opening Date & Time to bidders. Bid opening shall be two times. First time, Three Packets (Packet-1, Packet-2 & Packet-3) shall be opened simultaneously and documents may be downloaded for all three packets and Second time, only financial bid shall be opened. Bidders or their authorized representatives who choose to attend on the opening date and time may do so if desired. The bidder shall submit authority letter to this effect before they are allowed to participate in bid opening.

- 17.1.2 Representative whose bid is not submitted / rejected cannot attend the tender opening.

- 17.2 **Financial Bid (Packet-4):** Financial bids shall be opened for technically qualified bidders only as per schedule or as per intimation of bid opening date & time to bidders. Time and date of opening shall be notified through system generated email.

- 17.3 **Online Reverse Auction Process:** After opening of the Financial Bids of the Bidders, a reverse auction shall be carried out among the technical qualified bidders based on the lowest price offered in the financial bid or as decided by AAI. (in case of Reverse Auction Process).

- 17.3.1 The details of Reverse auction process are available at clause 29 of this section.

17.3.2 Vendor shall offer the total price in reverse auction exclusive of all taxes or as per instruction given at the time of reverse auction.

17.3.3 Maximum of two well-informed representatives of each eligible bidder shall only be allowed to attend the opening of the bids. Representative whose bid is not submitted or rejected due to any reason at any stage, cannot attend the tender opening.

18. CLARIFICATION / CONFIRMATION OF COMPLIANCE OF BIDS

18.1 The general eligibility criteria shall be evaluated during preliminary stage and the vendors who have not submitted requisite documents shall be asked through CPP e-procurement portal or by email to substantiate their claims with documentary evidence before a given date failing which their bids shall not be considered further for detailed evaluation.

18.2 Shortfall documents will be asked through CPP e-procurement portal. Bidders are responsible to submit all the requisite shortfall documents in the given chance, till the stipulated time. AAI reserves the right for further extension in deadline for submitting shortfall documents as per provisions in CPP e-procurement portal.

18.3 It may be noted that enquires / clarifications shall be responded only through CPP e-procurement Portal. All such queries shall be entertained which are received on or before last date/time for submission of queries. AAI response will be uploaded through e-procurement portal. Written responses, through email, verbal, telephonic enquiry or enquiry received after last date of submission of queries shall not be entertained during or post tender process.

19. EVALUATIONS AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

19.1 Pre-qualification and Technical Bid Evaluation:

19.1.1 The Pre-qualification and Technical criteria shall be evaluated after opening of bids. Clarifications if any shall be asked from bidders as per para 18.1, 18.2. Bids meeting Pre-qualification and Technical criteria shall only be considered for financial bid opening.

19.1.2 The Technical requirements shall be verified against the manuals / technical literature submitted by the vendors. The vendors may be asked to substantiate their compliance submitted in the tender by suitable documentation from OEM wherever the same is lacking. The Technical evaluators on their own may download the information from the websites of the OEM(s) to verify the claims of the vendors. The technical Bids of the vendors who fail to substantiate their claim on meeting the technical requirements even after the above process shall be rejected.

19.1.3 AAI may seek performance report on a vendor from other clients whose references are given in the bid. An adverse report from a client shall make the vendor technically unfit leading to his rejection. The process of seeking performance report shall be kept confidential so that the vendor is not able to influence the process.

19.1.4 **At no cost to AAI, as a part of Technical Evaluation, the bidder participating in this tender may be required to demonstrate (any or all) operational and technical requirements or specifications, at a location considered fit by the AAI.**

19.1.5 A short-list of bidders qualifying technically shall be drawn and thereafter these short-listed bids shall be treated at par for the purpose of financial comparison.

20. Financial Bid Evaluation:

- 20.1.1 Financial Bids of those bidders who qualify technically shall be opened electronically at CPP e-procurement portal on-line. Time and date of opening shall be notified through system generated email. The bidder shall issue authority letters to their representatives to attend the opening of financial bids if desired to be present at AAI premise.
- 20.1.2 **Online Reverse Auction:** in case Online Reverse auction is decided to carry out then the same shall be carried out after opening of the financial bid as per the clause 29 of section- II. Base price for Reverse auction shall be put same as L-1 price offered in financial bid or justified cost as decided by AAI. L1 bidder shall be decided on the basis of final offer obtained through Reverse Auction process.
- 20.1.3 Status of bidders L1, L2, L3 shall be based on the total price arrived after reverse auction.
- 20.1.4 The Bidder's names, bid prices, modifications, bid withdrawals and such other details as the Buyer, at its discretion, may consider appropriate; will be announced at the opening.

21. CONTACTING THE BUYER:

- 21.1 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing are liable for rejection. Such rejected tenders will not be returned.
- 21.2 No bidder shall try to influence directly or through external source, the Buyer on any matter relating to its bid, from the time of publication of NIT till the time the contract is awarded.
- 21.3 Any effort by a bidder to influence the Buyer in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.

22. AWARD OF CONTRACT:

- 22.1 The acceptance of the tender will be intimated to the successful bidder by AAI, either by fax or by letter, e-mail, e-portal.
- 22.2 AAI shall be the sole judge in the matter of award of contract and decision of AAI shall be final and binding.

23. RIGHT TO ACCEPT OR REJECT THE TENDERS:

- 23.1 The right to accept the tender in full or in part/parts will rest with AAI. However, AAI does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 23.2 Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.
- 23.3 The Buyer reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds

for the Buyer's action.

- 23.4 The documentation submitted by bidder shall not be returned unless the bidder explicitly states this request at the time of submission of the tender. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any costs incurred in the preparation and submission of any tender.
- 23.5 If the bidder gives wrong information in his Tender, AAI reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money.
- 23.6 **Tenders that are not accompanied with Earnest Money Deposit (EMD) shall be rejected outright.**
- 23.7 Should a bidder have a relation or relations employed in AAI in the capacity of an officer or the authority inviting tender, the same shall be informed by the bidder. In the event of failure to inform and in a situation where it is established that the relation or relations employed in AAI has / have tried to influence the tender proceedings then AAI at its sole discretion may reject the tender or cancel the contract and forfeit the Earnest Money.
- 23.8 The requirements indicated in this NIT are the minimum and bids of the firms not complying with these minimum requirements or having deviations equivalents to the minimum requirements shall be rejected. However, higher than the minimum requirements shall be technically acceptable without any additional financial implication.
- 23.9 Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by AAI shall not be considered. Such post bid offers / clarifications may be liable for action as per clause 20 above.

24. ISSUE OF WORKS ORDER:

- 24.1 The acceptance of the tender will be intimated to the successful bidder by AAI, either by fax or by letter, email, e-portal.
- 24.2 The issue of a Works Order / Purchase Order shall constitute the intention of Buyer to enter into the contract with the bidder.
- 24.3 Acceptance of the Works order / Purchase Order will be deemed as effective from the date of issue of Works Order / Purchase Order. All formalities of submission of the Contract Performance Bank Guarantee in pursuant to clause 6 of section-III of NIT in the format attached Annexure – II and signing of the contract shall be completed within 15 days of the Work Order.
- 24.4 AAI shall be the sole judge in the matter of award of contract and decision of AAI shall be final and binding.

25. SIGNING OF CONTRACT:

- 25.1 The issue of Works Order / Purchase Order shall constitute the award of contract on the bidder. The signing of the Contract shall be completed within 15 days of the acceptance of the Works Order / Purchase Order.

26. ANNULMENT OF AWARD:

- 26.1 Failure of the successful bidder to comply with the requirement of Clause 22 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the Buyer may make the award to any other bidder at his discretion or call for new bids.

27. QUALITY ASSURANCE REQUIREMENTS:

- 27.1 The supplier shall submit copies of Valid Certificates to ensure that all works comply with standards specified in the QRs.

28. TRANSFER OF TENDER DOCUMENT:

- 28.1 Transfer of Tender Documents by one bidder to another is not permissible. Similarly transfer of tenders submitted by one bidder in the name of another bidder is not permissible.

29. CONTRACT MONITORING:

- 29.1 The buyer shall hold regular contract monitoring meetings after the award of the contract to monitor the performance of the contract.
- 29.2 First such meeting shall be held within one week of award of the contract. The date and time of such meeting shall be intimated to the contractor / supplier by fax. /e-mail/ post. The date and time of subsequent meetings shall be decided and recorded in previous meetings.
- 29.3 The proceedings of each meeting shall be recorded and action as required towards successful completion of the project shall be initiated promptly by both AAI and the contractor. Project review meetings shall be with reference to mile stones and contract performance analysis.
- 29.4 Buyer shall communicate the readiness of the site(s) as per format as & when the buyer is ready with the installation plans.

30. ONLINE REVERSE AUCTION:

- 30.1 This e-tender shall be decided on the basis of online Reverse Auction after opening of financial bid
- 30.2 Base price for Reverse Auction shall be the Estimated Price or L-1 price received in the financial bid opening or as decided by AAI. The auction will be open for the bidders on specified date & time. During this period the Bidders are allowed to reduce the prices as many times as they desire.
- 30.3 Bidders are advised to prepare well in advance regarding maximum reduction they can offer on their proposal keeping in view the limited time allowed for reverse auction.
- 30.4 Bidders whose technical bids are accepted and are eligible for opening of the financial bids shall only be allowed to participate in Online Reverse Auction.
- 30.5 The due date and time of conduct of Reverse Auction and price bid opening shall be intimated in advance to the bidders, through e-procurement portal.
- 30.6 After selection of L1 bidder (if L1 price is received through Reverse Auction), itemized cost for the successful bidder shall be calculated by reducing the tendered items cost (quoted price as per Schedule-B) on pro-rata basis. For this purpose, reduction in the overall price from reverse auction is applied on pro-rata basis to each item of Schedule –B and accordingly purchase order / contract

shall be awarded. The EMD of bidder who fails to adhere to the Auction price shall be forfeited and the vendor shall be blacklisted as per rules.

- 30.7 Bidders shall be informed regarding Reverse Auction and they may contact Helpdesk for the guidance on Reverse Auction process.
- 30.8 If required, AAI may arrange training to all eligible bidders on request on the Online Reverse Auction process prior to conduct of Online Reverse Auction.
- 30.9 Bidders shall confirm process of Reverse Auctioning after getting invitation of process. If any change in the process, or bidders desire so, a training on the process shall be given in AAI premises New Delhi.
- 30.10 Reverse Auction may be conducted online with vendors from their own offices. However, necessary facilities / arrangements may be provided in AAI premises in Case of such requests by the vendors or for training purposes.

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SECTION - III

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. Purpose & Scope

- 1.1 This document sets out the terms & conditions to be met in connection with the provision of **"Name of the work as given in Schedule-A Sr. No. 1"** to AAI for the work as per details given in the notice inviting Tender with specifications in Annexure-VII.
- 1.2 This tender document includes details like quantity, delivery, installation, commissioning (including Operating system & other software for the items as tendered for) & support services for maintenance, etc.
- 1.3 The hardware & software supplied against this tender must include all the modules, sub modules and items required for installation, smooth performance and crash recovery of the software such as installation kit, CDs, Software Manuals, hardware sub-systems etc.

2. Compliance:

- 2.1 The unconditional acceptance of all the terms & conditions of the NIT has to be submitted through a letter. The format of the letter is attached at Annexure-I.
- 2.2 The submission of the tender will imply acceptance of all the tender conditions by the bidder laid in tender document including all the Annexure(s) & schedules to the tender document.
- 2.3 The compliance to the terms & conditions should be supported by authenticated documentation wherever required.
- 2.4 Each page of the Bid and cuttings / corrections shall be duly signed with stamp by the bidder. (Not applicable for E-Tender)
- 2.5 The submission of **unconditional** acceptance of the terms & conditions of the NIT, as described above is essential for the tender evaluation. The failure to submit the unconditional acceptance statement in the said format shall result in the bid being rejected.

3. Language and Currency:

- 3.1 The bidder shall quote the rates in English language and international numerals. The rates shall be in whole numbers. The rates shall be written in both figures as well as in words. In case of disparity in figures & words, the rate in words will be considered final. In the event of the work order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract will be in English. The bidders should quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.

4. Standard Conditions.

- 4.1 Standard printed conditions of the bidder to the offer, other than the conditions specified here, will not be acceptable.
- 4.2 For the purpose of the tender, the metric system of units shall be used.

- 4.3 All entries in the tender shall either be typed or be in ink. Erasures shall render such tenders liable to summarily rejection. The bidder shall duly attest all corrections, cancellation and insertions.
- 4.4 Bidder's offers shall be with reference to section and clause numbers given in the tender schedules.

5. Earnest Money:

- 5.1 The Earnest Money Deposit (EMD) of amount of Rs. (a) (As Specified in Schedule-A Sr. No. 3(a)) (Rupees (b) (As Specified in Schedule-A Sr. No. 3(b))) shall be submitted in the form of undertaking as per Annexure IIB if the bidder is not exempted as per GoI norms.
- 5.2 The EMD of bidder who are not qualified in initial eligibility qualification or Technical qualification, EMD shall be refunded after Prequalification/Technical evaluation.
- 5.3 The EMD of the bidder other than the lowest bid shall be discharged / returned promptly, after evaluation of financial bids.
- 5.4 The EMD of the successful bidder will be returned after the bidder provides the performance guarantee, as required in para 6 of this section of the tender document.
- 5.5 The EMD amount shall be forfeited in the following events:
- 5.5.1 If the successful bidder fails to enter into a contract with AAI within 15 calendar days after the receipt of the purchase order / work order as specified under clause 23 of section-II.
- 5.5.2 If the successful bidder fails to submit the performance guarantee as stipulated in para 6 of this section within 30 calendar days after the receipt of the purchase order / work order.
- 5.5.3 In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of un-conditional acceptance of terms as per letter in Annexure-I.
- 5.6 No interest or any other expenses, whatsoever, shall be payable by AAI on the EMD in any manner. The Contractor shall pay all banking or conversion charges (and any other expenses incurred in this regard).
- 5.7 If a bidder withdraws from the Tender process for any reason deemed unsatisfactory in the sole opinion of the AAI, their EMD will be encashed and forfeited.
- 5.8 Should the AAI cancel this Tender process, AAI will return the EMD of all bidders for whom the EMD was not already forfeited and encashed without any interest.

6. Performance bank Guarantee.

- 6.1 The successful bidder shall submit Contract performance guarantee (in lieu of Contract Performance security) of the value equivalent to 3% (three percent) of the total price, to AAI in the form of an irrevocable and unconditional bank guarantee on scheduled commercial bank as per Proforma attached as Annexure-II. The guarantee shall be submitted within **30** calendar days of the issue of letter of acceptance of his bid, and will be valid till 90 days after the duration of Guarantee/Warranty. In case successful bidder fails to submit the PBG within stipulated period, interest @ 12% p.a. on performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be

deducted from EMD or First running Bill. In case, successful bidder fails to submit performance bank guarantee within 60 days, AAI reserve the right to forfeit EMD and cancel the order.

- 6.2 The performance guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.
- 6.3 The performance guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee:
- 6.3.1 The Hardware / Software supplied under the contract shall be free from all defects / bugs and upon written notice from AAI, the successful bidder shall fully remedy, free of expenses to AAI, all such defects / bug as developed under the normal use of the said hardware / software within the period of guarantee/Warranty.
- 6.3.2 The performance guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clause.
- 6.4 The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.
- 6.5 The bidder as per operation, installation, maintenance manuals and performance guarantee tests supplied by the successful bidder, will do the loading, installation & commissioning of systems. The successful bidder will be fully responsible for the guaranteed performance of the supplied systems and warranty obligations. In case of any problem after commissioning and during guarantee period, the successful bidder will depute his supervisor(s) to AAI's site within 24 hours of intimation to remove all defects at contractor's cost.
- 6.6 A fine of an agreed amount calculated @ 0.5% of the total value of the faulty equipment per week or part thereof subject to a maximum value equal to the value of the Performance Bank Guarantee can be imposed in case of delay in rectification of the problem in 72 hours. The acceptance of valid reasons for non-compliance to 6.5 above shall rest with ED (IT) and his decision with regard to imposition of the fine shall be final. The fine shall be recovered from the Bank Guarantee.

7. Correspondence:

- 7.1 All correspondence would be directly with the bidder and correspondence through agents will not be entertained.

8. Testing and Inspection:

- 8.1 The testing and inspection of the equipment / components procured shall be carried out in two stages as follows.

8.1.1 Factory Inspection / Acceptance Testing:

8.1.1.1 The Buyer or his representative shall have the right to conduct pre-dispatch inspection of the Hardware and Accessories including the software for their conformity to the specifications. Where the Buyer decides to conduct such tests on the premises of the Original Equipment Manufacturer (OEM) or Supplier of the OEM or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to AAI. The schedule & procedure of testing shall be intimated to the bidder after the placement of the

Work order / purchase order. The successfully inspected / accepted items shall be sealed in the presence of the Inspectors and signed by the inspectors accordingly.

- 8.1.1.2** If any inspected or tested Item(s) fail to conform to the specifications, the Buyer may reject them and the Contractor shall either replace the rejected Items or make all alterations necessary to meet Specification requirements free of cost to the Buyer.

8.1.2 Post receipt / pre-installation testing:

- 8.1.2.1 Notwithstanding the pre-supply tests and inspections prescribed in clause 8.1.1.1 & 8.1.1.2 above, the Items on receipt in the Buyer's premises will also be tested after receipt and if found defective, or the seal is found to be tampered, these items shall be replaced free of cost to the Buyer as laid down in clause 8.3 below

8.1.3 Post installation Acceptance testing / Inspection:

- 8.1.3.1** This testing / inspection shall be performed after the completion of installation of the parts. The inspectors shall verify the component level details during this testing and shall sign the installation report after successful completion of the post-installation testing. Defects / shortcomings brought out in this testing shall have to be attended as per the contract within the permitted time schedule.
- 8.1.3.2** The post-installation acceptance testing/ inspection shall prove that the procured systems meet all system requirements as per specifications specified in the tender document. The vendor shall provide all necessary test equipment, tools and instruments for the acceptance testing. Installation shall be termed as completed after successful completion of SAT/post-installation acceptance testing and resolution of all defects/bug.

- 8.2** If any Item or any part thereof, before it is taken over under above testing/inspection clauses, is found defective or fails to fulfill the requirements of the contract, the consignee shall give the Contractor notice setting forth details of such defects or failure. The Contractor shall make the defective material good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding one month of the initial report. The replacements by the Contractor shall be made free of all charges at site. Should he fail to do so within this time, the Buyer reserves the discretion to reject and replace at the cost of the Contractor the whole or any portion of the items as the case may be, and that is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the Buyer shall be deducted from the amount payable to the Supplier

- 8.3** The testing & inspection as per above clauses in any way does not relieve the Contractor from any Warranty or other obligations under this contract.

- 8.4** Acceptance test procedure & Programme for all the items shall be discussed and finalized after the award of the work in a joint meeting.

9. Extension of Time:

- 9.1 This work is urgent and hence the completion period as per contract shall be adhered to strictly. However, in-case of extraordinary situations which may delay the completion of the project, the contractor shall apply for extension in time as per format contained in Annexure-VI.
- 9.2 AAI at its sole discretion may extend the time period for completion of the work without any prejudice to operate the penalty clauses provided for in the Tender Document. Such extension of time and the circumstances leading to the extension of time shall be communicated in writing to the contractor.

10. Compensation for Delay:

- 10.1** Time is the essence of the Contract.
- 10.2** If the successful bidder fails to complete the supply / work within time fixed under the contract, he shall pay to the AAI without prejudice to any other rights or remedy as may be available to the purchaser, an agreed compensation amount calculated @ 0.5 % of the total value of the uncompleted portion of the work per week or part thereof subject to a maximum value equal to the value of the Performance Bank Guarantee.
- 10.3** The amount of compensation for delay and waiver of compensation for delay in case of justified reasons shall be decided at the discretion of Accepting Authority and the same shall be final and binding on the contractor. Time taken by AAI and local statutory authorities for approval of drawings, design, estimate etc, force majeure reasons and any other reasons beyond control of the contractor shall be considered as justified reasons. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with AAI.
- 10.4** Appeal for waiver of compensation for delay with due justification shall be decided by the Competent Authority. The decision of the competent authority on appeal shall be final and binding on the contractor.
- 10.5** Each site will be treated independently for calculating compensation. The delay applicable in the project shall also be site specific. The contract value shall be calculated separately for each site for this purpose.

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12. Force Majeure:

- 12.1** AAI may grant an extension of time limit set for the completion of the work / repair in case the timely completion of the work is delayed by force majeure beyond the contractors control, subject to what is stated in the following sub paragraphs and to the procedures detailed therein being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful bidder's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.
- 12.2** That within 10 days after the occurrence of a case of force Majeure but before the expiry of the stipulated date of completion, the bidder informs the AAI in writing about the occurrence of Force Majeure Condition (as per Annexure-V to the tender document) and that the Bidder considers himself entitled to an extension of the time limit. The contractor shall submit the application for extension of time as attached in Annexure-VI.
- 12.3** That the contractor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- 12.4** That the contractor proves that the said conditions have actually interfered with the carrying out of the contract.
- 12.5** That the contractor proves that the delay occurred is not due to his own action or lack of action.

- 12.6 Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

13. Patents, Successful bidder's Liability & Compliance of Regulations

- 13.1 Successful bidder shall protect and fully indemnify the AAI from any claims for infringement of patents, copyright, trademark, license violation or the like.
- 13.2 Successful bidder shall also protect and fully indemnify the AAI from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
- 13.3 Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the AAI from any claims/penalties arising out of any infringements and indemnify completely the AAI from any claims/penalties arising out of any infringements.

14. Settlement of Disputes:

- 14.1 If a dispute of any kind whatsoever arises between the AAI and the Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Project Manager or his nominee, the matter in dispute shall, in first place be referred to the ED (IT), AAI. He shall activate the dispute resolution mechanism to resolve the dispute in question. Any party may invoke arbitration clause, if dispute in question is not settled by the Dispute resolution mechanism
- 14.2 Unless the Contract has already been repudiated or terminated or frustrated, the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and AAI shall give effect forthwith to every decision of the Project Manager or his nominee unless and until the same shall be revised, as hereinafter provided, by the Dispute Resolution Mechanism or in an Arbitral Award.

15. Arbitration and Law:

- 15.1 In the event of any dispute or differences relating to the interpretation and application of the provisions of Commercial Contracts between Central Public Sector Enterprises (CPSEs) / Port Trusts inter-se and also between CPSEs and Government Organization/Department (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or differences shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

16. TERMINATION FOR DEFAULT & RISK PURCHASE:

- 16.1 The AAI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part in any of the following events.
- 16.1.1 If the Contractor fails to deliver any or all of the Items within the time period(s) specified in the Contract or any extension thereof granted by the AAI pursuant to Clause 9 of Section - III.
- 16.1.2 If the Contractor fails to perform any other obligation(s) under Contract.

16.1.3 If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as AAI may authorize in writing) after receipt of the default notice from AAI.

16.1.4 As a penalty to the Contractor, the AAI shall encash the Contract Performance Bank Guarantee. The AAI in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to AAI. The balance unfinished work of the project will be got done by fresh tendering on Contractor's risk and that extra expenditure will be recovered.

17. TERMINATION FOR INSOLVENCY:

17.1 The AAI may at any time terminate the Contract by giving written notice to the supplier, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to AAI. In the event of termination for penalty to the contractor Clause 16.1.4 shall be applicable.

18. SET OFF:

18.1 Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Buyer to set off the same against any claim of the Buyer for payment of a sum of money arising out of this contract made by the Contractor with Buyer.

19. Deviation in Quantity:

19.1 AAI reserves the right to change the quantity to be supplied but within the overall deviation limit of 30% of the contract value.

19.2 AAI also reserves the right to purchase Extra item and/or Substitute items as per site requirements up to the overall limit of 30% of the contract value.

19.3 The overall deviation, Extra item or the substitute items taken together shall not exceed 30% of the contract value unless and until it is mutually agreed by both the parties and a specific order is placed on the vendor in this regard.

20. Limitation of Liability

20.1 Notwithstanding any other term, there shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property due to gross negligence and willful misconduct of the other party.

20.2 In all other cases not covered by Para 20.1 above the total liability of either party under the terms of the contract shall not exceed the total contract value and in no event shall either party be liable to the other for any indirect, incidental, consequential, special or exemplary damages, nor for any damages as to lost profit, data, goodwill or business, nor for any reliance or cover damages even it was advised about the possibility of the same.

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SECTION - IV

SPECIAL CONDITIONS OF THE CONTRACT

1. Standards

- 1.1 All designs, codes, developing platforms, developing techniques and workmanship shall be in accordance with the highest accepted international standards for this type of work.
- 1.2 The bidder shall also state, where applicable, the National or other International standard(s) to which the whole, or any specific part, of the system, software, or training complies.
- 1.3 The requirements given in this document are firm and no deviation of any kind is acceptable.

2 Time Schedule

- 2.1 The work as per the Notice Inviting Tender shall be completed within (As per Schedule-A Sr. No. 4) days of placement of firm order from AAI or as per the schedule submitted by the bidder whichever is less.

3 Time - The Essence of Contract

The time and date of completion of the works as contained in the supplier's proposal and as agreed to contractually after modifications, if any, shall be final and binding upon the supplier. It must be understood that the supplier has made the proposal after fully considering all such factors which may have any bearing on the time schedule of the contract, and no extension in the schedule whatsoever shall be permitted on these accounts by AAI.

The bidder is expected to submit the project plan within 1 week of award of the contract and shall stick to the plan. The contract execution shall be monitored initially on weekly basis and subsequently on daily basis.

4 Delay & Non-Conformance

- 4.1 In case of the above time scheduled including levy of compensation for late delivery of systems as contained in Section-III of the tender document not being adhered to, AAI has the right to cancel the order wholly or in part thereof without any liability to cancellation charges and procure the goods / software elsewhere, in which case, the successful bidder shall make good the difference in the cost of goods procured elsewhere and price set forth in the order with the successful bidder.

5 Payment terms

- 5.1 No mobilization advance shall be paid.
- 5.2 The payments shall be released to the bidder on submission of documents as below.
 - 5.2.1 Bills (Invoices) in duplicate of quarterly service.
 - 5.2.2 Inspection certificate in original as applicable
 - 5.2.3 Certificate for SLA measurement/ verification
- 5.3 Payment for each of the services / works to the bidder shall be made quarterly on the basis of SLA performance. No other payments except mentioned in the price bid shall be payable for the services.

6 Guarantee / Warranty

- 6.1 Complete Software shall be guaranteed against all defects/bugs and for a satisfactory performance, as per all the listed features, for a period of (As per Schedule-A Sr. No. 5(a) & (b)) months from the date of supply.
- 6.2 The bidder shall attend at his own expense and get the defect/bugs removed in the systems as detected by AAI during the period of warranty.

7 Substitution & Wrong Supplies

- 7.1 Unauthorized/Pirated substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or old versions shall be returned to the successful bidder at his cost and risk.

8 Dispatch of Documents

- 8.1 Pre-receipted Bills in triplicate at each stage of payment.
- 8.2 Copy of the Delivery Challan.
- 8.3 Copy of the Inspection report (if inspection carried out as a part of the Contract).
- 8.4 Duly certified Installation / Commissioning Certificate with the final bills.
- 8.5 Any other Document as per Annexure- (As per Schedule-A Sr. No. 6).

9 Up gradation

- 9.1 The successful bidder shall guarantee the long-term availability of Upgraded versions of hardware / software to the buyer for the full life of the equipment. The successful bidder shall guarantee that before outdating the current systems covered under the contract, successful bidder shall give AAI at least six (6) months advance notice so that the latter may order the next upgraded system.

10 Technical Manual

- 10.1 The bidder shall supply complete set of technical/ operations and maintenance manuals (as applicable) along with the delivery. The cost of such manuals supplied will be included in the cost of the system.

11 Change of Model

- 11.1 No change of model after the placement of order shall be entertained unless the alternate model offered are equivalent or higher in specifications and approval of the competent authority has been obtained in writing for such a change of model before the delivery of the product. Delivery of the alternate product without such an approval shall not be accepted and AAI shall not be responsible for any delay in delivery schedule on this account.

12 Sample Testing

- 12.1 The Buyer may demand a sample product at any stage of tendering for evaluation. AAI reserves the right to reject a Bid at any stage of processing and shall forfeit the EMD if the sample product is found to be substandard and / or fails to meet the NIT specifications and the bidder shall have no further claims in the tender.

12.2 AAI shall not bear any cost with regard to transportation of the equipment for testing and all such cost with regard to the testing shall have to be borne by the Bidder.

13 Training

13.1 Blank.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 Airports Authority of India recognizing the intellectual property rights (in case of Software Development Projects) of the contractor and shall allow the marketing of the product to third party provided the marketing is done jointly or in consultation with AAI. For this, a memorandum of understanding (MoU) shall be arrived at between AAI and the Contractor before taking up such activity. MoU will define in clear terms the responsibilities of both the parties, financial implications and legality of the action.

15 Submission of Acceptance Testing procedure

15.1 It will be the responsibility of the vendor to submit the system test procedure for conducting the post-installation site acceptance testing. The procedure submitted by the vendor should be drafted in line with the standard practices followed in the industry and should be in accordance with the test procedures & practices specified by the OEM. The acceptance test procedure on approval by AAI shall become the document for acceptance of the equipment after installation at the site. The draft copy of system test procedure should be made available to AAI before 15 days of the schedule site acceptance date.

16 Project Schedule & Monitoring

16.1 The vendor shall plan various activities and submit the execution schedule within one week of award of the work. The execution schedule should clearly indicate all activities and the time required for completion of each activity taking the total project time as specified in para 2 above. Parallel activities and the dependent activities for each activity may be required to be specified in the schedule. The vendor would be required to submit the bar chart for all the activities along with the schedule. The project shall be closely monitored with respect to this schedule. The project review & coordination meetings shall be held once in 15 days with respect to this schedule. Apart from the regular monitoring meeting(s) at CHQ, the physical progress of the work shall be monitored from time to time as agreed between both the parties in the progress review meetings. Any slippage from the schedule in completion of one activity and resultant delay / impact on the overall completion schedule shall be reviewed in each review meeting and the vendor would be required to take corrective actions to bring back the project on schedule.

17 The vendor should deploy well trained personnel at the site. AAI shall not be responsible for any incident or accident happening at the site due to the negligence of the personnel deployed by the bidder. The bidder shall absolve AAI against all such claims.

18 The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies at site.

19 Quantity ordered may vary as per site conditions / requirements.

20 Bidders registered with NSIC

20.1 Any concessions to the MSEs registered with NSIC and other government agencies specified by the Ministry of Micro, Small & Medium Enterprises as per MSMED Act 2006, for goods produced and services

rendered shall be applicable as per the directives of Government of India, prevalent on the date of acceptance of the bid.

20.2 In case a bidder is eligible for any concession/exemption under this clause, documentary proof to this effect must be enclosed. It may be noted that submission, if any, of reference(s) of Govt. notification(s) pertaining to concessions/exemptions must be supported by copy(ies) of such notification(s).

20.3 Bidders (MSEs) registered with NSIC seeking concession/exemption on the basis of "goods produced" need to submit a certificate, issued from the concerned authority (DIC or DEO etc.), that products offered in the bid are being produced by the concerned MSE.

20.4 Tender fee exemption: The tender fee will be refunded to NSIC registered bidders after duly checking and verifying their NSIC registration certificate during evaluation.

20.5 EMD Exemption: In case a bidder seeks and is eligible for exemption from payment of EMD, Documentary proof as above to this effect must be enclosed with the document in fee (Packet-1) of the bid.

20.6 In case NSIC registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected and tender fee shall not be refunded.

20.7 The benefit as above to MSEs shall be available only for goods / services produced and provided by MSEs for which they are registered.

21 **List of Exclusions**

21.1 The tender clauses not related to the present tender are not applicable.

SECTION – V

SCOPE OF WORK (Part A)

1. Background.

The Airports Authority of India has 2 data centers that have multiple servers, switches, routers, SAN storage, etc. Critical applications of AAI such as SAP-ERP, Mail Exchange, AIMS, EPIS, OPAAS, etc are deployed on these items. These different items require different levels of maintenance services for their efficient working.

2. Scope of Work

- a) The successful bidder shall deploy a Dedicated support manager who must be of senior manager level and will support the project either remotely or through onsite support, as per the requirements of the AAI Project Manager.
- b) The duration of support for each item and type of support is mentioned in Annexure S1
- c) The bidder shall serve as the single point of contact for the entire solution and shall coordinate among concerned OEMs/Authorized partners/ Third parties and shall be responsible for the timely services for Hardware, OS, Virtualization, and Clustering software issues.
- d) A list of support persons, along with an escalation matrix, is to be made available by the successful bidder in advance and get them approved by the AAI Project Manager.
- e) The following services are to be provided during the AMC period:
 - (i) The bidder has to ensure that Hardware issues will be supported and resolved on-site by bidder engineers from the fixed pool of resources approved by AAI.
 - (ii) Reactive and proactive services as per the scope defined below should be factored from the bidder side.
 - (iii) All the issues irrespective of nature (Hardware or Software) have to be resolved by the bidder engineer on-site if needed and instructed by AAI Project Manager.
- f) Following Reactive Deliverables have to be provided by the bidder during the AMC period as below:
 - (i) The successful bidder will provide a system for raising support tickets against all the items mentioned in the BOQ. The SLA monitoring will start as and when the support ticket is raised.
 - (ii) The successful bidder must provide a unique identifier for each item of the BOQ, to raise support tickets.
 - (iii) The successful bidder shall be responsible for follow-up on the tickets until closure.
- g) The proactive services specific to each item (as mentioned below in point 3 - Detailed Technical Scope of Work) have to be provided by the bidder.
- h) If any services, functions, or responsibilities are not specifically described in this scope, but are an inherent, necessary, or customary part of the services, and are required for proper performance, smooth running of the applications as well as devices or provision of the services under the scope, they shall be deemed to be included within the scope of the services and shall be provided by the vendor at no additional cost to the AAI.

3. Detailed Technical Scope of Work:

i. Scope of work for 10 nos. Fujitsu servers and 2 nos. A10 load balancers

- a) The successful bidder will provide comprehensive on-site AMC support from the respective OEM/Authorized Partner for the entire solution (hardware/software / etc.) during the period of the contract.

- b) Hardware faults include (but are not limited to) failure, malfunctioning, or defect of any part of the Hardware of items no. 1.1 to 1.12 as mentioned in Annexure S1 during the AMC period must be rectified as per Section-V Part B Service Level Agreement (SLA).
- c) Software faults including (but not limited to) OS, Clustering Solution, Virtualization Software shall be rectified as per Section-V Part B Service Level Agreement (SLA).
- d) It is required that the bidder is a single point of contact for AAI and has back-to-back arrangements with OEM (in case of A10 load balancers)/ Authorized partner (in case of Fujitsu servers) to provide the required level of services to AAI during AMC period.
- e) Following Pro-active Deliverables have to be provided by the bidder during the AMC period as below:
 - 1) Half-yearly firmware analysis of entire Hardware as per BoM.
 - 2) Half-yearly firmware upgrade/implementation of Hardware as per BoM.
 - 3) Host Addition/LUN creation & Mounting/Deletion/Modification in the server environment, maximum up to 4 times a year.
 - 4) Half-yearly System Health Check.

ii. Scope of work for 2 nos. Oracle Database Servers:

- a) The successful bidder will provide back-to-back comprehensive on-site AMC support from the respective OEM for the items mentioned in the BoM (hardware/software / etc.) during the complete AMC period.
- b) Hardware faults include (but are not limited to) failure, malfunctioning or defect of any part of the Hardware of items no. 2.1 as mentioned in the Annexure S1 during the AMC period must be rectified as per Section-V Part B Service Level Agreement (SLA).
- c) Software faults including (but not limited to) OS, Clustering Solution, Virtualization Software shall be rectified as per Section-V Part B Service Level Agreement (SLA).

iii. Scope of work for HPE VTL and 4 Nos. SAN Switches:

- a) To attend to hardware problems of VTL and SAN Switch (items no. 3.1 to 3.3 in Annexure S1) and resolve them by repairing/ replacing the spare or by providing a standby without any extra cost to AAI.
- b) The successful vendor shall provide patches/ upgrades of OS/ firmware or any other type of software support during the AMC period without any extra cost to AAI.

iv. Scope of work for AMC of Non-IT Infrastructure:

The Scope of Work includes:

- A. Terms and Conditions
- B. Breakdown Maintenance
- C. Preventive Maintenance

- a) Terms and Conditions:

- 1) The bidder shall ensure that the performance of the Non-IT Infrastructure shall not affect the overall working/ performance of the said data center in meeting the requirements/standards as envisaged for the data center.
- 2) The scope of this contract includes all major and minor repairs and breakdowns if any. The bidder shall attend unlimited breakdown calls in between routine service calls immediately on receipt of breakdown calls.
- 3) Service offered under this contract shall be under the service instructions and standard practice as per OEM of the concerned equipment.
- 4) All replaceable parts and spares should be OEM made (wherever back-to-back OEM support is required as per Annexure S1).
- 5) The bidder shall maintain a services log book for each system/subsystem and record the nature of service rendered at each time by the service representative and the same shall be duly verified and signed by the project manager of AAI.
- 6) No spares or any other items will be supplied by AAI. All labor & tools are to be arranged by the contractor at their own cost.
- 7) The bidder shall correct any faults or failures in the equipment and shall repair and replace worn or defective parts of the equipment within the SLA. In cases where unserviceable parts of the equipment need replacement, the bidder shall replace such parts, at no extra cost to AAI, with brand new parts or those equivalent to new parts in performance. The bidder shall further ensure that the equipment is not down at any time in absence of any spare parts. Every component including plastic parts, breakdown due to power conditions, rodents, etc. is covered under the contract.
- 8) The bidder shall ensure the availability of spare parts/items. In case it is not possible to repair some equipment or not possible to repair at the site, and the item has to be taken out for repairs, the bidder shall provide a suitable replacement as a Standby arrangement on an immediate basis so that the work is not hampered. The packing/unpacking, transportation, loading/unloading, connection/disconnection, configuration/reconfiguration, and any associated activity with the repair and maintenance shall be the sole responsibility of the bidder. However, if a standby arrangement has been made then it shall be replaced with original or functionally equivalent equipment within the next 14 working business days.
- 9) The Bidder shall dispatch competent personnel to rectify defects at any time during the day or night when being called upon by the AAI, and shall respond to, and resolve the issue as per Section-V Part B Service Level Agreement (SLA).
- 10) In case AAI found the substitutes/spares to be of lower quality than the original items/parts, then the difference between the costs of genuine spare of a reputable brand and the one used by the bidder shall be deducted from the quarterly bill.
- 11) The bidder shall maintain, at AAI's site, a written repair log. The bidder shall record therein each incident of equipment malfunction, mentioning the date and time of commencement and successful completion of repair work, along with the nature of repair work performed on the equipment.
- 12) The bidder will not subcontract or permit anyone other than the bidder's personnel to perform any of the work, services, or other performance required of the bidder under this Agreement without the prior written consent of AAI.

- 13) The bidder shall be solely responsible for the maintenance, repair, replacements, and supply of required parts, etc. The dismantled parts can be taken by the bidder after proper approval from AAI Project Manager.
- 14) The non-IT infrastructure shall be maintained in such a manner that it achieves the highest level of Reliability, Availability, Maintainability & Safety.
- 15) During the AMC period, the bidder shall carry out all types of preventive and breakdown maintenance. The preventive maintenance would be done during Operational/Non- Operational hours as per clearance given by AAI Project Manager, whereas breakdown maintenance would be done whenever a breakdown occurs. The bidder should post his Supervisor and Maintenance Staff at DC during breakdowns & preventive maintenances.
- 16) In case of Type Defect / Repetitive failure, Bidder is required to change the Component/Item by another Type / Make of component/ item to avoid the recurrence of such failures. However, the contractor shall submit such a proposal to AAI and shall obtain prior approval from AAI. Such change of item in no case shall affect Reliability, Availability, Maintainability, & Safety of non-IT infrastructure.

b) Breakdown Maintenance:

In the event of sudden breakdown, neglect, dislocation, or stoppage of services, and the bidder's failure at resolving the issue within 72 hours after reporting the breakdown, AAI reserves the right to get the work done by some other agency. In such an event, the additional cost incurred for having such work done shall be recovered from the contractor's quarterly bill (The amount which will be deducted under this clause will not be a part of the deduction mentioned in Note A of Section-V Part B Service Level Agreement (SLA)).

c) Preventive Maintenance:

- 1) Program of routine and preventive maintenance during the Comprehensive Annual Maintenance Contract shall provide all labor, materials, tools, and transport to carry out Inspections & Tests according to the requirement of the AAI.
- 2) All the Scheduled Maintenance services shall be properly programmed and agreed upon with the AAI Project Manager in order not to affect the operations of AAI DC.
- 3) The bidder shall carry out scheduled maintenance activities for item no. 4.1 to 4.13 as defined in Annexure S1 every week. The bidder shall carry out preventive maintenance for any item if it is required to prevent anticipated failure. However, if any fault arises on the items mentioned above, the contractor shall take corrective action as per the Section-V Part B Service Level Agreement (SLA).
- 4) The Preventive Maintenance for items 4.1 to 4.5, 4.11, and 4.13 in Annexure S1 shall be done by the respective OEMs every quarter.
- 5) Four Preventative Maintenance visits (per year) by OEM Engineer shall be organized during office hours on a working day. Bidder has to ensure that the manpower deputed for weekly maintenance is present during the visit.
- 6) During each Preventive Maintenance visit, OEM Engineer will run tests to verify the system is functioning correctly in all operational modes.

d) Items under the scope of Non-IT infrastructure are defined below:

i. Item 1: PDU Rack

- Perform a thorough visual inspection of all parts (bulbs, displays, missing hardware), and recommend and make any needed replacements.
- Check and verify Alarm Notification Schedules for anomalies.
- Verify and calibrate all monitoring components.
- Verify the proper operation and condition of the system.
- Check system for proper load balancing between phases, kVA usage, etc.
- Verify Proper Circuit Loading on individual circuits. To ensure proper amperage of breakers and eliminate overloaded circuits.
- Conduct weekly Preventive Maintenance by the bidder, and four Preventive Maintenance visits per year by the OEM.

ii. Item 2: APC InRow Cooling Racks

- The contract covers servicing and comprehensive maintenance of Four Nos of APC InRow RP Cooling Precision Air Conditioning units (Indoor cooling unit & Air Cooled Outdoor Condensing unit) with motors and Drives etc.
- It has to be ensured by the bidder that the Precision Air conditioners system is always in working condition. Room temperature shall be maintained within 20 degrees +/- 2 degrees Celsius & Relative humidity within 45% to 55%.
- Cleaning of units, Air Filters, cooling coils, and Condenser Coils during every visit.
- Checking the pressure readings of every unit during preventive maintenance visits.
- The components/spares/gas/oil and welding equipment required for repairing will be supplied free of cost by the contractor.
- Insulation of Refrigerant Piping.
- Foundation bolts, Grouting, Vibration Isolators, Base Frames, etc. for mounting the outdoor condensing unit, indoor Cooling Unit, and other equipment shall be provided by the bidder if required.
- Balancing of the entire Precision Air Conditioning installation.
- Cleaning of cooling coil & condenser coil (if required with water).
- Cleaning of water supply strainer and drain inside the machine and attending to any leakage or overflow.
- Checking up on the operation of Unit, Controller, and Condenser and taking corrective action (if necessary).
- Checking & rectification the overload relay settings.
- Checking of refrigeration system & pressure readings and taking corrective action, if applicable.
- Checking & rectification (if applicable) of panel insulation.
- Checking of temperature status & rectification (if applicable).
- Checking of Microprocessor controller functioning & rectification (if applicable).
- Replacement of items like Refrigerant gas and air filters.
- Replacement due to any damage or corrosion of spares, refrigerant piping, or unit panel (indoor/outdoor) due to weather/any other reason.
- All the items mentioned above including other Items not specifically referred to here shall have to be attended to and repaired as per Section-V Part B Service Level Agreement (SLA).

- The bidder shall ensure that the PAC system is operating with the most recent firmware version. All Preventive Maintenance shall include free firmware upgrades.
- Cleaning up of Air filter, cooling coil, & Condenser coil, humidifier bottle, electrodes, water supply strainer, and drain inside the machine.
- Checking the fan operation according to the sensors, modes & refrigeration piping.
- Weekly checking of the entire system by the contractor. Quarterly checking of the entire system by the OEM.

iii. Item 3: APC Environment Monitoring Unit with Accessories

- Perform a thorough visual inspection of all parts, and recommend and make any needed replacements.
- Check and verify Alarm Notification Schedules for anomalies.
- Verify and calibrate all monitoring components and proper operation and condition of the system.
- Weekly checking of the entire system by the contractor. Quarterly checking of the entire system by the OEM.

iv. Item 4: Infrastructure Management System

- Ensure all NON-IT Items are configured, if possible, with Infrastructure Management System and properly visible.
- Weekly checking of the entire system by the contractor. Quarterly checking of the entire system by the OEM.

v. Item 5: Automatic Transfer Switch

- Inspect the visually accessible portions of the ATS for evidence of heat, water, and mechanical damage.
- After de-energizing upstream switchgear or placing the ATS in bypass mode, inspect the interior to verify that transfer switch mechanisms are intact together with their control circuit wiring, relays, and contacts.
- Inspect insulating parts, mechanism covers, and arc chutes for evidence of heat, discoloration, and/or mechanical damage, and replace any that are excessively worn or damaged.
- Check the tightness of all de-energized cable, wire, and bus connections, and re-secure any loose connections that are found.
- Measure the pre-inspection voltage and current at Phase A, B, and C connections to verify that these values are within corresponding operating specifications.
- Measure and record the millivolt drop across each energized stationary and main contact while the switch is placed in each source position.
- Measure the contact resistance across the main and arcing contacts.
- Replace eroded arcing contacts, if necessary.
- Operate the ATS manually to verify proper function.
- Clean the top, bottom, and doors of the ATS enclosure.

- Weekly checking of the entire system by the contractor. Quarterly checking of the entire system by the OEM.

vi. Item 6: Fire Alarm System

- Action to alarms generated and rectification of errors causing alarms.
- Real-Time Simulation Testing of Fire Alarm System once a week.
- Weekly checking of the entire system by the contractor.

vii. Item 7: VESDA

- Action to alarms generated and rectification of errors causing alarms.
- Real-Time Simulation Testing of Fire Alarm System once a week.
- Weekly checking of the entire system by the contractor.

viii. Item 8: Access Control System

- Monitoring of Status for any Abnormality of System or errors.
- Monitoring of Access Card functioning.
- Testing & checking of all Doors, Magnetic locks, and Sensors.
- Weekly checking of the entire system by the contractor.

ix. Item 9: Rodent Repellant System

- Checking the voltage of the Rodent Controller physically.
- Testing of Rodent Controller and Transducer.
- Changing Frequency of Rodent Controller as per requirement.
- Weekly checking of the entire system by the contractor

x. Item 10: Water Leak Detection (WLD)

- Weekly checking of the entire system by the contractor.

xi. Item 11: Rack Mounted PDUs

- Any faults in power units must be repaired or replaced as per Section-V Part B Service Level Agreement (SLA).
- The vendor has to ensure that spare PDUs are kept at the backend for quick replacement.
- Weekly checking of the entire system by the contractor. Quarterly checking of the entire system by the OEM.

xii. Gas-based Fire Suppression System

Weekly checking of the entire system by the contractor.

The following activities shall be included in the preventive maintenance:

- Status of Gas suppression panel (Auto/Manual).
- Checking of Solenoid valve connections.
- Checking of Gas pressure of each cylinder.
- Checking of tightness of connections.

- Cleaning of detectors.
- Checking of terminations.
- Checking of strapping of cylinders.
- Checking any signs of wear & tear.
- Checking all connectivity.
- Safeguarding of Compressed gas.
- The vendor should repair/ replace the faulty spare parts, if required, without any extra charge.
- In case any fire incident should occur at the Datacenter, or if the gas releases for any other reason, the charges for FM200 gas refilling/new cylinders and hydro testing of cylinders, also inclusive of transportation, shall be borne by the bidder.
- Till the newly refilled/new cylinders are installed at the Datacenter, the bidder has to provide standby (filled) cylinders at the site.

xiii. Modular UPS

- The contract covers servicing and comprehensive maintenance of Two Nos. of APC Symmetra Modular UPS (excluding the battery bank).
- It has to be ensured by the bidder that the UPS is always in working condition.
- Load Balancing, verification of voltage regulation, and health of the UPS.
- Cleaning of power contacts of input and output every quarter by the OEM.
- Checking up of operation of Unit, Controller and taking corrective action (if necessary).
- Monitoring of the SMF battery including containers for any issues and irregularities and reporting the same during each visit. Any issues with Battery Containers need to be checked by the vendor.
- Bidder shall manage all logistics of Customer installation, from hardware delivery to scheduling installation, technicians, and ensuring a smooth installation process.
- During each Preventive Maintenance visit, the engineer will run tests to verify that the system is functioning correctly in all operational modes.
- Ensure that the system is operating with the most recent firmware version. All Preventive Maintenance visits shall include free firmware upgrades.
- Weekly checking of the entire system by the contractor. Quarterly checking of the entire system by the OEM.

v. **Scope of work for Oracle Linux and Oracle VM Premier Ltd Support:**

- a) The successful Bidder shall provide Oracle Linux Premier Limited Support and Oracle VM Premier Limited Support (item no. 5.1 and 5.2 in Annexure S1) from the OEM during the Comprehensive AMC period.

1. ORACLE LINUX PREMIER LIMITED SUPPORT

a. New System Installation

- i. Installing and configuring Oracle Linux
- ii. The boot loader (e.g., configuring the boot loader in a multi-boot environment)
- iii. Partitioning the hard drive
- iv. Configuring print options
- v. Configuring hardware
- vi. Network (e.g., registering system with Oracle, updating profiles, creating entitlements)

vii. Upgrading unaltered systems

b. Advanced Configuration

- i. X windows (e.g., changing window managers, configuring local X windows setups)
- ii. Debugging and resolving bugs in the operating system
- iii. Installing and configuring Java
- iv. Kernel tuning
- v. Resolving third-party application issues, using reasonable efforts.
- vi. Bash scripting

c. System Administration

- i. Accessing the remote terminal
- ii. Configuring the FTP server
- iii. Configuring and installing Amanda software
- iv. Configuring the network (e.g., ISDN dial-in server, ISDN servers, and PPP connection issue diagnosis)
- v. Firewall (e.g., port forwarding setup, IP masquerading setup help)
- vi. Software RAID (e.g., disaster recovery preparation, disk failure recovery)
- vii. Security (e.g., installing Oracle Linux IPSec tools and packages, verifying IPSec install)
- viii. Oracle Linux performance tuning, monitoring, and logging
- ix. Web Server (e.g., Apache setup and configuration, Apache web server problem diagnosis)
- x. Mail Server (e.g., creating domains, aliases, and virtual users, configuring remote user mail forwarding)

2. ORACLE VM PREMIER LIMITED SUPPORT

a. New System Installation

- i. Installing and configuring Oracle VM
- ii. The boot loader (e.g., configuring the boot loader in a multi-boot environment)
- iii. Partitioning the hard drive
- iv. Configuring hardware
- v. Network (e.g., registering system with Oracle, updating profiles, creating entitlements)
- vi. Upgrading unaltered systems

b. Advanced Configuration

- i. Debugging and resolving bugs in the operating system
- ii. Kernel and hypervisor tuning
- iii. Resolving third-party application issues, using reasonable efforts.
- iv. Bash scripting

c. System Administration

- i. Accessing the remote terminal
- ii. Configuring the network (e.g., ISDN dial-in server, ISDN servers, and PPP connection issue diagnosis)
- iii. Firewall (e.g., port forwarding setup, IP masquerading setup help)
- iv. Software RAID (e.g., disaster recovery preparation, disk failure recovery)
- v. Oracle VM performance tuning, monitoring, and logging
- vi. Configuring, monitoring, creating, tuning, and installing virtual machines

3. Pro-active deliverables

- i. Half-yearly patch analysis of entire software as per BoM.
- ii. Half-yearly patch upgrade/implementation of software as per BoM.
- iii. Half-yearly Virtualization, OS, and kernel analysis for servers.
- iv. Half-yearly Virtualization, OS, and cluster upgrade/maintenance, and kernel update/upgrade for servers.

vi. Scope of work for HPE Aruba Switches and Management Switch:

- a) To attend to hardware problems of HPE Aruba Switch and Management Switch (items no. 6.1 and 6.2 in Annexure S1) and resolve them by repairing/ replacing the spare or by providing a standby without any extra cost to AAI.
- b) The successful vendor shall provide software support including (but not limited to) patches/ upgrades of OS/ firmware during the AMC period without any extra cost to AAI.

vii. Scope of work for EMC Networker licenses:

The successful bidder will provide comprehensive on-site AMC support from the respective OEM for all the issues reported by a customer for item no. 7.1 and 7.2 in Annexure S1 during the complete Comprehensive AMC period.

The following services are to be provided during the AMC period:

- 1) Bidder has to ensure that Networker Software issues will be supported and resolved on-site or remote as per the requirement of the AAI Project Manager.
- 2) In addition to the Reactive Deliverables as mentioned in point no. 2 (Scope of Work), the following deliverables have to be provided by the bidder during the AMC period as below:
 - 2.1. The bidder in coordination with OEM has to provide support (either Remote or Onsite as desired by AAI Project Manager) in the following scenarios but not restricted to it: (a) Failure in new backup configuration done by AAI Team after the case has been logged by AAI; (b) Failure in the recovery of backup; (c) Any software problem that may disrupt the critical business functions; (d) Resolving post-up-dating issues i.e. failure in taking backups using existing configurations, etc.
- 3) Following Pro-active Deliverables have to be provided by the bidder during the AMC period:
 - 3.1. Bidder has to perform a systematic study and on basis of it has to recommend the types of backups to be taken and also configure them after the approval from the AAI project manager.
 - 3.2. Bidder has to engage an OEM certified engineer who will support the AAI engineer in upgrading the version of Networker Software to the target version as desired by the AAI Team.
 - 3.3. Testing the sanity of backups by recovering them, as and when required by the AAI. AAI Project Manager will decide which backups to recover and the infrastructure for the restore testing will be provided by AAI.
 - 3.4. Bidder has to engage an OEM certified engineer on respective technology to configure new backups as asked by the AAI Project manager.

viii. Scope of work for AMC of EMC VNX Storage:

- a) To attend to hardware problems of EMC VNX Storage (item no. 8.1 in Annexure S1), and resolve them by repairing/ replacing the spare or by providing a standby without any extra cost to AAI.
- b) The successful vendor shall provide software support including (but not limited to) patches/ upgrades of OS/ firmware during the AMC period without any extra cost to AAI.

ix. Scope of work for AMC of NIPS Solution:

- a) The successful bidder will provide back-to-back comprehensive on-site AMC support from the respective OEM for the items mentioned in the BoM (hardware/software / etc.) during the complete AMC period.
- b) Selected Bidder has to provide support for existing Network Intrusion Prevention System hardware, software, and services available 24x7
- c) The selected bidder has to provide services for configuration and re-configuration of hardware and software of the Network Intrusion Prevention System as and when required, including parts.
- d) The Maintenance Contract will be comprehensive with 24x7 support from OEM for the following during the contract Period:
 - Backup and restoration
 - Resolving issues related to the hardware and software in the NIPS as per Section-V Part B Service Level Agreement (SLA).
 - Installation/application of security patches
 - Upgradation of firmware or any such activity
 - Upgradation of the Manager software version, IPS signature set, etc. regularly as and when required and also regular coordination with respective OEMs for timely upgrades
 - Quarterly health Check-ups of all the devices of NIPS in coordination with OEM.Any other activities required to be carried out for smooth running of NIPS
- e) The selected bidder has to coordinate with all the stakeholders for smooth operation and functioning.
- f) The selected bidder has to support all the hardware of Network Intrusion Prevention including accessories mentioned in the tender.
- g) All the activities required to be performed by the service provider during the contract period should be in line with the OEM recommendation.

x. Deviation of Items and Exit Clause

- AAI reserves the right to add any item equivalent to items mentioned in Annexure S1 as per the rate provided by the successful bidder. And Deviation in Quantity will be applicable as per clause 19, Section III.
- AAI also reserves the right to terminate the contract after one year of issue of PO by giving prior notice of 45 days for items no 1.1 to 1.10, 3, 4.6 to 4.10, 4.12, 6 in Annexure S1.
- For items, no. 1.11, 1.12, 2, 4.1, 4.2, 4.3, 4.4, 4.5, 4.11, 4.13, 5, 7, 8 & 9 in Annexure S1 successful bidders will provide the anniversary date of renewal of AMC of items to AAI and if AAI wants to exit from renewal of these items, AAI will intimate to successful bidder 45 days prior to the anniversary date.

Service Level Agreement SLA (Part B)

1. SLA is divided into two parts

1.1 For IT Equipment's

All the incidents reported will be classified into two categories

- a) Hardware Issue: Faults in any hardware component of the IT line items.
- b) Software Issue: Any issue related to (but not limited to) Virtualization, Operating systems of systems, Clustering issues, etc.

The Software issues reported will be classified under three categories

- a) P1 (Severity One): System is down and business is impacted
- b) P2 (Severity Two): System is degraded with no impact on business
- c) P3 (Severity Three): Information-based queries related to the solution stack

Penalties w.r.t. software issues on the quarterly bill shall be calculated as per Table A

(Table A)

Severity	Response Time	Resolution Time	Penalty (in %) on Quarterly Bill for breach of Response Time, applicable over Quarterly Cost of Faulty Item (excl. of GST)	Penalty (in %) on Quarterly Bill for breach of Resolution Time, applicable over Quarterly Cost of Faulty Item (excl. of GST)
P1	30 Mins	6 Hours	12	20
P2	2 Hours	12 Hours	8	12
P3	4 Hours	24 Hours	4	8

All hardware issues irrespective of the severity as defined above will have to be resolved in 6 hours from reporting of the issue to the bidder. Bidder has to ensure that proper stock of the spare parts of respective systems is being maintained to meet the time obligations.

Penalties w.r.t. hardware issues on the quarterly bill shall be calculated as per Table B.

(Table B)

Time Lapse from incident report Time (Hours)	Penalty (in %) on Quarterly Bill, applicable over Quarterly Cost of Faulty Item (excl. of GST)
0 – 6	0
6 – 8	8
8 -12	12
12 – 24	16
Beyond 24 Hours	20

1.2 For Non-IT Equipment

Sl.No.	System/Sub System	Max Allowed Down Time Each Quarter per Device	Penalty Per Device (Beyond Max allowed Down Time up to 24Hrs)	Penalty Per Device (After 24 hrs up to 3 Day)	Penalty Per Device (Beyond 3 Days)
1	a) Rodent Repellent System b) Access Control System	8 Hrs	0.05% of Quarterly Bill of Total Non-IT Items (excl. of GST)	0.1% of Quarterly Bill of Total Non-IT Items (excl. of GST)	0.15% of Quarterly Bill of Total Non-IT Items (excl. of GST)

2	a) Fire Detection and Alarm System b) PDU Rack c) ATS d) Rack PDUs e) VESDA f) Fire Suppression System g) Water Leak Detection System	5 Hrs	2% of Quarterly Bill of Total Non-IT Items (excl. of GST)	3% of Quarterly Bill of Total Non-IT Items (excl. of GST)	5% of Quarterly Bill of Total Non-IT Items (excl. of GST)
3.1	In-row cooling rack faults 1) Gas-leakage 2) Compressor fault	24 Hrs	0% of Quarterly Bill of Total Non-IT Items (excl. of GST)	3% of Quarterly Bill of Total Non-IT Items (excl. of GST)	5% of Quarterly Bill of Total Non-IT Items (excl. of GST)
3.2	In-row cooling rack faults other than the above	4 Hrs	2% of Quarterly Bill of Total Non-IT Items (excl. of GST)	3% of Quarterly Bill of Total Non-IT Items (excl. of GST)	5% of Quarterly Bill of Total Non-IT Items (excl. of GST)

Note A: The maximum penalty of the contract is 10% of the total contract value (exclusive of GST).

Annexure-S1**Inventory Details**

S.No .	Contract Description	Make/ Model	Serial No. of Equipment	Start Date of AMC (A)	End Date of AMC (B)	EOL (End of Life)	No. of Days (C= B-A+1)	Support Required from OEM/ Authorized Partner/Third Party
1	AMC of Fujitsu Servers and Thunderbolt load Balancers.							
1.1	Application server	Fujitsu/ PYRX2530 M2	YM6B010507	07-Dec-22	31-Dec-25	31-Mar-23	1121.00	Authorized Partner/ Third Party
1.2	Application server	Fujitsu/ PYRX2530 M2	YM6B010508					Authorized Partner/ Third Party
1.3	OVM Server	Fujitsu/ PYRX2530 M2	YM6B010484					Authorized Partner/ Third Party
1.4	Management Server	Fujitsu/ PYRX2530 M2	YM6B010485					Authorized Partner/ Third Party
1.5	Web Server	Fujitsu/ PYRX2530 M2	YM6B010461					Authorized Partner/ Third Party

1.6	Web Server	Fujitsu/ PYRX2530 M2	YM6B010464					Authorized Partner/ Third Party
1.7	Testing Server	Fujitsu/ PYRX2530 M2	YM6B010463					Authorized Partner/ Third Party
1.8	R&D Server	Fujitsu/ PYRX2530 M2	YM6B010462					Authorized Partner/ Third Party
1.9	Integration Server	Fujitsu/ PYRX2530 M2	YM6B010483					Authorized Partner/ Third Party
1.10	Integration Server	Fujitsu/ PYRX2530 M2	YM6B010482					Authorized Partner/ Third Party
1.11	Load Balancer	A10/ Thunder1030S	TH10B433171 41029	07-Dec-22	31-Mar-25	31-Mar-25	846.00	OEM (Back-to-back)
1.12	Load Balancer	A10/Thunder1030S	TH10B433171 41072					OEM (Back-to-back)
2	AMC of Oracle Database server							

2.1	Database Server (Qty: 02)	Oracle Sparc/T7-1	AK00401913/ AK00401914	16-Dec-22	31-Dec-25	30-May-2025 (EOSL Not announced)	1112.00	OEM (Back-to-back)
3	AMC of VTL & 4 Nos. SAN Switches HPE							
3.1	SN3000B 24/12 FC Switch (Qty: 02)	HPE	CZC7342HAG / CZC7342HAN	21-Jan-23	31-Dec-25	EOSL date not declared	1076.00	OEM (Back-to-back)
3.2	StoreOnce 4900 (Qty:01)	HPE	SGH551XDK9	21-Jan-23	31-Dec-24	31-Dec-24	711.00	OEM (Back-to-back)
3.3	Storage Works 8/24 SAN Switch (Qty:02)	HPE	CZC544UP3A / CZC544UP38	21-Jan-23	30-Apr-24	30-Apr-24	466.00	OEM (Back-to-back)
4	AMC of NON-IT Infrastructure.							
4.1	Power Distribution Unit Racks (PDU) (Qty: 02)	APC / OG - PD80H5HK1-M1	PI0849120009/ PI0820170336	03-Sep-22	31-Dec-25	31-Dec-26	1216.00	OEM (Back-to-back)
4.2	APC In Row RP Cooling System consisting of outdoor unit and indoor unit along with requisite accessories out of which outdoor	APC ACRP102	YK082911020 0/ YK082611020 2/ YK082911021 1/					OEM (Back-to-back)

	condenser unit is under Comprehensive Warranty from OEM up till 12/03/2023. (Qty: 04)		YK0823110199					
4.3	APC- Environmental Monitoring Units with accessories (Qty: 02)	APC	ZA0847010125/ ZA0847012546					OEM (Back-to-back)
4.4	Infrastructure Management System (Qty: 01)	APC AP92200	NA					OEM (Back-to-back)
4.5	Automatic Transfer Switch (Qty: 04)	APC AP7722	5A0838T32298/ 5A1610T65744/ 5A0829T07904/ 5A0838T32287					OEM (Back-to-back)
4.6	Fire Detection & Alarm System with accessories (Notifier/Honeywell) (Qty: 01)	(Notifier/Honeywell)	15304C1ECN02-241					Authorized Partner/ Third Party
4.7	Smoke Detection with accessories VESDA (Qty: 01)	Xtrails/VLF-250	383415					Authorized Partner/ Third Party

4.8	Access Control System with accessories (Qty: 01)	ESSL C 3-200	AJP518226003 7					Authorized Partner/ Third Party
4.9	Rodent Control System with accessories (Qty: 01)	Maser/VHFO	4897					Authorized Partner/ Third Party
4.10	Water Leakage Detection System (Qty: 01)	C System/WLD2400	NA					Authorized Partner/ Third Party
4.11	Rack-mounted PDU with accessories Make: APC (Qty: 20)	APC AP7853	S.No: 5A0837E0099 0, 2265, 2409, 0753, 0297, 0755, 2260, 2245, 2417, 2420, 2288, 2392, 0370, 0308, 1624, 2261, 2292, 2394, 2256, 0732					OEM (Back-to-back)
4.12	Gas-based Fire Suppression System (Qty: (Lot) 01)	Gas Cylinder :Cryptzo 10-250080-000 Capacity: 80 Ltr (Qty-02) Agent release Pannel :Ravel RE120GR	Gas Cylinder S.No.B8136 & B8137 Agent release panel chip S.No. 50069B01778	19-Feb-23	31-Dec-25		1047.00	Authorized Partner/ Third Party

			& 50809B01702					
4.13	Modular UPS (Qty: 02)	APC Symmetra Modular UPS PX 60 KVA(N+1) SYCF80 KH Modular UPS	P10849120009 / P10820170336	03-Sep-22	31-Mar-23		210.00	OEM (Back-to-back)
5	AMC of Oracle Linux 7.2 OS and Oracle VM Manager for Server.							
5.1	Oracle Linux Premier Limited Support. (10 Server)	Not Applicable	Not Applicable	01-Oct-22	31-Dec-25	No EOL	1188.00	OEM (Back-to-back)
5.2	Oracle VM Premier Limited Support (10 Server)	Not Applicable	Not Applicable	01-Oct-22	31-Dec-25	No EOL	1188.00	OEM (Back-to-back)
6	AMC of HPE Aruba Switches and Management Switch							
6.1	HPE Aruba Switch (Qty: 02)	5400R 700 W POE	IN76G4D2LF/ IN76G4D334	26-Oct-22	31-Dec-25	EOL Not Declared	1164.00	OEM (Back-to-back)
6.2	HPE Management Switch (Qty: 01)	HPE 5130 48G 4SFP	CN75GPX0P3	27-Sep-22	31-Dec-25	EOL Not Declared	1192.00	OEM (Back-to-back)

7	Backup Software Networker licenses							
7.1	Backup Software 5 TB	Networker 19.1	Not Applicable	03-May-22	31-Dec-24	Depends on the EOL of the Tape library	974.00	OEM (Back-to-back)
7.2	Backup Software 25 TB	Networker 19.1	Not Applicable	02-Jan-22	31-Dec-24	Depends on the EOL of the Tape library	1095.00	OEM (Back-to-back)
8	AMC of EMC VNX Storage							
8.1	AMC of EMC VNX Storage	EMC VNX 5400 SAN Storage	CKM0014310 2230	03-May-22	31-Dec-25	End of Support Services (EOSS) date for VNX5400: 31-JAN-2023 (till this date Standard support shall be provided) End of Support Life (EOSL) date for VNX5400: 31-JAN-2028 (till this date Standard support shall be provided)	1339.00	OEM (Back-to-back)

						(Hardware Break-fix Only)		
9	AMC of NIPS							
9.1	McAfee Network Security Manager	Network Security Manager	B0C7851271	22- Jan-23	30-Jun-25	30-Jun-25	891.00	OEM (Back-to-back)
9.2		NSM (Pri) Sensor	J072349025					OEM (Back-to-back)
9.3		NSM (Sec) Sensor	A172924132					OEM (Back-to-back)

ANNEXURE-I

ACCEPTANCE LETTER

(TO BE SUBMITTED IN Pre-Qualification BID)

To,
GM (IT)
Airports Authority of India
Safdarjung Airport
New Delhi-110003

Sub: Acceptance of Terms & Conditions of Tender

Name of Work: - "Name of the work as given in Schedule-A Sr. No. 1"

Tender No.: - "Tender No. as given in Schedule-A Sr. No. 2"

Dear Sir,

1. The tender document for the works mentioned above have been sold to me/us by the Airports Authority of India and I / we hereby certify that I / we have read all the terms and conditions of the tender document made available to me / us in the office of the General Manager (IT), AAI, which shall form part of the contract agreement and I / we shall abide by the conditions / clauses contained therein.
2. I / We hereby unconditionally accept the tender conditions of AAI's tender document in its entirety for the above works.
3. It is clarified that after unconditionally accepting the tender conditions in their entirety, it is not permissible to put any remarks / conditions (except unconditional rebates on quoted rates if any) in the tender enclosed in envelope "A", "B" & "C" and the same has been followed in the present case. In case any provisions of this tender are found violated after opening envelope "A", "B" & "C". I / we agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
4. That, I/We declare that I/we have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe / gratification, I will immediately report it to the appropriate authority in AAI.

Yours Faithfully,

(Signature of the Tenderer)
with rubber stamp

Date: _____

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ANNEXURE-II

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

Ref : _____

Bank Guarantee No : _____

Date: _____

To

AIRPORTS AUTHORITY OF INDIA
Rajiv Gandhi Bhawan,
Safdarjung Airport New Delhi

Dear Sirs,

In consideration of the Airports Authority of India (hereinafter referred to as the Owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ----- (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators executors and assigns), a contract. Bearing No. ----- dated-----valued at ----- for ----- and the contractor having (scope of contract) agreed to provide a Contract Performance of the entire Contract equivalent to -----(10 per cent) of the said value of the Contract to the Owner. We at ----- (hereinafter referred to as the 'BANK', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contractor to the extent of ----- as aforesaid at any time up to ----- (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in then or of any right which they might have against the Contractor,. And to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

Apart from other guarantees this Bank Guarantee explicitly provides for the following:

- A) The Hardware / Software supplied under the contract shall be free from all defects / bugs and upon written notice from AAI, the successful bidder shall fully remedy, free of expenses to AAI, all such defects / bug as developed under the normal use of the said hardware / software within the period of guarantee/Warranty.

- B) The performance guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clause.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. --
----- and it shall remain in force upto and including ----- and shall be extended from time to time for
such period (not exceeding one year), as may be desired by M/s ----- on whose behalf this guarantee has
been given.

WITNESS

Dated this ----- day of ----- 2013 at -----

Signature ----- Signature -----

Name ----- (Bank's Rubber Stamp)

Official address ----- Name -----

Designation with Bank Stamp

Attorney as per Power of

Attorney No. -----

Date-----

ANNEXURE-II A

(Company Letter Head)

(To be submitted when the form of EMD submission is BG)

(Letter of understanding from the Bidder to Bank to be submitted along with EMD to Airports Authority of India)

The Branch Manager,

..... Bank,

.....

**Subject: My/Our Bank Guarantee bearing No..... dated..... for amount
..... issued in favor of Airports Authority of India (AAI).**

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of Earnest Money on account of contract awarded/ to be awarded by M/s AAI to me/us.

I/We hereby authorize the Airports Authority of India in whose favour the deposit is made to close the subject Bank Guarantee before maturity/on maturity towards adjustment of dues without any reference/consent/notice from my/our side and the bank is fully discharged by making the payment to Airports Authority of India.

Date:

Signature of the Depositor

Place:

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ANNEXURE-II B

Bank Guarantee Format for EMD

(To be submitted when the form of EMD submission is BG)
(On Non-judicial stamp paper of Rs.100.00)

Bank Guarantee

**The Chairman,
Airports Authority of India,
CHQ, Rajiv Gandhi Bhawan,
Safdarjung Airport,
New Delhi 110 003,
INDIA**

Dear Sir,

We _____ (full name of the banker) hereby refer to the tender for(name of work) between the Airports Authority of India as purchaser and M/s _____ (fill in the name of tenderer) as tenderer providing in substance for(name of work) as particularized in said tender, to which specific reference is made. Under the terms of said tender, the tenderer is required to provide a bank guarantee in a form acceptable to the purchaser for the amount of Rs.....(amount in figures)(Rupees) on account of EMD.

In view of the foregoing and pursuant to the terms of the said tender, which tender is referred to and made a part thereof as fully and to the same extent as if copied at length hereon, we hereby absolutely and unconditionally guarantee to the purchaser, performance of the terms and conditions of the said tender. The guarantee shall be construed as an absolute, unconditional and direct guarantee of the performance of the tender without regard to the validity, regularity or enforceability of any obligation of the parties to the tender.

The purchaser shall be entitled to enforce this guarantee without being obliged to resort initially to any other security or to any other remedy to enforce any of obligations herein guaranteed any may pursue any or all of its remedies at one or at different times. Upon default of the tender, we agree to pay to the purchaser on demand and without demur the sum of Rs.....(amount in figures)(Rupees) or any part thereof, upon presentation of a written statement by the purchaser that the amount of said demand represents damages due from the tenderer to the purchaser by virtue of breach of performance by the tenderer under the terms of the aforesaid tender. The determination of the fact of breach and the amount of damages sustained and or liability under the guarantee shall be in the sole discretion of the purchaser whose decision shall be conclusive and binding on the guarantor.

It is mutually agreed that the purchaser shall have the fullest liberty without affecting in any manner our obligation hereunder with or without our consent to vary any of the terms of the said tender or to extend the time for performance by the tenderer, from time to time any of the powers exercisable by the purchaser against the tender and either to forebear or on force any of the terms and conditions relating to the said tender and we shall not be relieved from our liability by reasons of any variation of any extension being granted to the tender or for any forbearance act or commission on the part of the purchaser or any indulgence by the purchaser to the tenderer or

by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

This guarantee is confirmed and irrevocable and shall remain in effect until _____ (the validity shall be six months from the date of opening of Tender) and such extended periods which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the term and conditions of the said tender.

Very truly yours,

(Authorized Signatory of the Bank)

ANNEXURE-III

List of Support Staff with qualification background

(To be submitted with Technical bid)

Name of Work: - "Name of the work as given in Schedule-A Sr. No. 1"

Tender No.: "Tender No. as given in Schedule-A Sr. No. 2"

Sr. No.	Name of the Employee	Qualification		Experience (No. of years)	Remarks
		Educational	Professional		
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

AUTHORIZED SIGNATURE _____

NAME OF THE SIGNATORY _____

NAME & ADDRESS OF THE TENDERER

OFFICIAL SEAL _____ **Date** _____

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ANNEXURE-IV

Details of Make/ Models offered against the Tender
(To be submitted in the Technical Bid)

Name of Work: - Procurement of "Name of the work as given in Schedule-A Sr. No. 1"
Tender No.: "Tender No. as given in Schedule-A Sr. No. 2"

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Annexure-IV A

Detailed Bill of Material

For Active Networking Equipment's
Offered against the Specification as per Annexure-VII
(To be submitted in the Technical Bid)

Name of Work: - "Name of the work as given in Schedule-A Sr. No. 1"

Tender No.: "Tender No. as given in Schedule-A Sr. No. 2"

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ANNEXURE-V

FORMAT FOR INTIMATION OF FORCE MAJEURE OCCURRENCE

**Information Technology Division,
New Admin Block, Airports Authority of India,
Safdarjung Airport,
New Delhi - 110 003.**

Name of Work : - "Name of the work as given in Schedule-A Sr. No. 1"

Tender No. : - "Tender No. as given in Schedule-A Sr. No. 2"

Subject: Intimation regarding Force Majeure Case:

Sir,

Pursuant to Clause No.12 - FORCE MAJEURE, it is for your kind information that a case of force majeure has since occurred. Details are given below:

Date of occurrence	Detail of Incident	Activity affected	Likely Delay	Requested Extension

We are entitled to an extension in the date of completion as requested above. Bar Chart with revised schedule of activities is attached. Please approve the extension in the time. Evidence of the date of occurrence is also enclosed.

It is certified that performance of the Contract has been interfered with. It is also certified that the incident has not occurred due to our own action and that there has not been any lack of action by us in preventing the occurrence.

We are only claiming the extension in the date of completion of the activity (ies) and not claiming the loss incurred in the course of the incident.

Yours truly,

(Project Manager)

Enclosures:

1. Revised Bar Chart.
2. Evidence of the occurrence of the Force Majeure case (..... sheets)

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ANNEXURE-VI**APPLICATION FOR EXTENSION OF TIME**

Part-I

1. Name of the Contractor
2. Name of the work as given in the agreement
3. Agreement No.
4. Contract Amount
5. Date of Commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Date of actual completion of work
9. Period for which extension is applied for.
10. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.

Sl No	Name of Hindrance	Date of occurrence of hindrance	Date of over of hindrance	Period of hindrance	Overlapping Period	Net extension applied for	Remarks if any
1	2	3	4	5	6	7	8

Total period for which extension is now applied for on account of hindrances mentioned above.

Month

Days

11. Extension of time required for extra work.
12. Details of extra work and the amount involved:

Total value of extra work	Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
(a)	(b)

13. Total extension of time required for 10 & 11.
Submitted to the Project Manager_____.

Signature of Contractor

Dated

Part II

(For Official Use)

1. Date of receipt of application from _____
Contractor for the work of _____ in the office of the General
Manager (IT) _____.
2. Recommendations of the project Manager as to whether the reasons given by the contractor are
correct and what extension, if any, is recommended by him. If he does not recommend the extension,
reasons for rejection should be given.

Dated:

Signature of the Installation In-charge

(To be filled in by the Project Manager)

1. Date of receipt in the Office:
2. Project Manager's remarks regarding hindrances mentioned by the contractor.
 - (i) Serial No
 - (ii) Nature of hindrance
 - (iii) Date of occurrence of hindrance
 - (iv) Period for which hindrance is likely to last
 - (v) Extension of time applied for by the contractor
 - (vi) Overlapping period, if any, giving reference to items which overlap
 - (vii) Net period for which extension is recommended
 - (viii) Remarks as to why the hindrance occurred and justification for extension recommended.
3. Project Manager's Recommendations. The present progress of the work should be stated and whether
the work is likely to be completed by the date up to which extension has been applied for. If extension
of time is not recommended, what compensation is proposed to be levied under Clause 32 of the
agreement.

Signature of Project Manager

Signature of Accepting Authority

ANNEXURE-VII**Equipment / Product Specifications & Compliance Statement**

(To be submitted with Technical bid)

(As per relevant 10.1.2 of section-II of Tender Document)

Name of Work : - "Name of the work as given in Schedule-A Sr. No. 1"

Tender No. : - "Tender No. as given in Schedule-A Sr. No. 2".

S.No.	Item Description (A)	Qty. (B)	U.O.M (C)	No. of Days (D)	Complied / Not Complied
1	AMC of Fujitsu Servers and Thunderbolt load Balancers.				
1.01	Server (Fujitsu/PYRX2530 M2)	10	Nos	1121.00	
1.02	Load Balancer (A10/Thunder1030S)	2	Nos	846.00	
2	AMC of Oracle Database server				
2.01	Database Server (Oracle Sparc/T7-1)	2	Nos	1112.00	
3	AMC of VTL & 4 Nos. SAN Switches HPE				
3.01	SN3000B 24/12 FC Switch	2	Nos	1076.00	
3.02	StoreOnce 4900	1	Nos	711.00	
3.03	Storage Works 8/24 SAN Switch	2	Nos	466.00	
4	AMC of NON-IT Infrastructure.				
4.01	Power Distribution Unit Racks (PDU)	2	Nos	1216.00	

4.02	APC In Row RP Cooling System consisting of outdoor unit and indoor unit along with requisite accessories.	4	Nos	1216.00	
4.03	APC- Environmental Monitoring Units with accessories	2	Nos	1216.00	
4.04	Infrastructure Management System	1	Nos	1216.00	
4.05	Automatic Transfer Switch	4	Nos	1216.00	
4.06	Fire Detection & Alarm System with accessories (Notifier/Honeywell)	1	Nos	1216.00	
4.07	Smoke Detection with accessories VESDA	1	Nos	1216.00	
4.08	Access Control System with accessories	1	Nos	1216.00	
4.09	Rodent Control System with accessories	1	Nos	1216.00	
4.10	Water Leakage Detection System	1	Nos	1216.00	
4.11	Rack-mounted PDU with accessories	20	Nos	1216.00	
4.11	Gas-based Fire Suppression System	1	Lot	1047.00	
4.12	Modular UPS	2	Nos	210.00	

5	AMC of Oracle Linux 7.2 OS and Oracle VM Manager for Server.				
5.1	Oracle Linux Premier Limited Support (10 Server)	1	Lot	1188.00	
5.2	Oracle VM Premier Limited Support (10 Server)	1	Lot	1188.00	
6	AMC of HPE Aruba Switches and Management Switch				
6.1	HPE Aruba Switch	2	Nos	1164.00	
6.3	HPE Management Switch	1	Nos	1192.00	
7	Backup Software Networker licenses				
7.1	Backup Software 5 TB	1	Nos	974.00	
7.2	Backup Software 25 TB	1	Nos	1095.00	
8	AMC of EMC VNX Storage				
8.1	AMC of EMC VNX Storage	1	Nos	1339.00	
9	AMC of NIPS				
9.1	McAfee Network Security Manager	1	Nos	891	
9.2	McAfee NSM (Pri) Sensor	1	Nos	891	
9.3	McAfee NSM (Sec) Sensor	1	Nos	891	

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Annexure-VIII

S. No.	<u>Details of the Vendor Firm/ Company</u>				
1	Name of the Company:				
2	Name of the Directors as per MoA:				
3	Name of the Authorized signatory:				
4	Email Address:				
5	Phone/Fax:				
6	Email Address for correspondence:				
7	Detail of EMD	Name of the Bank	Amount	Whether Scanned EMD Copy submitted on the portal	
8	Turn Over of the company for the last three years	FY-2019	FY-2020	FY-2021	Annualized
9	GST No.				
10	PAN				
11	Date of Incorporation of the Company as per MoA (Copy Attached /Uploaded)				
12	Proof of Execution of works	Name of the work	Po ref. with date	PO Amt.	Remarks
12.1	Similar Work Experience 1				
12.2	Similar Work Experience 2				
12.3	Similar Work Experience 3				
13	Date of completion of Certificates of the above said works	Name & Desig. Of Signatory	Address	Contact number	Email Address
13.1	Similar Work Experience 1				
13.2	Similar Work Experience 2				
13.3	Similar Work Experience 3				
14	Tender-specific authorization letters from OEM as per tender requirement	Product	OEM with Address	Name of Signatory	Contact Number with Email Address
14.1					
15	Power of Attorney (Stamp Paper of Rs 100/-) in favor of signatory (attached)	Yes or No			
16	Acceptance letter as per Annexure-I (Attached/Uploaded)	Yes or No			
17	List of Client references Attached /Uploaded	Yes or No			

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Annexure-IX

INTEGRITY PACT

PRE CONTRACT INTEGRITY PACT

This Pact made thisday of between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act,1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices atin India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, officers. Or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

.....represented by of the other part, hereinafter called the "Bidder/Contractor" (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract for The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors. WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization "Transparency International" (T.I.) headquartered in Berlin (Germany). The Authority will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. AND WHEREAS the Bidder is submitting a tender to the Authority for In response to the NIT (Notice Inviting Tender) dated Contractor is signing the contract for execution of

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Authority;

1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

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

3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or 86isfavor to any person in relation to the contract or any other contract with the Authority.

3.2 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.

3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and

representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- a) The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder/Contractor will inform to the Independent External Monitor.

- i) If he receives demand for an illegal/undue payment/benefit.
- ii) If he comes to know of any unethical or illegal payment/benefit.
- iii) If he makes any payment to any Authority's associate(s)

3.11 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.12 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.

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

4. Previous Transgression

4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.

4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.

4.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor (s) and associate(s) whose value of the work contribution exceeds Rs .5 Crores. (Rupees zero point five Crores.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.

4.4. That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point five Crs.) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such subcontractor(s)/ associate(s) in relation to the contract/ work.

4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.

4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

5. Earnest Money, Security Deposit, Bank gurantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance gurantee/Bond.

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

6. Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts.

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue. (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER. (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit

the earnest money deposited/bid security. (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than

India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest. (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest. (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.

b) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract. (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened. (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

(xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

6.2 The Authority will be entitled to take all or any of the actions mentioned at para

6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted alongwith Independent External Monitor's recommendations/suggestions

that no reasonable doubt is possible in the matter.

6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

c) Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:

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

8. Independent External Monitor(s),

8.1. That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.

8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.

8.3. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.

8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub – Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub- Contractors/ Associates with confidentiality.

8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 That the Authority 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 Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.

8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.

8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The word 'Monitor' would include singular and plural.

9. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

d) Law and Place of Jurisdiction.

That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the Authority, as applicable.

11. Other Legal Actions

11.1 That the changes and supplements as well as termination notices need to be made in writing.

11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

12.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.

12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at _____ on _____

<p>Buyer</p> <p>Name of the Officer</p> <p>Designation</p> <p>Deptt./Ministry/PSU</p> <p>Witness</p> <p>1. _____</p> <p>e) _____</p>	<p>BIDDER</p> <p>CHIEF EXECUTIVE OFFICER</p> <p>Witness</p> <p>1. _____</p> <p>f) _____</p>
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ANNEXURE-X
PROFORMA FOR UNDERTAKING
[TO BE SUBMITTED WITH PRE-QUALIFICATION BID]

To,
Executive Director (IT)
Airports Authority of India,
Rajiv Gandhi Bhawan,
Safdarjung Airport, New Delhi 110003.

Name of Work: - "Name of the work as given in Schedule-A Sr. No. 1"

Tender No.: "Tender No. as given in Schedule-A Sr. No. 2"

Sub: Undertaking

Sir,

In compliance with the tender requirement for the above-referred work:

1. I/We undertake that, our firm or any of our firm's Partners or Directors have not been blacklisted and no case is pending and no complaint regarding irregularities is pending — in India or abroad — by any global international body like World Bank/International Monetary Fund/World Health Organization, etc. or any Indian State/Central Governments Departments or Public Sector Undertaking of India.
2. I/We undertake that our firm possesses the required tools, plants, skilled manpower, etc. required for execution of work as per the scope of this tender. I/We also undertake that no part of the scope of work shall be sublet or outsourced to any third party without written consent from AAI.
3. I/We undertake that, our firm or its Partners or its Directors or Sole Proprietor do not have any outstanding dues payable to the Airports Authority of India.
4. I/We undertake that, the complete responsibility to carry out the works and their completion as per scope of the tender, shall be of our firm's only.
5. I/We undertake that, our firm or our subsidiary firm or our parent firm has not submitted Alternate or partial bid(s).

Dated:

Signature of the authorized signatory

Name _____

Email _____

Stamp _____

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ANNEXURE-XI

POWER OF ATTORNEY FORMAT FOR THE AUTHORIZED PERSON(S)

(Bidder shall submit irrevocable power of attorney on a non-judicial stamp paper of Rs.100/-
Signed by authorized signatory as per Memorandum of Articles authorizing the persons, who are
Signing this bid on behalf of the company)

BY THIS POWER OF ATTORNEY executed on _____ we _____
_____ a Company incorporated under the Provisions of companies Act, 1956 having its Registered Office at
_____ (hereinafter referred to as the "Company") do hereby severally
appoint, constitute and nominate _____ official(s) of the Company, so long as they are
in the employment of the Company (hereinafter referred to as the "Attorneys") to sign agreement and documents
with regard Bid No. _____ due on _____ invited by Airports
Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi – 110 003 for "**Audio Visual Works for
Command Control Center at
CATFM-AAI New Delhi**" and to do all other acts, deeds and things the said Attorneys may consider expedient to
enforce and secure fulfilment of any such agreement in the name and on behalf of the Company **AND THE
COMPANY** hereby agrees to ratify and confirm all acts, deeds and things the said Attorneys shall lawfully do by
virtue of these authorities hereby conferred.

IN WITNESS WHEREOF, this deed has been signed and delivered on the day, month and year first above written
by Mr. _____ Authorized Signatory, duly authorized by the Board of Directors of the Company
vide it's resolution passed in this regard.

By order of the Board
For _____
(_____)

Authorized Signatory

Witness:

- 1.
- 2.

Attorney Signature of Mr. _____ -----

Attorney Signature of Mr. _____ -----

(Attested)

(_____)
Authorized Signatory

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ANNEXURE-XIII

(Non-Disclosure and Confidential Agreement)

(Non-Disclosure Agreement)

STRICTLY PRIVATE AND CONFIDENTIAL

This Agreement is made on the <<dd/mm/yyyy>>

BETWEEN

<< Name of the Contractor>> a company incorporated under the laws of India and having its corporate office at **<< Address of the Contractor>>** (hereinafter referred to as **<<Contractor>>**)

AND

Airports Authority of India, a Government of India, Public Sector Undertaking constituted under the Airports Authority of Act 1994 having its office and principle place of business at its corporate headquarter at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi 110003 (hereinafter referred to as **"AAI"**).

WHEREAS <<Contractor>> and **AAI** (hereinafter referred to as "the Parties") wish to engage in discussions with each other regarding potential business arrangements between the parties vide AAI PO/WO/Tender No. **<<Details of PO/WO>>** hereinafter referred to as "the Purpose").

NOW THEREFORE, to enable such discussions to proceed, each party ("Disclosing Party") understands that certain Confidential Information, as defined below, may need to be disclosed to the other Party ("Receiving Party")

- 1) All information and data relating to the purpose which is obtained, whether in writing, pictorially, in machine readable form or orally in connection with the discussions (including but without limitation, financial information, know-how, processes, ideas, (whether patentable or not), schematics, trade secrets, technology, customer lists (potential or actual) and other customer-related information supplier information, sales statistics, market intelligence, marketing and other business strategies and other commercial information of a confidential nature.
- 2) This Agreement, but does not include Confidential Information which is or becomes publicly available, other than as a result of a breach of this Agreement, or becomes lawfully available to either party from a third party free from any confidentiality restriction or any information required to be disclosed under any relevant law or regulation provided the affected party is given prompt notice of such requirements and the scope of such disclosure is limited to the extent possible or order of court provided that the Disclosing Party is given prompt notice of such order and (where possible) provided the opportunity to contest it.

IN CONSIDERATION of each Party's Confidential Information, each Party agrees to the following terms and conditions:

- 1) That the Receiving party shall use the Confidential Information only for the purpose. The Receiving Party shall treat the Confidential Information with the same degree of care and protection, as it would use with respect of its own Confidential Information.

- 2) That the Receiving Party shall not disclose any of the Confidential Information to any third Party, nor shall it use the Confidential Information for any purpose other than stated in clause 1 and except to the extent required by law, without the prior written consent of the Disclosing Party.
- 3) The Receiving Party shall not copy or reproduce in any way (including without limitation, store in any computer or electronic system) any Confidential Information or any documents containing Confidential Information without the Disclosing Party's consent.
- 4) The Receiving Party shall take all necessary steps and precautions to protect the Confidential Information against any un-authorized access and not to divulge any such Confidential Information or any Confidential Information derived there from to any third person.
- 5) The Receiving' Party shall immediately upon request by the Disclosing Party deliver to the Disclosing Party all material including all copies (if any) made under clause 3.
- 6) The Receiving Party shall not use the Confidential Information directly or indirectly to procure a commercial advantage over the Disclosing Party both during and after the completion of the purpose.
- 7) The Receiving party acknowledge that damages are not a sufficient remedy for the Disclosing party for any breach of any of the Receiving Party's undertakings herein provided and the Receiving Party further acknowledges that the Disclosing Party is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of those undertakings by the Receiving Party, in addition to any other remedies available to the Disclosing Party in law or in equity.
- 8) No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
- 9) The Receiving Party does not acquire any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such confidential Information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof except as may be otherwise agreed to in writing.
- 10) The Disclosing Party understands that the Receiving Party may currently, or in future, be developing information internally or receiving information from third parties that may be similar to that received from the Disclosing Party. Accordingly, nothing in this Agreement shall be construed as representation or inference that the Receiving Party will not develop any technology, information, know-how, processes or products, or have technology, information or products developed for it, that, without violation of this Agreement, compete with or are the same or similar to the technology, information, know-how, processes or products contemplated by the Disclosing party's Confidential Information.
- 11) Any dispute or difference arising at any time between the Parties hereto in relation to any undefined terms contained herein will be resolved through mediation between the senior management of the parties by each party appointing a person from their respective senior management as mediators. If the parties are unable to resolve the dispute within 30 (thirty) days

through mediation between them, then the parties shall refer to the dispute to arbitration. The arbitrator shall be mutually decided between the parties. The arbitration shall be conducted under Indian Arbitration and Conciliation act of 1996. The place of arbitration shall be in New Delhi, India. The language of such arbitration shall be English.

- 12) The laws of the Republic of India shall govern the validity, construction and performance of this Agreement.
- 13) Nothing in this Agreement shall prejudice any Party's rights to seek injunctive relief in the courts of any competent jurisdiction.
- 14) This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each Party and no failure or delay in enforcing and right will be deemed a waiver. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.
- 15) This Agreement may be terminated at any time by a party giving thirty (30) days prior written notice to the other party, provided that the obligations respecting the Confidential Information already provided hereunder shall survive any termination of this Agreement for a period of 2 years from the date of execution of this Agreement.
- 16) This Agreement has been made in order to keep the conditions of non-disclosure and confidentiality between <<Contractor>> & AAI for the documents and information to be provided by AAI to <<Contractor>> in connection with the award of work by AAI to <<Contractor>> for <<Name of work>> vide AAI WO/PO /Tender no<<Details of WO/PO>> IN WITNESS WHERE OF this Agreement has been executed by the duly authorized representative of each party on the day and year first above written.

For Contractor

Signed :
Name :
Designation :

For Airports Authority Of India

Signed :
Name :
Designation :

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Annexure XIV**PUBLIC PROCUREMENT LINKED WITH LOCAL CONTENT (PP LC) ORDER 2017**

Public procurement (Preference to Make in India policy 2017) (PP-LC) has been notified and effected vide order dated 15-06-2017 of Govt. of India to encourage and promote manufacturing and production of goods and services in India with a view to enhancing income and employment.

In order to implement 'Make in India' public procurement policy 2017 (PP-LC) following shall be considered and applicable uniformly for procurement of goods and service including turn-key works, across all disciplines in Airports Authority of India (AAI). **Also include the order No. P-45021/2/2017-PP(BE-II), Dated 04th June 2020 "Public Procurement (Preference to Make in India), order 2017- Revision regarding."**

1. LOCAL SUPPLIER:-

Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content i.e. 50 % of total value of the product or services.

2. LOCAL CONTENT:-

'Local content' means the amount of value added in India in the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

FORMAT FOR CALCULATION OF LOCAL CONTENT IN GOODS / SERVICES:

	Name of the bidder	
	Item name & sl.no. BOQ	
A	Total value of the item procured excluding net domestic indirect taxes	Rs.
B	Value of imported content in the item including Custom Duties	Rs.
C	Local content i.e. amount of value added in India [A-B]	Rs.
D	Percentage of Local content C ----- x 100 A	%

For the purpose of local content salary / professional fees paid in Indian Rupees (INR) to India- based foreign employees will be treated as local content, if they are ordinarily resident in India for a longer period (6 months

or more). However, salary / professional fees paid to foreign professionals coming to India on short term basis, or payments made in foreign currency, will not be treated as local content.

3. DEFINITION OF L1:-

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

4. MARGIN OF PURCHASE PREFERENCE:-

'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier above the L1 for the purpose of purchase preference, shall be 20 %, which shall be firm during particular procurement transaction.

5. Manufacture under license/ technology collaboration agreements with phased indigenization:-

5.1 If the product developed abroad, is being manufactured in India with the stipulated percentage (50%) of local content, under license from foreign manufacturer who holds intellectual property right and having technology collaboration agreement/ transfer of technology agreement with Indigenous manufacturer, is acceptable under this policy. Nodal Ministry may also reduce the requirement of stipulated local content subject to clear phasing of increase of local content.

5.2 Local content being manufactured in India but supplied by overseas bidder who has venture and bona-fide agreement with Indian manufacturer under License /Technology Collaboration agreements with phased Indigenization, the payment can be made in foreign currency to non-local bidder also subject to adjustment of taxes as applicable and prevailing regulation of RBI & Government of India. It can also be given in Indian National Rupees [INR] to local manufacturer through bona-fide bidder, subject to implementation of prevailing regulation of Government of India & RBI.

6. Verification of local content: -

- a) The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- b) In case of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

7. A local supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Local supplier/ bidder shall mean those entities which meet any of these tests with respect to India.

8. PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC) AND ITS IMPLEMENTATION: -

According to Make in India policy 2017, Purchase preference shall be given to local suppliers in all the procurement, in the manner as given in following clauses, if nothing otherwise notified by MOCA.

8.01 It is presumed that sufficient local capacity and local competition exist in country for procurement of goods where the estimated value of procurement is Rs.50 lacs or less but above Rs.5 lacs, & only local supplier shall be eligible.

8.02 In-procurement of goods, up-to and less than Rs. 5 lacs, shall be exempted from implementation of public procurement linked with local content policy to the bidder being small purchases. However, it shall be ensured by procuring entities that procurement is not split for purpose of avoiding the provisions of this policy.

8.03 In-procurement of goods where the estimated value of procurement is more than Rs. 50 lacs and which are not divisible in nature, the following procedure shall be followed.

- a) Among all qualified bids, the lowest bid will be termed as L1, if L1 is from a local supplier, the contract for full quantity will be awarded to L1.
- b) If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price failing within the margin of purchase preference of 20 % of L-1 price, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- c) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price then the contract may be awarded to the L1 bidder.

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Annexure-XV

Competent Authority and Procedure for Registration

Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

Annexure-XVI

Request Letter: Transmission of Bank Guarantee cover Message

Date: _____

The Manager,

(Bank),

(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC00000007)

Dear Sir/ Ma'am,

I/ We, _____, request you to include unique identifier _____ in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC-ICIC00000007)

Thanking you,

(Vendor)

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SCHEDULE-A**ADDENDUM TO THE TENDER DOCUMENT****Name of Work: - Procurement of "Name of the work as given in Schedule-A Sr. No. 1"****Tender No.: "Tender No. as given in Schedule-A Sr. No. 2"****Note:** To be read in conjunction with the Terms & conditions (Section-I, Section-II, Section-III & Section-IV of the Tender against the sections referred below.

Sr. No.	Section	Para No.	Sub-Para No.	Text to be read as
1.	II	6, 11	6.1.1, 6.1.2, 11.1	Tender Name: "Infrastructure Maintenance Services (IMS) Provider of Safdarjung & Rajiv Gandhi Bhawan AAI Data Center"
	III	1	1.1	
		Annexure	I,III,IV,V&VI I	
2.		Annexure	I,III,IV,V&VI I	AAI/CHQ/ITD/IMS/01/2021-22 CPP Portal Tender ID – 2022_AAI_111746_1
3.	III	5	5.1	a) Rs. 15,69,842 /-
				b) Rupees Fifteen Lakhs Sixty-Nine Thousand Eight Hundred Forty-Two Only
4.	IV	2	2.1	BLANK
5.	IV	5	5.1	a) BLANK or b) "Unless specified otherwise in Tender Specifications"
6.	IV	7	7.5	"NIL"

General Manager (IT)

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SCHEDULE-B**PRICE SCHEDULE****Name of Work: - Procurement of "Name of the work as given in Schedule-A Sr. No. 1"****Tender No.: "Tender No. as given in Schedule-A Sr. No. 2"**

S.No.	Item Description (A)	U.O.M (B)	Qty. (C)	No. of Days (D)	Unit Price Per Day(Exclusive of Taxes) (E)	Amount (Exclusive of Taxes) (F = C*D*E)
1	AMC of Fujitsu Servers and Thunderbolt load Balancers.					
1.01	Server (Fujitsu/PYRX2530 M2)	Nos	10	1121.00		
1.02	Load Balancer (A10/Thunder1030S)	Nos	2	846.00		
2	AMC of Oracle Database server					
2.01	Database Server (Oracle Sparc/T7-1)	Nos	2	1112.00		
3	AMC of VTL & 4 Nos. SAN Switches HPE					
3.01	SN3000B 24/12 FC Switch	Nos	2	1076.00		
3.02	StoreOnce 4900	Nos	1	711.00		
3.03	Storage Works 8/24 SAN Switch	Nos	2	466.00		
4	AMC of NON-IT Infrastructure.					

4.01	Power Distribution Unit Racks (PDU)	Nos	2	1216.00		
4.02	APC In Row RP Cooling System consisting of outdoor unit and indoor unit along with requisite accessories.	Nos	4	1216.00		
4.03	APC- Environmental Monitoring Units with accessories	Nos	2	1216.00		
4.04	Infrastructure Management System	Nos	1	1216.00		
4.05	Automatic Transfer Switch	Nos	4	1216.00		
4.06	Fire Detection & Alarm System with accessories (Notifier/Honeywell)	Nos	1	1216.00		
4.07	Smoke Detection with accessories VESDA	Nos	1	1216.00		
4.08	Access Control System with accessories	Nos	1	1216.00		
4.09	Rodent Control System with accessories	Nos	1	1216.00		
4.10	Water Leakage Detection System	Nos	1	1216.00		
4.11	Rack mounted PDU with accessories	Nos	20	1216.00		
4.12	Gas-based Fire Suppression System	Lot	1	1047.00		
4.13	Modular UPS	Nos	2	210.00		
5	AMC of Oracle Linux 7.2 OS and Oracle VM Manager for Server.					
5.1	Oracle Linux Premier Limited Support (10 Server)	Lot	1	1188.00		
5.2	Oracle VM Premier Limited Support (10 Server)	Lot	1	1188.00		

6	AMC of HPE Aruba Switches and Management Switch					
6.1	HPE Aruba Switch	Nos	2	1164.00		
6.3	HPE Management Switch	Nos	1	1192.00		
7	Backup Software Networker licenses					
7.1	Backup Software 5 TB	Nos	1	974.00		
7.2	Backup Software 25 TB	Nos	1	1095.00		
8	AMC of EMC VNX Storage					
8.1	AMC of EMC VNX Storage	Nos	1	1339.00		
9	AMC of NIPS					
9.1	McAfee Network Security Manager	Nos	1	891		
9.2	McAfee NSM (Pri) Sensor	Nos	1	891		
9.3	McAfee NSM (Sec) Sensor	Nos	1	891		
Total Amount (Exclusive of Taxes)						

Note:

- 1 **Form D (etc.) for concessional duty shall not be applicable for AAI for exemption or reduction in Govt. Duties.**
- 2 **GST on the applicable items at current prevailing rate shall be furnished by the bidder.**

- 3 **In E-tendering portal, there may be short description of Products/ items as described above due to constraint of space, for details refer Tender Document or description in detail on portal.**

AUTHORIZED SIGNATURE _____
NAME OF THE SIGNATORY _____

NAME & ADDRESS OF THE TENDERER

**To,
General Manager (IT)**