

Tender Name: "Hiring of support partner for comprehensive work of 'SAP ERP post production support' for 3 Years"

**Tender Fee: 2,950/-**  
**(Inclusive of GST 18%)**



## **TENDER DOCUMENT**

**TENDER NO.: AAI/CHQ/ITD/SAP-AMC/2022**

**Title: "Hiring of support partner for comprehensive work of 'SAP ERP post production support' for 3 Years"**

**CPP Portal Tender ID: - 2022\_AAI\_114165\_1**

**Date: 02<sup>th</sup> April 2022**

CIO/Executive Director (IT)  
AAI CHQ, RGB, New Delhi –110003  
Date of upload: 28.04.2022

(Signature & Seal of Tenderer)

Total Number of Pages of This Tender Document: **136**

*(Tender should be uploaded along with all corrigendum and technical bid with duly signed on each page as proof of reading)*

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## **SECTION-I**

### **NOTICE INVITING TENDER**

1. Airports Authority of India invites e-tenders from Authorized Service Providers for the work **“Hiring of support partner for comprehensive work of ‘SAP ERP post production support’ for 3 Years”** as per the bill of material given in **Annexure – VII** in this tender document with detailed Technical Specifications as given in **Annexure – VIIA** of tender document.
2. **Estimated cost of the purchase / work & the EMD are given below.**

Sr. No.	Name of the Work	Estimated Cost (INR)	EMD Amount in (INR)	COST OF TENDER (INR)
1	Tender for “Hiring of support partner for comprehensive work of ‘SAP ERP post production support’ for 3 Years” CPP Portal Tender ID: - 2022_AAI_114165_1	INR 24,98,54,878 (Inclusive of all taxes but exclusive of GST)	INR 49,97,098/-	INR. 2950 /- (inclusive of 18% GST)

3. **Tender Fee & EMD:** The cost of tender & EMD shall be paid **“Online”** through CPP Portal. Option of EMD in the form of Bank Guarantee shall be available at the portal however, the bidder shall submit the hard copy of the BG to AAI before opening of the bid. **Any other mode of submission of Tender Fee and EMD shall not be accepted and bidder shall be responsible for non-submission of the same.** Manual of payment of Tender Fee & EMD is attached on Annexure-XV
4. The Address for sending EMD (in case of BG) through post/courier shall be as below-  
  
**Mr. Dharmendra Kumar, Jt. GM (IT)**  
**O/o Executive Director (IT)**  
**IT Department, Hanger Building**  
**Safdarjung Airport**  
**Airports Authority of India**  
**New Delhi- 110003**
5. 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> . A copy of the tender is also available on AAI website ([www.aai.aero](http://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.

- ✚ Any Queries relating to the process of online bid submission or queries relating to CPP portal Technical Assistance, please call the technical helpdesk, on following Telephone Numbers Tel: +91-120-4200462, +91-120-4001002, +91-8826246593. & Email Address: [support-eproc@nic.in](mailto: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 bidders, AAI technical 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	<a href="mailto:eprochelp@aai.aero">eprochelp@aai.aero</a>	<b>011-24632950</b> <b>Ext. 3512</b>	0800-2000 Hrs. (MON - SAT)
2.	Mr. Sanjeev Kumar Senior Manager (IT)	After 4 Hours of Issue	<a href="mailto:etendersupport@aai.aero">etendersupport@aai.aero</a> or <a href="mailto:sanjeevkumar@aai.aero">sanjeevkumar@aai.aero</a>	011-24632950, Ext-3523	0930-1730 Hrs. (MON-FRI)
3.	Mr. Dharmendra Joint GM (IT)	After 12 hours of Issue	<a href="mailto:dkumar@aai.aero">dkumar@aai.aero</a>	011-2462950, Ext-3527	0930-1730 Hrs. (MON-FRI)
3.	General Manager (IT)	After 03 Days	<a href="mailto:gmitichq@aai.aero">gmitichq@aai.aero</a>	011-24657900	0930-1730 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. For any issues/ clarifications relating to the understanding of the tender(s) published kindly contact the respective Tender Inviting Authority / Bid Manager whose details are given below.

SL N	Name of Bid manager	Designation	Email ID	Contact No.
1.	Mr. Dharmendra Kumar	Jt. GM (IT)	<a href="mailto:dkumar@aai.aero">dkumar@aai.aero</a>	011-2462950, Ext-3527
			<a href="mailto:sanjeevkumar@aai.aero">sanjeevkumar@aai.aero</a>	011-2462950, Ext-3523

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

### Holidays

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

Sl. No.	Activity	Up to Date & Time (IST)
1	Publishing Date & Time	18:30 Hrs 02-05-2022
2	Document download / sale start Date & Time	18:30 Hrs 02-05-2022
3	Seek clarification Start Date & Time	18:30 Hrs 02-05-2022
4	Pre-bid meeting (Through VC)	10:30 Hrs 11-05-2022
5	Seek Clarification End Date	17:00 Hrs 12-05-2022
6	AAI Response to bidders’ queries’	17:00 Hrs 17-05-2022
7	Bid Submission Start Date & Time	17:30 Hrs 11-05-2022
8	Bid Submission Closing Date & Time	17:00 Hrs 06-06-2022
9	Bid Opening Date & Time	17:30 Hrs 07-06-2022
10	Opening of Financial Bid (Tentative)	15:30 Hrs 22-06-2022
11	Date & time of Reverse Auction	To be notified after opening of Financial bid

7. AAI may at its discretion, extend/change the schedule of any activity by issuing an addendum/corrigendum on the e-procurement portal <http://etenders.gov.in/eprocure/app>. 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.
8. **Pre-bid meeting:** Pre-bid meeting shall be conducted through video conferencing as per schedule. Interested bidder may participate the meeting through below given link:  
<https://aai-aero.webex.com/aai-aero/j.php?MTID=m006f852d6310f555098050094091a439>
9. The Application and Databases would be hosted in DC at CHQ-New Delhi and DR at Hyderabad. The proposed support scope shall cover the office at Corporate Head Quarter- New Delhi & DR at Hyderabad. However, onsite support staff will have to work at CHQ- New Delhi.

(Chief Information Officer-IT Dte.)

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 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 "CCA India" refers to the Controller of Certifying Authorities (CCA), Ministry of Electronics & Information Technology, Government of India.
- 1.13 "PQQ" refers to Pre-Qualification Questionnaire.

- 1.14 “BOQ” refers to Bill of Quantity.
- 1.15 “NIT” refers to Notice Inviting Tender.
- 1.16 “OEM” refers to the Original Equipment Manufacturer.
- 1.17 “Reverse Auction” (or the term ‘Electronic reverse auction’ in certain contexts) means an online real-time purchasing technique utilized by the Procuring Entity to select the successful bid, which involves presentation by bidders of successively more favorable bids during a scheduled period of time and automatic evaluation of bids;
- 1.18 “RGB” refers to Rajeev Gandhi Bhavan (AAI Corporate Headquarters, New Delhi-110003).
- 1.19 “AAI IS Security Policy” refers to AAI Information Security Policy.
- 1.20 “NPV” refer as Net present value.
- 1.21 Support Partner or Service Provider refer to the successful bidder.
- 1.22 “ERP” refer as Data Processing Enterprise resource planning.
- 1.23 “ATS” refer as Annual Technical Support.

## 2. REGISTRATION AND BIDDER MANUAL KIT AT CPP PORTAL:

- 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.
- 2.3 Bidders may refer the manuals for Bid Submission, Tender Cum Auction, Online payment of Tender Fee and EMD etc. on CPP Portal with URL:

<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

## 3. BIDDING SYSTEM:

- 3.1 The bidder shall submit the documents comprising the bid in three (3) packets on CPP Portal
  - Packet-1:** EMD & Tender Fee
  - Packet-2:** Pre-Qualification & Technical Qualification
  - Packet-3:** Financial bid
- 3.2 Bidders shall upload the required documents as per **Para 8** of Section-II in **JPEG/PDF** in readable form under **specific .RAR** Files in English Language at e-procurement portal as mentioned in bid documents.

#### 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. LIST SECTIONS & ANNEXURES OF TENDER DOCUMENTS

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

S.No	Item	Description
1.	Section-I	(Notice Inviting Tender)
2.	Section-II	(Instructions to Bidders)
3.	Section-III	(General Terms & Conditions of the Contract)
4.	Section-IV	(Special Conditions of the Contract)
5.	Section-V	(Scope of Work)
6.	Annexure-I	(Unconditional Acceptance Letter)
7.	Annexure-II	(Proforma Bank Guarantee)
8.	Annexure-IIA & IIB	(Bank Guarantee format for EMD)
9.	Annexure-III	(Support Staff details)
10.	Annexure-IV	(Service Level Agreement (SLA))
11.	Annexure-V	(Format for intimation of force Majeure)
12.	Annexure-VI	(Application for extension of time)
13.	Annexure-VII	(Bill of Material/Bill of Quantity/Price Bid)
14.	Annexure-VIIA	(Technical Compliance)
15.	Annexure-VIIB	(Manpower Rates)
16.	Annexure-VIII	(Details of Vendor Firm)
17.	Annexure-IX	(Integrity Pact)
18.	Annexure-X	(Proforma for Undertaking)
19.	Annexure-XI	(Power of Attorney)
20.	Annexure-XII	(Details of Statutory Taxes)
21.	Annexure-XIII	(Non-Disclosure Agreement)
22.	Annexure-XIV	(Change Control Schedule)
23.	Annexure-XV	(List of Client References)
24.	Annexure XVI	(Format of Letter to PBG Issuing Bank)
25.	Annexure XVI	Undertaking Regarding Debarment/Blacklisting
26.	Schedule-A	(Addendum to the Tender document)

- 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 Para-6 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 Any doubt/clarification required w.r.t tender clause or conditions shall be completed before due date of clarification; no further request shall be entertained. AAI shall not entertain any post-closing date clarifications or confirmation of compliance.
- 6.4 Response to Clarification requests shall be uploaded at CPP portal through corrigendum/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/addendums/clarifications shall be considered as part of the Tender package.

## C. PREPARATION OF BIDS

### 8. DOCUMENTS COMPRISING THE BID:

- 8.1 Bidder should consider corrigendum/s (if any) published on the tender document for preparation of bid.
- 8.2 The bid prepared by the bidder shall be in three packets to be submitted as per **Para D** of this Section. Each packet to contain the following documents respectively:
- 8.3 **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: -
- 8.3.1 **Tender Fee:** The cost of non-refundable tender fee of value as given in Section-I of the Tender (Notice Inviting Tenders) shall be paid “**Online**” through CPP Portal. “**Acknowledge receipt of the online payment of the tender fee**” should be submitted in Pack-1. (No Tender fee required for valid NSIC/MSME registered bidders as per GoI

rules)

- 8.3.1.1 NSIC registered bidders shall upload copy of valid NSIC Registration Certificate and MSME Certificate as per GoI rules for the purpose of verifying their claim for exemption from Tender fee in Pack-1. For details refer clause 17 of Section-IV.
- 8.3.1.2 Tenders not accompanied by the requisite Tender Fee or valid proof as per GoI of exemption from Tender Fee, shall be rejected.
- 8.3.2 **Bid Security/EMD:** EMD of the value as given in Section-I of the Tender (Notice Inviting Tender) shall be paid “**Online**” through CPP Portal. Option of EMD in the form of Bank Guarantee shall be available at the portal. However, the bidder shall submit the hard copy by post/courier or delivery in person of the Bank Guarantee to AAI before opening of the bid. Any other mode of submission of Tender Fee and EMD shall not be accepted and bidder shall be responsible for non-submission of the same. Bank Guarantee Performa is mentioned in Annexure-II A & B. “**Acknowledge receipt of the online payment of the EMD/Scanned copy of Bank Guarantee for EMD**” should be submitted in Pack-1.
- 8.3.2.1 NSIC registered bidders shall upload copy of valid NSIC Registration Certificate and MSME 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 17 of section-IV.
- 8.3.2.2 Tenders not accompanied by the requisite EMD or valid proof as per GoI of exemption from EMD, shall be rejected.
- 8.3.2.3 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.
- 8.3.2.4 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.
- 8.3.2.5 The bidder shall provide the name, designation, address, fax number, telephone number and email of the bank issuing the Bank Guarantee for confirmation purposes.
- 8.3.2.6 Details regarding EMD payment/Refund/forfeit may be seen in Section – III.
- 8.3.3 **List of documents to be attached with the Tender Fee folder of Packet-1:** As per above mentioned details. Bidder, please note the name of e-File corresponding to the documents

S. No.	Fee e-documents (PDF)	e-File: Named As
A	<b>RAR File 1</b>	
i.	Proof of Tender Fee	Tender Fee
ii.	Proof of Bid Security/EMD Fee	EMD Fee

**8.4 Pre-Qualification & Technical Bid (Packet-2): for provision of “Name of the work as given in Schedule-A Sr. No. 1” consisting of the following documents.**

- 8.4.1 **GST No./TIN and PAN:** The bidder should have valid PAN & GST/TIN registration etc. in India or any regulatory requirement in this region.
- 8.4.2 **Value Criteria:** Bidder should have successfully completed similar work in SAP-ERP involving design, development, implementation and maintenance of application/system or with better (higher) requirements, works or services with
- a. One Work Order of value equal to 80% or more of the estimate cost  
or
  - b. Two separate Work Orders, each for a value equal to 50% or more of the estimated cost  
or
  - c. Three separate Work Orders, each for a value equal to 40% or more of the estimated cost.
  - d. The above criteria should be completed in last 7 years, for Government Departments or Public Undertakings or Private sectors (within India). Similar supplies work or services shall mean “End to End SAP-ERP implementation/support (Excluding Licenses, ATS and Infrastructure cost) essentially involving modules BASIS, ABAP, FICO, HCM, PS, MM”. Bidder needs to submit the Work Order / Purchase Order / Letter from the client which shall clearly substantiate the requisite criteria. (Sub-contracting and consortium work order will not be considered)
- 8.4.3 **Proof of satisfactory service/Experience Certificate:** Bidder shall submit performance certificate in respect of the experience of works claimed by bidder against execution of works listed above. Certification of satisfaction with complete detail of work carried out along with work satisfaction status shall be submitted. Further completion certificates should be issued by the end client/customer stating customer’s name, address and authorized signatory. In case of experience of Private sectors, bidder must submit TDS certificate issued by the Customer in support of payment received and execution of work.
- 8.4.4 **Average Annualized Financial Turnover:** Bidder should have annualized average financial turnover of at least five (5) times of the estimated cost as per Section-I Para-2 during last 3 years ending 31<sup>st</sup> March of previous financial year. As a proof of financial turn over, copy of abridged Balance Sheet along with profit & loss account of the firm for the last three year should be submitted. A Certificate from Statutory Auditor or CA stating shall also be accepted as a proof of financial Turnover, net worth and profitability.
- 8.4.5 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).
- 8.4.6 **A list of clients served** (with contact address) shall also be attached as Annexure-XV.
- 8.4.7 **Articles of Memorandum of Association or Partnership Deed or Proprietorship**

**Deed** as the case may be.

- 8.4.8 **Unconditional Acceptance Letter:** Acceptance of all tender conditions in the format enclosed as Annexure-I of the tender document.
- 8.4.9 **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.
- 8.4.10 **Proforma for Undertaking:** As per Annexure –X. Bidder shall not be black listed or should not have a pending case or pending complaint of irregularity in India or abroad. Bidder is required to submit an undertaking in this regard as per format. If the claim of the bidder is found to be wrong or the bidder is blacklisted by any of these agencies during the bid evaluation process his bid is liable to be rejected at that stage.
- 8.4.11 **Integrity Pact:** As per as Annexure-IX.
- 8.4.12 **Non-Disclosure Agreement:** Bidder shall submit Non-Disclosure Agreement as per Annexure-XIII of this tender document.
- 8.4.13 **Details of the Vendor Firm/Company:** Format enclosed as Annexure-VIII of the tender document.
- 8.4.14 **Undertaking regarding blacklisting of partners/ directors/ board members:**
- Bidder shall submit Undertaking regarding debarment/blacklisting of partners/ directors/ board members during tendering as per Annexure-XVII.
- 8.4.15 **List of documents to be attached w.r.t Technical Bid–**
- a. List of consultants along with Qualification, Experiences as per Annexure-III. Bidder should have consultant having worked on support required modules (FICO, HR, ESS/MSS, Payroll, PS, MM, SD, ABAP, BASIS) with minimum 5/7 years of working experience including certification. In case, fail to provide any module’s consultant, then undertaking to be given for arrangement of alternative by the bidder.
  - b. Duly Filled Compliance Statement related to Technical Resources/Consultants as per Annexure-VII & Annexure–VIIA with supporting documents/literature.
  - c. Bidder shall submit their Approach and Methodology of transition, maintenance, operations and support of the SAP-ERP for next 3 years.
  - d. **SAP Partner:** Bidder should be an authorized implementation partner/Authorized Support partner of M/s SAP. Copy of the MAF/Certificate/Authorization letter shall be submitted along with Bid.
- 8.4.16 **List of documents to be attached with the Eligibility Bid & Technical Bid (PQ & TQ Folder)–**Bidder, please note the name of e-File corresponding to the Documents

Tender Name: “Hiring of support partner for comprehensive work of ‘SAP ERP post production support’ for 3 Years”

S. No.	Pre-Qualification Bid e-Documents (PDF)	e-File: Named As
<b>A</b>	<b>RAR File 1</b>	
i.	GST No./ PAN /TIN	TIN/GST–Name of Firm/Company
ii.	Articles of Memorandum of Association or Partnership Deed or Proprietorship Deed.	MoA or Firm Deed
iii.	Power of Attorney (In case Signatory is other than Director of a Company or Proprietor/Partner of the Firm) as per Annexure-XI	PoA
iv.	Audited Balance Sheet during last three years	ABS-2020, ABS-2019 & ABS-2018
v.	The Bidder should not be blacklisted or banned or declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Government/ PSU/ Autonomous Body (Under Any government law) in India or abroad as on last date of submission of the Bid. Or Should not be in non-performance in the last 3 years in any State/Central Government/ PSU/ Autonomous Body (Under Any government law) in India or abroad as on last date of submission of the Bid. As per Annexure –X	PROFORMA FOR UNDERTAKING
vi.	Undertaking regarding debarment/blacklisting of partners/ directors/ board members during tendering as per Annexure-XVII.	Undertaking regarding blacklisting of partners
<b>B</b>	<b>RAR File 2</b>	
i.	Proof of Experience of Works claimed. (PO/Work Order issued by the customer)	Experience PO-01 Experience PO-02 Experience PO-03
ii.	Proof of completion (Completion Certificate issued by the customer) with complete details of works claimed.	CC-01 CC-02 CC-03
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 clients served references with contact details including Email Ids as Annexure-XV	Client List
<b>D</b>	<b>RAR File 3</b>	
i.	Letter of Unconditional Acceptance of terms & conditions of tender as per as Annexure-I	Unconditional Acceptance Letter
ii.	Details of the Vendor Firm/Company: Format enclosed as Annexure-VIII of the tender document	Vendor Details
iii.	Integrity Pact as per as Annexure-IX	IP
iv.	Non-Disclosure Agreement as per Annexure-XIII	Non-Disclosure
<b>E</b>	<b>RAR File 4 (Technical qualification documents)</b>	
i.	List of consultants along with Qualification and Experiences as per Annexure-III.	Consultant list
ii.	Compliance Statement of Detailed Bill of Material/Quantity duly certified by bidder as per	BOM/BOQ Compliance Statement

S. No.	Pre-Qualification Bid e-Documents (PDF)	e-File: Named As
	Annexure-VII	
iii.	Duly Filled Compliance Statement as per Annexure – VIIA with supporting documents/literature.	Compliance Statement
iv.	Approach and Methodology of transition, maintenance, operations and support of the SAP-ERP for next 3 year	Approach and Methodology
v.	Digitally Signed Tender Document including Corrigendum's (if any)	Tender
vi.	SAP Partner: Bidder should be an authorized implementation partner/Authorized Support partner of M/s SAP. Copy of the MAF/Certificate/Authorization letter shall be submitted along with Bid.	Copy of SAP Certificate
F	<b>RAR File 5</b>	
i.	Any other eligibility cum technical bid related documents as per tender document.	Other Docs

8.4.17 The bidder shall provide Pre-Qualification and TQ Documents as specified in this section. Lack of submission of any of the specified qualification documents or submission of any of the specified documents in a manner which is in non-conformance with the relevant clause of this tender document may result in rejection of the Tender.

8.4.18 Date of submission of the Bid will be taken as reference for assessing the eligibility criteria.

8.4.19 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.

8.4.20 Compliance Statement as per Clause 10.1.2 of this section.

**8.5 Financial Bid (Packet-3):** 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 **Para 9**.

8.5.1 Financial bids shall be filled up as per the guidelines given on CPP-Portal as per BoQ/ format given attached along with tender document. However, the BOQ shall be as per Annexure-VII.

8.5.2 Man-power cost bi-furcation as per Annexure-VIIB.

8.5.3 Rate of current prevailing GST on applicable items as per Annexure-XII.

## **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 bidder shall exclude GST and any other Tax etc., in the Unit Rate on 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 all taxes and charges) 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 rates as per price schedule given in Financial Bid (BoQ) for all the items as per specifications in Annexure-VII and Annexure - VIIA.
- 9.4 Each Bidder should submit man-power cost bi-furcation as per Annexure-VIIB which shall be in lined with BOQ rates. Man-power rate should be justified as per BOQ, Unjustified price of man-power in Annexure-VIIB shall make the financial bid of the bidder invalid and such offers shall be rejected at the 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.

- 9.7 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.

## 10. DOCUMENTS ESTABLISHING ITEMS CONFORMITY TO BID DOCUMENTS:

- 10.1 Pursuant to **Para 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.

10.1.2 Compliance Statement in Annexure -VII & Annexure -VIIA 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 OEM 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 as per **Para 8** of this section.

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/CPP Portal. 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 **Para 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 (Packet-1), Pre-Qualification and Technical Bid (Packet-2):**

- 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, Two Packets (Packet-1 & Packet-2) shall be opened simultaneously and documents may be downloaded for all packets and Second time, only financial bid shall be opened. The bidders can see and monitor the process online. In case representative of the bidders wish to be present at AAI office during bid opening process, the bidder shall submit authority letter to this effect before they are allowed to participate in bid opening.
- 17.1.2 However, Bidder shall not be allowed to present at AAI, in case Reverse Auction type tender because as per RA policy vendor details shall not be available at this stage to

anyone.

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

**17.2 Financial Bid (Packet-3):**

17.2.1 Financial Bids of those bidders who qualify technically shall be opened electronically at CPP portal on-line. Time and date of opening is as mentioned in "Critical Dates" of Section-I or shall be notified through system generated email.

**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 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 There is provision to ask shortfall documents through CPP portal. Bidders are responsible to submit the all requisite shortfall documents in the given chance, till the stipulated time.

18.3 It may be noted that enquires / clarifications shall be responded only through CPP 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 Tender Fee, Pre-qualification and Technical Bid Evaluation:**

19.1.1 The Tender Fee, Pre-qualification and Technical criteria shall be evaluated after opening of bids. Clarifications if any shall be asked from bidders during evaluation process. Bids meeting Tender Fee, 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 for 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 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.

19.1.6 The bidder shall provide an undertaking from the authorized signatory about the Educational qualifications and experience of the profile submitted in the technical bid.

## 19.2 Financial Bid Evaluation:

19.2.1 Financial Bids of those bidders who qualify technically shall be opened electronically at CPP portal on-line.

19.2.2 **Online Reverse Auction:** Online Reverse auction shall be carried out after opening of the financial bid as per the **Para 28 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.

19.2.3 The financial bid will be adjusted on pro rata basis item wise, as per the discount provided in terms of percentage after reverse auction.

19.2.4 If required, status of L1 bidder shall be decided on the basis of NPV (Net present value) calculation and purchase order will be issued to the bidder (L1 from NPV) price quoted in the reverse auction.

19.2.5 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 of financial bid opening.

## 19.3 Negotiation with the bidder

19.3.1 AAI reserves the rights to negotiate with selected bidder on the change request man-month rate and may ask selected bidder to match the prices of the bidder who has quoted minimum man-month rate among all participated bidder as per un-conditional acceptance of Annexure-I

## 20. CONTACTING THE BUYER:

20.1 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.

20.2 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.

20.3 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.

## **21. AWARD OF CONTRACT:**

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

## **22. RIGHT TO ACCEPT OR REJECT THE TENDERS:**

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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.
- 22.6 Tenders that are not accompanied with Earnest Money Deposit (EMD) shall be rejected outright.
- 22.7 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.
- 22.8 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.
- 22.9 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 21 above.

**23. ISSUE OF WORKS ORDER:**

- 23.1 The acceptance of the tender will be intimated to the successful bidder by AAI, either by fax or by letter, email, e-portal.
- 23.2 The issue of a Works Order / Purchase Order shall constitute the intention of Buyer to enter into the contract with the bidder.
- 23.3 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 30 days of the Work Order. The bidder shall commence the work immediately after signing of contract.
- 23.4 AAI shall be the sole judge in the matter of award of contract and decision of AAI shall be final and binding.

**24. SIGNING OF CONTRACT:**

- 24.1 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 30 days of the acceptance of the Works Order / Purchase Order.

**25. ANNULMENT OF AWARD:**

- 25.1 Failure of the successful bidder to comply with the requirement of Clause 24 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.

**26. TRANSFER OF TENDER DOCUMENT:**

- 26.1 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.

**27. CONTRACT MONITORING:**

- 27.1 The bidder shall follow the governance & reporting mechanism as mentioned in Tender Document.
- 27.2 The buyer shall hold regular contract monitoring meetings after the award of the contract to monitor the performance of the contract.
- 27.3 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.
- 27.4 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.

- 27.5 Buyer shall communicate the readiness of the site(s) as per format as & when the buyer is ready with the installation/implementation plans.

## **28. ONLINE REVERSE AUCTION:**

- 28.1 Electronic Reverse Auction is a type of auction (classified as dynamic procurement method) where the starting price, bid decrement, duration of auction, maximum number of automatic extensions are announced before start of online reverse auction. If required, RA may be preceded by an e-Procurement process to shortlist competent bidders who would be allowed to participate in the RA. The shortlisted bidders can participate online in the RA after the published time in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within the duration of the RA.

- 28.2 A detailed process for RA is attached as detailed below:

- 28.2.1 Reverse Auction will be conducted after financial bid opening on L1 price, where-in only L1 consolidated price shall be visible to the bidders (Vendor details shall not be available at this stage to any one).
- 28.2.2 The Reverse Auction shall be conducted on the overall tender prices and not on individual components.
- 28.2.3 Reverse auction will be conducted online with vendors from their own offices. For Training on reverse auction, online help shall be available through the CPP Portal.
- 28.2.4 Reverse auction process will be conducted for a period of one hour where the bidders will be allowed to reduce their prices.
- 28.2.5 In case any bidder submits the price within 5 minutes of closing of reverse auction timing, the system will automatically extend the reverse auction time to further 15 minutes. All participant tenderers can reduce the price during this time.
- 28.2.6 If the above situation repeats, i.e. a bidder submits price reduction in last 5 minutes of closing of auction, further 15 minutes extension will be automatically allowed.
- 28.2.7 The number of extensions in RA cannot be restricted. System has the provision to perform auto extension.
- 28.2.8 System will allow the Bidder to quote between the limit which is decided by Max Seal Percentage that has to be defined by the purchaser as X percent (%) at the time of Auction Creation. The Value should be in the Multiple of Decrement Value mentioned by purchaser.
- 28.2.9 Minimum decrement: Minimum decrement shall be the minimum amount a supplier/vendor has to reduce in order to beat a higher bid. This shall only be in 'absolute value' fixed by AAI and will be available as "Decremental value" in e-auction

'Basic Details' window. This minimum decrement may be decided by the ED of the concerned Directorates and can be defined at the time of auction creation.

- 28.2.10 After Auction end time, System will generate price comparative chart, which will show the names and rates of bidders quoted in the tender as well as (L1) rates quoted by them in the auction.
- 28.2.11 The rates received in the Auction shall be final and shall be inclusive of all costs as per the published BOQ. No extra amount any count for the published BOQ shall be agreed.
- 28.3 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.
- 28.4 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.
- 28.5 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 BOQ) 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 BOQ 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.
- 28.6 Bidders shall be informed regarding Reverse Auction and they may contact Helpdesk for the guidance on Reverse Auction process.
- 28.7 Reverse Auction will be conducted online with vendors from their own offices.

\*\*\*\*\*END of SECTION-II\*\*\*\*\*

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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/bill of quantity in Annexure-VII & VIIA.
- 1.2 This tender document includes details of application and services required, scope of work as in Section-V for support services for operation and maintenance of the application.
- 1.3 Vendor is also responsible for maintaining the maintenance procedures, SLA & maintenance schedule as notified in the Annexure-IV of the tender document.

##### **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 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. EMD Amount shall be remitted Online through CPP Portal **“Acknowledge receipt of the online payment of the EMD/Scanned copy of Bank Guarantee for EMD”** should be submitted in Packet-1. Option of EMD in the form of Bank Guarantee shall be available at the portal however, hard copy should be posted/couriered or delivered in person to the concerned official in a sealed envelope, so as to reach latest by the last date and time of the bid submission.
- 5.2 The EMD of bidder who are not qualified in initial eligibility qualification or Technical qualification, EMD shall be refunded after 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 may be forfeited in the following events:
- 5.5.1 If the successful bidder fails to enter into a contract with AAI within 30 calendar days after the receipt of the purchase order / work order as specified under 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 bidder 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 AAI, their EMD will be forfeited.

- 5.8 If AAI cancel this tender process, AAI will return the EMD without any interest of all bidders for whom the EMD was not already forfeited.

**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 End Period of Project/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 In case the bidder submits the annual PBG (i.e. 3% of total price), the bidder must ensure that PBG is maintained at all times during the duration of the contract and has to submit a new PBG before 30 days of expiry to the submitted PBG. If the bidder fails to renew the PBG, AAI reserves the right to terminate the contract.
- 6.3 The performance guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.
- 6.4 The performance guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee:
- 6.4.1 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.
- 6.4.2 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.
- 6.5 The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.
- 6.6 The bidder as per support, operation, installation, maintenance manuals and performance guarantee tests supplied by the successful bidder, will do the loading, installation & commissioning of systems/manpower. 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. The bidder shall deploy the manpower at all sites as per the tender at his own cost.

6.7 A fine of an agreed amount calculated @ 0.5 % of the total value of the contract per week or part thereof subject to a maximum value equal to 10% of the value of the work awarded can be imposed in case of delay in takeover of the system from incumbent vendor as per timelines defined in the Section-V of this RFP. Fine can be encash/deducted from PBG or Running bill. The acceptance of valid reasons for non-compliance to 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.

6.8 AAI has made arrangement for verification of BG received by AAI from successful bidder through Structured Financial Messaging System (SFMS) of ICICI Bank. The following bank details from the successful bidder shall be submitted once the PO is issued to the L1 bidder.

**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

6.9 While submitting the documents to BG issuing bank, the successful bidder will also submit letter to the issuing bank as per the format mentioned in Annexure -XVI. The successful bidder shall also attach a copy of the SFMS BG Confirmation Message sent by the BG issuing bank to ICICI bank.

## 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 acceptance testing of the system to be developed and deployed under this project shall be as per the Section-V.

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

## 9. Extension of Time:

9.1 This work is critical and the bidder shall strictly adhere to quality and the timeline as specified in the tender. 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 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 10% of the value of the work awarded.
- 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.

**11. Blank**

**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 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 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 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 AAI from any claims/penalties arising out of any infringements and indemnify completely 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 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)/CIO, 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 Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The single Arbitrator for settlement of any dispute with regard to this contract shall be appointed by the

Chairman, AAI. The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

15.2 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding.

15.3 Indian laws shall govern this contract.

**16. TERMINATION FOR DEFAULT & RISK PURCHASE:**

16.1. 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.

16.2. If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract or any extension thereof granted by AAI pursuant to Clause 9 of Section - III.

16.3. If the Contractor fails to perform any other obligation(s) under Contract.

16.4. 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.

16.5. As a penalty to the Contractor, AAI shall encash the Contract Performance Bank Guarantee. 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 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 as per Clause 16 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/hire Extra item and/or Substitute items as per project 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.

\*\*\*\*\*END of Section-III\*\*\*\*\*

## **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**

- 3.1 The time and date of completion of the works as contained in the bidder's proposal and as agreed to contractually after modifications, if any, shall be final and binding upon the bidder. It must be understood that the bidder 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.
- 3.2 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/ Satisfactory services report in original as applicable from CTMs.
- 5.2.3 Certificate for SLA measurement/ verification.
- 5.2.4 Day wise attendance details of the manpower deployed by the bidder, duly signed by Authorized signatory of the bidder and endorsed by the user department.
- 5.2.5 For every 2<sup>nd</sup> and 4<sup>th</sup> quarter of the years, in addition to the documents as mentioned above, the bidder shall also submit
  - 1. Change Request Document covering all such requests in the preceding quarter along with actions taken on the changes. This shall include the functional requirements, business logic details and deployment architecture details. (if applicable)
  - 2. Deployment Architecture Details covering the complete SAP-ERP ecosystem. (if applicable)
- 5.3 Payment for each of the services / works to the bidder shall be made quarterly on the basis of SLA performance and submission of the documents as detailed above. No other payments except mentioned in the price bid shall be payable for the services. However, payment schedule may be refer from Section V 'Project Deliverables & Payment Schedule'.
- 5.4 New Implementation/ Change Request related 100% payment shall be made along with quarterly payment after successful completion of work and submission of UAT Completion Certificate & SLA Report.

## **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) years from the date of supply.
- 6.2 Current performance of the SAP-ERP shall be benchmarked, and the bidder shall guarantee against deterioration in performance on account of transition from incumbent service provider. As SAP-ERP is critical to the financial operations of AAI, its satisfactory functioning is prime responsibility of the bidder.
- 6.3 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 DISPATCH OF DOCUMENTS**

- 7.1 Pre-receipted Bills in triplicate at each stage of payment.
- 7.2 Copy of the Inspection report/ User Satisfaction Report (if inspection carried out as a part of the Contract).

7.3 Duly certified Installation / Commissioning/ Satisfactory Performance Certificate with the final bills.

7.4 Any other Document as per Annexure- (As per Schedule-A Sr. No. 6).

**8 Not Applicable**

**9 Technical Manual/Documents**

9.1 The bidder shall supply complete set of technical/ operations and maintenance manuals (as applicable) along with the operations and maintenance. The cost of such manuals supplied will be included in the cost of the system. Apart from the documents as mandated in the payment terms, the bidder shall maintain a comprehensive technical manual which shall cover, but shall not be limited to functional requirement specifications, deployment architecture, module and function wise business logic details, module/ function wise schema details, inter alia, other industry standard technical details. This manual shall be updated monthly to reflect the change requests and other modifications.

**10 Not Applicable**

**11 Intellectual Property Rights**

11.1 The bidder shall recognize that SAP-ERP is an evolving system and Airports Authority of India has been the core of its evolution. In this spirit, the intellectual property rights pertaining to SAP-ERP (including software and any documents related to SAP-ERP) shall vest with AAI and no representation from the bidder shall be entertained in this regard.

11.2 AAI shall be free to market the product to third party at its discretion. By signing the contract consequential to this RFP, the bidder shall be deemed to have accepted the vesting of all the IPRs associated or generated during this contract in AAI.

**12 Submission of Acceptance Testing Procedure**

12.1 It will be the responsibility of the vendor to submit the system test procedure for conducting the post-implementation acceptance testing. The procedure submitted by the vendor should be drafted in line with the standard practices followed in the industry. Acceptance test procedure on approval by AAI shall become the document for acceptance of the modules/ enhancements. The draft copy of system test procedure should be made available to AAI before 15 days of the schedule software acceptance date.

**13 Project Schedule & Monitoring**

13.1 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.

- 14 The vendor should deploy well trained personnel as per SOW 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.
- 15 The Vendor is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies at site, if required.
- 16 Quantity ordered may vary as per site conditions / requirements.
- 17 Bidders registered with NSIC/MSME
  - 17.1 Concessions to the MSME registered with NSIC/MSME, shall be applicable as per the directives of Govt. of India.
  - 17.2 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.
  - 17.3 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).
  - 17.4 Bidders (MSEs) registered with NSIC seeking concession/exemption on the basis of “goods/services produced” need to submit a certificate, issued from the concerned authority (DIC or DEO etc.), that products/services offered in the bid are being produced by the concerned MSE.
  - 17.5 **Tender fee exemption:** In case a bidder seeks and is eligible for exemption from payment of Tender Fee, Documentary proof as above to this effect must be enclosed with the document in fee (Packet-1) of the bid.
  - 17.6 **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.
  - 17.7 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.

- 17.8 The benefit as above to MSEs shall be available only for goods / services produced and provided by MSEs for which they are registered including financial limit mentioned in the certificate.
- 18 Purchase preference to Central Public Sector Undertaking shall be applicable as per the directives of Govt. of India prevalent on the date of acceptance.
- 19 **List of Exclusions**
- 19.1 The tender clauses not related to the present tender are not applicable.
- 20 The bidder shall have to support operation and maintenance of all AAI Airports. The number of airports as well as number of modules per airport may increase or decrease. The bidder shall have to provide the services to any such airports with no extra cost to the bidder. In case there is any additional deployment required for supporting any additional airport, the bidders are required to provide the resources of the same experience and qualification as listed in the RFP and on the same rates as quoted by the bidder at the time of submission of financial bid. The same will be covered as a change request and must be mutually agreed by the both the parties.
- 21 AAI reserves the right to terminate the contract fully or partially with prior notice of three months to the bidder.
- 22 AAI reserves the right to reassign the number of items/manpower utilized for the project during the contract period in case any AAI airport is being privatized.
- 23 The bidder shall have to quote man months per year which will be used as rate list for any change requests. The rate quoted will be also used for financial evaluation.
- 24 **Event of Default:** The following events shall be deemed to constitute Event of Default
- 24.1 The Security Deposit or a part of it has been encashed and appropriated and the Bidder fails to replenish or provide fresh Security Deposit within a cure period of 30 (thirty) days; **or**
- 24.2 Any representation made or warranty given by the Bidder under the Agreement is found to be false or misleading; **or**
- 24.3 Forthwith, if insolvency or bankruptcy proceedings are initiated against the Bidder or a provisional liquidator, receiver or manager of the Bidder is duly appointed and such petition or order is not withdrawn within 60 (sixty) days or if the Bidder becomes bankrupt or is wound up whether voluntarily or compulsorily save for the purpose of reconstruction or amalgamation; **or**
- 24.4 Forthwith if the Bidder has been debarred by the Authority.
- 25 Consortium / Joint Venture / Sub-Contracting / Sub-Letting shall not be allowed in whole or part of the services provided by the bidder for this RFP.

\*\*\*\*\*END of SECTION-IV\*\*\*\*\*

Tender Name: “Hiring of support partner for comprehensive work of ‘SAP ERP post production support’ for 3 Years”

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## **SECTION-V**

### **1. TECHNICAL INFORMATION OF 'ERP-SAP' AND SCOPE OF WORK:**

#### **1.1. Introduction - Overview of SAP in AAI**

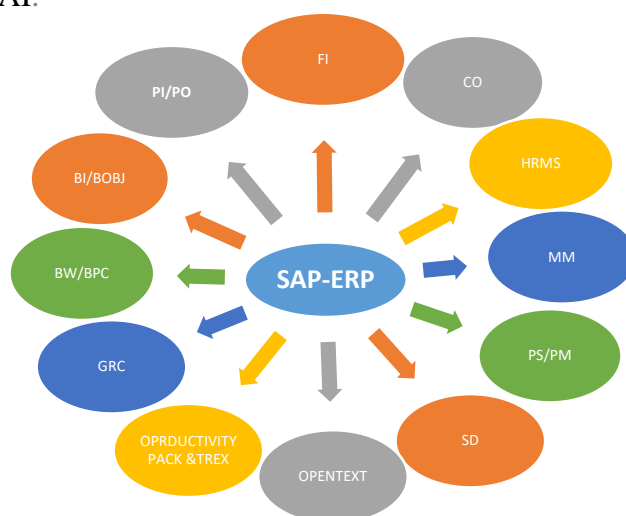
1.1.1. SAP ERP is a product-based software primarily using for financial accounting, payroll and project management in AAI across all airports including Regional Head Quarter (New Delhi, Mumbai, Kolkata, Chennai, Guwahati) & Corporate Head Quarter -New Delhi for enterprise resource planning. This system is installed at our Primary Datacentre, New Delhi and proposed to be installed at Disaster Recovery Datacentre, Hyderabad. It is deployed in virtualized environment technology which includes SAP servers and SAN Storage with HA mode using Red Hat Linux 7.7 as OS and Oracle 19c as database. Currently ERP system is deployed with ECC 6.0 EHP6 version. It includes several modules i.e. Financial Accounting & Controlling (FICO), Material Management (MM), Project System (PS) & Human Capital Management (HCM) including Payroll etc. Currently approx. 1317 professional users, 26500 Payroll user, 16000 ESS users & 5 Developer Users are using SAP system to carry out different functions. As per existing customization in the landscape, the number of non-standard SAP object/g-object are approx. 8070. As per past trend the monthly tickets are raising approximately 100 out of which 80% tickets are related to HCM, FICO and BASIS and 20% tickets are pertaining to rest of the modules.

1.2. Major activities which are a part of SAP-ERP are as follows:

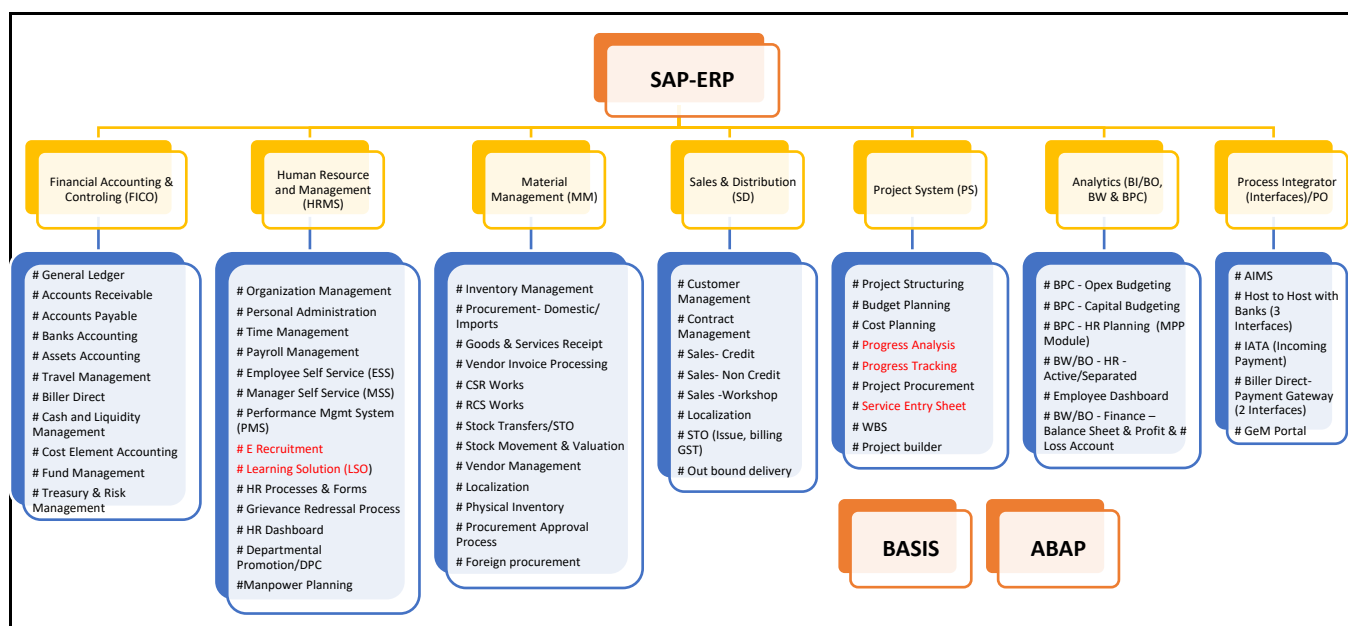
Essential/Core Activities	Additional Activities
Financial Transaction Management	Application lifecycle management
Human Resource Management of AAI Employee	Security management and monitoring
Vendors, Material Master data & Purchase Order Monitoring	Payment Gateway for Vendors
Integrated Project Management	E-Recruitment, Performance Management & Learning Solution
Employee & Management Self Services	Reporting and Visualisation
Data Warehousing	Interface management

#### **1.3. Details of SAP Modules & Sub-Module Implemented in AAI**

SAP Implemented in AAI are majorly having 12 Modules, to provide end-to-end resource planning at AAI.



### Module wise details as implemented in AAI

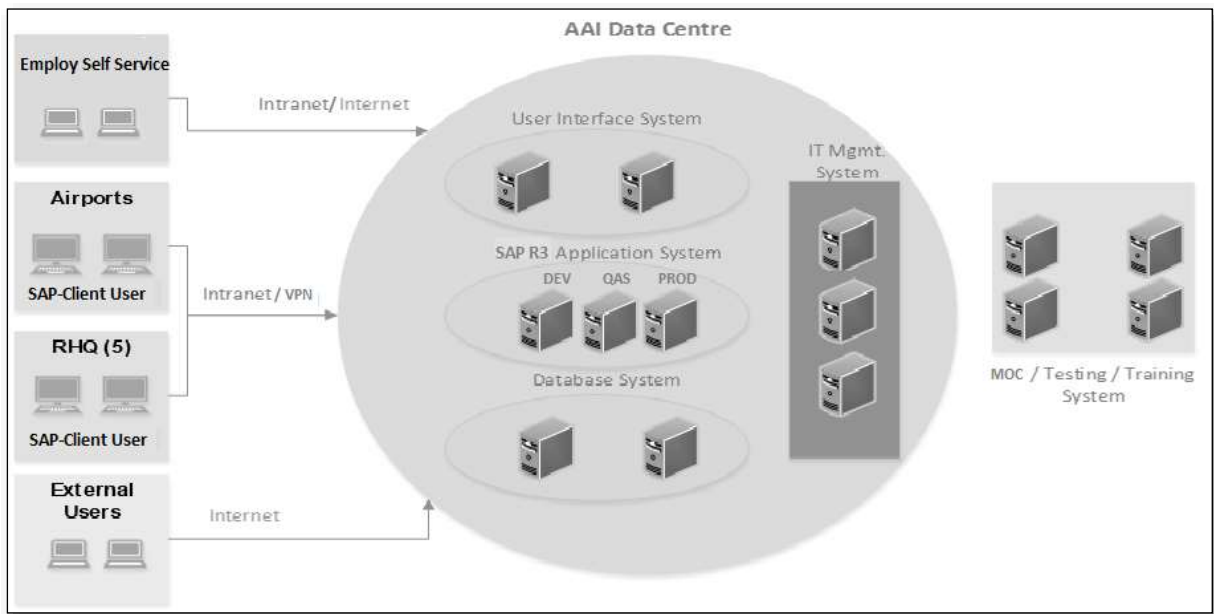


1.3.1. Multiple interfaces as mentioned above (i.e. Process Integrator) are implemented for integration with various Internal and External system as per details mentioned in 'Integration layer' of this section.

1.3.2. Other modules/sub-modules such as Plant Maintenance, GRC with Access Control, Quality Management-Inspections, Productivity Pack, Open Text, TRex & Solution Manager are also implemented for their purpose.

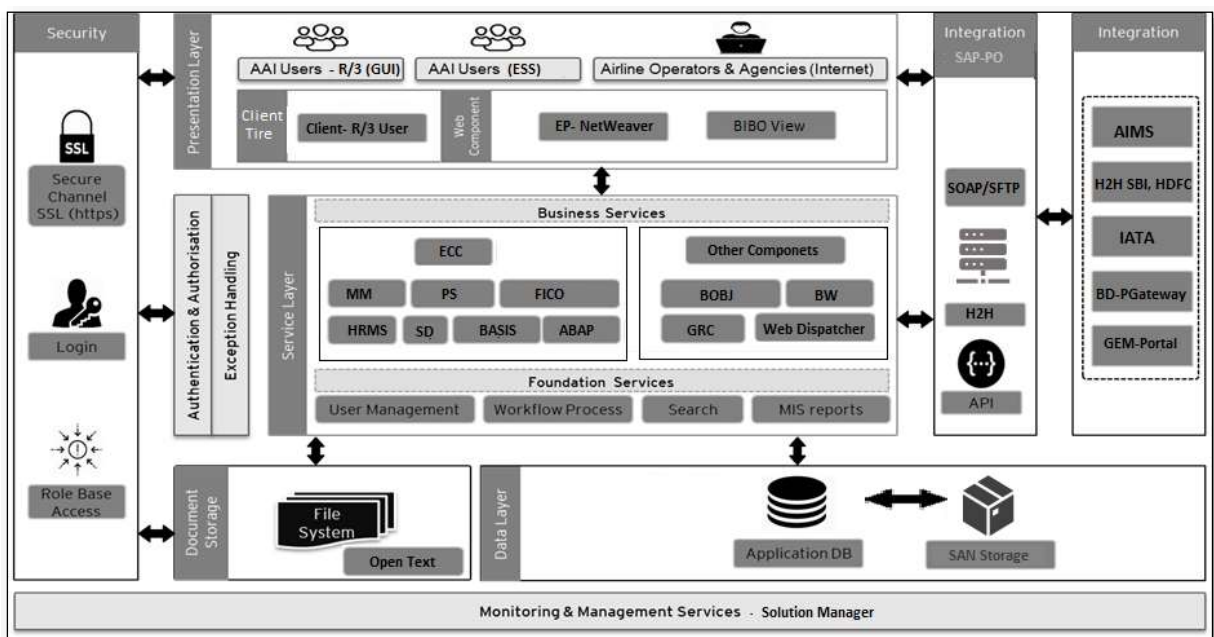
### 1.4. Technical Architecture of SAP

The below given technical architecture diagram depicts the overview of SAP-ERP system implemented in AAI.



### 1.5. Solution Architecture of SAP

The below diagram depicts the system architecture or Landscape of ERP SAP system implemented in AAI, it includes various Modules and Component based upon the business requirement. The following architecture depicts the application structure required to be maintained by the implementation partner.



The core architecture components are:

► **Presentation Layer:**

This is the delivery channel through which services are consumed by the users. This provides a cross platform, customized integrated view of modular eco-system based upon roles & access. This layer facilitates users and professionals to access SAP system through Client-Server based access or Web based access. The presentation layer represents the user interface & user experience (UI & UX) of application. This layer focus on all category of users who are complacent with the platform. Apart from that, this layer also manages various types of validation checks for boosting the security aspect of the application.

Various features of Presentation layer:

- **SAP Logon:** A locally installed program, use to log on to different AAI SAP ERP environment by all professional users (i.e. Consultant, Developer & End user)
- **Dashboard:** BO or Business Objects used in presentation layer for Various Reports & Dashboards visualization.
- Application is designed to publish user specific dashboard and reports.
- **Employee Self Services (ESS):** Web based application facilitate to AAI users and Management for self-services related to various HR Forms i.e. Pay slip View and download, Leave Request & Approval, Medical claim & Approval, Online Income Tax Savings Forms, Appraisals & Personal Data view and Updates etc.
- **Access to Biller Direct Portal:** An interface for Customers & Agencies to access and made the payment against the invoices.

► **The Core Business & Service**

This layer includes business logic, service development & creation and integration layer. This layer promotes and supports application & service development for SAP system. Business layer consists of the modules and components which are core to the platform to implement required business logic and core service implementation.

This layer is majorly consisting ECC and is responsible for communication between Presentation and data access Layers. Business layer sends request to Data layer for data and sends data to the presentation layer to display to the end user. In this layer, business rules and validation are written. This layer is also responsible for session management.

► **Data layer**

Data Layer has functionality to enable seamless exchange of data between various layers of SAP application. The data layer comprises of the database and document/file management along with data access mechanism. Data access layer communicates with the database as well as the presentation layer. Presentation layer sends a request to data access layer and data access layer sends a request to the database to get data and returns the data to presentation layer in the form of the object, list, array etc. This layer is also responsible for database connection.

► **Integration Layer**

The Integration layer helps facilitate communication between SAP application and other departmental/external applications/vendors to share business logics and relevant data. SAP process orchestration (PO) tools are being used as an interface b/w SAP system and external

system. Development of new Process Integration (PI/PO) would be required to be taken up for AAI & NASFT Company Code. Currently following systems are integrated with SAP:

**Airport Information Management System (AIMS):** AIMS is Java base application being used in AAI for Invoicing and Information Mgmt. of various dte. i.e. Finance, ATC, Commercial. Post invoicing all accounting and reconciliation are being done in SAP-ERP. Hence, Interface has built between SAP & AIMS Billing Application for seamless posting of invoicing data into SAP for billing purpose.

**Host to Host with Banks:** Currently three banks i.e. SBI, HDFC and Yes Bank are H2H integrated with SAP System related to Vendor payments.

**Biller-Direct Payment Gateway:** Interface has been built up between SAP Biller Direct Application & payment gateway of HDFC Bank & SBI Banks for online Customer Payments.

**International Air Transport Association (IATA):** Interface with IATA for seamless data transfer related to remittances or realization.

**GeM Portal:** Interface created for updating the payments made by AAI to various vendors pertaining to GeM related procurements.

#### ► Security layer

The security layer is a vital pillar of the application layer which represents the cross-cutting concerns throughout the application. This layer is a critical part covering authentication and role-based access controls. This layer comprises of following components.

- **Secure channel SSL (https):** Web based application access with SSL connection for secure data transmission.
- **Access based Login:** User would authenticate themselves with login mechanism to gain access to the system
- **Role based Access:** Users are able to access certain resources or endpoints. Access mechanism for individual module is explicitly defined.
- **VPN Access:** SAP Logon access through VPN with 2 Factor authentications

#### 1.6. Tools and Technology

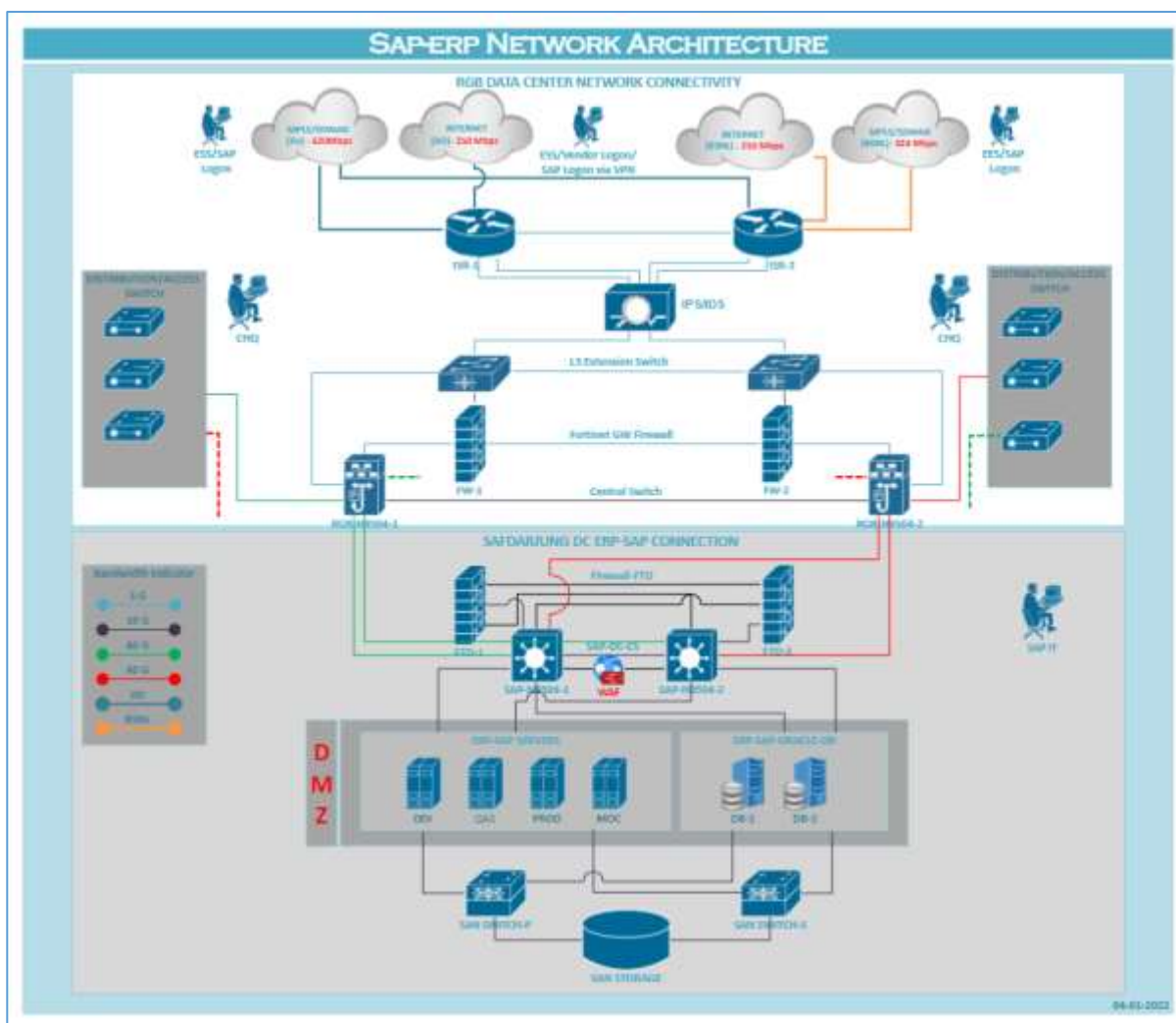
Tool/Framework		Licensed/ Free	Purpose
<b>ERP Solution</b>			
<b>Software Tool</b>	<b>Version</b>	<b>Licensed/Free</b>	<b>Details</b>
ECC	ECC 6.0 EHp 6	Licensed	Deployment server
Enterprise Portal - Web-tier Http Server	EP NW 7.31	Licensed	Web Server
Oracle DB	Oracle 12c	Licensed	Database

Business Warehouse (BW)	BW 7.30	Licensed	
GRC	GRC 10	Licensed	Governance, Risk, and Compliance Security Tool
Process Integration (PI)/PO	PI 7.4	Licensed	
Solution Manager	SolMan 7.2	Licensed	
BOBJ	BoBJ 4.2	Licensed	
Web Dispatcher		Licensed	
SAP Client Software	SAP Logon 7.6	Licensed	End user
Open Text (File System)		Licensed	Document management system
Java	Jre 1.8	Free	Application Compiler
ABAP		Licensed	Coding
Productivity Pack	PP 3.1	Licensed	Business processes documentation
TREX		Licensed	Search Engine by SAP

### 1.7. Network Architecture

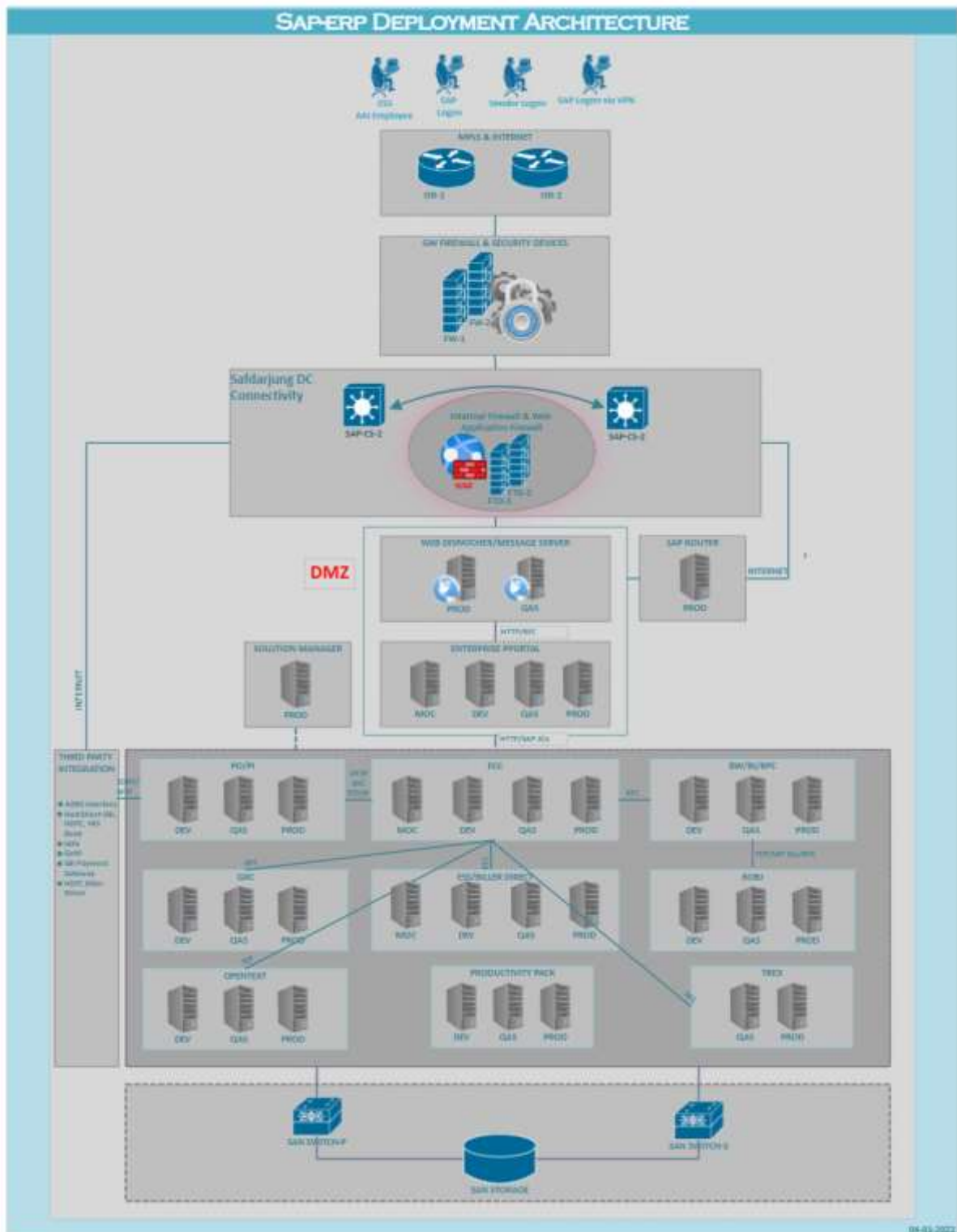
SAP network architecture is distributed across two sites of the Data centre i.e. Safdarjung Airport, Delhi and Rajiv Gandhi Bhavan, Delhi. All the traffic from VPN (MPLS) and Internet is protected through IPS/IDS System and FORTINET Firewall. From security systems network is connected to the core switch. Network from Core switch of RGB site (Cisco Nexus 9504) is connected to Core switch of Safdarjung site (Cisco Nexus 9504) through 40G bandwidth, all switches are connected in redundant mode. This Core switch is connected to all SAP server under demilitarized zone (DMZ). Servers are connected to the storage through two redundant SAN switches. (Similar N/w architecture implemented at DR Site at Hyderabad excluding MPLS/Internet Bandwidth)

Hiring of support partner for comprehensive work of 'SAP ERP post production support' for Three (3) Years



### **1.8. Deployment Architecture**

SAP application is deployed in a three-tier architecture with Web, Application and Database tier. SAP R/3 Architecture consists Dev-Quality-Production. Following is the deployment architecture of the SAP at AAI:



Servers Details are given below

Sl. No.	Solution of SAP ERP	VMs for Dev/QAS/PRD	Type of Servers	# Cores
1	ECC 6 EHP 6	PRD	Central Instance & Application Server (CI/APP)	9
		PRD	Application Server (APP2)	8
		PRD	Database Server & Application Server (DB/APP)	9
		PRD	Application Server (APP1)	8
		DEV	Development Server	10
		QAS	Quality Server	10
		QAS	Quality App Server 1	8
		MCK	ECC Mock Server	16
		PRD	Application Server (APP3)	8
		PRD	Application Server (APP4)	8
2	Portal (ESS)	PRD	Portal Central Instance & Application (CI/APP)	6
		PRD	Database Server & Application Server (DB/APP)	6
		PRD	Application Server (APP1)	6
		PRD	Application Server (APP2)	6
		PRD	Application Server (APP3)	6
		DEV	Development Server	5
		QAS	Quality Server	8
		QAS	Quality App Server 1	6
		MCK	ESS Mock Server	8
3	Biller Direct	PRD	Application Server (APP2)	2
		PRD	Database & Application Server (DB/APP)	3
		PRD	Biller Direct Central Instance & Application(CI/App)	3
		PRD	Application Server (APP1)	2
		DEV	Biller Direct Development server	3
		QAS	Biller Direct Quality Server	3
		MCK	Biller Direct Mock Server	4
4	BW / BI / BPC	PRD	Central Instance & Application Server (CI/APP)	4

		PRD	Application Server (APP1)	6
		PRD	Database & Application Server (DB/APP)	4
		PRD	Application Server (APP2)	6
		DEV	BW/BI/BPC Development server	5
		QAS	BW/BI/BPC Quality Server	3
		QAS	BW/BI/BPC Quality App Server	4
<b>5</b>	GRC 12.0	PRD	Central Instance & Application Server (CI/APP)	2
		PRD	Application Server (APP2)	2
		PRD	Database & Application Server (DB/APP)	2
		PRD	Application Server (APP1)	2
		DEV	GRC Development server	4
		QAS	GRC Quality Server	3
		QAS	GRC Quality App Server 1	3
<b>6</b>	PO	PRD	Central Instance (CI)	4
		PRD	Database Server (DB)	4
		PRD	Application Server (APP1)	1
		PRD	Application Server (APP2)	1
		DEV	PO Development server	4
		QAS	PO Quality Server	4
<b>7</b>	Solman 7.2SP5	PRD	Solution Manager	12
<b>8</b>	Web Dispatcher	PRD	Web Dispatcher Production server 1	4
		PRD	Web Dispatcher Production server 2	4
		QAS	Web Dispatcher Quality Server	4
<b>9</b>	BOBJ 4.32 SP5	PRD	BOBJ Production Server	16
		QAS	BOBJ Quality Server	8
		DEV	BOBJ Development Server	6
<b>10</b>	OpenText (OT 16.2)	PRD	OpenText Production Server	12
		QAS	OpenText Quality Server	8
		DEV	OpenText Development Server	6
<b>11</b>	Productivity Pack 5.4	PRD	Productivity Pack Development Server	2

		QAS	Productivity Pack Quality Server	2
		DEV	Productivity Pack Production Server	2
12	SAP Router	PRD	SAP Router Server	4
13	TREX Server	DEV	TREX Development Server	2
		PRD	TREX Production Server	2

## 2. Scope of Work

The objective of hiring SAP Support Partners is to provide Post Production Support Services for 'SAP-ERP Application' (hereafter may be referred as Application) for three (3) years with following:

- The support partner shall provide Offshore and Onsite support management which includes day to day SAP BASIS Administration, Customization, Enhancement, Configuration, Change Request, Data Management, Backup, Process Improvement, Technical & Functional Support for SAP-ERP System as mentioned in **previous section (i.e. Introduction - Overview of SAP in AAI)** including Integration/Interfacing Management and Training etc.
- Customizations requirement as and when required.
- Improvement in the Performance and Efficiency of the deployed system, so as to mitigate that number of occurrences of similar issue.

Currently three company code (i.e. AAI, NASFT & AAICLAS) are implemented in AAI Landscape, all modules given in the below table will cover under scope for AAI and NASFT company code. However, HCM, MM and BPC shall not be the scope of NASFT.

AAICLAS will not cover under the scope of this tender.

**Details of Modules/Sub-Modules/Component as given below shall be covered under support:**

Modules/Sub-Modules Details		
	Financial & Accounting Module (FICO)	Process Orchestration/Process integration (PI/PO)
	Human Resources Management (HRMS) including Payroll and Employee Self Service (ESS/ MSS)	Business Warehousing (BW)
	Project System (PS)	Business Intelligence/Business Objects (BI/BO)
	Material Management (MM)	Governance, risk management, and compliance (GRC)
	Sales and Distribution (SD)	Solution manager (SOLMAN)
	Enterprise portal (EP)	Open Text (OT)
	Web Dispatcher (WD)	Miscellaneous: Productivity Pak, SAP ROUTER, and TRex

**Scope of work is divided into following categories; the scope of work defined under these categories will be come under the scope of successful bidder:**

- 'Transition' and 'Post Production Support of SAP ERP' during Handover
- Post Production Support of SAP ERP for 3 Years (excluding 1 Month transition period)
- New implementation during Post Production Support services and Change Request
- **Liability of Vendor:** Vendor's liability for payment of ATS Support of SAP ERP Licenses for 3 Years

## **2.1 'Transition' and 'Post Production Support of SAP ERP' during Handover**

1. Soon after the issuance of the Work order/PO, the new vendor (new support partner) shall prepare a detailed project plan as per the requirements and submit to AAI as per the given timelines for approval.
2. After award of contract new vendor shall mobilise its resources and initiate knowledge transfer with the incumbent vendor (existing support partner) as per the given timelines in timeline section.
3. The new vendor shall successfully complete transition from the incumbent vendor during the 1 Month after issuance of work order i.e. (T+1). The new vendor's transition team shall work under the supervision of the incumbent vendor during this period. The transition shall include a detailed understanding of As-Is processes and procedures, various handover activities and knowledge transfer. However, the support partner may start the operation before 1 months in case vendor believes it has the competency and knowledge to maintain the SAP application.
4. After (T+ 15 Days) the new vendor shall operate SAP-ERP with shadow support from the existing support partner.
5. After (T+15 Days) the existing vendor shall exit and at this time the new vendor shall takeover all the infrastructure of SAP-ERP which includes taking over all the hardware, software, networking, infrastructure deployed at DC and DR sites.
6. The new vendor shall prepare a detailed checklist of items to be taken handover of and get the same approved from AAI.
7. The new vendor shall be responsible for all the activities involved in a proper handover and will be responsible to understand the system and taking the transition at their own cost and risk.
8. New vendor shall configure Solman for SLA/Incident Management as per AAI requirement during the transition phase, However Solman Server is installed in AAI Landscape.
9. The new vendor shall manage and operate all functionalities of SAP-ERP post transition (T+1).

## **2.2 'Post Production Support of SAP ERP for 3 Years'**

**2.2.1** The selected partner will provide Technical and Functional support services for SAP ERP but not limited to the following high-level areas.

1. New Support partner shall responsible for Post Production Support Services for SAP including customization requirement, if any for a period of three (3) years (Excluding 1 month of transition period). The support partner shall operate and maintain the SAP-ERP project under the supervision of AAI.
2. The Support partner shall maintain SLA as per Annexure -I during support period of 3 Years.
3. Contract may be extended for another one (1) year on same terms and conditions subjected to satisfactory performance of services by the selected support partner.
4. The Application and Databases would be hosted in DC at CHQ-New Delhi and DR at Hyderabad. The proposed support scope shall cover the office at CHQ- New Delhi & DR at Hyderabad. However, onsite support staff will have to work at CHQ- New Delhi but in case of exigencies, technical support (BASIS) person will have to visit to DR-Hyderabad at agency cost.
5. The support partner shall be responsible for regular monitoring/troubleshooting of the application at DR site and ensure for any changes (including Version Mgmt./SAP Notes/Service Pack/Patches/Configuration etc.) in application performed at DC site are updated simultaneously at DR site.
6. In case of DC site application goes down and DR Site needs to be up and live, support partner will be responsible for making application serviceable for users once all the setup is ready at DR site.
7. The support partner will manage the SAP ERP hardware landscape, ensuring high availability of application, quick response to any failure, system dump or downtime and resolve the issue towards breakdown, performance issues and upgrades etc. in liasoning with M/s SAP India, Data Centre or other vendors.
8. The application and the database will be owned by AAI and AAI shall retain the strategic control over the design, development and operations of the project through the full term of the project.
9. This scope of work includes support activities of the modules implemented in AAI, details are given in above mentioned table of this section.
10. As SAP-ERP support function is variable in nature depending upon various issues reported by users on PAN India basis and the new requirements/mandate given by AAI Management from time to time together with meeting out other Statutory/Legal compliance which needs to be executed by the support partner for smooth functioning of SAP-ERP.
11. Service provider will monitor all backups, perform backup validation once in 3 months and in the event of system crash, restore the last available backup and the system will made available in a running condition as per agreed operating parameters.

12. The project will be managed by AAI or its representatives or through a dedicated unit (CTM/CTLs) established by it, for the purpose.
13. During the operational life of the project AAI's role shall be to monitor the performance of the support partner and enforce the terms of the contract.
14. The support partner will implement security policy and have to address gaps/ issues, if any, reported by the Audit firm hired by AAI. The time line to address the same will be decided mutually.
15. The support partner shall address all the errors/bugs/gaps in any functionality in the system implemented by the old support partner vis-à-vis the submitted and approved Functional Requirement Specifications (FRS) and Business Blue Print (BBP) at no additional cost during the support phase.
16. The Support partner shall assist and solve day to day difficulties and queries faced by CTMs and professional users across AAI in using the SAP-ERP and other related SAP software applications. Vendor shall educate to CTMs for process configuration and customization done so far and also suggest suitable T-Codes / Roles and Authorizations for using the SAP system.
17. The support partner shall upgrade any new Version/SAP Notes/Service Pack/Patches released by SAP, and responsible for fixing of bugs and defects reported and system enhancements/configuration, development as required by users in day to day working. If required SAP/OSS support may be taken by support partner.
  - a) System enhancements/configuration, development requiring shall be carried out by onsite deployed resources. However, in case of pre-occupancy of onsite resources offshore/additional resources shall be deployed for system enhancements/changes.
  - b) Final assessment/certification with respect to decision as to whether a system enhancement/change shall be considered a major/minor system enhancement/change shall rest with a Project Manager/Committee for whether offshore/additional resources required or not.
  - c) Additionally, any new enhancements and developments which is not completed by onsite deployed resources and the same will be taken through change management process/change control schedule as per **Annexure-II**.
18. The support partner shall be responsible for requirement gathering of functionalities and translation of the functionalities into the technical requirement for modification, upgradation, change requests, enhancements etc.
19. Any changes/upgrades to the application performed during the support phase shall be subject to the comprehensive and integrated testing by the support partner to ensure that the changes implemented in the system meet the specified requirements and doesn't impact any other function of the system. Release management for application software will also require AAI's approval.

20. The Support Partner's appointed BASIS consultant should be wholly responsible for the SAP administration, authorizations, application and database security, patches and SAP note updation, security logs and audits, high availability of system, backups and restores, solution manager & liaisoning with the Data Centre (DC & DR). The Support Partner's appointed ABAP consultant shall responsible for maintaining / modifying the existing reports and forms as well as developing new reports as per the requirement of AAI from time to time.
21. The consultants of support partner will use SAP Solution manager tool implemented/configured in AAI for Incident management and recording/tracking of issues raised during support period.
22. The support partner shall provide System Administration which cover the management of the Users, Support for OS(Linux) and Database (Oracle) in relation with SAP-ERP. They will also perform all the System Monitoring and health check activities for smooth running of the servers.
23. Issue log for the errors and bugs identified in the solution and any change done in the solution shall be maintained by the support partner.
24. All planned or emergency changes to any component of the system shall be through the change management process submitted by the support partner as a part of project deliverables given in this section. The vendor needs to follow all such processes based on industry best practices.
25. The Support partner shall also ensure updation and documentation of the software system ensuring that:
  - a. Complete documentation – – FRS/SRS/BBP, Manuals, Technical documentations (Network, Deployment, Solution, Application, database schema, ER, HLD, LLD etc.), incident document and diagnosis, Test documents like test plan, functional testing, integration testing, system testing, contingency plan etc.
  - b. User manuals and training manuals are updated to reflect on-going changes/enhancements.
  - c. Standard practices are adopted and followed in respect of version control and management.
26. The support partner shall be responsible for Periodic Data Backup, System Refresh and Periodic Archival Clearance of data as per define schedule in coordination of datacentre.
27. Database needs to be recovered and operationalise by the support partner within 2 or 4 hours if in case of crash. Otherwise, penalty shall be levied for not restoring the database.
28. The support partner shall provide support for any kind of 3<sup>rd</sup> Party Implementation Vendor of AAI to create development environment / transport to production system with the consent of AAI.
29. The support partner shall provide support for designing, development and delivery of an SAP mobile application, if needed.
30. AAI may choose different vendor for any incorporation of any new functionality. Support partner has to provide all kind of support to the existing vendor/AAI in such situation.

31. Confidentiality of the process and system shall have to be maintained.
32. During the contract period vendor shall be responsible to take the SAP OEM support if required, at their own cost and risk.

### 2.2.2 Integration/ Interfacing Management:

- a. There should be direct integration / interfacing of seamless information flow in SAP ERP for other internal or external application. Integration methodology shall be decided during work execution.
- b. The support partner shall provide the support for integration of ERP-SAP with other enterprise grade platform including internal and external system by using SAP PI/standard integration approach. During the integration data porting from other application will be required in some cases and data will have to be provided to other applications in some cases.

### 2.2.3 Training provision:

The support partner shall provide training to the users of AAI in case of addition/upgradation of any new functionalities in the system. Also provide training and capacity building support to AAI users for the SAP-ERP as an when required.

### 2.2.4 Onsite/Offshore Support and Technical/Functional Manpower Requirements:

1. The Support Partner shall provide indicative manpower as mentioned in below given table for the Post Production Support of SAP-ERP for three (3) years. Although, the overall scope of work is as mentioned above and individuals' responsibilities shall be as per the Job description.
2. With regard to day-to-day support of entire landscape and other modules, which will not be done with onsite resources, it would be the done through offshore/onsite resources and will be cover under job contract of "Annual maintenance for SAP ERP post production support for complete landscape as per Scope of work".
3. Further, any new requirement which will not be covered under day to day activity/job contract will be done onsite/offshore through change request as per Annexure-II.

**Table A:** Technical/Functional Manpower requirement

Sr. No.	Description	Minimum Qualification Criteria	No. of units (per year)	Man-Months required per year
1	Project Manager (Onsite)	<ul style="list-style-type: none"> <li>Full Time MBA/CA and MCA/BE/BTech./B.Com from a reputed institute</li> </ul>	1	12

Sr. No.	Description	Minimum Qualification Criteria	No. of units (per year)	Man-Months required per year
		<ul style="list-style-type: none"> <li>SAP Certification in any of the module i.e. (FICO, HCM, PO/PI, PS, MM), preferably in FICO.</li> <li>Should be on the payroll of the bidder company</li> <li>Have proven SAP Techno-Functional knowledge in multiple modules to guide Onsite/ offshore team effectively.</li> <li>SAP Implementation experience (end to end) in at least 5 projects. At least 7 years' experience in SAP environment. (Preferably PSUs Experience)</li> </ul>		
2	Technical Resources for (BASIS -1)  (Onsite)	<ul style="list-style-type: none"> <li>MCA/BE/BTech (Electronics / Computer Science / IT)) or equivalent from reputed institute</li> <li>BASIS Consultant should have experience of at-least 5 Years as a Basis Consultant including 3 End to End ERP-SAP implementations/ Up-gradation experience and Should have experience of working on Unix/Linux operating systems</li> <li>SAP Certified in respective modules</li> </ul>	1	12
3	Technical Resources for (ABAP -3)  (Onsite)	<ul style="list-style-type: none"> <li>MCA/BE/BTech (Electronics / Computer Science / IT)) or equivalent from reputed institute</li> <li>ABAP Consultant should have experience of at-least 5 Years as an ABAP Consultant including 3 End to End ERP-SAP implementations/ Up- gradation experience (Preferably knowledge of SAP Java stack)</li> </ul>	3	36

Sr. No.	Description	Minimum Qualification Criteria	No. of units (per year)	Man-Months required per year
		<ul style="list-style-type: none"> <li>SAP Certified in respective modules</li> </ul>		
4	Functional Consultant HCM-2, PMS- 1 (Onsite)	<ul style="list-style-type: none"> <li>Graduate and MBA-HR/PG-HR or equivalent from reputed institute</li> <li>The HCM Functional Consultant should have minimum 5 years' experience in SAP HCM mainly Payroll including 3 End to End SAP HCM Payroll implementations/ Up-gradation experience</li> <li>SAP Certified in respective modules</li> </ul>	3	36
5	Functional Consultant for FICO-2(Onsite)	<ul style="list-style-type: none"> <li>CA/ICWA/CIMA/CFA/Full Time MBA-Finance or equivalent from reputed institute</li> <li>The FICO Functional Consultant should have minimum 5 years' experience in SAP FI&amp;CO Module including at least 3 SAP implementations/ Up-gradation experience</li> <li>SAP Certified in respective modules</li> </ul>	2	24
6	Technical assistant/Helpdesk for SAP Project (Onsite)	<ul style="list-style-type: none"> <li>Full Time MCA/BE/B. Tech/MSc (Electronics/ Computer Science/IT) equivalent with minimum one (1) years' experience of relevant field Or BCA, B.Sc. (Electronics/Computer Science/IT) or equivalent from reputed institute with minimum three (3) year experience of relevant field.</li> <li>Preferably knowledge of incident management through SAP ticketing tool.</li> </ul>	1	12

Sr. No.	Description	Minimum Qualification Criteria	No. of units (per year)	Man-Months required per year
7	Offshore/Onsite support for 3 Years for scope of work as mentioned in this section including rest of the module <b>Indicative modules are:</b>  BW, BI /BOBJ, BPC, MM, PS, SD, Portal (EP), PO, Treasury Mgmt., Plant Maintenance, OpenText, Java Stack, Solman, & GRC etc.	<ul style="list-style-type: none"> <li>The annual maintenance for SAP ERP post production support for complete landscape as per Scope of work including remaining modules would be done through Offshore/Onsite resources and will be cover under job contract of "Annual maintenance for SAP ERP post production support for complete landscape as per Scope of work".</li> <li>Further, any new requirement which will not be covered under day to day activity will be done onsite/offshore through 'change request'</li> <li>As per minor change request criteria up to 10 days support related any of these modules shall be provided by the vendor.</li> <li>It is desirable that the consultants engaged for Offshore/Onsite support should be certified in their respective areas with adequate work experience in SAP implementation.</li> </ul>	Lot	-

4. **BASIS MODULE:** The scope for basis module shall cover system administration activities covering SAP ERP landscape deployed at AAI and its associated offices. The scope of work for system administration shall cover the following but shall not be limited to the list mentioned below: -

- SAP BASIS Administration and Technical support for SAP environment (production, Development, quality), Transport Request (TR) Management, User (creation, deactivation, password reset etc), Role & License Administration, dialog and Background process management (Batch). System administration tasks in SAP Net-weaver on Linux/Oracle(12c/19c).
- System monitoring/landscape monitoring including OS, DB and its health and performance issue, troubleshooting to ensure stability, recoverability of the existing landscape SAP ERP, Restoration of system from backup if needed, creating new system from scratch from backup and related component. Regular audit of SAP license usage.

- Installation of Database package, software package (like ECC 6.0 EHP6, PO 7.5, BI 7.5, portal, webdispatcher etc or higher versions). STMS configuration, Roles and Authorizations management, GRC Access control, Client Management, Starting and Stopping SAP, Performance monitoring, tuning and Backups and Restores. Web dispatcher installation, configuration and management.
- Handle applications on Java stack including Enterprise portal etc. including performing start/stop related activities.
- OS Space and Disk management, OS level Backup & Recovery Operations, Security, Patch Monitoring and Management
- Implementing SAP OSS Notes, Applying SAP Add-Ons and Support Packages.
- Patch upgrade/product version upgrade/kernel upgrade, support pack upgrade, security patches etc.
- Database Administration, Management and support which includes Patch and Version Management, Performance and Health Monitoring, tuning/indexing, Free space, Backup, Backup monitoring & Restore Operations, running SQL queries to monitor and enhance database tablespace etc, taking system trace and logs, audit logs, configuration of logs, table logging etc.
- SSL implementation
- Maintaining Application uptime
- Incident support for all basis related activities in AAI landscape
- System refresh (with production data)/client creation and copies/export, import, instance management etc
- Liaison and support with functional consultant for incidents analysis and other related activities, including portal issues, BO/BW, open text support involving basis.
- Liaison and support with DC and DR team for landscape related activities, ISMS related changes, day to day application environment related changes, support in OS upgrade, cluster failover related issues (high availability support) etc.
- Handling integrations with third party applications. Integration support in coordination with PI/PO consultant, PO monitoring, interface monitoring.
- OSS raising and managing and OEM support- Liaisoning with SAP towards OEM services for system performance, upgrades, patches etc. handling SAP Service portal related support and configuration.
- Handling ITSM (service desk support) related configuration and support on solman.

- Implementing recommendation as per SAP security guide and other security related guidelines, measures issued by Govt or standard bodies.
- Product/service/architecture design/redesign/process improvement related recommendation
- Setting up of Configuration parameters
- Attending to the request for functionality which may not be part of scope but within implemented SAP modules
- User manual and documentation as and when required
- All above activities included for DR support as well.
- Management, analysis and resolution of issues/alerts in Solman and its tools and technology. Solman related configuration, support and monitoring of landscape using Solman.
- Review the Design and develop SAP architecture requirements and specifications to ensure the system is meeting industry standards from time to time.

**In addition to the above the following shall be the responsibility of the support partner**

- Deployed resources for BASIS should have experience/knowledge in SAP NetWeaver PO (Process Orchestration) to handle integrations with third party applications.
- Deployed resources for BASIS should have experience/knowledge in SAP GRC Access control with sound knowledge of SAP Roles and Authorizations.
- Deployed resources for BASIS should have experience/knowledge in SAP BI/BO.

**5. Project Manager job responsibilities included but are not limited to the following:**

- For coordination with onsite team and AAI IT and CTMs, understanding and facilitation of AAI requirements.
- Project managers have to play the lead role in planning, executing, monitoring, controlling, and closing out projects/works.
- Have proven SAP Techno-Functional knowledge in multiple modules to guide team effectively.
- Responsibility of documentation and actively performing his role during knowledge transfer to client team members/new vendor selected by AAI through open tender
- Managing the solution manager incident Mgt tool is prime responsibility of the onsite Project manager.
- Manage all aspects of Project life cycle to facilitate successful delivery to executive team.
- Oversee SAP project to provide metrics for reporting to executive team on business case ROI.

- Provide Cost Benefit Analysis (CBA) on selected business processes to assemble input into business case.
- Develop and oversee detailed project plans.
- Identify, analyze and recommend business systems solutions to management having broad business impact.
- Establish detailed project plans and metrics, work plans, schedules, resource plans and status reports.
- Identify project risks and develop risk mitigation plans.
- Provide project leadership, work direction and feedback.
- Motivate work of others outside of direct authority to ensure project milestones and deliverables are met.
- Present formal presentations and executive summaries to senior management to provide recommendations and status updates.

6. **ABAP:** ABAP consultant job responsibilities included but are not limited to the following:

- The consultant should work and do the technical changes in ABAP.
- Bug Fixing (Program errors, Incorrect data display), Debug programmes
- Development & Modifications to any custom objects to accommodate addition of new fields, selection criterion, data display, forms etc.
- Maintenance of Customized Transactions, custom table and indexes
- Performance tuning
- SAP Note applications
- Application Integration issues
- Working closely with functional team
- Converting the business requirements into technical specifications.
- Program Optimisation and enhancements
- Performing Impact and feasibility analysis on proposed changes
- Packaging changes into transport
- Prepare transport documentation to move changes through the landscape (Dev, QA and Prod)
- Good working experience in developing webdynpro, workflows & FPM applications like PMS, HCM, PMS processes and forms etc.
- Very good ability to debug SAP standard transactions and identify the root cause.
- Good knowledge of transport management, technical object etc.
- Good working experience in SAP enhancements User exits, Implicit & explicit enhancements, enhancement spots, Customer functions, Business Add-in (BADIs),

BAPIs, OOPs/Class exits etc. to customize SAP standard transaction as per customer needs.

- Consultant should have Experience in developing FIORI/SAPUI 5 applications.

7. **SAP FICO:** FICO Functional consultant job responsibilities included but are not limited to the following:

- The consultant should work and resolve any issues related to FI&CO Module which includes new General Ledger, Controlling, Accounts Payable, Accounts Receivable, Cost and Profit Center Accounting, Fixed Assets, Internal Orders, Banks (including integration), Treasury and Fund Management, BI Reporting, Consolidations, Product costing, Taxes, Fixed Assets, Digital Accounting, Currencies and Exchange Rates, Profitability Analysis, Settlements, Financial closing ,Profit Centers and Travel Management etc.
- Master Data components including Material Master, Vendor Master, Customer Master, Bank Master, BOMs and Routings
- The consultant should have adequate knowledge of other related modules like HCM, PS, MM, SD, BW, BPC, BI Interfaces etc.
- Actively performing knowledge transfer to client team members.

8. **SAP HCM:** The Support Partner has following responsibilities but not limited to:

- The consultant should work and resolve any issue of PA/OM/PD (Personnel planning and development)/ Time Management/ Payroll/ Time/ ESS-MSS/ Interfaces.
- Configuration of Enterprise & Personnel structure according to the client's requirements
- Configuration of Personnel Administration with respect to the requirement and client specifications
- Configuration of Organizational Management with respect to the Requirement
- Configuration of Benefits Administration
- Configuration of Time Management
- Configuration of Payroll
- Configuration of PMS
- Configuration of Training and Event Management
- Understanding of the complex ABAP reports and work closely with the technical team in the design and development of Z-reports.
- Development of functional requirements for any reports requiring ABAP/4 development.
- HR Master Data maintenance and ensure flawless data in the system.
- Interface Development and maintenance

- Communicate development plans and critical defect resolution to customers.
- Logging the defects, analyzing and resolving them.
- Coordinating and giving guidance in problem resolution, liaising with customer and coordinating business change.
- Documentation of Transaction Aids, Functional Specifications, Configuration documents, User Manuals and operation manuals.
- Actively performing knowledge transfer to client team members

9. **Technical Assistant/Helpdesk:** Technical Assistant job responsibilities included but are not limited to the following:

- Technical assistant will perform a broad range of both administrative and technical support for AAI ERP-SAP project.
- Deployed resource should have excellent communication skill for communication with AAI and other stakeholders and ability to work in a high-pressure environment.
- Assign priorities to problems, incidents queries, services requests, request of change based on the guidelines provided by AAI, either manual or through IT service management tool i.e. Solution Manager.
- Deployed resource may act as a liaison relaying information and documents between various dte. and Core Team Members. He may also handle routine correspondence and respond to general queries related to SAP ERP.
- Deployed resource will conduct data entry, assistant in invoices processing and manage calendars and appointment scheduling related to project.
- Deployed resource will prepare, process, and archiving of various types of documentation and paperwork, including applications, inspection and issue logs, delivery records, timesheets.
- SLA management through Solution Manager.

10. List of other task/work to be assigned shall be carried out by the personnel deployed, In addition to the above-mentioned Job responsibility.
11. Onsite Resources shall be deployed at Corporate Headquarter (Delhi) of AAI as per the requirement.
12. The Support Partner shall abide by the personnel requirements given in RFP in details. The resources proposed must not be changed unless replaced with resources of equivalent or higher qualification and experience.
13. The Support Partner shall ensure that all the resources deployed at AAI undergo suitable trainings in relation to security aspects of the project and maintain the confidentiality of data.

14. The Support Partner should provide contact numbers, email addresses, escalation matrix of a dedicated support team. AAI shall be kept informed well in advance in case any changes are being made in the contact details.
15. The Support Partner would be required to maintain personnel files & escalation matrix with the following details of the personnel deployed within AAI. AAI shall be kept informed well in advance in case any changes are being made in the contact details –
  - a. Escalation matrix of a dedicated support team.
  - b. Name and contact details (address, phone number, email ID)
  - c. Name and contact details of professional reference (at least 1)
  - d. ID proof photocopy (any one of Aadhaar, Passport, PAN card or any Central/ State Government issued ID card)
  - e. CV which was submitted as a part of the technical bid, as per compliance listed in Annexure of the RFP
  - f. Training provided for carrying out tasks specific to the project
  - g. Details of background check conducted (report should be annexed to the joining report)
  - h. AAI would be provided a copy of all these documents (before joining) and may conduct an audit for compliance to minimum qualification requirements.
16. In case the Support Partner wants to replace any resource, due approvals have to be taken from AAI and the CV of the new resource shall be submitted before he/she is on boarded. Keep reserve 10 to 15 days for KT from existing resources to new resources.
17. The Support Partner shall be fully responsible for any loss or mishandling of documents by any of its personnel. The Support Partner will maintain/grant adequate leave reserve for personnel deployed.
18. The onsite personnel deployed by the Support Partner should be its employees and they will have absolutely no claim to any category of appointment in any Government organisation. The terms of employment for the personnel deployed by the vendor shall be strictly as agreed between them and the vendor. Also, the vendor shall be completely responsible for payment of salary, perks, incentives, monetary and non-monetary compensation and all statutory contributions like insurance, Employee State Insurance (ESI), Public Provident Fund (PPF), meeting requirements of Central minimum wages Act, etc. to the personnel deployed by them.
19. The personnel attending to duty shall come in a proper uniform/formal and display a proper identification badge as prescribed by AAI.
20. The consultants of the support partner will bring their own devices (Laptops) along with required licensed software. AAI will not provide Software and Laptops/Desktop to the said consultants.
21. Any touting activity taken up by any of the vendor personnel will be taken very strongly against vendor and necessary action will be taken by AAI against the personnel and/or vendor.
22. If any resource is not found satisfactory, the Bidder should replace the consultant with immediate effect.

23. Deployed consultants' performance will be monitored for first one month by the respective CTMs and on the basis of their delivery, the continuation and replacement may be sought from the support partner.

24. Any data/information related to SAP should not be leaked by any vendor/staff if it is found at any stage, AAI shall take legal action against the vendor.

### 2.3 New implementation during Post Production Support services-

The works given in the table has been identified for customization of SAP ERP application w.r.t. the various departments which shall be executed as change request. However, details requirements shall be gathered with user dte. by new vendor before implementation under change request.

S.No.	New Implementation	Description
1.	Dashboard for AAI Various departments	KPI to be frozen and dashboard to be developed in SAP BW & BOBJ
2.	Housing Allocation	Allotment of official accommodation to AAI employees through IT enabled system across all over India as per chairman directive.
3.	Biometric Attendance of all AAI employees	(i) Integration of BAS (NIC Biometric Attendance System) with SAP so that leave/salary deduction can be carried out in case of unauthorized absence. (ii) Over-riding facility with HoD in case of tour / leave / other approved duties.
4.	Vendor Invoice Management System	Opening up of SAP Module for Contractors/Service Providers for submission of bills and measurement through digitized mode.
5.	Enhancement in Inventory/Asset Management Module  i.e. Online Inventory/Asset tracking in the System	Gap analysis of Inventory/Asset Management Module and develop store policy in the organisation and online system for inventory/asset management of all items/equipment available across locations.

### 2.4 Liability of Vendor:

- 2.4.1 Vendor's liability for payment of 'ATS Support of SAP ERP Licenses' for 3 Years. Licenses details including procuring cost shall be provided during tendering process.
- 2.4.2 Vendor shall be liable for payment of ATS support of SAP-ERP Licenses deployed at AAI through OEM SAP for 3 Year.
- 2.4.3 Currently AAI is paying ATS Cost @22% of Licenses cost which is Rs 4,74,50,341/Per Annum therefor vendor shall liable to pay the same amount per year. Total ATS cost for 3 Years will be Rs. 14,23,51,023. In case of any addition of licenses and its ATS cost the same shall communicated to vendor and vendor will make the payment to SAP accordingly.
- 2.4.4 ATS Support related payment shall be payable by the vendor to M/s SAP from Year 2023 onward for three years.
- 2.4.5 Vendor shall make the payment to M/s SAP in advance at the beginning of each year or latest by 30 days of activation of ATS of each year or 30 days from date of invoice by M/s SAP.
- 2.4.6 Payment related to ATS support shall be made to vendor at the end of each quarter along with submission of invoice as per contract value (w/o interest) and proof of payment to M/s SAP.
- 2.4.7 If ATS support does not paid by vendor to M/s SAP by due date, M/s SAP will directly recourse to AAI for the payment. *In such case vendor shall liable for penalty by AAI and ATS amount shall be adjusted 'from subsequent quarterly bill' or 'from submitted PBG' including annual interest @12% of ATS cost.*
- 2.4.8 The cost of ATS support will be part of liability hence this cost will not be included in estimated cost as well as evaluation of L1 Bidder.

## **2.5 Special terms:**

- 2.5.1 Resources marked as Onsite above shall be available onsite for all working days of AAI. However, in case of any government guidelines with respect to lockdown/closure of offices, they may be allowed to work from home or vendor premises with the approval of AAI.
- 2.5.2 Rates quoted by bidder for man days only and man month shall be calculated by considering 30-man days. However, payment will be made on pro rata basis on actual consumption of man month/man days.
- 2.5.3 CR Man-month/days rate to be considered for award of contract (AOC) will be the lowest rate of all financial qualified bidders. However, in case of abnormally low quote CR man-days rate by other bidder, AAI reserves the right to negotiate with L1 bidder to negotiate his price as per AAI policy.
- 2.5.4 Rate quoted by the bidder for change request rate shall be used as the man month/days rate for the change request during the AMC period.

**3. Project Deliverables & Payment Schedules**

S.No.	Key Activities/ Milestone	Deliverables	Frequency of Payment
<b>ATS Support of SAP ERP Licenses</b>			
1.	<b>ATS Support of SAP ERP Licenses for 3 Years</b>	<ul style="list-style-type: none"> <li>• Bank Guarantee</li> <li>• Detailed ATS support plan</li> <li>• As per requirement of SOW</li> </ul>	All subsequent Quarter from Q1 to Q12
<b>Transition Phase (Maximum of 1 to 2 months)</b>			
1.	<p>Project Initiation:</p> <ul style="list-style-type: none"> <li>• Project plan and project charter</li> </ul> <p>Shadow Support as Secondary</p> <ul style="list-style-type: none"> <li>• Gaining Knowledge from the existing Vendor/Support Partner</li> <li>• Providing Secondary Support</li> </ul> <p>Shadow Support as Primary</p> <ul style="list-style-type: none"> <li>• Taking complete charge of the system</li> </ul> <p>Providing Primary Support</p>	<ul style="list-style-type: none"> <li>• Bank Guarantee</li> <li>• Detailed project plan</li> <li>• Resource deployment plan</li> <li>• List of key resources</li> <li>• Transition plan</li> <li>• Knowledge management plan</li> <li>• Communication plan</li> <li>• Project status reporting</li> <li>• Functional &amp; Technical Requirement Specifications</li> <li>• RAID (Risk, Assumptions, Issues and Dependencies) log including risk management and mitigation approach</li> <li>• Information security plan</li> <li>• Data migration plan</li> <li>• Exit and transition management</li> <li>• Detailed Report on System and Assessment Plan including approach for – <ul style="list-style-type: none"> <li>• Technology maturity assessment</li> <li>• Functional changes to SAP ERP to aid reporting</li> <li>• Technological changes required to the system (if any)</li> <li>• Training plan</li> <li>• Continuous compliance monitoring process</li> </ul> </li> <li>• Roles &amp; Responsibilities matrix</li> <li>• Configuration of Solman for SLA/Incident Management as per AAI requirement, However Solman Server is installed in AAI Landscape</li> </ul>	<p>1 to 2 Month</p> <p>(No Payment will be made for transition phase)</p>

S.No.	Key Activities/ Milestone	Deliverables	Frequency of Payment
<b>Post Production Support (Post Transition Phase)</b>			
2.	Post Production Support of SAP-ERP	<p>As per requirements listed in SOW including bug fixing report, SLA report, month progress report, manuals and documentation as and when needed i.e.</p> <ul style="list-style-type: none"> <li>Monthly Turnaround time (TAT) /Resolution Time reports generated from Solman and status report to be submitted by Project Manager</li> <li>Monthly/Weekly reports on Issue Analysis, resolved and pending activities.</li> <li>Knowledge database building through Solution Manager for the issues being resolved.</li> <li>All documentation involved in Change Management Process defined in the Scope.</li> <li>Business blueprint, Configuration documents, Functional Specification Document, Technical Specification document, source code wherever there is a change.</li> <li>Patch upgrades documentation as and when the patch upgrade activity is performed</li> <li>Monthly attendance sheet to be verified by AAI</li> </ul>	All subsequent Quarter from Q1 to Q12
<b>New implementation during Post Production Support Services</b>			
1.	New Implementation/ Change Request	As per new requirements listed in SOW including following details:	Along with Quarterly payment

S.No.	Key Activities/ Milestone	Deliverables	Frequency of Payment
		<ul style="list-style-type: none"> <li>Detailed project plan including timeline for new requirements implementation (Separately)</li> <li>Resource allocation plan</li> <li>Functional &amp; Technical Requirement Specifications</li> <li>Training plan</li> <li>Certificate for SLA measurement/ verification.</li> <li>UAT completion certificate as applicable etc.</li> </ul>	

#### **4. Exit and Transition Management**

The responsibilities of the vendor pertaining to exit management after the end of the contract for SAP ERP are as follows –

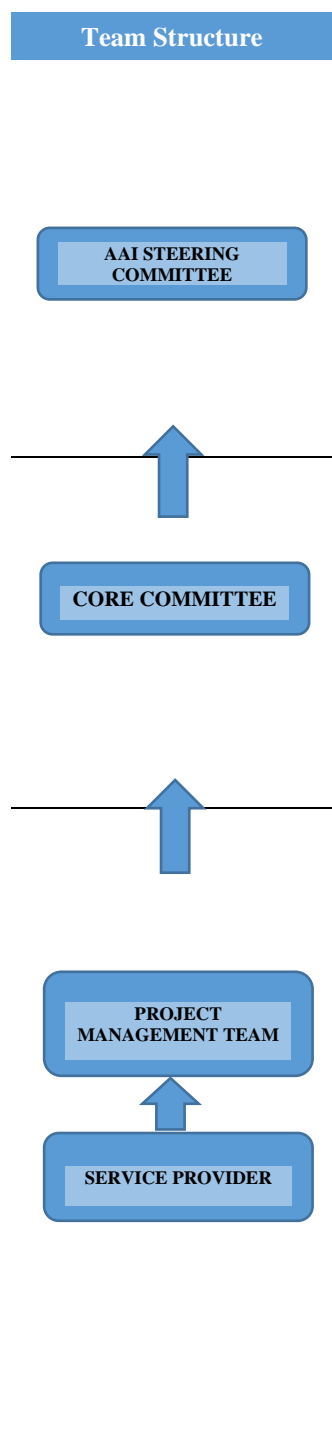
1. The vendor shall submit a structured and detailed transition and exit management plan within six (6) months of on-boarding.
2. The vendor needs to update the transition and exit management plan one (1) year before the contract expiration and submit the same to AAI for approval and sign-off which shall supersede the initial plan.
3. All risk during transition stage shall be properly documented by the vendor and mitigation measures shall be planned in advance so as to ensure a smooth transition without any service disruption.
4. Replacement of all project resources during exit management shall be subject to AAI
5. Service level metrics' ownership, during exit, shall belong to the vendor.
6. At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to the vendor's complete or partial scope of work, the vendor shall ensure that a proper and satisfactory handover is made to the other agency. This shall include transfer of all assets (Hardware, software and all the documents). The vendor shall adhere to the updated exit management plan submitted during the course of the project.
7. The vendor shall ensure business continuity i.e. business as usual of SAP ERP during exit management. The vendor shall be in complete ownership of all scope related items.
8. Vendor shall ensure that support shall be taken up to six (6) months from the end of contract (including any extensions) for all items deployed for SAP ERP

9. The transition and exit management period will start at the expiration of the contract. The vendor will provide shadow support for one (1) to three (3) months and secondary support for an additional one (1) to three (3) months before the end of the operations and maintenance period or termination of the contract, as applicable at no additional cost to AAI during the period of secondary support. In case of termination, the exit management period will start from effective date of termination or such other date as may be decided by AAI but not later than 6 months from effective date of termination.
10. All other open issues as on date of exit shall be properly documented, listed and provided to AAI
11. The vendor shall provide necessary knowledge transfer and transition support to the incoming vendor for SAP ERP. The key handover activities are indicated below—
  - a. Submission and approval of the updated transition plan.
  - b. Complete documentation for the entire system handed over to the SAP ERP/identified agency/new vendor.
  - c. Handover of all AMC support related documents, credentials etc. for all OEM products supplied/maintained in the system. Handover MoUs signed for taking services taken from any of the sub-contracted agencies.
  - d. Handover of the list of complete inventories of all assets created for the project.
  - e. Assisting the new vendor with the complete audit of the system including licenses and physical assets.
  - f. Detailed walk-throughs and demos for the solution.
  - g. Hand-over of the entire software including source code, program files, configuration files, setup files, project documentation, user IDs, passwords, security policies, scripts etc.
  - h. Hand-over of the user IDs, passwords, security policies, scripts etc.
  - i. Knowledge transfer of the system to the incoming vendor for SAP ERP to the satisfaction of AAI per the specified timelines.
12. The vendor shall be released from the project once successful transition is completed by meeting the parameters defined for successful transition by AAI

In case the vendor fails to observe any of the above points, the vendor shall not be released, and all the pending payments and performance bank guarantee shall be put on hold till the successful completion of the exit management to the satisfaction of AAI.

## 5. Governance Framework

Following is the envisaged governance structure for the project:

Team Structure	Roles and Responsibilities	Process	Team Composition
 <p>AAI STEERING COMMITTEE</p>	<ul style="list-style-type: none"> <li>➤ Set project direction and communication with stakeholders</li> <li>➤ Provide overall guidance for implementation of the project</li> </ul>	<ul style="list-style-type: none"> <li>➤ As and when required</li> </ul>	<ul style="list-style-type: none"> <li>➤ CIO/ED (IT)</li> <li>➤ GM (IT)</li> <li>➤ Officials nominated by CIO/ED (IT)</li> <li>➤ Director/High level officer from Vendor Side</li> <li>➤ HOD of stakeholders' department of SAP-ERP</li> <li>➤ Project head from Vendor</li> </ul>
<p>CORE COMMITTEE</p>	<ul style="list-style-type: none"> <li>➤ Review of the project performance and progress</li> <li>➤ Liaising with other committee to provide direction and guidance</li> <li>➤ Resolve issue arising during implementation and operations</li> <li>➤ Shall recommend/approve the change request if any</li> <li>➤ Inform Steering committee of key decision</li> </ul>	<ul style="list-style-type: none"> <li>➤ Regular meeting to discuss progress and key issues</li> <li>➤ Status report review</li> </ul>	<ul style="list-style-type: none"> <li>➤ GM (IT)</li> <li>➤ Department HoD</li> <li>➤ Delivery Manager from vendor side</li> <li>➤ Project manager from vendor side/Delivery manager from vendor side</li> <li>➤ Project Mgmt. Unit (PMU)</li> <li>➤ Core Team Leader (CTL) (Nominated by HOD of User Dte)</li> </ul>
<p>PROJECT MANAGEMENT TEAM</p> <p>SERVICE PROVIDER</p>	<ul style="list-style-type: none"> <li>➤ Final authority to approve the payment for service rendered by Service Provider/vendor</li> <li>➤ Monitor progress, manager scope and ensure requirements are met</li> <li>➤ Engage and manage project stakeholders</li> <li>➤ Monitor and maintain SLAs and related penalties</li> <li>➤ Define escalation mechanism for timely resolution of issue and risks</li> <li>➤ Responsibility of delivery of the project and day to day management and execution</li> <li>➤ Overall implementation of the project as per the scope of work</li> <li>➤ Ensure strict adherence to the project/issue resolution timelines</li> <li>➤ Develop, maintain and monitor the overall project plan</li> <li>➤ Ensure deliverables meet quality criteria as define in the acceptance criteria</li> <li>➤ Risk management</li> </ul>	<ul style="list-style-type: none"> <li>➤ Review draft work documents at key milestones</li> <li>➤ Review monthly status report</li> <li>➤ Meet regularly to discuss progress</li> <li>➤ Provide progress report against plan to the management team</li> <li>➤ Provide updates to the Core Committee</li> </ul>	<ul style="list-style-type: none"> <li>➤ Jt.GM (Nominated by CIO/ED (IT))</li> <li>➤ CTL/CTMs (Nominated by HOD of User Dte)</li> <li>➤ Project Manager from AAI (Nominated by ED)</li> <li>➤ Regional SPOCS from AAI</li> <li>➤ Project Manager (Vendor)</li> <li>➤ PMU</li> </ul>



**ANNEXURE-I**

**UNCONDITIONAL ACCEPTANCE LETTER**

(TO BE SUBMITTED IN Pre-Qualification BID)

To,  
ED (IT)/ CIO  
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 by 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 packet "1", "2" & "3" and the same has been followed in the present case. In case any provisions of this tender are found violated after opening packet "1", "2" & "3". 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 ----- 2019 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 favor 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**

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

Dear Sir,

We \_\_\_\_\_ (full name of the banker) having our registered Office at \_\_\_\_\_ (Address of Bank's registered Office) hereby refer to the tender No.----- --for .....(name of work) issues by the Airports Authority of India as purchaser.

M/s \_\_\_\_\_ (fill in the name of bidder) has approached the bank for providing a Bank Guarantee for EMD for participation in said tender.

Under the terms of said tender, the Bidder 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.

We, \_\_\_\_\_ (Name of the Bank hereby give this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for an amount of Rs. ....(amount in figures)(Rupees ..... ) on account of EMD.

Upon default of the tender, we, ----- (Name of the bank), do hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Airports Authority of India or any Officer authorized by it on its behalf any amount not exceeding Rs. \_\_\_\_\_ (amount of EMD) (Rupees \_\_\_\_\_ ) (in words) to the Airports Authority of India on behalf of the Bidder.

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.

This bank 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)

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**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**

### **Service Level Agreement**

**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”**

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the bidder to AAI for the duration of this contract. AAI shall regularly review the performance of the services being provided by the Bidder and the effectiveness of this SLA.

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

1. **Onsite Support:** The onsite deployed resources shall adhere to AAI working hours from 9: 30 Am in the morning till 6:00 pm on all working days. The corporate head quarter (CHQ) office observes 5 days a week. However, the working hours may exceed occasionally or may have to report on Saturday/Sunday whenever a critical issue need to be resolved on priority. The consultant may also be required to visit and work during holidays on requirement basis. To mark the attendance vendor has to deploy their own digitals system/tools at AAI premises.
2. **“ITR”** Initial Time of Response, this parameter would refer to the time from logging of the service request to response by the helpdesk, assigning appropriate personnel for resolution.
3. **“MPT”** Maximum Process Time represents the calculated point in time between logging of the service request to closure of the query on successful resolution.
4. **Resolution Time:** The resolution time shall vary based on the severity of the incident reported. The severity would be as follows:
  - 4.1. Severity 1 (Critical): An application is unavailable and blocks the execution of the primary business process. A business-critical part of the application is not available. No viable workaround is available. There is certainty of financial loss to AAI
  - 4.2. Severity 2 (High): Incidents, whose resolution shall require replacement of hardware or software parts, requiring significant interruption in working of that individual component. The user is able to work but is unable to achieve a normal productivity level due to the problem. Partial unavailability of system or components. No viable workaround is available. There is a likelihood of financial loss.
  - 4.3. Severity 3 (Medium): A non-business critical part of an application is unavailable or any day to day work required to be done in application landscape. A workaround is not possible but the user is able to achieve a normal productivity level. The problem has few consequences for the user and workaround is possible. The majority of the functions operate normally.
5. Compliance procedure shall be derived with the help of Solution Manager implemented for AAI SAP ERP Landscape or procedure defined by AAI.

SN.	Measurement	ITR	MTP	Resolution Time	Penalty in Rs.
1.	Incident Reporting under <b>Severity-1</b>	Response & Workaround time: <b>ASAP /2 Hrs</b>	Resolution time up to 4 Hours	Total no. of additional resolution time in hours (A)  Let Factor B = (25% of One-year SAP AMC Contract cost)/ (365*24);	$A*B*10$  <i>(For each extra working hour taken beyond stipulated period to resolve the problem will be considered as ten (10) hours down time)</i>
2.	Incident Reporting under <b>Severity-2</b>	Response & Workaround time: <b>ASAP /8 Hrs</b>	Resolution time up to 48 Hours	Total no. of additional resolution time in hours (A)  Let Factor B = (25% of One-year SAP AMC Contract cost)/ (365*24);	$A*B*5$  <i>(For each extra working hour taken beyond stipulated period to resolve the problem will be considered as five (5) hours down time)</i>
3.	Incident Reporting under <b>Severity-3</b>	Response & Workaround time: <b>ASAP /24 Hrs</b>	Resolution time up to 72 Hours	Total no. of additional resolution time in hours (A)  Let Factor B = (25% of One-year SAP AMC Contract cost)/ (365*24);	$A*B$

**Penalty in case of absence of manpower will be as follows:**

S. No.	Measurement	Definition	Measurement Interval	Target	Penalty
4.	Manpower	Absence of resource	Quarterly	If equivalent skilled resource is provided, then no penalty will apply.	Absence of resource/Manpower deployed will attract a penalty of INR 5000 per day in addition to pro rata Man-days rate of similar resources.

**Penalty in case of delay delivery of Change Request work:**

S. No.	Measurement	Definition	Measurement Interval	Target	Penalty
1.	Change Request	Any new initiative which shall be covered under change request.	CR man days	As per agreement of delivery period.  (Delay due to AAI side shall not be considered and the same shall be recorded with concurrence of CTLs/Project Manager)	CR cost shall be deducted @ half CR Man-days per days of all delay of delivery period. (For more detail Penalty section may be followed)

- 5.1. All analysis and supporting screenshots should be gathered by the vendor. In case of attaching the respective documents in SAP SOLMAN, AAI Team will decide their action
- 5.2. Penalty shall be computed on quarterly basis and the deduction shall be made from the bill presented to AAI for payment, at the end of the particular quarter. Delay due to AAI officials/system (e.g. approval, permission, downtime, availability etc.) will be excluded during penalty calculation. For more detail regarding penalty can be refer to 'Penalty' section of this annexure.
- 5.3. No reason shall be entertained (unless those mentioned in Force Majeure) in case of unavailability of any service given in the scope of work in this RFP and the appropriate penalty shall be levied.

**6. SLA Review process:**

- 6.1. AAI may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- 6.2. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- 6.3. The bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The bidder will then communicate the resolution to all interested parties.
- 6.4. In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.

**7. SLA Change Control**

**7.1. General**

It is acknowledged that this SLA may change as AAI's business needs evolve over the course

of the contract period. This document also defines the following management procedures:

7.1.1. A process for negotiating changes to the SLA.

7.1.2. An issue management process for documenting and resolving difficult issues.

7.1.3. AAI and Vendor management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

7.2. Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this SLA and, subsequently, the Contract.

7.3. If there is any confusion or conflict between this document and the Contract, the Tender and its addenda, the Contract will supersede.

## **8. SLA Change Process**

8.1. The parties may amend this SLA by mutual agreement in accordance with terms of this contract. Changes can be proposed by either party. The Vendor can initiate an SLA review with AAI. Normally, the forum for negotiating SLA changes will be AAI's quarterly meetings. Unresolved issues will be addressed using the issue management process.

8.2. The Vendor shall maintain and distribute current copies of the SLA document as directed by AAI. Additional copies of the current SLA will be made available at all times to authorized parties.

## **9. Version Control**

9.1. All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

## **10. Penalties**

10.1. Penalty shall be computed on quarterly basis and the deduction shall be made from the bill presented to AAI for payment, at the end of the particular quarter. Maximum penalty will be charged up to 10% of the Quarterly Payment. Delay due to AAI officials/system (e.g. approval, permission, downtime, availability etc.) will be excluded during penalty calculation.

10.2. Three consecutive quarterly deductions of more than or equivalent of 10 % of the applicable fee on account of any reasons or Overall penalties be deducted with a maximum capping of 10% of the Purchase order value, AAI may issue notice for seeking reason for non-performance and reasons which may be assessed followed by procedure as per Clause for Settlement of dispute. Subsequently AAI reserves the right to initiate termination of the contract/ legal action against the vendor/SI.

***Overall penalties will be deducted with a maximum capping of 10% of the Purchase order value.***

10.3. The certifications would be obtained by the Vendor latest by end of second Quarter of the Operations phase failing which the subsequent Quarter will be deferred till the certifications are obtained.

10.4. In the event of any of the above happening, it shall be governed by terms & conditions defined in General Contract Conditions section of this RFP.

#### 11. Management Escalation Procedures & Contact Map

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure would mean that AAI and Vendor management are communicating at the appropriate levels.

#### 12. Escalation Procedure

Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

12.1. Either AAI or Vendor can initiate the procedure

12.2. The "moving party" should promptly notify the other party that management escalation will be initiated

12.3. Management escalation will be defined as shown in the contact map below

12.4. Escalation will be one level at a time and concurrently

#### 13. Contact Map

Escalation Level	Department Representative with contact Details	Vendor* Representative with contact Details
Level 1: Project Manager		
Level 2: HOD/Project Director		
Level 3: Steering Committee		

*\*Vendor shall provide information for the following:*

- a) Chief Executive Officer*
- b) Project Manager*
- c) Team Members/ Engineers*



**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****Bill of Material/Bill of Quantity (BOM/BOQ)**

(Compliance with Yes/No to be submitted with Technical bid)

(As per relevant 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".**

- 1. Liability of Vendor:** Payment for ATS Support of SAP ERP Licenses for 3 Years @ 22% of Licenses Cost i.e. Rs 4,74,50,341/Per annum and Rs. 14,23,51,023 for Three (3) years (The cost of ATS support will be part of liability hence this cost will not be included in estimated cost as well as evaluation of L1 Bidder.)
- 2. Bill of Quantity (BOQ)/Bill of Material (BOM):**

Sl. No.	Item Description	Units	Qty	Unit Rate (To be filled by agency) (in INR)	Applicable GST % (Indicative)	Amount (Excluding Taxes) (in INR)
2	<b>BoM/BoQ for AMC of SAP-ERP for three years</b>					
2.1	<p>Annual Maintenance of SAP ERP post production support as per <b>Scope of work*</b> including offshore/onsite support with minimum <b>11 onsite resources**</b> for Three (3) years</p> <p><b>Indicative modules/Sub modules are:</b></p> <p>BASIS, ABAP, FICO, HCM, BW, BI /BOBJ, BPC, MM, PS, SD, Portal (EP), PO, Treasury Mgmt., Plant Maintenance, OpenText, Java Stack, Solman, &amp; GRC etc.</p> <p>* Scope of work as per Section V of this Document ** Technical/Functional Manpower Requirements as per Section V of this Document</p>	Job	1			
2.2	Man-days Charges for Annual Maintenance of SAP ERP post production support as per <b>Scope of work*</b> including offshore/onsite support on ' <b>Need basis</b> ' or for ' <b>Change request</b> '	Each	8000			

Total charges for SAP-ERP Post Production Support including Manpower & Man days for three years (B)	Excluding GST	
	Including GST	

**Note: (to be considered during tendering process)**

- Rates quoted by bidder for man days only and man month shall be calculated by considering 30-man days. However, payment will be made on pro rata basis on actual consumption of man month/man days.
- CR Man-days rate to be considered for AOC will be the lowest rate of all financial qualified bidders. AAI reserves the right to negotiate with selected bidder on the man-days rate and may ask selected bidder to match the prices of the bidder who has quoted minimum man-days rate.
- Rate quoted by the bidder for change request rate shall be used as the man days rate for the change request during the AMC period.
- In case of rate mismatch in word and digit in comparative chart/BOQ the same shall be verified and the final rate of BOQ Column M will be considered for financial evaluation and accordingly manual comparative chart will be prepared.
- L1 shall be declared inclusive of Change Request Rates (Lowest among all participate vendor)
- Rates to be quoted by the vendor should be inclusive of all taxes, duties, cess, fee, royalty charges etc. levied under any statute but exclusive of GST. However indicative GST % shall be mentioned by vendor in separate available column.
- Reverse Auction will be conducted on total charges for SAP-ERP Post Production Support including Manpower & Man days for three years.

## **ANNEXURE-VIIA**

### **Technical Compliance**

(Compliance with Yes/No 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”.**

It is mandatory for the bidder to provide the resources with the qualifications mentioned against each of them. Details of the below mentioned resources to be mentioned as per Annexure-III of this RFP. The manpower should be on the payroll of the bidder company.

S.No.	Type of Manpower	Qualification and Experience	Compliance (Yes/No)	Proof
1	Project Manager (Onsite)	<ul style="list-style-type: none"> <li>Full Time MBA/CA and MCA/BE/BTech./B.Com from a reputed institute</li> <li>SAP Certification in any of the module i.e. (FICO, HCM, PO/PI, PS, MM), preferably in FICO.</li> <li>Should be on the payroll of the bidder company</li> <li>Have proven SAP Techno-Functional knowledge in multiple modules to guide Onsite/ offshore team effectively.</li> <li>SAP Implementation experience (end to end) in at least 5 projects. At least 7 years' experience in SAP environment. (Preferably PSUs Experience)</li> </ul>		
2	Technical Resources for (BASIS -1) (Onsite)	<ul style="list-style-type: none"> <li>MCA/BE/BTech (Electronics / Computer Science / IT)) or equivalent from reputed institute</li> <li>BASIS Consultant should have experience of at-least 5 Years as a Basis Consultant including 3 End to End ERP-SAP implementations/ Up- gradation experience and Should have experience of working on Unix/Linux operating systems</li> </ul>		

		<ul style="list-style-type: none"> <li>SAP Certified in respective modules</li> </ul>		
3	Technical Resources for (ABAP -3) (Onsite)	<ul style="list-style-type: none"> <li>MCA/BE/BTech (Electronics / Computer Science / IT)) or equivalent from reputed institute</li> <li>ABAP Consultant should have experience of at-least 5 Years as an ABAP Consultant including 3 End to End ERP-SAP implementations/ Up- gradation experience (Preferably knowledge of SAP Java stack)</li> <li>SAP Certified in respective modules</li> </ul>		
4	Functional Consultant HCM-2, PMS- 1 (Onsite)	<ul style="list-style-type: none"> <li>Graduate and MBA-HR/PG-HR or equivalent from reputed institute</li> <li>The HCM Functional Consultant should have minimum 5 years' experience in SAP HCM mainly Payroll including 3 End to End SAP HCM Payroll implementations/ Up- gradation experience</li> <li>SAP Certified in respective modules</li> </ul>		
5	Functional Consultant for FICO-2(Onsite)	<ul style="list-style-type: none"> <li>CA/ICWA/CIMA/CFA/Full Time MBA-Finance or equivalent from reputed institute</li> <li>The FICO Functional Consultant should have minimum 5 years' experience in SAP FI&amp;CO Module including at least 3 SAP implementations/ Up- gradation experience</li> <li>SAP Certified in respective modules</li> </ul>		
6	Technical assistant/Helpdesk for SAP Project (Onsite)	<ul style="list-style-type: none"> <li>Full Time MCA/BE/B. Tech/MSc (Electronics/ Computer Science/IT) equivalent</li> </ul>		

		<p>with minimum one (1) years' experience of relevant field</p> <p>Or</p> <p>BCA, B.Sc. (Electronics/Computer Science/IT) or equivalent from reputed institute with minimum three (3) year experience of relevant field.</p> <ul style="list-style-type: none"> <li>• Preferably knowledge of incident management through SAP ticketing tool.</li> </ul>		
7	<p>Offshore/Onsite support for 3 Years for scope of work as mentioned in Section-V including rest of the module <b>Indicative modules are:</b></p> <p>BW, BI /BOBJ, BPC, MM, PS, SD, Portal (EP), PO, Treasury Mgmt., Plant Maintenance, OpenText, Java Stack, Solman, &amp; GRC etc.</p>	<ul style="list-style-type: none"> <li>• The annual maintenance for SAP ERP post production support for complete landscape as per Scope of work including remaining modules would be done through Offshore/Onsite resources and will be cover under job contract of "Annual maintenance for SAP ERP post production support for complete landscape as per Scope of work".</li> <li>• Further, any new requirement which will not be covered under day to day activity will be done onsite/offshore through 'change request'</li> <li>• It is desirable that the consultants engaged for Offshore/Onsite support should be certified in their respective areas with adequate work experience in SAP implementation.</li> </ul>		

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**ANNEXURE-VIIB**

**Man-Power Rates**

**(As per Technical/Functional Manpower Requirements of Tender Document Section-V)**

**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".**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Unit Rate (To be filled by Bidder) (in INR)- Man month cost</b>
1.	Project Manager	
2.	Technical Resources -BASIS	
3.	Technical Resources – ABAP	
4.	Functional Consultant – HCM	
5.	Functional Consultant – FICO	
6.	Technical assistant/Helpdesk for SAP Project	

**Note:**

1. Manpower rates bi-furcation shall be submitted with financial bid (Packet-3) only.
2. The rates bi-furcation submitted with this sheet shall be use for SLA purpose only.
3. The final rates of each Man-power will be adjusted on pro rata basis, as per the discount provided in terms of percentage after reverse auction.

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**ANNEXURE-VIII****Details of the Vendor Firm/ Company**

S. No.	Details of the Vendor Firm/ Company				
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 portal	
8	Turn Over of the company for last three years	FY-2020	FY-2019	FY-2018	Annualized
9	GST No.				
10	PAN				
11	Date of Incorporation of the Company as per MoA (Copy Attached /Uploaded)				
12	<b>Proof of Execution of works</b>	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	<b>Date of completion of Certificates of the above said works</b>	Name & Design. 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	<b>Tender-specific authorization letters from OEM as per tender requirement</b>	Product	OEM with Address	Name of Signatory	Contact Number with Email Address
14.1	NA	NA	NA	NA	NA
15	<b>Power of Attorney (Stamp Paper of Rs 100/-) in favor of signatory (attached)</b>	Yes or No			
16	<b>Acceptance letter as per Annexure-I (Attached/Uploaded)</b>	Yes or No			
17	<b>List of Client references Attached /Uploaded</b>	Yes or No			

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## **ANNEXURE-IX**

### **INTEGRITY PACT**

#### **PRE-CONTRACT INTEGRITY PACT**

This Pact made this .....day 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 at .....in 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. 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: -

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.

**3.1. The Bidder/Contractor further undertakes**

- 3.1.1. 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 disfavour to any person in relation to the contract or any other contract with the Authority.
- 3.1.2. 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.

- 3.2. 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.
- 3.3. 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.
- 3.4. 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.
- 3.5. 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.
- 3.6. 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.
- 3.7. The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8. 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.
- 3.9. The Bidder/Contractor will inform to the Independent External Monitor, if
  - 3.9.1. He receives demand for an illegal/undue payment/benefit.
  - 3.9.2. He comes to know of any unethical or illegal payment/benefit.
  - 3.9.3. He makes any payment to any Authority's associate(s)
- 3.10. The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- 3.11. The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. 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.
- 3.13. 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.
- 3.14. 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 guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.**

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

**6. 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:-

6.1.1. 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.

6.1.2. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.3. 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.

6.1.4. 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.

6.1.5. 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.

6.1.6. 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.

6.1.7. 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.

6.1.8. 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.

6.1.9. In case where irrevocable Letters of Credit have been received in respect of any

contact signed by the Authority with the BIDDER, the same shall not be opened.

- 6.1.10. 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.
- 6.1.11. 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.
- 6.1.12. 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 along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is impossible 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.

#### **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.

### **7. Independent External Monitor(s),**

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

- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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.
- 7.7. 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.
- 7.8. 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.
- 7.9. The word 'Monitor' would include singular and plural.

## **8. Facilitation of Investigation.**

- 8.1. 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.

## **9. Law and Place of Jurisdiction.**

- 9.1. 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.

## 10. Other Legal Actions

- 10.1. That the changes and supplements as well as termination notices need to be made in writing.
- 10.2. 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.

## 11. Pact duration (Validity)

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.

## 12. Company Code of Conduct

- 12.1. 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.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

Buyer	Bidder
Name of the Officer	Chief Executive Officer
Designation	
Deptt./Ministry/PSU	
Witness	Witness
1. _____	1. _____
2. _____	2. _____

**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 Letter

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 have not be in non-performance in the last 3 years in any State/Central Government/ PSU/ Autonomous Body (Under Any government law) in India or abroad as on last date of submission of the Bid.
3. 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.
4. 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.
5. 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.
6. 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 with Stamp

Name \_\_\_\_\_

Place\_\_\_\_\_

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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 "**Hiring of support partner for comprehensive work of 'SAP ERP post production support' for 3 Years**" 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-XII**

**DETAILS OF STATUTORY TAXES**

**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.	S. No. of item as per Schedule – B	Item Description	GST (percent) In figure	GST (percent) In words	Any Other Tax – 1 (percent) In figure	Any Other Tax – 2 (percent) In figure

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**ANNEXURE-XIII**

**(Non-Disclosure and Confidential 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**  
**Authority Of India**

**Signed** :  
**Name** :  
**Designation** :

**For Airports**

**Signed** :  
**Name** :  
**Designation** :

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**ANNEXURE-XIV**

**CHANGE CONTROL 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”**

**1. Introducing a Change**

- 1.1. AAI shall have the right to propose, and subsequently require, the Project Manager to order the Service Provider from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called Change), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract. A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with system/product Upgrades.
- 1.2. The Service Provider may from time to time during its performance of the Contract propose to AAI (with a copy to the Project Manager) any Change that the service provider considers necessary or desirable to improve the quality or efficiency of the System. AAI may at its discretion approve or reject any Change proposed by the Service Provider.
- 1.3. Notwithstanding Clauses 1.1 and 1.1 of this Annexure, no change made necessary because of any default of the Service Provider in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any extra cost or Time for Achieving Operational Acceptance.
- 1.4. Upon receipt of the requirement AAI and Service Provide shall mutually agree upon all matters contained in the requirement and decide the mode of execution including man months/man days. It could be executing either through shared resources or individuals or change request. The same could be recorded with proper justification.
- 1.5. As mentioned above, if the new requirement will be met by the individual consultant related to any module, AAI will request the service provider to deploy the resources on need basis for the new requirement. Resources shall be deployed at the rate of change request man-days/man-month by the vendor within 15 days from date of request and its payment shall be made on actual consumption basis.

**2. The procedure on how to proceed with and execute Changes Request is specified below:**

- 2.1. **Minor or Major changes request for new work:** Minor or Major change request shall be considered only if deployed resources shown their occupancy in day-to-day work.
  - 2.1.1. Minor system enhancements/changes request shall be defined as those requiring less than 10 man-days of development effort.

2.1.2. System enhancements/changes requiring efforts beyond 10 man-days of development effort shall be considered as major system enhancements/changes

- 2.2. Moreover, AAI and Service Provider will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be frozen.
- 2.3. Any minor changes initiated after this will be carried out by the vendor without any additional cost and any major Change initiated after this time will be dealt with after Operational Acceptance.
- 2.4. Any new enhancements and developments which is not completed by onsite deployed resources and the same will be taken through change management process. However, change request shall be considered only if deployed resources shown their occupancy in day-to-day work.
- 2.5. Any change request approved by AAI shall be delivered within time frame mutually agreed by AAI and Service Provider. Delay of delivery shall be liable penalty as per SLA.

### **3. Changes originating from AAI**

- 3.1. If AAI proposes a Change pursuant to Clause 1.1 above, it shall send to the Service Provider a request for Change Proposal, requiring the Service Provider to prepare and furnish to the Project Manager as soon as reasonably practicable a Change Proposal, which shall include the following:
  - Brief description of the Change;
  - Impact on the Time for Achieving Operational Acceptance;
  - Detailed effort estimation/cost of the Change;
  - Effect on Functional Guarantees (if any);
  - Effect on any other provisions of the Contract.
- 3.2. Prior to preparing and submitting the Change Proposal, the Service Provider shall submit to the Project Manager a Change Estimate Proposal, which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Change Estimate Proposal, AAI shall do one of the following:
  - 3.2.1. Accept the estimate with instructions to the Service Provider to proceed with the preparation of the Change Proposal;
  - 3.2.2. Advise the Service Provider of any part of its Change Estimate Proposal that is unacceptable and request the Service Provider to review its estimate; It will be executed as per internal procedure of AAI.
  - 3.2.3. Advise the Service Provider that AAI does not intend to proceed with the Change.

- 3.3. Upon receipt of AAI's instruction to proceed under Clause 2.2, the Service provider shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with Clause 2.1.
- 3.4. The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.
- 3.5. Upon receipt of the Change Proposal, AAI and the Service Provide shall mutually agree upon all matters contained in the Change Proposal.
- 3.6. If AAI and the Service Provider cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented.

#### **4. Changes originating from Service Provider**

If the Service Provider proposes a Change pursuant to Clause 1.2, the Service Provider shall submit to the Project Manager a written Application for Change Proposal, giving reasons for the proposed Change and including the information specified in Clause 2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in Clauses 2.5 and 2.6. However, should AAI choose not to proceed or AAI and the Service Provider cannot come to agreement on the change during any validity period that the Service Provider may specify in its Application for Change Proposal, the Service Provider shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between AAI and the Service Provider to the contrary.

5. The Service Provider needs to make any changes in software and hardware suggested by AAI or the Service Provider in accordance with clause above. It is expected that any changes shall be carried out by the Service Provider without any extra cost under the existing support by available resources. In case of new change requests, extra cost estimated for the change shall be negotiated and must be mutually agreed by the both the parties than cost shall be paid by AAI separately.
- 6.

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**ANNEXURE-XV**

**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”**

**Format for List of Client**

<b>S.No.</b>	<b>Name of the Project</b>	<b>Name of the Client</b>	<b>Client Address</b>	<b>Client E-Mail</b>	<b>Client Contact Number</b>

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**ANNEXURE-XVI**

**Format of Letter to PBG Issuing Bank**

**Transmission of Bank Guarantee Cover Message <to be submitted by the successful applicant to BG issuing bank>**

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-ICIC0000007)**

Dear Sir/Mam,

I/We, \_\_\_\_\_, request you to include unique identifier \_\_\_\_\_ in the field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC-ICIC0000007).

Thanking You,

\_\_\_\_\_

(Vendor/Customer/Concessionaire)

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**ANNEXURE-XVII**

**UNDERTAKING REGARDING DEBARMENT/BLACKLISTING**

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"**

I/We ..... (Name and Post of authorized signatory) on behalf  
of ..... (Name of firm) do here by solemnly affirm and declare as follows:

- (i) Our firm is not restrained/ debarred/ blacklisted by AAI or Central /State Govt. Depts./PSUs/World Bank/ ADB etc. and the debarment is not in force as on last date of submission of proposal.
- (ii) None of Proprietor /Partners /Board Members /Directors of M/s.....  
(Name of firm) has remained Proprietor /Partner /Board Member /Director in any firm which stands debarred /blacklisted by AAI or Central /State Govt. Depts./PSUs/World Bank/ ADB etc. and the debarment is not in force as on last date of submission of proposal.
- (iii) Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment/ blacklisting, termination of the contract etc. as deemed fit.

Date:

[Signature and name of the

Place:

authorized signatory of the firm]

***Note: Above undertaking is to be given on company's letter head.***

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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.

<b>Sr. No.</b>	<b>Section</b>	<b>Para No.</b>	<b>Sub-Para No.</b>	<b>Text to be read as</b>
1.	II	8	8.3, 8.4, 8.5	<b>Tender Name:</b> Hiring of support partner for comprehensive work of 'SAP ERP post production support' for 3 Years
	III	1	1.1	
		Annexure	I, III, IV, V, VII, VIIA, X, XII, XIV, XV, XVII	
		Schedule	A	
2.		Annexure	I, III, IV, V, VII, VIIA, X, XII, XIV, XV, XVII	<b>AAI/CHQ/ITD/SAP-AMC/2022</b> CPP Portal Tender ID – 2022_AAI_114165_1
		Schedule	A	
3.	III	5	5.1	a) <b>Rs. 24,98,54,878</b>
				b) Rupees Twenty-Four Crore Ninety-Eight Lakh Fifty-Four Thousand Eight Hundred Seventy-Eight Only
4.	IV	2	2.1	Three (3) Years (Ref. Section – V)
5.	IV	6	6.1	Three (3) Years
6.	IV	7	7.5	“NIL”

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