



**भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA**

TECHNICAL DIRECTORATE

DOMESTIC E-TENDER

(Tender ID: 2022_AAI_115211_1)

TENDER DOCUMENT

FOR

**SUPPLY OF 08 NOS. AIRPORT SURFACE FRICTION
TESTER (ASFT) WITH OPERATION & COMPREHENSIVE
ANNUAL MAINTENANCE CONTRACT AT VARIOUS
AIRPORTS IN INDIA**

Bid Manager	:	Joint General Manager (Technical)
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AIRPORTS AUTHORITY OF INDIA
DOMESTIC e-TENDER (Tender ID: 2022_AAI_115211_1)

SUMMARY

1.	Name of work	Supply of 08 Nos. Airport Surface Friction Tester (ASFT) with Operation & Comprehensive Annual Maintenance Contract at various Airports in India
2.	Estimated Cost of Work	Estimated Supply Cost (excl. GST): ₹ 12.51 Cr Estimated Operation & CAMC cost (excl. GST): ₹ 19.08 Cr Total Estimated Cost excl. GST : ₹ 31.59 Cr
3.	Earnest Money Deposit	INR 56,59,200.00
4.	Cost of Tender Document	INR 5,900/- (Inclusive of GST and Non-refundable). <i>The cost of tender shall be paid online only, after registration in e-procurement portal.</i>
5.	Total Time Allowed	08 (Eight) months
6.	Published Date	10.05.2022 at 1800 Hrs. (IST)
7.	Bid Document Download / Sale Start Date	10.05.2022 at 1800 Hrs. (IST)
8.	Clarification Start Date	10.05.2022 at 1800 Hrs. (IST)
9.	Clarification End Date	27.05.2022 upto 1000 Hrs. (IST)
10.	Date & Time of Pre-Bid Meeting with vendors	06.06.2022 at 1500 Hrs. (IST)
11.	Closing Date & Time for response to clarification by AAI	13.06.2022 upto 1800 Hrs. (IST)
12.	Bid Submission Start Date	14.06.2022 at 1000 Hrs. (IST)
13.	Bid Submission End Date	11.07.2022 upto 1800 Hrs. (IST)
14.	Last date of submission of original BG towards EMD (if EMD not paid through online mode), Signed hard copy of Unconditional Acceptance Letter, Power of attorney/authorization of Bidder and Signed Pre-Contract Integrity Pact	13.07.2022 upto 1800 Hrs. (IST)
15.	Date of Opening of PQQ & Technical Bids	14.07.2022 at 1100 Hrs (IST)
16.	Date of Opening of Financial Bids	22.08.2022 at 1500 Hrs. (IST)
20.	Date & Time of Reverse Auction	Will be intimated after opening of Financial Bid.

AIRPORTS AUTHORITY OF INDIA
DOMESTIC e-TENDER
(Tender ID: 2022_AAI_115211_1)

Name of work: Supply of 08 Nos. Airport Surface Friction Tester (ASFT) with Operation & Comprehensive Annual Maintenance Contract at various Airports in India.

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Certified that the tender document contains 163 (One Hundred Sixty-Three Only) pages which are numbered as above, including cover page, index and annexures.

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AIRPORTS AUTHORITY OF INDIA

Domestic e-TENDER

(Tender ID: 2022_AAI_115211_1)

Name of work: Supply of 08 Nos. Airport Surface Friction Tester (ASFT) with Operation & Comprehensive Annual Maintenance Contract at various Airports in India

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DOMESTIC E-TENDER ID: 2022_AAI_115211_1**NOTICE INVITING TENDER**

1. Airports Authority of India (AAI) invites domestic e -Tender through CPP Portal from the Original Equipment Manufacturer (OEM) of the ASFT or 100% subsidiary company of the OEM of the ASFT or Joint Venture Company or the firm, participating under the “Manufacture under license/technology collaboration agreements with phased indigenization” who are “Class-I Local Supplier” or “Class-II Local Supplier” as defined in Public Procurement (Preference to Make in India), Order 2017 and subsequent revisions thereof (Annexure –XV), in two envelope systems (Envelope 1 – Pre-Qualification Qualifier & Technical Bid and Envelope 2 – Financial Bid) as per the details given below.

Sl. No.	Name of the work	Estimated Cost in INR (excl. GST)	Earnest Money Deposit in INR	Cost of Tender in INR (Inclusive of GST)
1.	Supply of 08 Nos. Airport Surface Friction Tester (ASFT) with Operation & Comprehensive Annual Maintenance Contract at various Airports in India	Supply Cost (excl. GST): ₹ 12.51 Cr Operation & CAMC cost (excl. GST): ₹ 19.08 Cr Total Cost (excl. GST) : ₹ 31.59 Cr	₹ 56,59,200/-	₹ 5,900/-

2. The bill of material (Indicative BOQ) given in **Annexure - II** and detailed Technical Specifications given in Section - D to the Tender document.
3. This tender is invited through the electronic tendering process and can be downloaded from the Central Public Procurement Portal (CPP Portal) with URL address “<http://etenders.gov.in>”. Please note that the submission of the tender is only through the CPP 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 CPP 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 CPP Portal for guidelines, procedures & system requirements. In case of any technical difficulty, bidders may contact on the following help desk numbers & email ids.
 - 3.1 For queries relating to the process of online bid submission or queries relating to CPP Portal or other Technical Assistance on the Portal, please contact the 24x7 Helpdesk, on Telephone Numbers Tel: +91-120-4200462, + 91-120-4001002, +91-8826246593 or Email Address: support-eproc@nic.in.
 - 3.2 Before submitting queries related to system, bidders are requested to follow the instructions given in CPP Portal and get their computer system configured according to the recommended settings for the CPP Portal.
 - 3.3 Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details.
 - 3.4 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. No.	Name of the Bid Manager	Designation	E-mail Id	Phone No.
1	S. Murali	Jt. GM (Tech)	smurali@aai.aero	011-24632978

- 3.5 In order to facilitate the Vendors / Bidders, the AAI Help desk services shall also be available on all working days (except Sunday) between 0800 – 2000 hours and shall assist users related to the use of CPP Portal. The details of the help desk services along with other useful information regarding E-tender process are given at the link <https://www.aai.aero/en/Tender/Apply>.
- 3.6 The AAI help desk numbers are intended only for queries related to the ease of use on CPP Portal and help needed on the operation of the Portal. However, AAI shall not be responsible for any reason to bidders for not submitting the bids in the CPP Portal. The above Helpdesk services shall remain closed on all Govt. Gazetted Holidays.
4. The critical dates for this tender are as given below:

Sl. No.	Activity	Date & Time in IST
1.	Published Date	10.05.2022 at 1800 Hrs. (IST)
2.	Bid Document Download / Sale Start Date	10.05.2022 at 1800 Hrs. (IST)
3.	Clarification start date	10.05.2022 at 1800 Hrs. (IST)
4.	Clarification end date	27.05.2022 upto 1000 Hrs. (IST)
5.	Date & Time of Pre-Bid Meeting with vendors	06.06.2022 at 1500 Hrs. (IST)
6.	Closing Date & Time for response to clarification by AAI	13.06.2022 upto 1800 Hrs. (IST)
7.	Bid Submission Start Date	14.06.2022 at 1000 Hrs. (IST)
8.	Bid Submission End Date	11.07.2022 upto 1800 Hrs. (IST)
9.	Last Date of submission of Original Bank Guarantee towards the EMD (if EMD not paid through online mode), signed hard copy of Unconditional Acceptance Letter, Power of Attorney/Authorization of Bidder and signed Pre-Contract Integrity Pact.	13.07.2022 upto 1800 Hrs. (IST)
10.	Date of Opening of PQQ & Technical Bids	14.07.2022 at 1100 Hrs (IST)
11.	Date of Opening of Financial Bids	22.08.2022 at 1500 Hrs. (IST)
12.	Date & Time of Reverse Auction.	Will be intimated after opening of Financial Bid.
Note: AAI may its discretion, extend/change the schedule of any activity by issuing an addendum / corrigendum on the e-Procurement Portal at http://etenders.gov.in/eprocure/app . In such cases, all right and obligations of AAI and the Bidders previously subject to the original schedule as extended.		

GENERAL INFORMATION AND GUIDELINES (GIG)

1. Purpose and Scope of Tender Document:

On behalf of Chairman, Airports Authority of India, Jt. General Manager (Tech.), Airports Authority of India, AAI Office Complex, Safdarjung Airport, New Delhi- 110 003, India (Phone No. 011-24632978) invites domestic tender in two-bid system i.e. Pre-qualification Qualifier (PQQ)/Technical & Financial for ***“Supply of 08 Nos. Airport Surface Friction Tester (ASFT) with Operation & Comprehensive Annual Maintenance Contract at various Airports in India”***.

2. The bid is invited from OEM of the ASFT or 100% subsidiary company of the OEM of the ASFT or Joint Venture Company or the firm, participating under the “Manufacture under license/technology collaboration agreements with phased indigenization” who are “Class-I Local Supplier” or “Class-II Local Supplier” as defined in Public Procurement (Preference to Make in India), Order 2017 and subsequent revision thereof.
3. This tender document includes requirements in respect of description of work, details of end locations, delivery schedules, payment schedules, training needs, support services etc. Under this clause, the firm shall assume complete responsibility for Supply of 08 Nos. ASFTs at consignee airports and carrying out Operation & routine maintenance for 02 years during the Guarantee/Warranty period including supply of consumables, spares, 04 Nos. friction measuring tyres per ASFT per year, manpower and tools etc., except fuel and Diesel Exhaust Fluid (DEF). Thereafter i.e. post Guarantee/Warranty Period, the firm shall assume complete responsibility for Operation & Comprehensive Annual Maintenance for 08 years including supply all required spares, consumables, 04 Nos. friction measuring tyres per ASFT per year, manpower & tools etc., except fuel and DEF.
4. Bidder firm shall submit an unconditional acceptance letter (***Annexure – I(a)***) and proforma for undertaking (***Annexure – I(b)***) stating its firm or its partners or its Directors have not been black listed or any case is pending or any 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 Foreign Government/Indian State/Central Governments Departments or Public Sector Undertaking of India.
5. **Conflict of Interest among Bidders/Agents**
A bidder shall not have conflict of interest with other bidders. The bidder found to have conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if;
 - 5.1 They have controlling partner (s) in common; or
 - 5.2 They receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - 5.3 They have the same legal representative/agent for purposes of this bid; or
 - 5.4 They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
 - 5.5 Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved.
 - 5.6 Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

5.7 In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

5.8 No bidder firm or its subsidiary firm or its parent firm shall be allowed to submit alternate bids contrary to the competitive spirit of the tender. Such bids shall be summarily rejected.

6. TENDER FEE:

6.1 The cost of tender document shall be **INR 5,900/- (Inclusive of GST) and will be non-refundable**. The cost of tender document shall be paid online through Payment Gateway on CPP Portal. The procedure for online payment of Tender Fee through Payment Gateway on CPP Portal is given in *Annexure –XVI*.

6.2 Govt. of India's Guidelines issued from time to time relating to exemption of tender fee shall be applicable to eligible bidders.

7. EARNEST MONEY DEPOSIT (EMD):

7.1 The earnest money amounting to **INR ₹ 56,59,200/- (Rupees Fifty-Six Lakhs Fifty-Nine Thousand Two Hundred only)** shall be paid online, through Payment Gateway on CPP Portal in favor of Airports Authority of India payable at New Delhi *Or* in the form of Bank Guarantee (BG) as per *Annexure-VII* from a Scheduled Commercial Bank (as per RBI Schedule) having office in India. The EMD, if paid offline in the form of Bank Guarantee, then the original Bank Guarantee shall be submitted in the Office of Jt. GM (Tech) - Bid Manager on or before the date & time mentioned in Schedule of Important Activities. The procedure for online payment of EMD through Payment Gateway on CPP Portal is given in *Annexure –XVI*.

7.2 The Earnest Money Deposit shall be valid for a period of 180 days from the notified date of opening of the tender without any condition. In case of any extension of tender opening date, or delay in finalization of tender, the bidder shall extend validity of Earnest Money Deposit suitably.

7.3 Bidders shall provide the name, designation, address, Fax, email id & Phone number of the bank issuing BG for confirmation purpose.

7.4 Govt. of India's Guidelines issued from time to time relating to exemption of Earnest Money should be applicable to eligible bidders.

7.5 Bids received without EMD (other than those who are exempted from payment of EMD) as specified in the tender, shall be rejected out rightly.

7.6 Refund of EMD:

7.6.1 EMD of bidders who are disqualified in Pre-Qualification Criteria (PQC) or Technical Stage shall be returned/refunded after rejection of their bids.

7.6.2 EMD of all qualified bidders whose financial bids are opened (except the confirmed lowest bidder) shall be returned/refunded after award of order to successful bidder.

7.6.3 EMD of the successful bidder will be returned/refunded after receipt of Performance Bank Guarantee against Security Deposit for supply.

7.6.4 If AAI cancel this Tender process, then AAI will return the EMD of all Bidders for whom the EMD was not already forfeited and encashed.

7.6.5 AAI shall refund same amount as received from bidders towards EMD and in the same currency with no interest or any other expenses, whatsoever, in any manner to the bidder or its authorized representative.

7.6.6 The Bidder shall provide the requisite Bank Account details for return of EMD.

7.7 Forfeiture of EMD:

The EMD amount of a bidder shall be forfeited in the following events.

7.7.1 If the bidder withdraws or amends its bid or breach of the conditions of the tender or impairs or derogates from the tender in any respect within the period of validity of the tender.

7.7.2 If the successful bidder fails to enter into a contract with AAI within 30 calendar days (or an extended period as approved by the Accepting Authority in AAI) after the receipt of the purchase order / work order.

7.7.3 If the successful bidder fails to submit the contract performance bank guarantee as stipulated in the Terms and Conditions within 30 calendar days (or an extended period as approved by the Accepting Authority in AAI) after the receipt of the purchase order / work order.

7.7.4 If the bidder knowingly and willfully supplied incorrect information in the tender.

7.7.5 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 and conditions of the tender *{Annexure-I (a)}*.

7.7.6 AAI may issue a Letter of Intent (LOI) to the declared L1 bidder and ask the bidder to accept the LOI unconditionally within the specified time. If the bidder fails to accept the LOI unconditionally, it will be construed that the Bidder is not interested in the offer. In such a situation AAI will encash and forfeit the EMD.

8. Payment of Tender Fee & EMD:

8.1 Online Payment of Tender Fee & EMD:

8.1.1 AAI has implemented acceptance of Tender Processing Fee and Earnest Money Deposit (EMD), to be paid online, through Payment Gateway on CPP Portal. The settlement of Tender Processing Fee, forfeiture / refund of EMD as per the case, will be executed through online mode except if EMD submitted in the form of Bank Guarantee (BG)-Paper Form.

8.1.2 State Bank of India (SBI) has been authorized by AAI as a Nodal Bank and its payment gateway has been integrated / mapped with CPP Portal for the collection of Tender Processing Fee and EMD through e-procurement portal from various bidders participating in e-Tendering / e-Procurement process. SBI shall hold the amount in Current/Savings Bank account till the time of finalization of tendering process. Bank will settle the Tender Fee of bidders as per the case. Bank will refund EMD to unsuccessful bidders and the EMD of L1 bidder will remain in the pooling account and after AOC (Award of Contract) completion on the portal, the L1 bidders EMD amount will be refunded to their source account.

8.1.3 For online payment of tender fee & EMD, bidder shall login to the portal <https://etenders.gov.in/> with valid User ID (i.e. User ID mapped with Digital Signature Certificate) and can pay the requisite fees/amount as mentioned in NIT through Net Banking (SBI and Other Banks) and NEFT/RTGS. Further procedures for online payment of tender fee & EMD through payment Gateway are provided in *Annexure-XVI*.

8.2 OFFLINE payment of EMD through Bank Guarantee:

The Bidders shall upload scanned copy of the valid EMD document at CPP Portal as detailed below:

- 8.2.1 For submission of EMD through Bank Guarantee, bidder has to select the payment option as -offline / to pay the EMD as applicable and enter details of the instrument.
- 8.2.2 The Bidder shall submit the EMD in the form of Bank guarantee of like amount (*Annexure-VII*) from a Scheduled Commercial Bank (as per RBI Schedule) having office in India, but not from any Co-operative Bank.
- 8.2.3 The EMD in the form of Bank Guarantee shall be valid for a period of 180 days from the notified date of opening of the Tender without any conditions of the Contractor. In case of any extension of Tender opening date or in case the tender is not finalized within the bid validity period, the bidder shall get extended the validity of EMD along with bid validity for a suitable period else the bid is liable for rejection.
- 8.2.4 The original EMD in the form of BGs should be submitted / sent to the Bid Manager directly by the issuing bank under Registered Post / Registered (A.D.) / Speed Post, so as to reach on or before the last date and time of bid submission. Scanned copy of the EMD in the form of BG shall be uploaded in envelop-1 i.e. with PQQ bid documents on the CPP Portal or otherwise the uploaded bid will be rejected.
- 8.2.5 The BG shall contain the name, designation and code number of the Bank officer(s) signing the guarantee(s). Further the bidder shall provide the name, designation, address, fax number, e-mail id and telephone number of the bank issuing the Bank Guarantee.
- 8.2.6 Verification of Bank Guarantees submitted by Vendors to AAI will be done through Structured Financial Messaging System (SFMS) of ICICI bank as defined in Para 10.3 of this section.
- 8.2.7 In exceptional cases, the EMD in the form of BGs may be accepted directly from the bidders, however, in such cases the bidder shall request the issuing branch to immediately send an unstamped duplicate copy of the BG directly to the AAI Bid Manager by Registered post / Registered Post (A.D.) / speed post with a covering letter to compare with the original BGs so as to confirm that it is in order.
- 8.2.8 The Bidder shall not change or alter or modify in any way, the language or contents of *Annexure -VII* (EMD Bank Guarantee) of this document.

9. Performance Security

- 9.1 Performance Security or Performance Bank Guarantee (PBG) for Supply shall be submitted by the successful bidder after Award of Contract. PBG is required to ensure the performance of the contract. Performance Security shall be of an amount of **03 (Three)** per cent of the supply cost of 08 Nos. ASFTs (including GST) as specified in the bid documents. Performance Security shall be furnished in the form of an irrevocable and unconditional bank guarantee from a Scheduled Commercial Bank, but not from Cooperative or Gramin Bank. **Performance Bank Guarantee shall be valid for ninety (90) days beyond the date of completion of all contractual obligations of the supplier including Guarantee/Warranty obligations** and shall remain valid as per provisional extension granted by the AAI. If the agency fails to extend the validity of the Performance Guarantee, the same shall be encashed by AAI and shall be returned only as per other provision of contract at discretion of AAI.

9.2 The proforma for Performance Security or Performance Bank Guarantee (PBG):

- a) In case of supply and commissioning, the PBG shall be submitted within 30 calendar days of issue of purchase order as per *Annexure V(a)* at AAI, CHQ having validity up to **(Guarantee/Warranty Period i.e. 02 years + 90 days)**.

- b) Bidder shall submit separate Performance Bank Guarantee (PBG) for each equipment, for a value equal to 3% (Three percent) of the total contract amount for Operation & CAMC of equipment (including GST) at respective Consignee Airports/Regions as per *Annexure V(b)* and this PBG shall be valid for 90 days beyond the scheduled date of completion of Operation & CAMC period {i.e. validity shall be for 120 months + 90 days}. The bidder shall ensure that this Bank Guarantee is submitted at respective consignee Airport/ Regions before 30 days of commencement of Operation & CAMC of equipment at respective consignee Airport/ Regions.
- 9.3 In case the Contractor fails to submit the PBG within stipulated period, interest at 12% per annum on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from the first bill payable to the Contractor. In case, successful bidder fails to submit performance bank guarantee within 60 days of the issue of the letter of acceptance of bid (Purchase Order), AAI reserve the right to forfeit the EMD and cancel the order.
- 9.4 The Performance Security will be forfeited and credited to the accounts of AAI in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest, after duly performance and completion of the contract in all respects, after 90 (ninety) days of completion of all such obligations including the Guarantee/Warranty under the contract.
- 9.5 The Performance Security will be returned to the supplier on completion of all the contractual liabilities.
- 9.6 The performance Security shall be deemed to govern the following guarantees from the successful Contractor, in addition to the other provisions of the guarantee: -
- The successful and satisfactory operation of the equipment supplied shall be in accordance with the specifications and other relevant documents.
 - The equipment supplied shall be free from all defects of design, material and workmanship and upon written notice from AAI, the successful Contractor shall fully remedy, free of expenses to AAI, all such defects as developed under the normal use of the said equipment within the period of guarantee/warranty.
 - The performance guarantee is intended to secure the performance of the entire equipment. However, it is not to be construed as limiting the damages stipulated in any other clause.
- 10. Verification of Bank Guarantees:**
- 10.1 Vendors shall ensure that Bank Guarantees shall be submitted to AAI directly by the issuing bank under Registered Post / Registered (A.D.) / Speed Post.
- The submission of BG shall be in accordance with the *Annexure V(a)* for supply and commissioning at AAI, CHQ & *Annexure V(b)* for Operation & CAMC at respective Consignee Airport/Region and *Annexure-VII (for EMD submitted in form of BG)* at AAI, CHQ of the tender document.
- 10.2 The BG shall contain the name, designation and code number of the Bank officer(s) signing the guarantee(s); The no.) BG shall contain the address and other details (including telephone of the controlling officer of the controlling bank from the branch of the bank issuing the BG) for online verification of BG.
- 10.3 Verification through SFMS of ICICI Bank:**
- Verification of Bank Guarantees submitted by Bidders to AAI will be done through Structured Financial Messaging System (SFMS) of ICICI bank.

- (b) While submitting the documents to BG issuing bank, the vendor/customer/concessionaire will also submit letter to the issuing bank as per the format mentioned in the *Annexure-XXII*.
- (c) Based on the above inputs from the vendor, the BG confirmation message through SFMS will be triggered to the beneficiary bank i.e. ICICI bank and on the basis of unique identifier code, the BG confirmation mail will be received in the designated email ids issued to the respective units of AAI.
- (d) Successful bidder/vendor shall submit the Original BG document along with copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.
- (e) In order to view online, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) IFN 767COV (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.
- (f) In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below field, BG confirmation through online portal would not be updated.
- (g) Please note that the issuing bank while issuing/amending the BG, should ensure that the unique identifier code of AAI is correctly captured in the message i.e. IFN 760COV/ IFN 767COV. Bank Details of AAI is provided below:
- (h) Vendor / successful bidder shall submit BG(PBG/BG-SD/FBG/EMD) in accordance with the bank details as indicated below:

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

11. DEBARMENT IN CASE OF DEFAULT BY THE BIDDER:

The bidder shall liable to be suspended from being eligible for bidding in any contract with Airports Authority of India for the period of one year starting from the date of opening of Tender which can be extended, if the bidder:

- 11.1 Withdraw or amend the bid or breach the terms and conditions of the tender or impairs or derogates from the tender in any respect within the validity period of the tender.
- 11.2 Fail to enter into a Contract with AAI within 30 calendar days (or extended period as approved by the Competent Authority in AAI) after the receipt of the Purchase Order / Work Order.
- 11.3 Fail to submit the performance Bank Guarantee as stipulated in General Conditions of Contract within 30 calendar days (or extended period as approved by the Accepting Authority in AAI) after the receipt of the Purchase Order / Work Order in case of supply and commissioning. Similarly, the PBG for CAMC shall also be submitted within 30 calendar days before expiry of Guarantee/Warranty Period at Consignee Airports/Regions (or extended period as approved by the Accepting Authority in AAI).
- 11.4 Submit any incorrect / false information or document in the bid in order to qualify.
- 11.5 Do not accept the conditions of the contract even after agreeing to do so and submitting the letter of unconditional acceptance of the terms and conditions of the tender.
- 11.6 Fail to honour the commitment to the Reverse Auction Price.
- 11.7 Fail to accept the Letter of Intent (LOI) / Purchase order within the stipulated time.

- 11.8 In case of non-compliance of Technical Specifications and Operational Performance as per Section-D of NIT, AAI holds the right to terminate the contract without any prejudice manner and forfeit the Performance Bank Guarantee, besides blacklisting of the firm.

12. INSTRUCTIONS TO THE CONTRACTORS/BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH TENDER SITE <http://etenders.gov.in/eprocure/app>.

- 12.1 The tender document has been published on the Central Public Procurement Portal (URL <https://etenders.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>.

12.2 REGISTRATION

- 12.2.1 Bidders are required to Enroll on the e-Procurement module of the Central Public Procurement Portal (URL <https://etenders.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll” on the CPP Portal Enrolment which is free of charge.
- 12.2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 12.2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 12.2.4 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 Authority recognized by CCA India (e.g. Sify/TCS/ nCode/ eMudra etc.) with their profile.
- 12.2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 12.2.6 Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC/e- Token.

12.3 SEARCHING FOR TENDER DOCUMENT

- 12.3.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include organization name, location, date value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 12.3.2 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective My Tenders folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 12.3.3 The bidders should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

12.4 PREPARATION OF BIDS

- 12.4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note that each pack, should have the number of documents including the names and content of each of the document that needs to be submitted.
- 12.4.2 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/SLS/RAR/DWF formats. Bid documents may be preferably scanned with 100 dpi with black and white option.
- 12.4.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. Those documents may be directly submitted from the “My Space” area while submitting a bid, and need not to be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

12.5 SUBMISSION OF BIDS

- 12.5.1 Bidders should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the last date and time of bid submission. Bidder will be responsible for any delay due to other issues.
- 12.5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 12.5.3 Bidders shall pay the cost of Tender document i.e. Tender Fee online through Payment Gateway on CPP Portal. The procedure for online payment of Tender Fee through Payment Gateway on CPP Portal is given in *Annexure –XVI*.
- 12.5.4 The Bidders should submit the Earnest Money Deposit of amount specified in the tender either by the way of online mode, through Payment Gateway on CPP Portal or offline in the form of Irrevocable Bank Guarantee (BG), as per Proforma (*Annexure-VII*) from a scheduled Commercial bank (as per RBI schedule) having office in India. The original BG towards EMD (if EMD not paid through online mode) should be posted/courier/given in person to the concerned official, so as to reach latest by last date and time of bid submission. The details of the Original Bank Guarantee for EMD, physically sent, should tally with the details of the scanned copy uploaded with the bid otherwise the bid will be summarily rejected.
- 12.5.5 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 12.5.6 Bidders are required to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The standard format for price bid i.e. BoQ format (BoQ_ xxxx.xls) has been given with the tender document, 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 green coloured (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.
- 12.5.7 The server time (which is displayed on the bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders

should follow this time during bid submission. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server System Clock).

- 12.5.8** All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- 12.5.9** The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- 12.5.10** 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 the date & time of submission of the bid with all other relevant details.
- 12.5.11** The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Note:

1. The language of all documents under above para to be submitted and manuals, instructions, technical documentation, etc. to be provided under this contract in future, by successful bidder shall be in English language.
2. Technical Bid, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, may be considered non-responsive and are liable to be rejected.

12.6 ASSISTANCE TO BIDDERS

- 12.6.1** For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, and 0120-6277787.

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating the tender(s) published, kindly contact the respective Tender Inviting Authority: 0120-4001002, 0120-4001005, 0120-6277787. E-Mail: support-eproc@nic.in.

- 12.6.2** For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance. E-Mail: cphp-doe@nic.in.

- 12.6.3** For any technical Issues / Clarifications relating to the publishing and submission of AAI tender(s): -

- a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).
- b. Before submitting queries, bidders are requested to follow the instructions given in “Guidelines to Bidders” and get their computer system configured according to the recommended settings as specified in the portal at “System Settings for CPPP”.

In case of any issues faced, the escalation matrix is as mentioned below:

Sl. No.	Support Person	Escalation Matrix	E-Mail Address	Contact Numbers	Timings
1	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (Mon-Sat)
2	Sanjeev Kumar, Sr. Mgr. (IT)	After 4 Hours of issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (Mon-Sat)
3	Sh. Dharmendra Kumar, Jt. GM (IT)	After 12 Hours	dkumar@aai.aero	011-24632950 Extn: 3527	0930-1800 Hrs. (Mon-Sat)
4	General Manager (IT)	After 03 Days	gmitichq@aai.aero	011-24657900	0930-1800 Hrs. (Mon-Sat)

*** The Helpdesk services shall remain closed on all Govt. Gazetted Holidays.**

The above-mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal. For queries related to the tender published on the portal, bidders are advised to contact Bid Manager of AAI, Jt.GM (Technical), [Email: smurali@aai.aero](mailto:smurali@aai.aero), Contact No. Extension No: +91 11 – 24632978 – 3365.

12.7 Pre-Bid Conference/Meeting:

- 12.7.1 AAI will hold pre-bid conference with bidders based on the number and nature of queries received on CPP Portal, against this NIT. Pre-Bid Meeting will be held Online through Video Conferencing (VC) or offline at the specified venue on the date & time mentioned in the Schedule of Activities. It is to note that only queries/ clarification sought through CPP Portal shall be discussed in the Pre-bid meeting and the queries/clarifications, submitted through any other mode except CPP Portal, shall not be entertained.
- 12.7.2 Bidders must ensure that the points on which clarifications are required by them have already been submitted to AAI in advance through e-procurement portal <https://etenders.gov.in/eprocure/app> as per the schedule mentioned in the tender. Only these queries will be discussed during Pre-Bid Meeting. Queries need to be uploaded in following format :-

Name of the Bidder:			
Sl. No.	Tender Para/Clause No. & Pg. No.	Provision in tender clause	Clarification Sought

- 12.7.3 Bidders or their authorized representatives will be permitted to attend the pre-bid meeting. Delegates participating in the Pre-bid conference must provide a photo identity and an Authorization Letter as per the format in **Annexure -XXIII** "Authorization for attending a Pre-bid Conference" from their Company/ principals and the same must be sent by e-mail to Bid Manager otherwise they shall not be allowed to participate in the pre-bid meeting. No further clarifications/queries will be accepted after the pre-bid meeting and the terms and conditions including scope of work decided after the pre-bid conference will be frozen for all purposes.
- 12.7.4 Bidders are advised to restrict maximum 02 Nos. of representatives for pre-bid conference.
- 12.7.5 AAI shall subsequently provide the clarifications & responses to the queries discussed in the pre-bid conference through CPP portal, which shall form part of the Tender Document.
- 12.7.6 AAI makes no representation or warranty as to the completeness or accuracy of any response by AAI, nor does AAI undertake to answer all the queries that have been raised by the vendors.
- 12.7.7 Please note that AAI expects the bidders to comply with all tender specifications/ conditions which have

been frozen after Pre-bid Conference and hence non- conforming bids shall be rejected outrightly without seeking any further clarification.

13. Schedule of Important Activities:

Sl. No.	Activity	Date & Time in IST
1.	Published Date	10.05.2022 at 1800 Hrs. (IST)
2.	Bid Document Download / Sale Start Date	10.05.2022 at 1800 Hrs. (IST)
3.	Clarification start date	10.05.2022 at 1800 Hrs. (IST)
4.	Clarification end date	27.05.2022 upto 1000 Hrs. (IST)
5.	Date & Time of Pre-Bid Meeting with vendors	06.06.2022 at 1500 Hrs. (IST)
6.	Closing Date & Time for response to clarification by AAI	13.06.2022 upto 1800 Hrs. (IST)
7.	Bid Submission Start Date	14.06.2022 at 1000 Hrs. (IST)
8.	Bid Submission End Date	11.07.2022 upto 1800 Hrs. (IST)
9.	Last Date of submission of Original Bank Guarantee towards (if EMD not paid through online mode), signed hard copy of Unconditional Acceptance Letter, Power of Attorney/Authorization of Bidder and signed Pre-Contract Integrity Pact.	13.07.2022 upto 1800 Hrs. (IST)
10.	Date of Opening of PQQ & Technical Bids	14.07.2022 at 1100 Hrs (IST)
11.	Date of Opening of Financial Bids	22.08.2022 at 1500 Hrs. (IST)
12.	Date & Time of Reverse Auction.	Will be intimated after opening of Financial Bid.
Note: AAI may its discretion, extend/change the schedule of any activity by issuing an addendum / corrigendum on the e-Procurement Portal at http://etenders.gov.in/eprocure/app . In such cases, all right and obligations of AAI and the Bidders previously subject to the original schedule as extended.		

14. Transfer of Tender document: Tender documents are not transferable.

15. Amendment to Tender document:

At any time, prior to scheduled end date of submission of bids, AAI, if it deems appropriate to revise any part of this tender or to issue additional data to clarify and interpretation of provisions of this tender, it may issue addendum / corrigendum to this tender. Any such addendum / corrigendum shall be deemed to be incorporated in this tender and binding on the bidders. Addendum / corrigendum will be notified through eProcurement Portal at <https://etenders.gov.in/eprocure/app>.

16. Period of Validity of Bids:

The Bids shall remain valid for 180 days from the date of opening of financial bids. AAI shall summarily reject a bid as non-responsive if found valid for a shorter period. Only in exceptional circumstances, AAI may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing.

17. Eligibility conditions for participating in Pre-Qualification Criteria (PQC):

- 17.1** The bid is invited from OEM of the ASFT or 100% subsidiary company of the OEM of the ASFT or Joint Venture Company or the firm, participating under the “Manufacture under license/technology collaboration agreements with phased indigenization” who are “Class-I Local Supplier” or “Class-II Local Supplier” as defined in Public Procurement (Preference to Make in India), Order 2017 and subsequent revisions thereof. **Following documents are required for Pre-Qualification Criteria (PQC).**

- 17.1.1 Valid Certificate of Incorporation for Public / Private Limited Company / firm issued by Appropriate Authority. Registered partnership deed in case of Partnership firm or Self-attested copy of certificate/licence issued by appropriate Authorities/ Department/Body or Chamber of Commerce/ GST certificate in case of proprietary firm.
- 17.1.2 Self-attested letter from authorized signatory of the firm as a proof of being Original Equipment Manufacturer (OEM) if applicable.
- 17.1.3 In case the bidder falls in the category of bidders defined under Order (Public Procurement No.1) dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India vide F. No. 6/18/2019-PPD} and its revisions thereof, Self-attested copy of Registration certificate of the bidder with Competent Authority shall be submitted. Registration should be valid at the time of submission of Bid and should also remain valid at the time of acceptance of the bid. **(Annexure XVII & Annexure XVIII).**
- 17.1.4 Self-certificate which clearly specifies whether the bidder is participating as Class-I Local Supplier or Class-II Local Supplier along with the details of location where local content to be added and also certificate specifying the percentage of local content from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplies other than companies). (Annexure – VIII & Form – I, II, III & IV). The bidder should submit filled and signed Forms -I, II, III and IV in sealed envelope (Make in India envelope) to bid manager in original hard copy such that the documents should reach before scheduled date of opening of price bid as per tender clause 17.6.
(Note: - The bidder should not upload scanned copies of Form – I, II, III & IV along with PQQ/Technical bid).
All certificates issued by Chartered Accountant for local content under Make in India Policy should have UDIN, if applicable.
- 17.1.5 Self-attested copy of Income Tax Registration document i.e. Permanent Account Number (PAN).
- 17.1.6 Self-attested copy of Tax Registration document i.e. Goods and Service Tax (GST).

17.2 EXPERIENCE:

- 17.2.1 The bidder should have successfully completed the Supply of Airport Surface Friction Tester* in the last 7 (Seven) years as on date of submission of bid as per the following value / quantity criteria.

Value Criteria:

- a). One Work Order of value equal to INR ₹ 10.01 Crores or more.
Or
b). Two separate Work Orders, each for a value equal to INR ₹ 6.25 Crores or more.
Or
c). Three separate Work Orders, each for a value equal to INR ₹ 5.00 Crores or more.

OR

Quantity Criteria:

- a). One Work Order of quantity equal to 06 (Six) Nos. or more.
Or
b). Two separate Work Orders, each for a quantity equal to 04 (four) Nos. or more.
Or
c). Three separate Work Orders, each for a quantity equal to 03 (Three) Nos. or more.

*** Airport Surface Friction Tester shall mean Vehicle mounted/vehicle integrated or tow type friction tester (for qualifying experience criteria only).**

Note: - In case of experience of Private sectors, bidder has to submit TDS certificate as applicable issued by the customer in support of payment received and execution of work. The bidder, who have submitted experience certificate issued by Government / Semi Govt. / PSU for required value of work, need not submit TDS certificate.

Details to be submitted as per format below:

Sl. No.	Invoice No. & Date	Item Description	Quantity (Nos.)	Value (\$ / € / ₹) (If applicable) **	PO No. & Date	End User with Contact Details & Full address with e-mail.
			Total=	Total=		

**** Mandatory only if experience has been claimed under value criteria.**

17.2.2 Documents required for Experience in respect of para 17.2.1 above:

- a) Copies of Purchase Order.
- b) Copies of Invoices for each purchase order issued.
- c) Completion Certificate / Commissioning Certificate / Delivery Receipt or any other relevant documents to establish the required experience as per Clause No. 17.2.1 and its subsequent sub clauses indicating reference Purchase order/Invoice. The Completion / Commissioning Certificate or any other relevant documents should clearly indicate the following:
 - i. Purchase Order No. or Contract No.,
 - ii. Date of Completion,
 - iii. Value/ Quantity of Award,
 - iv. Contact details of end user where ASFTs has been supplied and commissioned viz e-mail id, phone/mobile no. & address for communication.

Note: In case of participation under value criteria, the price / value in documents like invoice/purchase order/completion certificate must be clearly visible.

17.2.3 The Indian Subsidiary Company can use the Experience of its Foreign Principal OEM, if OEM owns 100% of Subsidiary Company. The bidder shall submit documentary evidence to prove that Indian company/Firm is indeed a 100% subsidiary or branch of a foreign company. The bidder shall produce balance sheet showing equity holdings or certificate by the company Chartered Accountant/auditors showing equity holding patterns between the Foreign principal company and its Indian subsidiary/branch or a certificate by the foreign principal company that the Indian company is their wholly owned subsidiary (which should be duly notarized) and the Indian subsidiary company/branch may be allowed to participate in the AAI tenders. The foreign principal must submit an undertaking to provide all required technical knowhow to Indian firm for successful completion of the project as per **Annex-XXV**.

17.2.4 AAI shall at its discretion may ask the bidder(s) to submit the proof of deposit of VAT / GST / Equivalent Tax/TDS amount deposited with the Government Authorities with reference to the details mentioned at para 17.2.1 above.

17.2.5 Proof of satisfactory Performance: Bidder shall submit Satisfactory Performance Certificate for more than one year of use of Airport Surface Friction Tester supplied during last (07) seven years from the date of submission of bid from at least one end user in respect of the experience of the works claimed

by bidders against para 17.2.1 above. The bidder shall provide the contact details, email id, phone/mobile no. & address of above end users for communication.

17.3 TURNOVER

- 17.3.1 **Average annualized financial turnover:** Bidder should have annualized average financial turnover of at least **INR ₹ 3.75 Crore** during last three financial years ending 31st March 2021 or 31st December 2021 as the case may be in their country.
- 17.3.2 **Self-Attested copies of documents required for Turnover:** Abridged balance sheet along with Profit & Loss Account of the bidder for the last three financial years (2018-2019, 2019-20 and 2020-2021) for F.Y. ending in March 2021 or 2019, 2020 and 2021 for F.Y. ending in December 2021 as the case may be in their country.
- 17.3.3 Indian Bidders have to submit UDIN generated documents like Balance Sheet/ Turnover certificate, Tax Deduction at Source (TDS) Certificates for Non- Govt. works etc. as per NIT conditions duly certified by CA and having UDIN. The documents submitted by bidders without UDIN shall not be entertained.

17.4 RESOURCES FOR MANUFACTURING, OPERATION AND CAMC OF ASFT:

- 17.4.1 The bidder shall have adequate facilities to manufacture the ASFT and to carry out Operation & Comprehensive Annual Maintenance of ASFT for 10 years at various airports in India in terms of personnel, equipment and manufacturing facilities.
- 17.4.2 **Documents required to be submitted in support of above clause:** Bidder shall submit a self-certification that it has adequate infrastructure, resources and trained manpower for carrying out Operation & CAMC.

17.5 Other Documents Required to be submitted:

- 17.5.1 Unconditional Letter of Acceptance *{Annexure-I (a)}*.
- 17.5.2 Proforma for Undertaking that the bidder has not been blacklisted or any case is pending against the bidder. *{Annexure-I (b)}*.
- 17.5.3 **Power of Attorney:** Bidder shall submit Power of Attorney (Stamp of Rupees 100/-) as per *Annexure XXIV*, 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.
- 17.5.4 Pre-Contract Integrity Pact by bidder or authorized person of bidder *(Annexure-IX)*.
- 17.5.5 Nil- Deviation Declaration *(Annexure – XX)* from the laid down requirement of Tender Document.
- 17.5.6 Digitally signed Tender document along with all corrigendum/addendum as a proof that the bidder has understood all the terms and condition of the tender.
- 17.5.7 Tender Form for execution of Work & Conditions *(Annexure-VI)*.
- 17.5.8 GST Undertaking *(Annexure-X)*.

17.6 Purchase Preference under Make in India Policy: -

- 17.6.1 With reference to *Annexure-XV*, Public Procurement (Preference to Make in India), Order 2017, Revision; regarding”, dated 16th September, 2020 issued by Public Procurement Section, Department for

Promotion of Industry and Internal Trade, Ministry of Commerce and Industry revision thereof shall be applicable.

17.6.2 The following paras shall be considered for evaluation of Make in India Component: -

17.6.2.1 The bidder who wish to avail preference under Make in India policy should submit the undertaking as per *Annexure VIII* for submission of Make in India documents in PQQ documents stating that the rates quoted towards local content shall not be less than 50% of total quoted amount (as per BOQ).

17.6.2.2 The bidder shall submit the details as per Form-III i.e. calculation of local content in goods/services provided in Make in India policy available in tender document. These details should match with the rates quoted in Schedule of quantities (i.e. submitted price bid), failing which AAI shall have full rights to consider their bid as non-Make in India bid and price preference as per the provision of Make in India policy shall not be applicable even though the local content is more than 50%.

17.6.2.3 The bidder should submit filled and signed Forms -I, II, III and IV in sealed envelope (Make in India envelope) to bid manager in original hard copy such that the documents should reach before scheduled date of opening of price bid. In case of non-submission of these documents till scheduled time and date, their bid shall be treated as Non-Make in India bid.

17.6.2.4 The sealed envelopes containing Forms-I, II, III & IV as above shall be opened after completion of reverse auction process. Accordingly, eligibility of make in India bidders shall be verified based on the local content and L-1, L-2, L-3 etc., shall be finalized.

17.6.3 The cost involving services such as transportation, insurance, installation, commissioning, training and after sales service support like Operation & CAMC etc. cannot be claimed as local value addition for Class-I local supplier/Class-II local supplier under “Make in India” Policy.

17.6.4 False declarations will be a breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

17.6.5 Purchase preference to Class-I local supplier and verification of local content will be as per the latest order dated 16.09.2020 (Order No. P-45021/2/2017-PP(BE-II) and subsequent amendment P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021 (and revision thereof) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, Government of India).

17.7 JOINT VENTURE.

With reference to *Annexure-XV*, Public Procurement (Preference to Make in India), Order 2017, Revision; regarding”, dated 16th September, 2020 issued by Public Procurement Section, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry revision thereof, Para “Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in service and training them”, the following conditions shall also be followed:

17.7.1 Consortium of firms should not comprise more than two firms.

17.7.2 Joint venture firm as a single unit or each member of consortium should have Permanent Account Number (PAN).

17.7.3 A detailed and valid agreement exists between the consortium members defining clearly role, responsibility and scope of work of each member along with nomination of leader for the purpose of work under consideration, commensurate with their experiences and capabilities and a confirmation that the

members of the consortium assume joint and several responsibilities. It shall be mandatory for lead partner to attend all progress review meetings and shall be answerable to all issues relating to the project.

- 17.7.4 The leader of the consortium of firm shall meet 80% of the Pre-Qualification Criteria (PQC) of NIT and shall accept overall responsibilities of contractual obligations for the total scope of work during execution and up to defects liability period. Second partner of the consortium shall meet 40% of the PQC.

17.8 Manufacture under license/technology collaboration agreements with phased indigenization:

In case of participation under technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of the item as per clause 13 of Public Procurement (Preference to Make in India), Order 2017, Revision; regarding”, dated 16th September, 2020 issued by Public Procurement Section, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry (attached as Annexure-XV), following additional documents/details shall be submitted. The conditions as mentioned in Para 17.7 - Joint Ventures shall not be compulsory, if bidder participates under this clause.

- a) Self-attested copy of Technology collaboration agreement / transfer of technology agreement.
- b) Self-attested copy of certificate for intellectual property rights held by foreign manufacturer.
- c) Name and address, contact numbers, email Id's.

In case of participation under Para 17.8 above, the bidder may use the experience of its OEM, who is transferring the technology, to meet the experience criteria required under para 17.2.

18. POST TENDER QUALIFICATION FOR TECHNICAL EVALUATION:

Apart from the eligibility conditions as specified in the tender, the following shall also be considered for the evaluation.

- 18.1** Bidder should have resources in place, as specified in eligibility conditions. If required, the Technical Evaluation Team may visit the factory premises of the firm as well as assess the performance of ASFT, manufactured by them.
- 18.2** If any document submitted in ‘Technical Bid’ is found to be false, EMD shall be forfeited, besides black listing of the bidder.
- 18.3** Airports Authority of India reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder.

19. PREPARATION AND SUBMISSION OF BIDS:

Bids shall be prepared and submitted in two parts: the first part shall comprise the “Prequalification Qualifier Bid (PQQ)” & “Technical Bid” and second part shall be the “Financial Bid” specifying the price offer. Date of submission and opening of tender can be extended on sole discretion of the Competent Authority.

19.1 PQQ BID SUBMISSION:

The following documents shall be submitted by bidder for PQQ evaluation.

Sl. No.	NIT Para	Eligibility Criteria	Documents required to be uploaded
1.	6	Tender Fee. (Tender Fee shall be paid online through Payment Gateway on CPP Portal)	Proof of payment of Tender Fee.

2.	7	Earnest Money Deposit	Proof of payment of Earnest Money Deposit through online mode / Self-attested scanned copy of BG (if EMD not paid online) as per Annexure- VII to be uploaded.
3.	17.1.1	Valid Certificate of Incorporation for Public / Private Limited Company / firm issued by Appropriate Authority. Registered partnership deed in case of Partnership firm/ GST certificate in case of proprietary firm.	Self-attested scanned Copy of the documents.
4.	17.1.2	Declaration of being an Original Equipment Manufacturer (OEM), if applicable.	Self-attested letter from authorized signatory to be uploaded.
5.	17.1.3	Self-attested copy of registration certificate of the bidder with Competent Authority, if applicable, as per Annexure XVII & Annexure XVIII .	Self-attested Scanned copy of Annexure- XVIII
6.	17.1.4	Class-I Local Supplier or Class-II Local Supplier	Self-attested Scanned Copy of Annexure – VIII . (Note: The Bidder should not upload the scanned copies of Form – I, II, III & IV)
7.	17.1.5 & 17.1.6	Valid GST and Permanent Account Number (PAN) (for Indian bidders and Foreign registered firm having Permanent Establishment in India).	Self-attested Scanned copy of GST and Permanent Account Number (PAN).
8.	17.2.1 & 17.2.2	Documents for Experience.	Self-attested Scanned copies of the documents.
9.	17.2.3	In case of Indian Subsidiary Company, documentary evidence to prove that Indian company/Firm is indeed a 100% subsidiary or branch of a foreign company	Self-attested Scanned copies of the documents as per Annexure-XXV
10.	17.2.5	Proof of satisfactory Performance	Self-attested Scanned copies of Satisfactory Performance Certificate from at least one end user airport.
11.	17.3	Document for Turnover	Self-attested Scanned copies of the balance sheet along with Profit & Loss Account of the bidder for the last three financial years. Indian Bidders should submit UDIN generated documents as per clause 17.3.3.
12.	17.4	Documents for Resources.	Self-certification on company's letter head.
13.	17.5.1	Unconditional Letter of Acceptance.	Scanned Copy of Annexure-I (a) .
14.	17.5.2	Proforma for Undertaking that the bidder has not been blacklisted or any case is pending against the bidder.	Scanned Copy of Annexure-I (b) .
15.	17.5.3	Power of Attorney (POA) as per Annexure XXIV , if applicable.	Scanned Copy of Power of Attorney as per Annexure XXIV .
16.	17.5.4	Pre-Contract Integrity Pact	Scanned Copy of Annexure-IX .
17.	17.5.5	NIL deviation declaration from laid down requirements in tender document	Declaration as per Annexure- XX to be uploaded.
18.	17.5.6	Digitally signed tender document along with all corrigendum/addendum as a proof that bidder has understood all the terms and conditions of tender.	Digitally signed tender document along with all corrigendum/addendum to be uploaded
19.	17.5.7	Tender form for execution of work & conditions as per Annexure-VI	Self-attested scanned copy of Tender Form as per Annexure-VI.
20.	17.5.8	GST undertaking as per Annexure-X	Self-attested scanned copy of GST undertaking as per Annexure-X
21.	17.6	For the bidders participating under "Make in India Policy".	Self-attested Scanned Copy of undertaking as per Annexure-VIII

22.	17.7	For the bidders participating as Joint Venture	Copy of detailed and valid agreement and other relevant document as per clause 17.7
23.	17.8	Manufacture under license/technology collaboration agreements with phased indigenization:	Self-attested Scanned copies of the documents.
24.	24	Any concession/ exemption under registration with NSIC/MSME OR Seeking Benefit under Start-up Policy OR Purchase Preference to Central Public Sector Undertaking in relevant field.	Self-attested scanned copies of the documents.
25.	-	Check List	Self-attested scanned copy of check list to be submitted as per <i>Annexure-XIX</i>

Note:

- i. The original documents as uploaded against Sr. No. 2, 13, 15 & 16 above, shall be submitted in the Office of Jt. GM (Tech) - Bid Manager before the Bid Opening Date as stipulated in “Schedule of Important Activities” of this tender. Failing which, bidders shall be liable to rejection.
- ii. MSME/NSIC bidders shall upload copy of their valid Registration Certificate for the purpose of verifying their claim for exemption of EMD. The Bid Manager may ask the Bidder to produce the original for verification as part of the evaluation process and bids of the Bidders who fail to produce the original, shall be liable to rejection.
- iii. Tender shall be submitted in English language, if any of the supporting documents is submitted in any language other than English, then:
 - a) For Indian languages, the translated English version duly notarized by Indian Notary.
 - b) For Foreign languages, the translated English version shall be duly certified by the Indian Embassy situated in the country of the bidder. The bid is liable for rejection/cancellation, if information provided is found to be false at any stage. Besides this, EMD and Performance Bank Guarantee is liable to be forfeited and the bidder is liable to be debarred / blacklisted.
 - c) All supporting documents submitted with the bid should be self-certified & stamped by the firm and serially numbered.
 - d) The translated version self-certified by the bidder shall be admissible in case the translated version, as per above is not submitted by the bidder due to the paucity of time. However, translated version as per above, shall be submitted by the bidder as early as possible to the bid manager and in case of non-compliance, tender of the bidder who has not fulfilled the above requirement is liable to be rejected.

19.2 SUBMISSION OF TECHNICAL BID:

The following documents shall be submitted for Technical Bid evaluation:

- 19.2.1 Technical offer and technical compliance in terms of Technical Specification (Section- D) of ASFT (Technical brochures/ printed literature), duly signed, giving serial number of each page & Scanned copy is to be submitted in the following format.

1	2	3	4	5
NIT para No.	Technical Specification of AAI	Technical Parameters/ Specifications of ASFT offered by the bidder in its technical bid with	Complied/ Not Complied	Reference page no. of supporting documents submitted as Technical bid.

		details of make & model, data sheet of Assembly, Sub assembly and accessories.		
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19.2.2 Undertaking regarding Availability of Spares (*Annexure-XII*).

19.2.3 NIL deviation statement in respect of technical specifications (Section-D) (*Annexure XXI*).

19.2.4 Details of Maintenance Activities proposed to be carried out during Operation & CAMC period as per supplier/manufacturer standards.

19.2.5 The bidder shall assume complete responsibility for the design, construction, and performance of all component parts of the complete vehicle and its accessories and shall submit self-certification that the completed vehicle shall meet the requirements of Tender Conditions.

Documents to be submitted by Successful bidder before prototype inspection: -

Subsequent to the placing of Purchase Order to the successful bidder, it is required to submit one set of hard copy along with soft copy of complete Technical literature, brochures, design, drawings etc. along with OEM Certificate & supporting documents complying relevant applicable standards such as ICAO, FAA etc. as mentioned in *Section-D* including all accessories and any other essential aspects related with the offered ASFT in conformance to the Technical Specifications compliance sheet (*Section-D*) uploaded in CPP Portal, before 02 months of scheduled prototype inspection for necessary approval by AAI.

Note:

1. The language of all documents under Para 19.2 above and manuals, instructions, technical documentation, etc. to be provided under this contract in future, by successful bidder, shall be in English language.
2. Technical Bid, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and will be liable to be rejected.

19.3 SUBMISSION OF FINANCIAL BID:

The following shall be the guidelines for on-line submission of financial bid: -

- 19.3.1 Bidders are required to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The standard format for price bid i.e. BoQ format (BoQ_xxxx.xls) has been given with the tender document, 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 green coloured (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.
- 19.3.2 It shall be clearly understood and noted that Financial Bid of the tender document is for pricing alone. No condition, whatsoever, shall be stipulated in this part. Everything that the bidder has to say, regarding tender, other than pricing shall be stated only in Technical Bid of the tender.
- 19.3.3 If any condition stipulated above (Para 19.3.2), is found violated, the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the EMD besides blacklisting the firm.
- 19.3.4 The prices quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account, except statutory Indian govt. taxes and levies in India.

- 19.3.5 AAI reserves the right to reject any or all tenders without assigning any reason. The Financial bids of the bidders who do not qualify in Technical bid evaluation shall not be opened. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it. The documentation submitted by bidders shall not be returned.
- 19.3.6 Original document of Financial Bid shall not be submitted as hard copy to AAI in any case.
- 19.3.7 Charges for Operation and Comprehensive Annual Maintenance Contract (CAMC) has been fixed as percentage of Basic Price in INR & it shall be calculated automatically in BoQ based on Basic Price quoted by the bidder.
- 19.3.8 Item-rates in BOQ shall be quoted by the bidder incl. of all taxes, duties, cess, fee, royalty charges etc. levied under any statute but exclusive of GST. GST shall be paid to the contractor for any taxable supply/services against a valid tax invoice as per terms & conditions of the contract

20. OPENING & EVALUATION OF PQQ & TECHNICAL BID:

20.1 Evaluation of PQQ Bids:

- 20.1.1 AAI shall open PQQ Bids as per scheduled Tender Opening Date and Time. Authorized representatives of AAI shall download all the up-loaded documents against "PQQ" and evaluate bids for Pre-qualification.
- 20.1.2 PQQ-Eligibility criteria including verification of Bank Guarantee against EMD, signed hard copy of AAI Unconditional Acceptance Letter, Power of attorney/authorization of Tenderer and signed Integrity Pact with original will be evaluated first.
- 20.1.3 The technical bids of eligible Bidders shall only be considered for evaluation.

20.2 Evaluation of Technical bid:

- 20.2.1 AAI shall evaluate the bids to determine whether they are complete, the documents have been digitally signed and the bids are in order.
- 20.2.2 The objective of the evaluation is to select a bidder that can provide the desired service with maximum efficiency and quality and meeting the Technical Specifications defined in Section-D.
- 20.2.3 AAI will determine the responsiveness of each bid to the Bid documents. For purposes of these clauses, a responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. AAI's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as non-responsive will be rejected by AAI.
- 20.2.4 Tenders received and accepted shall be evaluated by AAI to ascertain the complete scope contained in the tender document.
- 20.2.5 Tenders meeting Technical bid criteria as specified herein shall only be informed and considered for opening and evaluation of financial bid. However, tenders not meeting Technical bid criteria shall be informed for not meeting the technical bid criteria.
- 20.2.6 To shortlist technically qualified bidders, the Technical Bids shall be scrutinized by AAI to ensure whether the same are in conformity to Technical specifications as per tender. Bidders shall provide complete information to substantiate compliance of the technical specification listed in the tender. In

case of incomplete compliance statement or inadequate information, tenders shall be finalized on the basis of the information available. It shall, therefore, be in the bidder's interest to give complete and comprehensive technical particulars while submitting the bid.

- 20.2.7 AAI may seek clarification on technical details or any other information deemed necessary. Such queries raised on-line on e-Procurement Portal <https://etenders.gov.in/eprocure/app> shall be replied on-line positively by the bidder, within the time specified, failing which the evaluation shall be done on the basis of the information available.
- 20.2.8 At no cost to AAI, as a part of Technical Evaluation, bidders participating in this tender may be required to demonstrate operational and technical requirements or specifications, at a location considered fit by bidder in consultation with AAI.
- 20.2.9 Bidder should have resources in place, as specified in eligibility conditions. If required, the Technical Evaluation Team may **visit the factory premises of the firm** as well as assess the performance of Airport Surface Friction Tester.
- 20.2.10 If any document submitted in 'Technical Bid' is found to be false or fabricated, EMD shall be forfeited, besides black listing of the bidder.
- 20.2.11 Airports Authority of India reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder.
- 20.2.12 In case of non-compliance to the Technical Specifications as per Section-D of NIT by the bidder, AAI holds the right to terminate the contract without any prejudice manner and forfeit the EMD, Performance Bank Guarantee, besides blacklisting/debarment of the firm.

21. OPENING AND EVALUATION OF THE FINANCIAL BIDS:

21.1 Opening of Financial Bid:

- 21.1.1 Financial Bids of those bidders who qualify in PQQ & Technical bid evaluation shall be opened by AAI on e-Procurement Portal <https://etenders.gov.in/eprocure/app>.
- 21.1.2 No correspondences / representations shall be entertained from the bidders after finalization of technical evaluation of Bids of the Tender.
- 21.1.3 Date of submission and opening of tender can be extended on sole discretion of AAI.

21.2 Evaluation of Financial (Price) Bid:

- 21.2.1 The tenders shall be compared on the basis of overall lowest (L-1) price quoted by the bidders in e-reverse auction.
- 21.2.2 AAI's decision in the evaluation process shall be final and binding on all Bidders.

21.3 Comparison and Evaluation of Tender:

- 21.3.1 Prior to detailed evaluation, the AAI will determine the substantial responsiveness of each Tender document. A substantial responsive Tender is one, which confirms to all the terms and conditions of the Tender.
- 21.3.2 A tender is determined as not responsive, if tender is submitted incomplete, annexures are not filled up, unconditional acceptance letter, power of attorney, and integrity pact not found in proper form, such tenders are liable to be rejected by AAI.

21.3.3 Only those tenderers who are meeting the eligibility criteria spelt out in Notice inviting e-tender and their Cover-1 shall only be opened. The Pre-qualification & technical documents submitted in Cover-1 will be examined and their offer shall be evaluated to determine whether they are complete, meets tender requirements, free from computational errors, whether the data have been properly filled up, and whether the requisite documents as detailed have been submitted in conformity to the Tender specifications, drawings and conditions.

21.3.4 Cover -2 (Financial) of only those tenderers whose documents submitted in Cover-1 are acceptable to AAI will be evaluated.

22. ONLINE REVERSE AUCTION:

22.1 This e-tender shall be decided on the basis of online Reverse Auction after opening of financial bid.

22.2 Bidders whose Technical bids are accepted and are eligible for opening of the financial bids shall only be allowed to participate in Online Reverse Auction.

22.3 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, Reverse Auction (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.

22.4 A detailed process for RA is detailed below: -

22.4.1 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).

22.4.2 The Reverse Auction shall be conducted on the overall tender prices and not on individual components.

22.4.3 Reverse auction will be conducted online with vendors from their own offices.

22.4.4 Reverse auction process will be conducted for a period of one hour where the bidders will be allowed to reduce their prices.

22.4.5 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 bidders can reduce the price during this time.

22.4.6 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.

22.4.7 The number of extensions in RA cannot be restricted. System has the provision to perform auto extension.

22.4.8 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.

22.4.9 ***Minimum decrement:*** Minimum decrement shall be the minimum amount a bidder 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.

- 22.4.10 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.
- 22.4.11 The rates received in the Auction shall be final and shall be inclusive of all costs as per the published BOQ. No extra amount on any count for the published BOQ shall be agreed.
- 22.4.12 ***Elapse Time in Minutes***: System will alert the Bidder that in the time mentioned, the Auction is going to end.
- 22.4.13 Please note that total reverse auction time will be limited as per the date & time specified. No further extension can be granted in any case.
- 22.4.14 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.
- 22.4.15 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. Bidders may contact Helpdesk for the guidance on Reverse Auction process.
- 22.4.16 After selection of L1 bidder (if L1 price is received through Reverse Auction), itemized cost for the successful bidder shall be calculated by the system by reducing the tendered items cost (quoted price as per Schedule) on pro-rata basis. For this purpose, reduction in the overall price from reverse auction is applied on pro-rata basis to each item of Schedule and accordingly contract shall be awarded. **The EMD of bidder who fails to honour his commitment to the Auction price in the bid process shall be forfeited, besides blacklisting the firm.**

23. AWARD OF CONTRACT:

- 23.1 The acceptance of the tender shall be intimated to the successful bidder(s) by AAI through e-Procurement Portal <https://etenders.gov.in/eprocure/app>.
- 23.2 AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.
- 23.3 AAI shall enter into a formal agreement / contract signed between AAI and authorized representative of successful bidder incorporating the agreed terms and conditions of NIT/Tender Document & purchase order, corrigendum if any, clarifications given by bidder against AAI queries.

24. BIDDERS REGISTERED WITH NSIC/MSME OR SEEKING BENEFIT UNDER STARTUP POLICY OF GOVERNMENT OF INDIA:

- 24.1 Any concessions to the bidders registered with NSIC / MSME or seeking benefit under start up policy of Government of India in relevant field shall be applicable as per the directives of Govt. of India, prevalent on the date of acceptance of the bid.
- 24.2 In case a bidder is eligible for any concession / exemption under this clause, self-attested scanned copies of the 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 self-attested scanned copies of the copy(s) of such notification(s).
- 24.3 Purchase preference to Central Public-Sector Undertaking shall be applicable as per the directive of Government of India prevalent on the date of acceptance.

25. REJECTION OF TENDER:

- 25.1 The Financial bids of the bidders who do not qualify in Technical bid evaluation shall not be opened. AAI also reserves the right at its sole discretion not to award any order under the tender. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it.
- 25.2 Tenders, in which any of the particulars and prescribed information is vague, missing or is incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive, and are liable to be rejected. 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, the Performance Bank Guarantee will be forfeited.
- 25.3 The information contained in the tender shall be comprehensive and to the point. The tenders containing information other than sought, with a motive to confuse or delay the finalization process are likely to be rejected.
- 25.4 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.
- 25.5 Should a bidder have a relation or relations employed in the capacity of an officer in AAI, the authority inviting tender shall be informed of the fact along with the offer, failing which AAI, at its sole discretion shall reject the tender or cancel the contract and forfeit the Earnest Money Deposit/ Performance Bank Guarantee.
- 25.6 Bidders shall not try to influence AAI on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to influence AAI in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.
- 25.7 AAI reserves the right to accept or reject any bid, and 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 due to AAI's action on any grounds whatsoever. The documentation submitted by bidders shall not be returned.
- 25.8 The Bidder should not write/quote **NIL** in any of the line item otherwise the tender shall be rejected. In case the bidder does not want to quote any amount for any line item they may quote amount as **00.00** in their financial bid since the range of Bid will be Rs. 00.00 onwards.

26. IMPLEMENTATION OF INTEGRITY PACT (IP):

- 26.1 Signing of Integrity Pact (***Annexure -IX***) is mandatory for every bidder participating in this tender and the contractee who is awarded the work. The Pact signed on each page by the person authorized by bidder/sub-contractor/associate to sign the bid for submission or the person authorized to sign the contract on behalf of successful bidder shall be submitted by the bidder in PQ/Technical bid along with EMD and be enclosed with the agreement by the contractee
- 26.2 IP shall be signed on **plain papers**, which is pre-signed by tender issuing authority / contract signing authority as per ***Annexure –IX***. **Updates with regard to Integrity Pact may please see on AAI website by following the access path Vigilance > Vigilance Events > Integrity Pact.**
- 26.3 All sub-contractor/associates (Indian Associate) whose contribution in the project is Rs. 2.5 crores or above shall sign Integrity Pact with the Authority after the work is awarded to the successful bidder. All bidders shall inform their sub-contractors/associates accordingly.

- 26.4 A person signing IP shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.
- 26.5 The Independent External Monitors (IEMs) for this work shall be **Mr. J.K. Khanna, IPS (Retd.)**, E-mail: jkkhannaips@yahoo.com, Phone No. – 9810940403 / 0120 - 4322330 and **Mr. R. Ramanujam, IAS (Retd.)**, E-mail: raamaanuj@gmail.com, Phone No. – 044-24642545 / 9495511954 / 9444861953. All correspondences regarding implementation of Integrity Pact should be made preferably through E-mail. **“No Bid procedure related query shall be referred to independent External Monitors (IEMs)”**.
27. AAI Reserves the right to verify the credential submitted by the bidder at any stage (before or after the award of work). If at any stage, any information / documents submitted by the bidder is found to be incorrect / false or have some discrepancy which disqualifies the bidder then the AAI shall take the following action:
- i. Forfeit the EMD and Performance Bank Guarantee submitted by the bidder.
 - ii. The bidder shall be liable, for debarment from the tendering in AAI, apart from any other appropriate contractual / legal action.
28. If the entity participating in any of the bidders is a private or public limited company, partnership firm or proprietary firm and any of the Directors / Partner / Proprietor of such company is also a director any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed to participate in AAI tenders. If it is established, at any point of time, before or after the award of work, the contract shall be immediately terminated and bidder shall be liable to be blacklisted and Performance Bank Guarantee submitted along with the tender shall be forfeited absolutely.
29. **Address for Correspondence:**
All completed tender documents for verification and enquiries regarding clarification/ interpretation in connection with this tender, other than e-tendering procedures & Technical support, shall be addressed to:

Jt. General Manager (Technical)
Airports Authority of India
AAI Office Complex, Safdarjung Airport,
New Delhi – 110003, India
Telephone No. +9111 2463 2978
Extension No. +91 11 24343365
e-mail: smurali@aai.aero

GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 DEFINITION OF TERMS:

- a) **Authority:** "Authority" shall mean the Chairman, Airports Authority of India.
- b) **Consignee:** "Consignee" means where the stores are required by the agreement /acceptance of tender to be despatched by rail, road, air or steamer, the portion specified in the agreement/acceptance of tender to whom these are to be delivered at the destination, where the stores are required by the agreement /acceptance of tender to be delivered to a person as an interim consignee for the purpose of despatch to another person, such other person, and in any other case the person to whom the stores are required by the agreement/acceptance of tender to be delivered in the manner therein specified.
- c) **Contract:** "Contract," means the invitation to tender, instructions to bidders, tender, agreement/acceptance of tender particular and the general and special conditions specified in the acceptance of tender and include a repeat order, which has been accepted or acted upon by the contractor.
- d) **Codes:** "Codes" shall mean applicable codes of the country of origin of equipment and India.
- e) **Delivery:** "Delivery" shall mean stores to be supplied in finished and completely ready-for-use condition. The delivery shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of the Inspector, to
 - i. The consignee at his premises or
 - ii. Where so provided the interim consignee at his premises.
 - iii. A carrier or other person named in the contract as an interim consignee for the purpose of transmission.
 - iv. The consignee at the destination station in case of contracts stipulating for delivery of stores at destination station.
- f) **Completion:** "Completion of work" i.e. supply of equipment in good condition at site.
- g) **Inspector:** "Inspector" shall mean the authorized representative of the purchaser to act as Inspector for purpose of this contract.
- h) **Material:** "Material" means anything used in the manufacture or fabrication of the stores.
- i) **Technical specification includes-**
 - i. Specification
 - ii. Drawings
 - iii. Pattern bearing the seal and signature of the Inspector (herein after called sealed pattern), which shall also include a certified copy thereof sealed by the purchaser for the guidance of the Inspector.
 - iv. Sample sealed by the purchaser for the guidance of the inspector (herein after called the certified sample), which shall include a certified copy thereof sealed by the purchaser for the guidance of the inspector.
 - v. Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standards Institute or other standardizing authority or a general standard of the Industry.
 - vi. Proprietary mark or brand means the mark or brand of a product, which is registered by an industrial firm.
 - vii. Any other details governing the construction, manufacture or supply of stores as may be prescribed in the contract.
- j) **Purchaser:** "Purchaser" shall mean the Airports Authority of India which term also includes their successors in law.
- k) **Contractor:** "Contractor" shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successor of such firm or company and the permitted assigns of such individual or firm or firms or company.
- l) **Engineer/Technical-in-Charge:** "The Technical-in-charge", means the GM/Jt.GM /Dy. GM/Asst.GM/ Sr. Manager/ Manager/Asst. Manager/JE (Technical / MM) who shall supervise and be in charge of the work at each site.

- m) **Work:** The expression "works" shall unless be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- n) **Site:** The "Site" shall mean the land and /or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- o) **Test:** "Test" shall mean such that or tests as are prescribed in specifications to be made by the purchaser or his nominee, after assembly ex-works before the equipment is taken over by the purchaser.
- p) **Performance of work:** The work shall be performed at the place or places named in the contract or at such other place or places as may be approved by the purchaser.
- q) **Stores:** "Stores" means the goods specified in the schedule, which the contractor has agreed to supply under the contract.
- r) **Writing:** "Writing" shall include any manuscript, type-written or printed statement under/over signature or seal of either of the parties as the case may be.
- s) **Operation:** "Operation" shall include conducting of test for measurement of friction values of the runways/taxiways of airports and its associated works by employing ASFT and manpower as per the instructions of AAI.
- t) **CAMC:** "CAMC" means all-inclusive Comprehensive Annual Maintenance Contract of the equipment which includes preventive, routine and break down maintenance including supply of all spares, 04 Nos. friction measuring tyres per ASFT per year during the currency of contract and consumables etc. but excluding fuel & diesel exhaust fluid and ensuring satisfactory working condition of the equipment.

2.2 AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR:

A person signing the tender or any other documents in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the purchaser may, without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of purchase of the equipment at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

2.3 ADDRESS OF THE PARTIES AND NOTICES AND COMMUNICATIONS:

- 2.3.1 For all purposes of the contract, including arbitration there under the addresses of the parties mentioned above shall be the addresses to which all communications shall be sent, unless the parties have notified a change by a separate letter containing no other communication and sent by registered post acknowledgment due. The parties shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid.
- 2.3.2 Any communication or notice on behalf of the purchaser, in relation to the contractor may be issued to the contractor by purchaser and all such communication and notices may be served on the contractor at his notified address either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the purchaser.

2.4 SUFFICIENCY OF TENDER:

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities or in bills of quantities which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

2.5 PERFORMANCE BANK GUARANTEE:

2.5.1 Performance Bank Guarantee for Supply and Commissioning:

- a) The performance guarantee is intended to secure the performance of the entire contract (supply & commissioning of equipment). However, it is not to be construed as limiting the damages stipulated in any other clauses of this contract.
- b) The successful bidder awarded with the work is required to submit Performance Guarantee (PBG) which shall be furnished within **30 days from the date of issue of Purchase Order**. In case the contractor fails to deposit PBG within the stipulated period, no payment for the work done in r/o first running account bill will be released to the contractor until submission of PBG. Moreover, **interest @ 12% per annum on Performance Bank Guarantee amount** would be levied (**Non-refundable**) for delayed period of submission and shall be deducted from the first bill payable to the contractor. **The Performance Bank Guarantee shall be submitted in the form of irrevocable Bank Guarantee of an amount of 03% (Three Percent) of the supply cost of 08 Nos. ASFTs (including GST)** as per format given as *Annexure-V(a)* from a Scheduled Commercial Bank (as per RBI schedule), having office in India.
- c) The performance Bank Guarantee shall remain valid for 90 days beyond the date of completion of all contractual obligations of the supplier, including Guarantee/Warranty (Defect Liability) period obligations (**i.e. Guarantee/Warranty (Defect Liability) period will be reckoned from the date of commissioning of the last ASFT i.e. 08th ASFT**). If the agency fails, to extend the validity of the Performance Bank Guarantee, the same can be encashed by AAI.
- d) In case, the successful bidder fails to submit performance bank guarantee within 60 days of the issue of the Purchase Order, AAI reserve the right to forfeit the EMD and cancel the order.
- e) The Performance Bank Guarantee will be forfeited and credited to the accounts of AAI in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after duly performance and completion of the contract in all respects, after 90 (Ninety) days of completion of all such obligations including the Guarantee/Warranty under the contract.
- f) The agency shall advise the branch of the bank, issuing Bank Guarantee, to send the original Bank Guarantee directly to the Airports Authority of India (AAI) under Registered post (A.D.). However, in exceptional cases, where the guarantee is to handed over directly to the AAI for any genuine reasons, the branch shall immediately send by Registered Post (A.D) an unstamped duplicate copy of the guarantee directly to the AAI with a covering letter with request to compare the same with the original received from their customer and confirm that it is in order. The agency shall also advise the issuing bank branch to incorporate the address etc. of the Regional/Controlling Branch of the issuing branch in a suitable space in the Bank Guarantee. The A.D. card shall be kept with the loan papers of the relevant guarantee.
- g) The agency shall also advise the issuing bank branch that whenever any letter is issued by AAI to the Concerned Bank Branch, for confirmation of having issued the Guarantee, Branch must send the confirmation letter to the concerned authorities promptly without fail.
- h) No other form of Performance Bank Guarantee than the above shall be acceptable.

2.5.2 Performance Bank Guarantee for Operation & CAMC (Comprehensive Annual Maintenance Contract):

Performance Bank guarantee for Operation & CAMC shall be submitted to the Technical-in-charge of respective Consignee Airport/Region, as per format given as *Annexure-V(b)* from any scheduled Commercial Bank (as per RBI schedule), having office in India, for the values given below:

- (a) Bidder shall submit separate Performance Bank Guarantee (PBG) **for each equipment, for a value equal to 3% (Three percent) of the total contract amount for Operation & CAMC** of equipment (including GST) at respective Consignee Airports/Regions and this PBG shall be valid for 90 days

beyond the scheduled date of completion of Operation & CAMC period {i.e. validity shall be for 120 months + 90 days}. The bidder shall ensure that this Bank Guarantee is submitted at respective consignee Airport/ Regions before 30 days of commencement of Operation & CAMC of equipment at respective consignee Airport/ Regions.

- (b) In case the bidder fails to submit the PBG for Operation & CAMC within stipulated period, interest at 12% p.a. on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from the first bill payable to the Contractor. In case, successful bidder fails to submit performance bank guarantee within 60 days of stipulated period, AAI reserves the right to forfeit the PBG for Supply and Commissioning and cancel the order for Operation & CAMC. Besides this, action may also be initiated for blacklisting/debarring the firm
- (c) The format for Performance Bank Guarantee towards Operation & CAMC shall be as per *Annexure-V(b)*. No other form of Bank Guarantee towards Operation & CAMC shall be acceptable to AAI.
- (d) The PBG submitted for Operation & CAMC of ASFTs shall be released 90 days after satisfactory completion of Operation & CAMC period, without any interest.
- (e) If the contractor fails to furnish PBG against Operation & CAMC in the above referred form within the stipulated period, it shall be lawful for the purchaser to recover the amount from the running bills payable to the contractor for the executed work, if required.

2.5.3 The performance bank guarantee submitted initially towards supply and commissioning will be released 90 days after satisfactory completion of Guarantee/Warranty period, without any interest.

2.5.4 No interest will be paid by AAI on any of Performance bank guarantees.

2.5.5 If the Contractor fails to furnish PBG in the above forms, the Purchaser is entitled to: -

- (i) Forfeit the EMD.
- (ii) Cancel the contract or any part thereof and execute or authorize to execute the work at the risk and cost of the contractor.

2.5.6 Verification of Bank Guarantees:

- a) Vendors shall ensure that Bank Guarantees shall be submitted to AAI directly by the issuing bank under Registered Post / Registered (A.D.) / Speed Post.
- b) The submission of BG shall be in accordance with the *Annexure V(a)* for supply and commissioning at AAI, CHQ & *Annexure V(b)* for Operation & CAMC at respective Consignee Airport/Region and *Annexure-VII* (for EMD submitted in form of BG) at AAI, CHQ of the tender document.
- c) The BG shall contain the name, designation and code number of the Bank officer(s) signing the guarantee(s); The BG shall contain the address and other details (including telephone no.) of the controlling officer of the controlling bank from the branch of the bank issuing the BG) for online verification of BG.

2.5.7 Verification through SFMS of ICICI Bank:

- a) Verification of Bank Guarantees submitted by Bidders to AAI will be done through Structured Financial Messaging System (SFMS) of ICICI bank.
- b) While submitting the documents to BG issuing bank, the vendor/customer/concessionaire will also submit letter to the issuing bank as per the format mentioned in the *Annexure-XXII*.

- c) Based on the above inputs from the vendor, the BG confirmation message through SFMS will be triggered to the beneficiary bank i.e. ICICI bank and on the basis of unique identifier code, the BG confirmation mail will be received in the designated email ids issued to the respective units of AAI.
- d) Successful bidder/vendor shall submit the Original BG document along with copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.
- e) In order to view online, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) IFN 767COV (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.
- f) In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below field, BG confirmation through online portal would not be updated.
- g) Please note that the issuing bank while issuing/amending the BG, should ensure that the unique identifier code of AAI is correctly captured in the message i.e. IFN 760COV/ IFN 767COV. Bank Details of AAI is provided below:
- h) Vendor / successful bidder shall submit BG(PBG/BG-SD/DBG/EMD) in accordance with the bank details as indicated below:

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

2.6 SIGNING OF CONTRACT:

The successful bidder / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the date of issue of purchase order sign the contract consisting of the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof with any correspondence leading thereto. The format of Agreement shall be as per **Annexure-XI**. No payment for the work done will be made unless contract in form of agreement is signed by the contractor.

The contractor shall enter into the supplementary agreement at respective consignee Airport/Region within 15 days before the commencement of Contract for Operation & CAMC. The format of supplementary agreement is enclosed and shall be as per **Annexure-XIV**. No payment for the work done will be made unless contract in form of supplementary agreement for Operation & CAMC is signed by the contractor.

2.7 TIME IS THE ESSENCE OF THIS CONTRACT:

- 2.7.1 The time and date of completion of the supply as stipulated in the Purchase Order accepted by the supplier with or without modification, if any and so incorporated in the Purchase Order shall be deemed to be the essence of the contract. The contractor shall so organize his resources and perform his work to complete it not later than the date agreed to.
- 2.7.2 The contractor shall submit a detailed Bar Chart **within 30 days from the date of issue of Purchase Order** indicating activities with dates covering various key phases of procurement such as manufacturing of prototype, prototype inspection, Pre-Dispatch Inspection/Factory Acceptance Test, despatch of equipment, Delivery of the equipment at site etc. The contractor shall discuss the Bar Chart so submitted with purchaser

and the same after revision by the Purchaser, if any, shall be reviewed. Further, in case of any delay in execution or change in the schedule of the activities in respect of earlier submitted schedule in the Bar Chart, the contractor shall re-submit the Bar Chart with revised schedule of activities.

2.8 CHANGE IN QUANTITY & VARIATION IN PRICES:

- 2.8.1 AAI may change the quantity or part thereof to be supplied by **± 30% of the Tendered quantity (measurable)** but within the overall deviation limit of 30% of the contract value during currency of the contract.
- 2.8.2 AAI may purchase extra items, substitute items as per site requirements up to overall limit of 30% of the contract value.
- 2.8.3 Prices quoted shall **remain firm & fixed** and no escalation due to any reason other than statutory variation will be allowed during the currency of the contract.

2.9 TRANSPORTATION AND INSURANCE:

- 2.9.1 The contractor shall arrange, secure and maintain transit insurance policy beneficiary being AAI for inland transportation as may be necessary and for all such amounts to protect his interest and the interest of the purchaser against the risk as detailed herein.
- 2.9.2 The risk that are to be covered during the complete insurance period, shall include loss or damage during transit, theft, pilferage, riot, civil commotion where conditions exist, accidents of all kind, fire etc. The scope of insurance shall cover the entire value of the equipment from time to time.
- 2.9.3 In addition to the sub clause no. 2.9.1, the contractor at his own cost shall also arrange for Comprehensive insurance policy against each ASFT supplied for beneficiary being AAI having validity for a minimum period of 01 year covering loss, damage, theft, pilferage, riot, civil commotion, accidents of all kind, fire etc. where conditions exist.
- 2.9.4 Any loss or damage to the equipment due to under handling, transportation, till such time the equipment is delivered to the consignee shall be to contractor's account. The contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of equipment damaged or lost. The contractor shall provide the purchaser with a copy of the insurance policy and documents taken out by him in pursuance of the contract. Such copies of the documents shall be submitted to the purchaser immediately after such insurance coverage.
- 2.9.5 AAI reserves the rights to make own arrangement of shipping and insurance.

2.10 TAXES AND DUTIES:

- 2.10.1 The contractor shall comply with all applicable provision of Goods and Service Tax (GST) levied by union Government and state Government (CGST, UTGST, SGST and IGST). The contractor shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the taxes, duties, levies & Cess, etc.
- 2.10.2 All tendered rates should be inclusive of all taxes, duties but exclusive of GST. The GST shall be paid to the successful bidder for all taxable supply / services against a valid tax invoice.
- 2.10.3 The successful bidder is required to provide rate, amount, Type and percentage of GST applicable so as to enable AAI to claim input tax credit on such items/ services.

2.10.4 In case of change in rate of GST or any provision relating to levy of GST resulting in increase in burden of GST on the contractor, the contractor shall be entitled to receive any compensation for such increase in quantum of GST payable by the contractor. Similarly, recovery shall be made from the contractor on account of decrease of rate of Tax or any provision relating to levy of GST. If supplies are delayed for reasons attributed to the suppliers, the increase rate of statutory taxes shall be borne by the supplier. However, any benefit accruing due to decrease in statutory taxes shall be passed on to AAI.

2.10.5 The Bidder shall have to submit the undertaking on account of GST input credit as per *Annexure-X*.

2.11 TERMS OF PAYMENT:

2.11.1 For supply and commissioning of ASFTs:

2.11.1.1

i) 60% of Basic Cost (incl. GST) for supply of items against proof of dispatch and submission of following documents.

- Original invoice + two Copies
- Itemized Packing List + two copies
- Certificate of Factory Acceptance Test (if done by AAI) or QC issued by QC Department of Supplier
- Proof of Dispatch

ii) 10% of Basic Cost (incl. GST) and 100% of freight & insurance charges (as per actual restricted to quoted rate) including GST against receipt of goods at site in good condition (without any damage) and submission of following.

- Documentary proof / Invoice raised by the actual service provider (Insurance firm).
- Documentary proof / Invoice raised by the actual service provider (Freight operator)/ Self-certificate from contractor stating that ASFTs have been transported by engaging the manpower by the contractor.
- Site acceptance certificate of goods received at site in good condition (without any damage) as per format (Section-F).

iii) Balance 30 % of Basic Cost (incl. GST) for supply of items will be released on submission of following:

- Certificate in respect of receipt of Bank Guarantee for Operation & CAMC and deployment of manpower (01 No. driver operator cum technician & 01 No. helper per ASFT) at respective airport as per format (Section-G).
- Training Certificate as per *Annexure-XIII*
- Price list of complete spares, components, accessories etc.

2.11.1.2 Payment would be released after adjusting any dues / withholdings / recoveries towards liquidated damages / compensation for delay, if any which the firm might have rendered them liable as per provision of contract. The payment of the transportation and transit insurance charges shall be made as per actual on production of the documentary proof / invoices raised by the actual service provider(s) in name of supplier subject to maximum as per approved tendered rates after receipt of equipment at site.

2.11.1.3 Recoveries as applicable shall be made in case of deliveries of wrong equipment in place of the equipment as per the dispatch instructions, including all applicable duties and taxes. In the event of rejection of non-conforming goods, the contractor shall be allowed to replace the non-conformities

within the specified time. If the contractor fails to do so within the specified time, the AAI shall have the right to invoke the Performance Bank Guarantee.

2.11.2 For Operation & Comprehensive Annual Maintenance Contract (CAMC) of ASFTs:

- i) Monthly payment by each consignee/Airport Director/In charge -Airport shall be made in terms & condition of Section-C1 for Operation & CAMC of ASFT to the contractor.
- ii) Engineer-In-Charge reserves the right to release / hold the partial payment depending on the completed or uncompleted operations/activities & deduct the charges against Operations & CAMC based on Service Level Agreement (SLA) as per Section-C3.

2.12 PAYING AUTHORITY:

- 2.12.1 The Paying Authority shall be General Manager (Finance) / Jt.GM / DGM (Finance), Airports Authority of India, R G Bhawan, New Delhi 110 003 or GM / Jt. GM / DGM (Finance) of Metro Airports or GM / Jt. GM / DGM (Finance) of RHQs or Jt. GM / DGM / AGM / SM (Finance) of Airports as the case may be.
- 2.12.2 If contractor overdraws any amount from the AAI by any mistake whatsoever, he shall be required to refund the excess drawn amount immediately and in addition will have to pay interest to Airports Authority of India @ 1.5 % (one and half percent) per month or part thereof for the period that elapses between the date of drawl and date of receipt in AAI's account in their bank.
- 2.12.3 All further payments under the contract shall be made as stipulated in the supply order. The payment linked with dispatch of material shall only be made after production of all dispatch documents as specified in the relevant contract conditions.

2.13 TITLE:

The title to the goods shall pass on to the AAI as soon as the goods are placed on board in a fully packed condition. The title passes without prejudice to the right of the AAI to reject the goods at the time of taking over if they are not in accordance with the contract conditions.

2.14 MODE OF DESPATCH:

The seller shall consign the goods as per requirements of goods and fully insured. The goods thereafter should be dispatched to the addresses specified in the supply order in proper condition and fully insured.

2.15 COMPENSATION FOR DELAY:

- 2.15.1 AAI reserves the right to cancel the order wholly or in part without any liability to pay cancellation charges and encash the Performance Bank Guarantee in full absolutely, in case of failure by contractor to initiate and affect any delivery even after lapse of delivery period or extended delivery period as accepted by AAI.
- 2.15.2 A sum equivalent to 0.5 (half) per cent per week for the price of uncompleted portion / activity of contract cost executed / completed beyond delivery & commissioning schedule (As defined in Clause 3.2 of Section-C) shall be recovered as liquidated damages. The total liquidated damages shall not exceed 10 (Ten) per cent of the value of delayed goods. The liquidated damages shall be calculated on the base cost without the Govt. taxes and duties.
- 2.15.3 GST, as applicable shall be recovered in addition to the LD.

- 2.15.4 The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this contract or any other contract with the AAI.

2.16 EXTENSION OF TIME:

In case of Delivery Schedule originally agreed upon by AAI and contractor, not being adhered to by the supplier, the following procedure shall be applicable: -

- (a) If the contractor desires an extension of time for completion of the work on the ground of having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the officer placing the Purchase Order on account of which the contractor desires such extension as aforesaid.
- (b) AAI may extend the delivery period without Liquidated Damages if the reasons given by the contractor are found justified. Otherwise delivery period will be extended with levy of Liquidated Damages as specified under clause 2.15.

2.17 DEDUCTIONS FROM CONTRACT PRICE:

All costs, damages or expenses that the AAI may have paid, for which under the contract the Contractor is liable, will be claimed by the Purchaser from the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the AAI may then deduct the amount, from any money due or becoming due to him from the Contractor under the contract or may be recovered by actions of law or otherwise.

2.18 FORCE MAJEURE CLAUSE:

- 2.18.1 AAI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed therein being followed.
- 2.18.2 Force majeure means unexpected circumstances such as an act of God (any natural calamity like earthquakes, floods, storms, etc.); acts of states; act of war (declared or un declared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage; any hostilities, national emergencies, civil commotions, agitations, boycott, strikes etc. (only those which exceed a duration of ten continuous days) that can prevent the contractor from fulfilling their obligation under the contract.
- 2.18.3 The Contractor's right to an extension of the time limit (not exceeding the period during which relative performance was affected by the Force majeure Event) in above mentioned cases is subject to the following procedures:
- a) The firm / contractor has to inform AAI in writing (give notice) of Force Majeure (FM) as soon as it occurs (not later than 10 days) requesting for extension of time. The Force Majeure cannot be claimed ex-post facto.
 - b) Notice shall include nature, time of occurrence and extent of force majeure event. Contractor shall produce 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. Notice shall also include the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage.
 - c) Contractor proves that the said conditions have actually interfered with the carrying out of the Contract.
 - d) Contractor proves that the delay occurred is not due to his own action or lack of action.

- 2.18.4 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.
- 2.18.5 The Contractor shall use all reasonable endeavours, acting as a reasonable and prudent person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Contractor claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.
- 2.18.6 The Contractor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.
- 2.18.7 The Contractor shall notify AAI when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance of its obligation under this Agreement as soon as possible after such termination or abatement and upon resumption shall notify AAI of the same in writing.
- 2.18.8 **Costs:** Each party shall bear its costs, if any, incurred as a consequence of the Force majeure Event.

2.19 PATENT RIGHTS AND ROYALTIES:

Royalties and fees for patents covering materials, articles apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made or any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the AAI indemnified in that regard. The contractor shall at his own cost and expenses, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works and in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the AAI, the same shall be defended at the cost and expenses of the contractor who shall also satisfy, comply any decree, order, order of award made against the AAI. But it shall be understood that no such machine, plant work material or thing has been used by the AAI for any purpose or any manner other than that for which they have been furnished and installed by the contractor and specified under these specifications. In the event of any apparatus or equipment or any part there of furnished by the contractor is in such suit or proceeding held to constitute infringement, and its use is enjoined, the contractor shall, at his option and at his own expense, either procure for the AAI, the right to continue use of said apparatus infringing apparatus or modify it, so it becomes non-infringing.

2.20 TERMINATION OF CONTRACT AT AAI'S INITIATIVE:

- 2.20.1 The AAI reserves the right to terminate the contract either in part or in full due to the reasons other than specified herein. The AAI shall in such an event give 15 days notice in writing to the contractor of his decision to do so.
- 2.20.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the AAI, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the AAI in maintenance, erection, and disposition of the works acquired under the contract by the AAI.

2.21 DISPUTE RESOLUTION:

- 2.21.1 Any dispute, differences or controversy of whatever nature, howsoever, arising under, or out of, or in relation to this agreement (including the interpretation) between the parties, and so notified by either party to the other party shall in the first instance be attempted to be resolved amicably between the parties.

- 2.21.2** To avoid escalation in time, cost and unpleasantness resulting from disputes or differences, AAI provides a Dispute Resolution mechanism in the form of Dispute Resolution Board / Committee for a suitable resolution.
- 2.21.3** When the disputes could not be resolved through the Dispute Resolution Committee, the Arbitration clause may be invoked.
- 2.21.4** The Contractor shall be entitled for invoking the arbitration clause only after exhausting the remedy available under the Dispute Resolution Mechanism.
- 2.21.5** If the parties fail to reach a resolution as above, either party shall be able to start arbitration proceedings under the Indian sellers as per the Indian Arbitration and Conciliation Act, 1996 and Changes and amendments to the Act in 2015 after following the due procedure. The venue of Arbitration shall be New Delhi, India. The arbitration award 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.

2.22 Dispute Resolution Mechanism and Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instruction here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) If the contractor considers any work demanded of him to be outside the requirement of the contract, or disputes any drawing, record or decision given in writing by the Engineer-In-charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed such party shall promptly within 15 days of the arising of the disputes request the Executive Director (Tech.)/Regional Executive Director/Member (Ops.) /Chairman, AAI as the case may be, who shall refer the dispute to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any, in respect of each such disputes. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for written response, and give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from the Executive Director (Tech.)/Regional Executive Director/Member (Ops.) /Chairman, AAI. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate / legal counsel etc.

If the Dispute Redressal Committee (DRC) fails to give its decision within aforesaid period or any party is dis-satisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Executive Director (Tech.)/Regional Executive Director/Member (Ops.) /Chairman, AAI as the case may be for appointment of Arbitrator on prescribed proforma as per **Annexure-XXVI** under intimation to the other party.

It is also a term of contract and each party invoking Arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking Arbitration.

The Executive Director (Tech.)/Regional Executive Director/Member (Ops.) /Chairman, AAI shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for

arbitration or of receipt of request by Engineer in Charge to Executive Director (Tech.)/Regional Executive Director/Member (Ops.) /Chairman, AAI for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator, who shall act as the presiding arbitrator. In the event of:

- a. A party fails to appoint the second arbitrator, or
 - b. The two appointed arbitrators fail to appoint the Presiding Arbitrator, then Member (Plg) / Chairman, AAI shall appoint the second or Presiding Arbitrator as the case may be.
- ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having Sole Arbitrator where tendered amount is Rs. 300.00 Cr or less. Where tendered value is more than Rs. 300.00 Cr., Tribunal shall consist of three arbitrators as above. The requirements of the arbitration and the conciliation act, 1996 (26 of 1996) and further modified Act in 2015 and any further statutory modifications or reenactment thereof and the rules made thereunder and for the time being in force shall be applicable.

It is a term of this contract that the party invoking Arbitration shall give a list of disputes with amounts, claimed, if any, in respect of each such disputes along with the notice for appointment of Arbitrator and giving reference to the decision of the DRC.

It is also term of this contract that any member of Arbitration Tribunal shall be a graduate engineer with experience in handling public works, engineering contracts at a level not lower than Chief Engineer. This shall be treated as mandatory qualification to be appointed as Arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the Appointing Authority, the Arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each disputes and claim referred to him and in all cases where the total amount of the claims by any party exceed Rs. 1,00,000/-, the Arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The place of the arbitration shall be New Delhi, India.

2.23 DEFECT AND JURISDICTION OF CONTRACT:

- 2.23.1 The contract shall be considered as having come into force from the 15th day from the date of issue of letter of the award of the contract by the AAI.
- 2.23.2 The law applicable to this contract shall be the law enforceable in India. The Honourable Courts of Delhi shall have exclusive jurisdiction in all matters arising under this contract with respect to Supply of equipment.
- 2.23.3 The Honourable Courts of State / District shall have exclusive jurisdiction in all matters arising under this contract with respect to Operation & CAMC of equipment.

2.24 TRAINING, INSTRUCTIONS MANUALS AND SPARE PARTS:

- 2.24.1 The contractor shall provide free of cost training for operation and maintenance of ASFT to AAI officials as per clause 3.12 of Section-C.
- 2.24.2 The contractor shall submit Instruction Manuals, Workshop Manual, Part catalogue in digital form/ hard copy along with essential tool set with each ASFT.

2.25 DEFENCE OF SUITS:

If any action in court of law is brought against the AAI or an officer of agent of the AAI for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence of the part of the contractor, his agent, representatives or his sub-contractors, workman, suppliers or employees, the contractor shall in all such cases indemnify and keep the AAI and/or his representative, harmless from all losses damages expenses or decrees arising out of such action.

2.26 SUPPLY TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS, ETC:

The contractor shall execute the whole & every part of the work in the most substantial and workman like manner and both as regard materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Technical-in-charge.

2.27 TESTING AND INSPECTION OF AIRPORT SURFACE FRICTION TESTER:

2.27.1 Stages of Inspection:

a) PROTOTYPE:

Documents to be submitted by the successful bidder before producing the same for prototype inspection:

Subsequent to the placing of Purchase Order to the successful bidder, it is required to submit one set of hard copy along with soft copy of complete Technical literature, brochures, design, drawings etc. along with OEM Certificate & supporting documents complying relevant applicable standards such as ICAO, FAA etc. as mentioned in **Section-D** including all accessories and any other essential aspects related with the offered ASFT in conformance to the Technical Specifications compliance sheet (**Section-D**) uploaded in CPP Portal, before 02 (two) months of scheduled prototype inspection for necessary approval by AAI.

Prototype shall be developed for proving the performance of equipment before production of given quantity. Prototype shall be inspected as per **Section-E**. The contractor shall intimate AAI after rectification of any shortcoming / suggestion in terms of NIT or operational requirement as brought out by AAI inspection team during inspection of prototype. After getting satisfactorily report AAI will intimate the manufacturer for mass production of ASFT.

In case of non-compliance of Technical Specifications and Operational Performance as per Section-D of NIT, AAI holds the right to terminate the contract without any prejudice manner and forfeit the Performance Bank Guarantee, besides blacklisting of the firm.

- b) **FACTORY ACCEPTANCE TEST (FAT)/PRE-DISPATCH INSPECTION:** Inspection team will inspect each ASFT offered for inspection in India as per **Section-E**.

- c) **SITE ACCEPTANCE TEST (SAT):** Each ASFT will be visually inspected for any physical damage before taking over as per **Section-F**.

2.27.2 Facilities for Test and Examination: The contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the technical specifications attached to this tender document. The Inspector/Purchaser shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection or work or any part thereof or any material at his premises or at any other place specified by the Inspector/Purchaser and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Inspector a similar right.

2.27.3 Cost of Inspection: The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspector/Purchaser may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. In case of Inspection by Airports Authority of India appointed officers, the cost of traveling, boarding & lodging, of AAI Inspecting officer(s) to the site of inspection shall be borne by AAI. In case, however the inspection needs to be repeated for the same lot or part thereof due to failure during first inspection then all expenditures towards third party inspection or all expenditure including traveling, boarding & lodging of AAI Inspecting officer(s) for the repeat inspection will be to the account of contractor. If the contractor fails to comply with the conditions aforesaid, the Inspector/ Purchaser shall, in his sole, judgment be entitled to remove for test and examination all or any of the equipment manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the contractor shall bear the cost of transport and for carrying out such tests elsewhere. A certificate in writing of the Inspector/Purchaser that the contractor has failed to provide the facilities and the means, for test, inspection and examination shall be evidence of such failure.

2.27.4 Delivery of Stores for Test: The contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspector/Purchaser may specify such equipment as he may require.

2.27.5 Method of Testing: The Inspector shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

2.27.6 Inspector's Authority to certify performance:

The Inspector shall have the power:

- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.
- b) To reject any equipment or parts submitted as not being in accordance with the specification;
- c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

2.27.7 Consequence of rejection:

If equipment or its part thereof, being rejected by the inspector or purchaser, the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the AAI shall be at liberty to:

- a) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
 - b) Purchase/execute or authorize the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the AAI which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
 - c) Cancel the contract and purchase/execute or authorize the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the AAI, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (b) above or this clause the provision of delivery clause applies as far as applicable.
- 2.27.8 **Inspector's decision as to rejection final:** The Inspector's decision as regards the rejection shall be final and binding on the contractor.
- 2.28 INSPECTION / TESTING AND INSPECTION CERTIFICATE:**
- 2.28.1 The AAI or his authorized representative or third party shall carry out pre-dispatch Inspection in maximum 02 (two) lots of ASFT at the factory premises of the contractor.
- 2.28.2 The contractor shall give 15 days' written notice of any equipment being ready for inspection/testing. Such inspection/tests shall be to the contractor's account except for the expenses by the Inspector.
- 2.28.3 The Inspector shall within 15 days from the date of inspection give notice in writing to the contractor of any objection to any equipment and workmanship, which in his opinion is not in accordance with the contract. The contractor shall give due consideration to such objections and shall either make the modification that may be necessary to meet the said objections or shall confirm in writing to Inspector that no modifications are necessary to comply with the contract.
- 2.28.4 When the FAT/Pre-Dispatch has been completed at contractor(s) work, the Inspector shall issue a certificate to this effect within 15 days after completion on inspection/test. But if the tests are not witnessed by the Inspector, the certificate shall be issued within 15 days of the receipt of contractor's test certificate by the Inspector. Failure of the Inspector to issue such certificate shall not prevent the contractor from proceeding with the works.
- 2.28.5 Inspection by Inspector and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the contractor.
- 2.28.6 **Notification of result of inspection:** Unless otherwise provided in the specification or schedule, the examination of the equipment or parts will be made as soon as practicable after the same have been submitted for inspection, and the result of the examinations will be notified to the contractor.
- 2.28.7 **Removal of Rejections:**
- a) Any equipment or parts for inspection at a place other than the premises of the contractor and rejected shall be removed by the contractor subject as herein after provided within fourteen days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the contractor at the time when such letter would be in the course of ordinary post reach the contractor. It shall be competent for the Inspector to call upon the contractor to remove what he considers to be dangerous, infected or perishable equipment or parts within 48 hours of their receipt of such intimation.

- b) Such rejected equipment or parts shall under all circumstances lie at the risk of the contractor from the moment of such rejection and if such equipment or parts are not removed by the contractor within the period aforementioned, the Inspector may either return the same to the contractor at his and by such mode of transport as the Purchaser or Inspector may select, or dispose of such equipment or parts at the contractor's risk on his account and retain such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The AAI shall also be entitled to recover handling and storage charges for the period during which the rejected equipment or parts are not removed.

2.28.8 Rejection of Defective Equipment:

If the completed equipment/work, or any portion thereof, before it is taken over hereof be defective or fails to fulfill the requirements of the contract, the Inspector shall give the contractor notice setting for, in details, of such defects or failure and the contractor shall forth with make the defective equipment/good or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time the AAI may reject and replace at the cost of the Contractor, the whole or any portion of the equipment/work, as the case may be, which is defective or fails to fulfill the requirements of the contract. Such replacement shall be carried out by the AAI within reasonable time and at a reasonable price and where reasonably possible to the same particulars and under competitive conditions. The contractor's full and extreme liability under this clause shall be satisfied by the payment to the AAI, of the extra cost, if any of such replacement, delivered and/or executed as provided for in the original contract, such extra cost being the ascertained difference between the price paid by the AAI under the provisions above mentioned, for such replacement and the contract price for the equipment/work so replaced/rectified and the repayment of any sum paid by the AAI to the contractor in respect of such defective equipment/works should the AAI not so replace the rejected plant within a reasonable time, the contractor's full and extreme liability under this clause shall be satisfied by the repayment of all moneys paid by the AAI to him in respect of such equipment/work.

2.28.9 Replacement/Rectification of Defective Equipment:

If during the progress of the work the purchaser or his representative shall decide and notify in writing to the contractor that the contractor has executed any unsound or imperfect work or has supplied any equipment or material inferior in quality to those specified, the contractor, on receiving details of such defects or deficiency shall, at his own expense, within seven days of his receiving the notice or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct, or remove such work or supply fresh equipment up to the standard of the specifications and in case the contractor shall fail to do so, the purchaser may, on giving the contractor seven days' notice in writing of his intention to do so, proceed to remove the work or equipment complained of, and at the cost of the contractor perform all such work or supply all such equipment provided that nothing in this clause shall be deemed to deprive the purchaser of or affect, any rights under the contract which he may otherwise have in respect of such defects or deficiencies.

2.28.10 Legation to carryout inspections: The contractor shall also satisfy the Inspector that adequate provisions have been made (a) to carry out his instructions fully and with promptitude; (b) to ensure that parts required to be inspected before use are not used before inspection; (c) to prevent rejected parts being used in work. Where parts rejected by the Inspector have been rectified or altered, such parts shall be segregated for separate inspection, and approval before being used in the work.

2.28.11 Inspection Notes: On the equipment or parts being found acceptable by the Inspector he shall furnish the contractor with necessary copies of Inspection Notes duly completed for being attached to the contractor's bill in support thereof.

2.29 PROGRESS REPORT:

2.29.1 The contractor shall from time to time render such reports covering the progress of the contract and/or supply of the equipment in such form as may be required by the AAI.

- 2.29.2 The submission, receipt and acceptance of such reports shall not prejudice the rights of the AAI under the contract, nor shall operate as an estoppel against the AAI merely by reasons of the fact that he has not taken notice of or objected to any information contained in such reports.

2.30 INDEMNITY:

The contractor shall indemnify purchaser against any claims or for payment of any royalty, license fee or any other expenses in respect of or for making use of patents or designs or labour disputes/claims with respect of which he according to the terms of the contract, is to be treated as an agent of the Purchaser for the purpose of making use of the patent or trade mark for fulfillment of the contract.

2.31 CORRUPT PRACTICES:

The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the purchaser any gift or consideration of any kind as an inducement or reward for doing or fore-bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the AAI. Any breach of the aforesaid condition by the contractor, or any one employed by him or acting on his behalf whether with or without the knowledge of the contractor, the commission of any offense by the contractor or by any one employed by him or acting on his behalf shall entitle the AAI to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of this contract.

2.32 INSOLVENCY AND BREACH OF CONTRACT:

- 2.32.1 The AAI may, at any time, by notice in writing summarily determine the contract without compensation to the contractor in any the following events, that is to say:

- i. If the contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitles the court or Debenture-holders to appoint a Receiver, Liquidator or Manager or;
- ii. If the contractor commits any breach of the contract not herein specifically provided for, provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the AAI and provided also the contractor shall be liable to pay to the AAI for extra expenditure he is thereby put to and the contractor shall under no circumstances be entitled to any gain on re-purchase.

2.33 SUBCONTRACTING:

The work shall not be subcontracted. The Firm shall be fully responsible for meeting all the specifications and quality parameters as stipulated in the contract.

2.34 ALTERNATIVE PROPOSALS BY BIDDERS:

- a. Bidder shall submit offer that fully complies with the requirements of the bidding documents, including the conditions of contract, basic technical design as indicated in the specification part. Conditional offers or alternative offers will not be considered in the process of bid evaluation.
- b. The bid is liable for rejection/cancellation, if information provided is found to be false at any stage. Besides this, the earnest money / performance bank guarantee is liable to be forfeited & the bidder is liable to be debarred.

2.35 GENERAL CONDITION:

The conditions published in the newspaper/ CPP Portal while inviting tender, specifications, undertaking from the bidder, Proforma for Bank Guarantee for contract performance and equipment performance and General Terms & Conditions of purchase order shall form part of this contract agreement.

Signature of Bidder/s

**For and on behalf of the Chairman
Airports Authority of India**

SPECIAL CONDITIONS OF CONTRACT (SCC)

3.1 General

3.1.1 The following Special Conditions shall be read in conjunction with General Conditions of Contract and amendments/ corrections/ corrigenda thereto. If there are any provisions in these special conditions, which are at variance with the provisions in the above-mentioned documents, the provisions in these special conditions shall take precedence.

3.1.2 **Placement of purchase order:** The order for ASFT conforming to specifications as mentioned in **Section-D** of NIT shall be placed by Technical Directorate, Corporate Head Quarter of Airports Authority of India, New Delhi.

3.2 Delivery Period:

3.2.1 Total time allowed for completion of supply of ASFTs for entire quantity of the contract excluding the time taken by AAI if any which includes time taken by AAI in approval of documents as stipulated in para 2.27.1 (a) of Section-B, for carrying out prototype inspection, issuance of prototype clearance certificate, carrying out Pre-dispatch inspection/FAT and issuance of FAT clearance certificate & despatch instruction, is 08 (Eight) months, which shall be reckoned from 15th day from the date of issue of Purchase Order.

3.2.2 Delivery of entire quantity of ASFTs shall be required at various airports as per para 3.3 of Section-C.

3.2.3 The firm shall offer total quantity of ASFTs for FAT/Pre-Despatch Inspection in 02 (Two) Lots (maximum).

3.2.4 Prototype (one ASFT) to be offered for inspection within 120 days, which shall be reckoned from 15th day from the date of issue of Purchase Order.

3.2.5 The bar chart shall be submitted by the contractor as given in Para 2.7.2 of Section-B within 30 days from the date of issue of Purchase Order.

3.2.6 Pre-dispatch inspection shall be carried out by inspection team of Airport Authority of India. Dispatch instruction of the ASFT shall be given by AAI inspection team based on the inspection of the ASFT, if it is found in compliance with AAI technical specifications and performance parameters.

3.2.7 The successful bidder shall be solely responsible to ensure the following:

- a. Sound packing of their items.
- b. Transport of the items by the due date as specified in the contract.
- c. Comprehensive Insurance of each ASFT for a minimum period of 01 (one) year.
- d. Insurance for inland transportation.
- e. Receipt of equipment at site in good condition and handing over to Airport Director or his authorized representative of consignee airport.
- f. Repairs of the equipment during the Guarantee/Warranty and defect liability period.
- g. Operation & routine maintenance for 02 years during the Guarantee/Warranty period including supply of consumables, spares, 04 Nos. friction measuring tyres per ASFT per year, manpower and tools etc., except fuel and Diesel Exhaust Fluid (DEF). Thereafter i.e. post Guarantee/Warranty Period, the firm shall assume complete responsibility for operation & Comprehensive Annual Maintenance for 08 years including supply all required spares, consumables, 04 Nos. friction measuring tyres per ASFT per year, manpower & tools etc., except fuel and DEF.

3.3 Tentative Consignee Airports/ Base Station:

The delivery of ASFTs will be made to the following airports (Indicative only). The exact quantity to be dispatched or location are subjected to change. The final location shall be communicated by AAI before dispatch of ASFT by the supplier. No extra payment shall be paid in this account.

Sl. No.	Consignee Airport/Base Station	Quantity of ASFT to be supplied (No.)
1	Chennai	01
2	Kolkata	01
3	Indore	01
4	Patna	01
5	Calicut	01
6	Amritsar	01
7	Varanasi	01
8	Agartala	01
	Total	08

Note: The final location may vary and it will be communicated by AAI before dispatch of ASFT by the supplier.

3.4 PACKING FORWARDING AND SHIPMENT:

- 3.4.1 The contractor wherever applicable, shall after proper painting, rack and crate all equipment in such a manner as to protect them from deterioration and damage during Rail/Sea and Road Transportation to the site and the contractor shall be held responsible for all damages due to improper packing. The cost of packing, forwarding and transportation shall be on the account of supplier.
- 3.4.2 The contractor shall notify the purchaser of the date of each despatch and the expected date of arrival at the destination for the information of the AAI.
- 3.4.3 The contractor shall also give all despatch information concerning the right size and content of each packing including any other information, the AAI may require.
- 3.4.4 The following documents shall be sent by registered post to the AAI within fifteen days from the date of dispatch to enable the AAI to make progressive payment to the contractor:
- Invoice.
 - Packing list.
 - Pre-dispatch clearance certificate, if any.
 - Test Certificate wherever applicable.
- 3.4.5 The contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment despatched to site. The contractor shall further be responsible for making all necessary arrangements for loading and unloading and other handling rights from his works up to the site.

3.5 Contractor's Representatives, Agents & Workmen

- 3.5.1 The contractor shall deploy skilled and qualified manpower preferably Indian Nationals and verify their antecedents and loyalty before employing them on the work under his direct control. He shall ensure that

no person of doubtful antecedent and nationality is, in any way, associated with the work. All the persons deployed for the work shall be directly under the control of contractor.

3.5.2 Minimum Wages, PF & ESI:

The contractor shall be solely responsible for the payment of wages (Minimum wages as fixed by Central or State Govt. whichever are higher shall be applicable) and other dues to the personnel deployed by him latest by 7th of subsequent month. A contractor shall be directly responsible and indemnify the authority against all charges, dues, claims etc. arising out of the disputes relating to the dues and personal deployed by him.

The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952 and Miscellaneous Provisions Act, 1961 and ESI Act, 1948, amended from time to time and rules framed there under. Some of the provisions are given below:

- a. The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner and ESI Registration No. allotted by ESI Corporation after award of work and shall continue to have valid PF Account Code No. and ESI Registration No. till actual completion of the contract.
- b. The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No. & ESI Registration Number.
- c. The contractor by 20th of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to RPFC and ESI contributions to ESI Corporation in respect of Workers engaged in contract work.
- d. The contractor shall provide copies of PF & ESI challans of monthly contributions in respect of contract workers engaged for contract work on monthly basis.
- e. AAI reserves the right to withhold minimum amount as detailed under, from the running account payments, if PF/ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates.
- f. The deducted amount towards ESI & EPF (refer above para 3.5.2 e) shall be released after submission of documentary evidence towards payment of ESIC / EPF amount to the statutory Authority by the contractor.
- g. The Contractor shall take care of labour regulations applicable in India and is required to follow all the guidelines prescribed by concerned authorities i.e. Regional Labour Commissioner/Central Advisory Contract Labour Board etc.
- h. The Bidder should quote their rates to comply with provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (regulation and abolition) Central Rules 1971 and minimum wages Act and rules thereof of Central and State Governments. Since the contract covers supply, Operation & CAMC works wherein pre-determined percentage is fixed on the charges for Operation & CAMC. Therefore, the Bidder may give their competitive rates considering anticipated variations (increase/decrease) in all associated constituents of the quoted rates.
- i. PF & ESIC are statutory requirements. The contractor has to deposit PF & ESIC during currency of the agreement as per prevailing rates.

3.6 Guarantee/Warranty Period (Defect Liability Period):

- 3.6.1 One-point Guarantee/Warranty shall be extended by the contractor for all equipment/ appliances, components, subassemblies etc. supplied with the ASFT as per AAI Technical Specification (Section-D). **The Guarantee/Warranty, in excess, on engine, friction measuring tyres, transmission, pump & other assemblies and all Accessories, Equipment & Tools etc., supplied with ASFT to notified Guarantee/Warranty in the tender, shall be passed on to the Airports Authority of India.**
- 3.6.2 The contractor shall Guarantee/Warranty that all equipment shall be free from any defect due to the defective materials and bad workmanship and that the equipment shall operate satisfactorily and that the performance and efficiencies of the equipment shall be not less than the guarantee values. **The Guarantee/Warranty shall be valid for a period of Two years from the date of commissioning of each ASFT at respective consignee place/airport.** Part found defective during Guarantee/Warranty

period shall be replaced/ rectified by the contractor without any charges whatsoever. The services of the contractor's personnel, if requisitioned during this period, for such work, shall be made available free of any cost to the Authority.

- 3.6.3 If the defects are not remedied as per Service Level Agreement (SLA), the Authority shall proceed to do so at the contractor's risk and expense without prejudice to any other right as well as the guarantee period of the equipment shall be extended as deemed fit.
- 3.6.4 **The contractor shall furnish the following guarantees: -**
“We warrant that everything supplied by us including all components fitted into the equipment manufactured by others also, shall be in all respects free from all defects and results in material, workmanship and manufacture and shall be of the highest grade and quality up to acceptable standards for all materials of the type ordered and shall be in full conformity with all the specifications, drawings or samples if any, and we shall be fully responsible for its efficient performance. This guarantee shall survive inspection for acceptance, and payment for the equipment, but shall expire (except in respect of the complaints notified to us) **24 months** for the ASFT at various Airports in India exclusively from the date of issue of certificate of commissioning of each ASFT at respective Consignee Airport by the Technical - In charge. The complaints, if any, with respect to any defect as to materials, workmanship, manufacture, or performance of any of the equipment or any part or parts thereof shall be notified by the AAI in writing.
- 3.6.5 The contractor shall replace such of these parts which require replacement under these conditions free of costs, charges and expenses to the purchaser. In addition, the contractor shall be responsible for a period of **24 months** for ASFT at various Airports in India exclusively from the date of issue of certificate of commissioning of each ASFT at respective Consignee Airport by the Technical-In charge, for any defect that may develop or appear under the conditions provided for by the contractor or use thereof arising from faulty material design or workmanship in the equipment or any part thereof or faulty equipment of the contractor but not otherwise and shall remedy such defects as per Service Level Agreement (SLA) from the date of notification at his own cost, charges and expenses when called upon to do so by the AAI who shall state in writing in what respect the portion is faulty.
- 3.6.6 Any faulty components replaced or renewed under the clause shall also be guaranteed for a period of **24 months** from the date of such replacements or removal or until the end of the above-mentioned period whichever is later. If any defect is not rectified within the said period as per SLA, the AAI may proceed to do the work at contractor's risk, acceptance and without prejudice to any other rights which the AAI may have on the contractor in respect of such character as may affect the replacement or renewals of such defects. Further, if the replacement or renewals are of such character as may affect the efficiency of the equipment, the AAI shall have the right to give the contractor within one month from such replacement or renewal, notice in writing for appropriate test to be carried out and should such test show to the satisfaction of the AAI that the equipment sustains the guarantee given in the contract, the cost of such test shall be borne by the AAI, should the guarantee be not sustained the cost of the test will be borne by the contractor.
- 3.6.7 All inspection, replacement, or rectifications carried out by the contractor during the Guarantee/warranty Period shall be at the cost, charges and expenses of the contractor subject to the same conditions as in the contract.
- 3.6.8 The contractor during the Guarantee/Warranty period shall furnish all labour, tools, test apparatus, transportation, materials, spare-parts, consumables and other necessities as required to carry out planned routine maintenance, periodic maintenance, preventive maintenance, corrective maintenance, break down maintenance etc. as required for smooth functioning of the system.

3.7 Terms and conditions of tendering firms

Printed terms and conditions of the bidders will not be considered as forming part of their tenders. In case terms and conditions of the contract applicable to this invitation to tender are not acceptable to any bidder their offer is likely to be rejected. The AAI shall not be bound to give reasons for his refusal to consider such tenders.

3.8 Responsibility for completeness

3.8.1 Any component or part of it or accessories not mentioned in the specification but which are usual or necessary are to be provided by the contractor without extra charge as to make the equipment complete in all respects to meet the specifications.

3.8.2 In all cases where the contract provides for tests on site, the AAI, except where otherwise specified shall provide, free of charge, such labour, materials, fuels, equipment, apparatus and instruments as may be required from time to time and as may reasonably be demanded, efficiently to carry out such tests of the equipment, materials or workmanship in accordance with the contract.

3.9 Supervision

The contractor shall provide adequate supervision at all stages of the supply and examine all components for accuracy before supply is completed. He shall also provide facilities and space satisfactory to the inspector/purchaser for laying out for his inspection any component to be used in the work at such stages of execution as may be directed.

3.10 Taking over:

3.10.1 The Technical In-Charge should carry out physical verification and accept the material as per Section-F.

3.10.2 The Technical-in-charge shall not delay the issue of any taking over certificate contemplated by this clause on account of minor defects in the supply which do not materially affect the use thereof provided that the contractor shall undertake to make good the same in due course.

3.11 Inability to perform contract:

Should the contractor's preparation for the commencement of the work, or any portion of it or his subsequent rate of progress, be from any cause whatsoever, so slow that in the opinion of the AAI, the contractor will be unable to complete the work or any portion thereof as agreed upon, or should he not have the work ready for delivery in conformity with the contract or should he neglect to comply with any directions given to him by the AAI, or in any respect fail to perform the contract at the end, in which case the contractor shall be liable for any expenses, loss or damage which the AAI may incur or sustain by reason of, or in connection with the contractor's default.

3.12 Training to staff:

3.12.1 Contractor shall be responsible for training such of the AAI's Staff whom the AAI may nominate from time to time for proper operation and maintenance of the Equipment/Appliances for effective supervision/monitoring of Contract. Cost for providing such training, including training material, in India shall be deemed to have been included within the cost quoted for equipment/Appliances.

3.12.2 Such type of training in India at consignee airports on all aspects of operation and maintenance shall be provided by the contractor or his authorized representative to the concerned AAI officials/operators/users (at least 4 technicians per ASFT) for a period of 02 (two) working days. Expenses on traveling, lodging and boarding of AAI officials shall be on AAI account.

3.13 Spares and Tools:

- 3.13.1 The contractor shall guarantee the availability of spares to the AAI for a period of 10 (Ten) years after expiry of guarantee/warranty. The contractor shall guarantee that before going out of production of spare parts of the equipment covered under the contract even after 10 years, he shall give the AAI at least 12 months' advance notice so that the later may order his bulk requirement of spare if he so desires. The same provision will also be applicable to subcontractors.
- 3.13.2 The contractor shall provide to the AAI with a 'DIRECTORY' of suppliers of parts outsourced with their full addresses and other particulars etc. as format given in *Annexure –XII*.
- 3.13.3 **One set of special tools** required for repair and maintenance shall be supplied for each ASFT within the quoted rate.

OPERATION & COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) – TERMS & CONDITIONS**1. GENERAL:**

- 1.1 The following Operation & CAMC Conditions shall be read in conjunction with General Conditions of NIT and amendments/ corrections thereto. If there are any provisions in these special conditions, which are at variance with the provisions in the above-mentioned documents the provisions in these special conditions, shall take precedence.
- 1.2 The maintenance work shall include planned routine maintenance, periodic maintenance, preventive maintenance, corrective maintenance, break down maintenance etc. as required for smooth functioning of the system in his quoted cost. In this respect, the contractor shall maintain sufficient spares / consumables at site for immediate replacement of defective / damaged part during day-to-day routine maintenance / breakdown maintenance.
- 1.3 The contractor shall ensure adequate support, troubleshooting, maintenance, inspection and service in accordance with service recommendations provided in the respective manufacturer/supplier's maintenance or technical manuals.
- 1.4 The maintenance manual should contain detailed theory of operation, sub-system specifications, functional description with block diagram and detailed signal flow, recommended maintenance schedule, test and calibration adjustment procedures and other information which helps in providing un-interrupted operation of the ASFT and should provide expected guidance to maintenance engineers for carrying out preventive maintenance and corrective maintenance in case of facility malfunctioning / break down.

2. OPERATIONALIZATION & COMPREHENSIVE ANNUAL MAINTENANCE OF ASFT: -**2.1 General**

- 2.1.1 The CAMC with Operations will be taken up by the contractor as provided in the schedule of quantities at various consignees/airports (Para No. 3.3 of Section-C).
- 2.1.2 The contractor shall deploy minimum 02 manpower per ASFT for operation and maintenance of the ASFT for 06 days a week, on 08 hours' duty per day during the entire currency of contract. Any additional manpower, if required to attend & rectify any type of breakdown/repair works of the equipment, shall be arranged by the bidder at the required location without any extra cost to AAI. The facility available with AAI, E&M workshop of the airport, may be utilized for maintenance of ASFT.
- 2.1.3 The contractor shall deploy 02 Nos. qualified and experienced manpower (minimum ITI Mechanical/Automobile) for operation cum maintenance of each ASFT and they shall also hold valid Light Motor Vehicle (LMV) Driving license with badge (if necessary) which is required for the Operation of ASFT and the same shall be maintained valid till the currency of the contract.
- 2.1.4 The manpower deployed by the firm, shall be fully trained on service and maintenance of equipment, checking/verification of its calibration and serviceability, operate the equipment as per the procedure / instructions of the OEM and carryout the friction testing works. They shall also understand the runway friction measurement procedure, the requirement and standard operating procedure when working on operational areas, and the OEM shall certify their proficiency in operation and maintenance of the ASFT equipment. The contractor shall keep necessary records as evidence of having imparted training on operation & maintenance of ASFT by the OEM.
- 2.1.5 After the working hours, staff should be available on phone call to attend operational exigency & any faults and rectification with a response time of maximum two hours after receiving the call/SMS. This also is applicable for emergency jobs on Sundays.

- 2.1.6** Duty hours may change as per the exigency of the work and no extra payment shall be made to the contractor on account of the same. Friction measurement work shall be carried out during the non-operational hours or by taking NOTAM during operational hours as per the operational requirements and no extra payment shall be made on this account.
- 2.1.7** The firm shall be fully responsible to ensure the serviceability & operational fitness of the ASFT equipment at all times. The firm shall carry out the friction measurement of Airports as per the directives of AAI by deploying the ASFT with trained personnel and submit the comprehensive report supported with detailed analysis on friction testing works of Airports within permissible time limit.
- 2.1.8** The ASFT will be deployed for airport surface friction measurement works at any Airport, being operated by AAI/ State Government/Public Private Airports/Indian Air Force Airports/ RCS Airport (AAI/state/private) etc. AAI shall make necessary arrangement for transportation of ASFT equipment to other Airports for friction testing works. The expense to be incurred towards loading of ASFT into truck at base station, transportation & unloading at destination and vice versa, will be borne by the AAI.
- 2.1.9** In the event of deployment of ASFT at any other Airport, the contractor shall be paid @ Rs 2,500/ per day per person for boarding and lodging which shall be calculated based on the number of days, the deployed manpower is away from the consignee airport. The above charges are fixed for 1st year from the date of commissioning of ASFT at consignee airport, thereafter, the charges will be increased by considering an annual inflation of 6%.
- 2.1.10** AAI at its discretion may re-position the ASFT on permanent basis to “any other Airport” in India during the currency of the contract and the contractor shall be responsible for providing the Operation & CAMC at the repositioned location without any extra cost to AAI.
- 2.1.11** The toll, parking charges if any incurred, during the transportation of ASFT to other Airport, will be paid by the AAI as per actuals.
- 2.1.12** The ASFT should be fully / comprehensively insured by the contractor at his own cost for all risk including transit insurance, fire, strike, riots and for commercial use etc. for an initial period of 01 (one) year and for subsequent years, it will be insured by AAI. All liability whatsoever arising out of the accident of the ASFT shall rest with the contractor only and AAI shall fully stand indemnified. The contractor shall also ensure all necessary precautions for the safety of the equipment during operation, transportation and storage.
- 2.1.13** AAI shall be completely free from any liability whatsoever, in the event of any accident while the vehicle is engaged under the contract. The Firm will be fully and exclusively responsible for any damages to his ASFT equipment / property / death/ bodily injury to his crew members or any other person in his employment, including any third party claim. The Firm shall indemnify AAI against any such claim / compensation.
- 2.1.14** AAI may change the consignee location i.e. base station, at its own discretion by considering the operational requirement during the currency of the contract and the firm shall take necessary arrangement to provide the ASFT with manpower without any disruptions of operation & maintenance at his own cost. The decision of AAI in this regard shall be final and it will be binding on the firm.
- 2.1.15** If the AAI observes that the performance of the firm is not up to the expected standard, the AAI shall notify the same to firm in writing and specify in detail the cause of such dissatisfaction. In the event, the firm fails to comply with the requisitions contained in the said written notice issued by the AAI, the AAI shall have the option to terminate the contract by giving 30 days notice in writing to the firm and the decision of the AAI shall be final and binding on the firm.

2.2 SCOPE OF WORK DURING GUARANTEE/WARRANTY, OPERATION & CAMC PERIOD:

- a) **During guarantee/warranty period:** The operation & routine maintenance for 02 years during the guarantee/warranty period including supply of required spares, consumables, 04 Nos. friction tyres per ASFT per year manpower, tools, etc., and other necessities as required except fuel and Diesel Exhaust Fluid (DEF).
 - b) **Post guarantee/warranty period:** Operation & Comprehensive Annual Maintenance for 08 years after guarantee/warranty period including supply of all required spares, consumables, 04 Nos. friction tyres per ASFT per year, manpower & tools etc., except fuel and DEF.
- 2.2.1 The contractor shall submit the maintenance schedule and maintenance activity to be carried out for proper operation and upkeep of the system to achieve the desired performance as per the Maintenance/ Workshop (OEM) Manuals of ASFT.
 - 2.2.2 The firm shall carry out operations i.e. friction measurements of the runways/taxiways of airports as per the guidelines laid down in DGCA Aerodrome Advisory Circular (AD AC No.1 of 2019 dated 06th August, 2019), ICAO Airport Services Manual, Part 2, ICAO Airport Services Manual, Part 9, Federal Aviation Authority (FAA) Advisory Circular 150/5320-12C, 150/5200-30D (current version) and any other applicable standard.
 - 2.2.3 Airport, where ASFT is deployed for operation, shall provide water required for the works of airport surface friction measurement.
 - 2.2.4 04 Nos. additional friction measuring tyres per ASFT per year (excluding the friction measuring tyre fitted with ASFT- 01 No.) shall be supplied by the contractor within 03 months from the yearly commencement of Operation during entire currency of contact i.e. for 10 years.
 - 2.2.5 The unused tyres if any found surplus can be diverted to other needy station as required by AAI for meeting their friction testing works. In case, the actual requirement of tyres per year exceeds aforesaid tentative quantity, the AAI shall make necessary arrangement to procure the tyres either from the firm or outside agencies to meet the operational requirement.
 - 2.2.6 ASFT shall be capable to measure the friction values of Runway/Taxiway surface as per the guidelines laid down in DGCA Aerodrome Advisory Circular (AD AC No.1 of 2019 dated 06th August, 2019), which states that Friction Measurement runs should be performed at two speeds 65 Km/hr and 95 Km/hr respectively on both right and left side of runway at 03 meter & 06 meter and 09 meter if required from the runway center line and any amendments thereof from time to time.
 - 2.2.7 The Operation & CAMC work during warrantee period, shall include daily/routine, periodic and preventive maintenance including specialized repairs if any, strictly as per the maintenance programme indicated in Manuals of Manufacturer of ASFTs.
 - 2.2.8 The fuel (Diesel or Petrol) required for operation of ASFT and DEF (Diesel Exhaust Fluid), if required in case of diesel driven ASFT, shall be provided by the AAI. All the spares, consumables, tools & accessories etc., required during the warrantee & post warrantee i.e. CAMC period shall be provided by the contractor.
 - 2.2.9 All the **performance parameters** of ASFT shall be verified after completion of maintenance schedule.
 - 2.2.10 The manpower deployed by the contractor for operation & maintenance of ASFT, shall be **certified/trained for operation, repair and maintenance of ASFT** by OEM of ASFT.
 - 2.2.11 Scope of work for Operation & CAMC of ASFT shall also cover all the accessories, equipment and rescue tools etc., provided and provisioned with the ASFTs.
 - 2.2.12 **All dismantled materials/spare parts** shall have to be handed over to Technical In-charge, AAI.

2.2.13 The contractor shall register the ASFT temporarily and submit all the documents required for permanent registration of ASFT to the consignee Airport. The ASFT shall be delivered to consignee Airport with temporary registration with a validity for a minimum period 20 days from the date of receipt of ASFT at consignee airport so as to ensure sufficient time for the permanent registration of ASFT. AAI will be responsible for obtaining the permanent registration of the ASFT with the assistance of contractor if required.

2.2.14 The contractor shall be responsible for obtaining security clearance from the concerned Authorities and also the arrangement of Airport Entry Pass/Airport Driving Permit for their deputed manpower & the same to be maintained throughout the currency of contract. The cost towards the same shall be borne by the contractor.

2.3 Maintenance Activities during CAMC & Guarantee/Warranty Period (Tentative):

2.3.1 All the check-ups/ maintenance activity of each equipment shall be as per site requirement and, recommendations of the manufacturer.

2.3.2 All the check-ups/ maintenance activity in respect of each equipment shall be documented, and got approved by the respective Technical In-charge before commencing the work.

2.3.3 Typical maintenance activities are listed below. However, bidder shall furnish exhaustive list.

- i All the check-ups/ maintenance activity in respect of each equipment of ASFT as per maintenance manual of the manufacturer.
- ii Attending to any emergency breakdown of ASFT.
- iii Calibration of equipment as per OEM recommendation/AAI instruction.
- iv Repairing / overhauling the equipment at site, including replacement of worn-out parts.
- v Replenishing Hydraulic system oil required as a result of leak in the system arising out of fair wear and tear.
- vi Inspection of gear assembly and replacing worn out units as per site requirement or as per recommendation of the manufacturer.
- vii Repairs & replacement of any component or equipment due to normal wear and tear, preventive & break down maintenance and consumables etc.
- viii All consumables such as lubricating oil, grease, indicating lamps, fuse links etc. required for replacement.

2.4 Breakdown & Un-serviceability Period:

The contractor is expected to maintain the ASFTs in good working and operational condition at all the times. All breakdowns/failures shall be attended promptly to restore the service at the earliest possible time as per **Service Level Agreements (SLA) (Section-C3)**.

Service Level Agreement will be applicable throughout the currency of contract period i.e. 10 years.

2.5 Compliance of Govt. of India Labour laws & Insurance Cover of Staff deployed by contractor during Operation & CAMC period:

- a. The contractor shall comply all statutory provision of labour and other laws of Government of India and local laws at all airports/consignee's place during Operation & CAMC period.
- b. The EPF and ESI contribution on the part of employer (contractor) shall be deposited by the contractor to the Appropriate Authority / Trust in respect of manpower deployed for Operation & CAMC at each consignee /airport on award of contract. The proof of monthly contribution on the part of employer (Contractor) shall be submitted and same shall be verified by AAI in accordance with prevailing labour laws at each consignee/airport during the Operation & CAMC period on monthly basis and accordingly, monthly payment of Operation & CAMC shall be released.

2.5.1 Payment of Labour Wages:

- a. The payment of wages to workmen engaged by the contractor shall be credited by the firm into employee's bank account through NEFT / RTGS before 7th of every Month.
- b. The Firm has to maintain the attendance, wage & OT register for his employees. The same has to be produced for verification of the principal employer (AAI) as and when required.
- c. Statement of minimum wages paid to their employee shall be produced at the time of submission of bills.

2.5.2 Labour License, Bonus & P.F:

- a. The contractor shall register himself with Labour Licensing Authority and obtain Labour License Number in this regard if applicable.
- b. **Bonus:** Contractor shall follow the "Payment of Bonus Act 1965" with latest amendments (Payment of Bonus (Amendment) Act 2015). He shall pay bonus minimum 8.33% to their workmen employed and shall submit proof of annual bonus payment to workers, failing which amount shall be deducted from their running / final bills.
- c. **Contractors not having Code Number (Uncovered Establishment):**
The contractors who are not covered under EPF & MP Act 1952 but, for AAI "obligation as principal employer, are required to ensure compliance for recovery and deposit of PF dues in respect of contract workers engaged for AAI work. Hence, such contractors are required to obtain PF Code against the work order/ contract with AAI for necessary compliance as per para 2.5 of Section-C1.

2.5.3 Reimbursement of Minimum Wages:

The annual increase of minimum wages due to Government notifications should be absorbed by the firm (Contractor) during the currency of contract.

2.5.4 Liability under the Workmen's Compensation Act:

The contractor shall at all-time indemnify the Purchaser against any claims which may be made under the Workmen's Compensation Act 1923 with up to date amendments, or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person in the employment of the contractor. An insurance coverage for required number of manpower shall be taken and the value of insurance per person shall not less than INR 2 lacs.

The insurance cover shall be valid up to the entire currency of contract i.e. during defect liability period & post defect liability period including extended period, if any. A copy of insurance cover shall be submitted to the Technical-In-Charge before commencement of operation of ASFT.

2.6 Safety Devices:

It shall be the responsibility of the firm to issue all safety devices & personnel protective equipment (PPE) to the persons engaged for operations & maintenance of ASFTs during the Operation & CAMC period.

2.7 Emergency Work:

If, by reason of an emergency arising in connection with and during the execution of the contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the facilities, the contractor shall immediately carry out such work. If the contractor is unable or unwilling to do such work immediately, the AAI may do or cause to be done such work as the AAI may determine is necessary in

order to prevent damage to the facilities. In such event the AAI shall, as soon as practicable after the occurrence of any such emergency, notify the contractor in writing of such emergency, the work done and the reasons thereof. If the work done or caused to be done by the AAI in work, which the contractor was liable to do at its own expense under the contract, the reasonable costs incurred by the AAI in connection therewith shall be paid by the contractor to the AAI.

2.8 Handing over on Completion of Operation & CAMC Period:

At the end of contract, the contractor shall handover complete equipment with all fittings and accessories to AAI in good working condition after carrying out all necessary checks to the satisfaction of respective Technical-In-charge. In case of any defects are noticed at the time of taking over by AAI, the same shall be rectified by the contractor. If the contractor fails to rectify the defect within the stipulated time given by respective Technical-In-Charge, then the same shall be got rectified at risk and cost of the contractor and the cost incurred shall be recovered from the contractor.

2.9 Other Terms and Conditions:

- 2.9.1** The ASFT shall be comprehensively insured by the AAI. The firm shall ensure; all necessary precautions are observed for the safety of the equipment. If during the operation, maintenance/ repair, any damage is caused due to negligence on the part of manpower deployed by the contractor and if such damages are not acceptable to the insurer then the damages shall have to be made good by the contractor at his own cost.
- 2.9.2** The personnel deputed by the firm shall be qualified enough to operate & maintain the sophisticated ASFT and capable of communicating with AAI in writing and oral.
- 2.9.3** The servicing personnel deployed will always be in proper uniform of the agency notifying their identity.
- 2.9.4** AAI will not be responsible for any violation of statutory labour laws applicable to the operation & maintenance agency.
- 2.9.5** The personnel employed shall duly observe safety and precautionary measures and also restrictions as laid down by the concerned Authority from time to time.
- 2.9.6** In case of expiry, termination / discontinuation of the contract by either party, the contractor(s) shall vacate the premises along with the personnel belongings at the end of the Notice Period. AAI will not be responsible for compensation of any nature in such events.
- 2.9.7** It will be the responsibility of the contractor to see that Air Traffic Control tower signals are instantly and rigidly observed and acted upon by all personnel employed by the contractor on the job.

2.10 Maintenance during Guarantee/Warranty & CAMC Period:

- 2.10.1** All kind of spare parts like tyres, batteries etc., 04 Nos. friction measurement tyres per ASFT per year & all the consumables [except fuel and DEF (Diesel Exhaust Fluid)] shall be provided by the contractor during the currency of contract for maintenances. **A list of consumables and non-consumables spares in the specified format as per Annexure – XII to be duly filled and submitted by bidder in Technical Bid which are considered essential for efficient running and maintenance.** The same consumable & non-consumables shall be maintained during entire currency of contract.
- 2.10.2** The firm shall carry out all the maintenance as per manufacturer's recommendation and any minor, major or breakdown maintenance as and when required to ensure the required availability of the equipment for operation.

2.11 Record Keeping and Supervision:

- 2.11.1** The firm shall maintain records for operation & maintenance of ASFTs.

- i. The payment for operation & maintenance shall be based on the log book entry, certificate by the Technical-In-charge at site, and shall be made by Consignee Airport/Regions as applicable.
- 2.11.2** The operation & maintenance at respective airports shall be supervised/ controlled by Technical Dept. Workshop In-charge or any other officer notified by AAI.
- i. For maintenance of ASFTs, the following log books & registers shall be maintained.
 - 1) Maintenance schedule log register 2) Service log book 3) History register
 - ii. The inventory of spares/ consumables etc. required for routine/major/minor/breakdown repairs etc. shall be maintained by the contractor.
 - iii. The availability of spares/ consumables and satisfactory completion of maintenance shall be certified by Technical In-charge of respective base stations.
 - iv. The Technical In-charge at respective airport shall supervise the maintenance work of ASFT and certify the work done by the contractor.

2.12 Methodology for calculation of Operation & CAMC cost of ASFTs:

- 2.12.1 Annual Operation & CAMC cost shall be fixed in INR based on Basic price of ASFT quoted by bidder (Item No. 1 of BOQ-1) & Basic price of ASFT arrived at on pro-rata basis in the Reverse Auction and accepted by AAI, as follows:

Operation & CAMC charges (excluding GST) for each ASFT:

Sl. No.	Item Description	% of Basic price of each ASFT
1.	Charges for Operation, during the 1 st year of warrantee period	8.93%
2.	Charges for Operation, during the 2 nd year of warrantee period	9.54%
3.	Charges for Operation & CAMC for 1 st year after warrantee period	13.29%
4.	Charges for Operation & CAMC for 2 nd year after warrantee period	14.25%
5.	Charges for Operation & CAMC for 3 rd year after warrantee period	15.29%
6.	Charges for Operation & CAMC for 4 th year after warrantee period	16.41%
7.	Charges for Operation & CAMC for 5 th year after warrantee period	17.62%
8.	Charges for Operation & CAMC for 6 th year after warrantee period	19.03%
9.	Charges for Operation & CAMC for 7 th year after warrantee period	20.55%
10.	Charges for Operation & CAMC for 8 th year after warrantee period	22.21%

Total Cost of Operation & CAMC for contract duration for each ASFT: @ 157.12 % of Basic Price of each ASFT

- 2.12.2. The above charges arrived in INR shall be inclusive of cost of manpower, all consumables, 04 Nos. friction tyres per year, spares parts, major/minor overhauling works (except fuel and Diesel Exhaust Fluid).
- 2.12.3 **Statutory Tax Variation:** Any Statutory variation on Tax rates shall be payable/reimbursable on actual basis on production of documentary evidence.
- 2.12.4 The charges towards Operation & CAMC are exclusive of GST. The applicable amount of GST will be paid extra on actual basis on production of documentary evidence.
- 2.12.5 Any escalation, if happens, in future with regard to variation of minimum wages and associated ESI / EPF etc. shall be absorbed by the firm within their fixed quoted amount in BoQ.

2.12.6 The Operation & CAMC cost component is fixed as indicated above and hence the firm is not required to quote these amounts separately.

2.13. Payment Methodology for Operation & CAMC Charges for ASFT:

2.13.1 Monthly payment of Operation & CAMC for each ASFT by consignee airport / Region shall be released in INR to the contractor.

2.13.2 Necessary deduction in case of default in the service of Operation & CAMC in terms of service level agreement at each airport (Section-C3) for each ASFT shall be made as per performance monitored on monthly basis by respective consignee/airport.

2.13.3 Payment would be released after making any adjustments, withholdings, recoveries as per Service Level Agreement (SLA), if any which the firm might have rendered themselves as per the provisions of contracts.

2.13.4 Following documents to be submitted along with the monthly bills at consignee airports:

- i) Monthly Deposit Challan towards ESIC and EPF for the deployed manpower.
- ii) Duly filled and certified Service Level Agreement.
- iii) Undertaking towards availability of minimum level of quantity of spare parts for Periodical / Preventive maintenance and breakdown maintenance.

MAINTENANCE ACTIVITY DURING GUARANTEE/WARRANTY & CAMC PERIOD (Indicative)

The 08 Nos. ASFTs will be covered under the CAMC, the detailed scope of work for ASFTs is as follows:

1. GENERAL:

- 1.1 This scope covers daily/routine check-ups, scheduled maintenance, preventive maintenance, trouble shooting of defects, rectification and replacement of parts from time to time as per the schedule/requirement.
- 1.2 All spares, consumables, 04 Nos. friction tyres per ASFT per year, tools etc. except Fuel and DEF (if applicable), required for the services, will be made available by the contractor throughout the currency of the contract.
- 1.3 Daily maintenance, preventive maintenance / periodical maintenance, break down maintenance of all equipment as mentioned above shall be carried out as per OEM maintenance schedule.
- 1.4 The contractor should forecast the spares consumption pattern of routine required spares, timely requirement of spares, and other needy assemblies/components so as to maintain requisite inventory of spares/consumables/assemblies, etc. in order to ensure maximum serviceability of the equipment. The Contractor shall also carry out investigation and analysis of failures and discuss with AAI as and when required, and remedial action to be taken to reduce the down-time in order to ensure maximum serviceability of the equipment.
- 1.5 The Serviceability level to be maintained is minimum 90% at any given point of time.
- 1.6 Daily maintenance means day to day maintenance work i.e. checking of engine oil, hydraulic oil, transmission oil, coolants, fuel and leakages from any system, minor repair or adjustments if required, replenishment, tightening of belt/nuts/fasteners, checking of horizontal & vertical sensors, serviceability of water pump & friction wheel of friction measuring system, functioning of computer system, availability of water in water tank, quantity of fuel in tank, etc., filters, hoses, changing of tyres, fault rectifications, checking and rectification of electrical system, including repair of starter/alternator, or any other job necessary to make the vehicle available for the operation.
- 1.7 The Contractor shall arrange the spares from the OEM.
- 1.8 Periodical / Preventive Maintenance, daily, weekly, monthly & yearly check list shall be carried out as per schedule recommended by the OEM and the schedule will be furnished at the time of awarding the contract. (Maintenance schedule, check list daily / monthly).
- 1.9 Breakdown maintenance will be carried out as and when need arises.
- 1.10 Working space for keeping tools and records shall be provided by AAI.
- 1.11 The infrastructure and equipment necessary for jobs related to gas cutting, welding etc. shall be provided by the contractor.
- 1.12 The hand tools, shoes, gloves and clothing etc. required by technicians for working shall be arranged by the contractor and the Technicians should wear proper uniform at working place.
- 1.13 Cannibalization of spares is allowed on case to case basis and upon prior approval AAI.
- 1.14 Within operational area transport may be provided by AAI to attend the services as mentioned for all the above scope.

- 1.15 All type of breakdowns, overhauling of major components like Engines, transmission, friction measuring system, etc. shall be on the account of the contractor. Any additional manpower required to carry out the said works shall also be on the account of the contractor.

2. SPECIFIC MAINTENANCE / CHECKS TO BE CARRIED OUT (INDICATIVE):

- 2.1 Visual Safety checks
- 2.2 Check of water tanks
- 2.3 Greasing of all the required points
- 2.4 Check of electric system
- 2.5 Drive engine oil change
- 2.6 Transmission oil level check and if necessary oil change
- 2.7 Transmission oil filter change
- 2.8 Change of air filter and all other filters.
- 2.9 Check of axle oil level and if necessary oil change
- 2.10 Steering system check
- 2.11 Brake system check
- 2.12 Coolant check
- 2.13 Engine overhaul
- 2.14 Transmission overhaul
- 2.15 Complete overhaul of axles
- 2.16 Suspension system overhaul
- 2.17 All denting, painting and welding jobs.
- 2.18 All components/Equipment of Surface Friction Measuring system.
- 2.19 Any up gradation of software of ASFT is to be upgraded in time.
- 2.20 All denting, painting and welding jobs if necessary.

3. INFRASTRUCTURE MAY BE PROVIDED BY AAI:

- 3.1 Repair room
- 3.2 Work shop facilities as mentioned below;
Bench Vice, Drilling machine, Grinder, Battery charger, Air compressor, Work bench etc.

4. TYRES / TUBES PATCH WORK AND TYRE REPLACEMENT AND ROTATION:

- 4.1 Contractor shall identify the Tyres required for the patch repair and the same shall be repaired by the authorized repair centre by the contractor. Tyre replacement during any puncture in the operations side shall be carried out by the contractor and also the tyre rotation as per requirement progressively. New tyre installation on the rim shall also be done by the contractor.

5. TRANSMISSION / GEAR BOX:

A. General

- 1. Lubrication – Daily check of the transmission oil level
- 2. Adding oil whenever required
- 3. Oil / Filter change at fixed interval

B. Periodic Inspection

- 1. Transmission & Converter mounting point bolts-inspect / re-torque the damaged bolts.
- 2. Mounting pads & bracket inspect / replace / repair the parts.
- 3. Drive line fasteners at the converter & transmission Yokes – inspect / replace / re-torque.
- 4. All electrical components (Switches, magnetic pick up, sensors & CAN – Bus Module) – replace / calibrate / program the faulty components / sub-assemblies.

5. Electrical wiring components & connection for security, chafing & any other Damages – Security wiring to prevent chafing damages.
6. Checking of water line, water pump, belt, nozzle, flow regulator, etc., – replace/calibrate.
7. Carry out of sensor test, pulse transmitter, friction wheel down pressure check, chain tension adjust, and periodic calibration of friction measurement unit.
8. Control cables & harness – inspect / care.

C. Hydraulic Lines Flexible Hoses & Connection

1. Inspect all hydraulic lines, hoses etc. for damages, sponginess, loose connections, chafing, etc.
2. Hydraulic lines, hoses etc.
 - i. Correct leaks and repair damage part
 - ii. Re-routing and correct routing of hoses & conduits to prevent further damage.
3. Externally mounted components
 - i. Split line between housing halves – periodically inspect
 - ii. Slit lines externally mounted component such a vales and covers – inspect for leakage or damage / repair leaks and / or replace damage parts as required.
4. Hydraulic system pressure check
 - i. Main and loop pressure of transmission – check / adjust

7. OTHER MISC. ACTIVITY:

- 7.1 Frame Fastener Torque checking
- 7.2 Suspension inspection – carry put repairs wherever necessary
- 7.3 Knuckle pin Lubrication
- 7.4 Axle fluid level inspection and Axle Lubrication
- 7.5 Axle fluid change
- 7.6 Wheel nut and Rim checking (Torque)
- 7.7 Driveline Lubrication
- 7.8 Air dryer inspection
- 7.9 Air dryer Desiccant cartridge – replacement
- 7.10 Brake system inspection
- 7.11 Steering inspection
- 7.12 Power steering fluid level inspection
- 7.13 Power steering filters changing
- 7.14 Fuel / water separator sight Bowl cleaning and element replacement.
- 7.15 Exhaust system inspection (Visual check)

8. Air conditioning

- 8.1 Gas Charging
- 8.2 Compressor repair / replacement
- 8.3 A.C. hose, ducts replacement
- 8.4 Other misc. jobs on air conditioning

SERVICE LEVEL AGREEMENT (SLA) FOR OPERATION & CAMC OF ASFT

Sl. No.	Item Description	Non-compliance Penalty Point	Remarks
1.	Preparation of plan for daily/ weekly/ monthly/yearly Scheduled Maintenance (SM) & Preventive Maintenance (PM) and submission of the same at least 15 days before the commencement of the work.	2	Per month
2.	Execution of PM & SM as per schedule: Daily Maintenance Weekly Maintenance Monthly Maintenance Annual Maintenance	1 2 3 5	Per incident
3.	Monthly Serviceability of minimum 90% shall be maintained and if serviceability is - a. below 90% but upto 85% b. below 85% but upto 80% c. below 80 % but upto 75% d. Below 75%	15 20 25 30	Per month
4.	Completion of Repair & Maintenance in stipulated time (to attend with the available spares) To attend Major / Minor repairs: a. Rectification of Major repairs within 05 days b. Rectification of Minor repairs within 01 days	5 2	Per incident
5.	Occurrence of Repetitive breakdown/repair, fault in the same component	1	Per incident
6.	Reporting of Manpower for duty	1	Per day per person
7.	Possession of Airside Entry Pass, Airport Driving Permit	2	Per incident / person
8.	Adherence to Office timing & technician uniform, PPE etc.	1	Per incident
9.	Non-Maintenance of minimum inventory level of consumables & spare parts required for periodical / preventive / breakdown maintenance at respective consignee Airport.	4	Per month
10.	Supply of friction measuring tyre (04 Nos. within 03 months of yearly commencement of CAMC & Operation)	5	Per month

Note:

- The total amount to be deducted per month is calculated by using the following formula.

Total deduction = Default amount* X Total No. of Non-compliance penalty point.

*Default amount for 1st year will be Rs. 2000/- and thereafter for subsequent years, it will be increased by considering an annual inflation of 6%.

- If the ASFT is not in operation due to non-availability of manpower or and friction testing tyre, it shall be deemed that ASFT is unserviceable and it will be considered as per the Sl. No.3 in addition to Sl. No. 6 and 10, as the case may be.

3. If the supplier does not supply 04 Nos. tyres within 03 months from yearly commencement of Operation & CAMC, AAI may purchase the tyres at the contractor's risk and expense without prejudice to any other right.
4. In case of any disruption of operation of ASFT due to shortage of friction measuring tyres or any other reasons on the part of AAI, no penalty shall be imposed on the contractor in SLA calculation.
5. If the serviceability falls below 75%, no payment shall be made to contractor against operation & maintenance for the whole period of unserviceability on pro-rata basis and AAI may also proceed for alternative arrangement / carrying out of the repair work at the contractor's risk and expense without prejudice to any other right.

TECHNICAL SPECIFICATIONS OF Airport Surface Friction Tester (ASFT)

<u>Technical Specification</u>	Compliance	Remarks/ Documents Attached
General Requirements: The specification describes a computer controlled runway friction testing system designed to meet all the performance requirements of applicable DGCA Aerodrome Advisory Circular (AD AC No.1 of 2019 dated 06th August, 2019), Federal Aviation Authority (FAA) Advisory Circulars, ASTM Standards and International Civil Aviation Organization (ICAO) standards, any other applicable standards, which shall be up- to-date as on date meeting general airport and highway safety standards for vehicles and their use, conform to the requirement of Advisory Circular FAA 150/5210- 5C, Painting, Marking and Lighting of vehicle used on an airport, for airfield vehicles. The equipment will reliably and accurately perform dry or self- wetted slip friction testing as required by the AAI to determine minimum standard pavement slip coefficients along with rain, ice and snow friction testing.		
1. The Airport Surface Friction Tester (ASFT) typically comprises of Self-propelled vehicle, Computer system of latest generation, Self-watering system and Test wheel assembly mounted/integrated at rear side of the vehicle. The ASFT shall be capable to perform the following functions:		
1.1 Be able to conduct friction surveys at speeds of minimum 65 and 95 km/h, within a tolerance of ± 5 km/h. The vehicle, when fully loaded with water, shall be capable of accelerating to these speeds within 150m and 300m from the starting position, respectively. Additionally, the ASFT shall be capable of testing at speeds as low as 40 km/hr. and as high as speed up to 130 km/hr.		
1.2 Shall contain a self-wetting system that distributes water in front of the friction measuring wheel at a uniform depth of 1mm. The flow rate shall be within a tolerance of ± 10 percent for all the above test speeds. The width of the water layer shall be 25 mm wider each side than the test Tire contact width to ensure that the effects of Tire misalignment or cross winds will not invalidate the data.		
1.3 Be equipped with Data Transmitter, automatic water flow meter/regulator and pavement temperature sensor.		
1.4 Be capable of automatically providing friction value average for at least the following conditions. a. The first 100 m of runway. b. Each 150 m increment. c. Each one-third segment of the runway.		
1.5 Be capable of producing a permanent tract of friction measurements versus pavement length at a scale of at least 25 mm equals to 100 m.		
1.6 The ASFT shall have display unit/computer embedded with Windows/android/iOS or similar operating systems and appropriate memory for storage of data, with following features:		
a) Display unit shall be with touchscreen feature.		
b) Minimum Display size: 10-inch screen		
c) Display Resolution: 1024x768 or higher.		
d) The computer shall perform self-tests and diagnostics of the system at start up. Automatic calibration/verification is to be performed at the start up and printout of calibration report in readable format shall be generated.		

e) Only approved operators can access the system with a unique User ID and Password. User ID is then stored together with the data so that it is possible to trace who performed the test.		
f) The information gathered during a friction survey should be stored in an internal microprocessor memory and be readily visible in full colour to the operator in the vehicle.		
g) Data should be uploaded and stored in the Cloud free of cost.		
h) The firm shall upgrade and update computer system, hardware and software during the currency of contract without any extra cost.		
i) The computer system can be programmed for ICAO as well as FAA standard.		
j) Measurement results shall be displayed in real time in full colour screen Touch Panel and also on summary report in pdf format and xml or latest equivalent format is to be generated.		
k) Be capable of re-displaying the friction survey data, stored in the memory, on the screen and print it.		
l) The Touch Screen Panel PC should have embedded Map view of all Indian Airports showing all runways.		
m) Friction Values should pop up on each point on the Runway simply by pointing the cursor on that Point.		
n) The Display computer should have GPS facility and shows the position of the moving vehicle on the Map view on the computer. The system should also show X and Y co-ordinates on any point of the runway in the computer map view.		
o) Digital Map shall display Friction values with appropriate color coding. In addition, it shall be capable of providing data, whereby, the average fiction value for any length of runway can be calculated.		
p) USB memory stick to print pdf report and download complete XML or equivalent formats file.		
q) Measured data shall be transmitted to receiver in location outside the car through wi fi network. Measured data shall be stored in main computer and can be taken any time with USB connection.		
r) The system should have necessary provision for automatic identification of problematic areas i.e. runway area not meeting the required friction level. The system should also have the provision to take out the printout of these readings as and when required.		
s) The computer shall produce report in pdf and xml or latest equivalent format that is sent via a USB stick. Each print-out of the chart produced by the microprocessor shall include the following recorded information. i) Runway designation and date; ii) Time of friction survey; iii) A continuous trace of the friction values obtained for the entire runway length minus the acceleration/deceleration distances; iv) Printed marks depicting each 100 m increment of the runway length so that easy reference can be made by operator in identifying specific areas on the runway pavement surface v) Average friction value for 150m and one-third segments of the runway length as pre-selected by the operator. vi) The average vehicle speed for that segment. vii) Driver Name (Password protected). viii) Equipment ID. ix) Total, Maximum and Minimum Mu (μ) value of tested distance.		
1.7 The firm should also provide the required analysis software to AAI for analyzing the test results.		
2. Regulatory Requirement:		
2.1 DGCA Aerodrome Advisory Circular (AD AC No.1 of 2019 dated 06th August, 2019) and subsequent revision thereof.		
2.2 Comply with ICAO Airport Services Manual, Part 2 and ICAO Airport		

Services Manual, Part 9 and subsequent revision thereof.		
2.3 Meet all the performance requirements of Federal Aviation Authority (FAA) Advisory Circular 150/5320-12C, 150/5200-30D (current version) and subsequent revision thereof.		
2.4 Comply with ASTM Standards: E1551, E2340, E-556		
2.5 Continuous Friction Measuring Equipment shall be FAA approved equipment or listed equipment in DGCA Aerodrome Advisory Circular (AD AC No.1 of 2019 dated 06th August, 2019)		
3. Vehicle Requirements:		
3.1 Right Hand Drive vehicle, complying to BS VI or equivalent emission standard, with fully automatic transmission.		
3.2 The vehicle shall include the following basic equipment: bucket seats for the driver and passenger/operator; heavy duty suspension, anti-lock brakes, cruise control, air-conditioning, power windows, power door locks, power steering, electrically control mirrors, rear window defroster, driver and co- driver air bags and additional interior lighting to adequately view components.		
3.3 A roof mounted light bar with yellow warning lights and two (2) side looking (left & right) spot lights (alley lights) The lights shall be controlled by separate switches mounted for ease of operation by the driver.		
3.4 The yellow warning lights shall be controlled by a single switch.		
3.5 The alley lights (both left & right) shall be controlled by a single switch.		
3.6 Camera(s) with recording facilities shall be provided in the front and rear side of the vehicle, along with LCD monitor of minimum 5-inch size to assist the driver while driving/parking / reversing of the vehicle. The recordings shall be retrievable if required for future analysis.		
3.7 There shall be suitable provision for mounting of VHF R/T set.		
3.8 The vehicle shall be equipped with beep alert function when it attains speed at 65 km/hr and 95 Km/hr.		
4. Test Wheel Requirements:		
4.1 The test wheel shall be the type conforming to ICAO Airport Services Manual, Part 2, ICAO Annex 14 (current version) regulations and also approved by the FAA to determine runway friction values.		
4.2 A non-corrosive cover shall enclose the test wheel assembly to protect the same from road hazards and other objects during the testing.		
5. Watering System		
5.1 The watering system shall include at a minimum capacity of 500 litres of water tank mounted in the vehicle which can measure friction measurement of runway a minimum length of 5,000 meters.		
5.2 The tank shall be collision safe & shall be constructed of non-corrosive material.		
5.3 The tank shall be constructed with appropriate baffles to prevent sloshing effects on the vehicle while handling the same.		
5.4 All tank valves, disconnects and associated parts shall be of brass or other non-corrosive materials, and the nozzles shall be made of brass or stainless steel construction.		
5.5 A water pressure gauge, mounted/provided in the vehicle shall be visible to the vehicle operator and its reading shall be displayed at the main computer.		
5.6 It should be able to fill the water tank quickly by using large diameter hose. The tank filling point shall be from outside the vehicle's body so as to avoid entry of water due to spillage/overflow into the vehicle.		
6. Electronics System		
6.1 The computer system and sensors units of ASFT shall conform to IP67 (International Protection) or above standard.		
7. Calibration System		

7.1 The ASFT shall be provided with necessary equipment to calibrate the friction testing system.		
7.2 The supplier shall depute their engineer every year during the currency of contract i.e. 10 years to check & calibrate all sensors fitted with the ASFT without any extra cost and issue certificate to that effect which shall be valid for a period of 1 year.		
8.0 Tools & Accessories		
8.1 The supplier shall provide one spare tyre with rim (stepney wheel) per ASFT vehicle along with jack & wheel spanner to facilitate changing/rotation of tyres and other related repair works.		
8.2 The standard tool kit/accessories & special tools if necessary for maintenance and repair works shall be provided by the contractor.		

Note: - Any component or part of it or accessories not mentioned in the specification but which are usual or necessary are to be provided by the contractor without extra charge so as to make the equipment complete in all respects to meet the above specifications.

**METHODOLOGY OF TESTING OF ASFT FOR PROTOTYPE INSPECTION /
FACTORY ACCEPTANCE TEST (FAT)**

<u>Technical Specification</u>	Parameter	Inspection Method
General Requirements: The specification describes a computer controlled runway friction testing system designed to meet all the performance requirements of applicable DGCA Aerodrome Advisory Circular (AD AC No.1 of 2019 dated 06th August, 2019), Federal Aviation Authority (FAA) Advisory Circulars, ASTM Standards and International Civil Aviation Organization (ICAO) standards, any other applicable standards, which shall be up- to-date as on date meeting general airport and highway safety standards for vehicles and their use, conform to the requirement of Advisory Circular FAA 150/5210- 5C, Painting, Marking and Lighting of vehicle used on an airport, for airfield vehicles. The equipment will reliably and accurately perform dry or self-wetted slip friction testing as required by the AAI to determine minimum standard pavement slip coefficients along with rain, ice and snow friction testing.	--	Self-Certification
1. The Airport Surface Friction Tester (ASFT) typically comprises of Self-propelled vehicle, Computer system of latest generation, Self-watering system and Test wheel assembly mounted/integrated at rear side of the vehicle (Tow type friction testers are not acceptable). The ASFT shall be capable to perform the following functions:	--	Visual Inspection /Functional Test
1.1 Be able to conduct friction surveys at speeds of minimum 65 and 95 km/h, within a tolerance of ± 5 km/h. The vehicle, when fully loaded with water, shall be capable of accelerating to these speeds within 150m and 300m from the starting position, respectively. Additionally, the ASFT shall be capable of testing at speeds as low as 40 km/hr and as high as speed up to 130 km/hr.	--	Visual Inspection /Functional Test
1.2 Shall contain a self-wetting system that distributes water in front of the friction measuring wheel at a uniform depth of 1mm. The flow rate shall be within a tolerance of ± 10 percent for all the above test speeds. The width of the water layer shall be 25 mm wider each side than the test Tire contact width to ensure that the effects of Tire misalignment or cross winds will not invalidate the data.	--	Visual Inspection /Self-Certification
1.3 Be equipped with Data Transmitter, automatic water flow meter/regulator and pavement temperature sensor.	--	Visual Inspection /Functional Test
1.4 Be capable of automatically providing friction value average for at least the following conditions. a. The first 100 m of runway. b. Each 150 m increment. c. Each one-third segment of the runway.	--	Visual Inspection /Functional Test
1.5 Be capable of producing a permanent tract of friction measurements versus pavement length at a scale of at least 25 mm equals to 100 m.	--	Visual Inspection /Functional Test
1.6 The ASFT shall have display unit/computer embedded with Windows/android/iOS or similar operating systems and appropriate memory for storage of data, with following features:	--	Visual Inspection /Self-certification
a) Display unit shall be with touchscreen feature.	--	Visual Inspection
b) Minimum Display size: 10-inch screen	--	/Functional Test/

c) Display Resolution: 1024x768 or higher.		Technical data sheet/ Self-certification
d) The computer shall perform self-tests and diagnostics of the system at start up. Automatic calibration/verification is to be performed at the start up and printout of calibration report in readable format shall be generated.	--	Visual Inspection /Functional Test
e) Only approved operators can access the system with a unique User ID and Password. User ID is then stored together with the data so that it is possible to trace who performed the test.	--	Visual Inspection /Functional Test
f) The information gathered during a friction survey should be stored in an internal microprocessor memory and be readily visible in full colour to the operator in the vehicle.	--	Visual Inspection /Functional Test/ Technical data sheet
g) Data should be uploaded and stored in the Cloud free of cost.	--	
h) The firm shall upgrade and update computer system, hardware and software during the currency of contract without any extra cost.	--	
i) The computer system can be programmed for ICAO as well as FAA standard.	--	
j) Measurement results shall be displayed in real time in full colour screen Touch Panel and also on summary report in pdf format and xml or latest equivalent format is to be generated.	--	
k) Be capable of re-displaying the friction survey data, stored in the memory, on the screen and print it.	--	
l) The Touch Screen Panel PC should have embedded Map view of all Indian Airports showing all runways.	--	
m) Friction Values should pop up on each point on the Runway simply by pointing the cursor on that Point.	--	
n) The Display computer should have GPS facility and shows the position of the moving vehicle on the Map view on the computer. The system should also show X and Y co-ordinates on any point of the runway in the computer map view.	--	
o) Digital Map shall display Friction values with appropriate color coding. In addition, it shall be capable of providing data, whereby, the average friction value for any length of runway can be calculated.	--	
p) USB memory stick to print pdf report and download complete XML or equivalent formats file.	--	Visual Inspection /Functional Test/ Self-certification
q) Measured data shall be transmitted to receiver in location outside the car through wi fi network. Measured data shall be stored in main computer and can be taken any time with USB connection.	--	
r) The system should have necessary provision for automatic identification of problematic areas i.e. runway area not meeting the required friction level. The system should also have the provision to take out the printout of these readings as and when required.	--	
s) The computer shall produce report in pdf and xml or latest equivalent format that is sent via a USB stick. Each print-out of the chart produced by the microprocessor shall include the following recorded information. i) Runway designation and date; ii) Time of friction survey; iii) A continuous trace of the friction values obtained for the entire runway length minus the acceleration/deceleration distances; iv) Printed marks depicting each 100 m increment of the runway length so that easy reference can be made by operator in identifying specific areas on the runway pavement surface v) Average friction value for 150m and one-third segments of the runway length as pre-selected by the operator. vi) The average vehicle speed for that segment.	--	

vii) Driver Name (Password protected).		
viii) Equipment ID.		
ix) Total, Maximum and Minimum Mu (μ) value of tested distance.		
1.7 The firm should also provide the required analysis software to AAI for analyzing the test results.		
2. Regulatory Requirement:		
2.1 DGCA Aerodrome Advisory Circular (AD AC No.1 of 2019 dated 06th August, 2019) and subsequent revision thereof.	--	Self-Certification
2.2 Comply with ICAO Airport Services Manual, Part 2 and ICAO Airport Services Manual, Part 9 and subsequent revision thereof.	--	Self-Certification
2.3 Meet all the performance requirements of Federal Aviation Authority (FAA) Advisory Circular 150/5320-12C, 150/5200-30D (current version) and subsequent revision thereof.	--	Self-Certification
2.4 Comply with ASTM Standards: E1551, E2340, E-556	--	Self-Certification
2.5 Continuous Friction Measuring Equipment shall be FAA approved equipment or listed equipment in DGCA Aerodrome Advisory Circular (AD AC No.1 of 2019 dated 06th August, 2019)	--	Self-Certification
3. Vehicle Requirements:		
3.1 Right Hand Drive vehicle, complying to BS VI or equivalent emission standard, with fully automatic transmission.	--	Visual inspection/ Check data sheet
3.2 The vehicle shall include the following basic equipment: bucket seats for the driver and passenger/operator; heavy duty suspension, anti-lock brakes, cruise control, air-conditioning, power windows, power door locks, power steering, electrically control mirrors, rear window defroster, driver and co-driver air bags and additional interior lighting to adequately view components.	--	Visual Inspection /Functional Test
3.3 A roof mounted light bar with yellow warning lights and two (2) side looking (left & right) spot lights (alley lights) The lights shall be controlled by separate switches mounted for ease of operation by the driver.	--	Visual Inspection
3.4 The yellow warning lights shall be controlled by a single switch.	--	Visual Inspection /Functional Test
3.5 The alley lights (both left & right) shall be controlled by a single switch.	--	
3.6 Camera(s) with recording facilities shall be provided in the front and rear side of the vehicle, along with LCD monitor of minimum 5-inch size to assist the driver while driving/parking / reversing of the vehicle. The recordings shall be retrievable if required for future analysis.	--	Visual Inspection /Functional Test
3.7 There shall be suitable provision for mounting of VHF R/T set.	--	Visual Inspection
3.8 The vehicle shall be equipped with beep alert function when it attains speed at 65 km/hr. and 95 Km/hr.	--	Functional Test
4. Test Wheel Requirements:		
4.1 The test wheel shall be the type conforming to ICAO Airport Services Manual, Part 2, ICAO Annex 14 (current version) regulations and also approved by the FAA to determine runway friction values.	--	Self-Certification
4.2 A non-corrosive cover shall enclose the test wheel assembly to protect the same from road hazards and other objects during the testing.	--	Visual Inspection
5. Watering System		
5.1 The watering system shall include at a minimum capacity of 500 litres of water tank mounted in the vehicle which can measure friction measurement of runway a minimum length of 5,000 meters.	--	Visual Inspection/ Self-Certification/
5.2 The tank shall be collision safe & shall be constructed of non-corrosive material.		

5.3 The tank shall be constructed with appropriate baffles to prevent sloshing effects on the vehicle while handling the same.		Technical Data sheet
5.4 All tank valves, disconnects and associated parts shall be of brass or other non-corrosive materials, and the nozzles shall be made of brass or stainless steel construction.		
5.5 A water pressure gauge, mounted/provided in the vehicle shall be visible to the vehicle operator and its reading shall be displayed at the main computer.	--	Visual Inspection /Functional Test
5.6 It should be able to fill the water tank quickly by using large diameter hose. The tank filling point shall be from outside the vehicle's body so as to avoid entry of water due to spillage/overflow into the vehicle.	--	Visual Inspection
6. Electronics System		
6.1 The computer system and sensors units of ASFT shall conform to IP67 (International Protection) or above standard.	--	Self-Certification/ Check data sheet
7. Calibration System		
7.1 The ASFT shall be provided with necessary equipment to calibrate the friction testing system.	--	Self-Certification/ Check data sheet
7.2 The supplier shall depute their engineer every year during the currency of contract i.e. 10 years to check & calibrate all sensors fitted with the ASFT without any extra cost and issue certificate to that effect which shall be valid for a period of 1 year.	--	Self-Certification for compliance
8.0 Tools & Accessories		
8.1 The supplier shall provide one spare tyre with rim (stepney wheel) per ASFT vehicle along with jack & wheel spanner to facilitate changing/rotation of tyres and other related repair works.	--	Visual Inspection
8.2 The standard tool kit/accessories & special tools if necessary for maintenance and repair works shall be provided by the contractor.	--	Visual Inspection

SITE ACCEPTANCE TEST (SAT) CERTIFICATE FOR ASFT/CERTIFICATE FOR RECEIPT OF ASFT AT SITE

Sl. No.	Items as per packing List Duly Verified by FAT	Quantity	Quantity after Physical Verification

Note:

During physical verification of ASFT one member from Tech. Department shall be present along with Supplier's representative(s).

This is to certify that _____ Airport has received _____ No. of ASFT bearing

chassis no(s) _____ on (date) _____ from M/s _____

in good condition along with standard fittings, Tools & Accessories (if any).

Signature: Supplier Representative(s): _____

Name:

Designation:

AAI: Representative of Technical Dept. Sign. _____

Name:

Designation

**CERTIFICATE FOR RECEIPT OF BANK GAURANTEE AGAINST CAMC &
OPERATION AND DEPLOYMENT OF MANPOWER**

This is to certify that _____ Airport has received Bank Guarantee towards CAMC &
Operation of Airport Surface Friction Tester from M/s. _____
on date _____.

Also, the contractor has deployed 02 Nos. manpower for the operation & maintenance of ASFT and the ASFT
was put into operation w.e.f _____.

Signature (Supplier Representative(s): _____

Name:

Designation:

AAI: Engineer-In Charge _____

Name:

Designation

FORMAT FOR ACCEPTANCE LETTER
(On the letter head of the Firm)

To

The Jt. General Manager (Tech.)
Airports Authority of India
AAI Office Complex,
Safdarjung Airport
New Delhi - 110 003, India

Name of work: Supply of 08 Nos. Airport Surface Friction Tester (ASFT) with Operation & Comprehensive Annual Maintenance Contract at various Airports in India.

Sir,

1. The tender document for the work **“Supply of 08 Nos. Airport Surface Friction Tester (ASFT) with Operation & Comprehensive Annual Maintenance Contract at various Airports in India.”** have been issued to us/me by Airports Authority of India (AAI) through CPP Portal and I / we hereby certify that I / we have inspected the sites and read the entire terms and conditions of the tender documents, 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(s) the tender conditions of AAI’s tender documents in its entirety for the above work.
3. The contents of the clauses of Notice Inviting Tender of the Tender documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on quoted rates if any) in the tender, enclosed in envelope-2 and the same has been followed in the present case. In case, this provision of the tender is found violated after opening envelope-2, 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 earnest money.
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’.**
5. I / We do hereby declare and state that none of my/our near relatives is posted in AAI as officer responsible for award and execution of this particular tender/work and that no employee of AAI is a Director / Proprietor / Partner or holding any other post in my/our Firm/Company. I / We further undertake to intimate the names of persons, if any who are working with me / us in any capacity or are subsequently employed by me / us and who are near relatives to any officer in AAI.
6. I/We hereby submit the required Earnest Money Deposit amounting to **INR ₹ 56,59,200 (Rupees Fifty-Six Lakhs Fifty-Nine Thousand Two Hundred only)** to be submitted **online or offline** in form of BG (as per Format provided in **Annexure- VII**) for the above-mentioned Tender work (Not Applicable for bidders exempted to pay EMD as per guidelines of Government of India).

Thanking you,

Sincerely yours,

(Signature of the Bidder with Company’s Seal)

**PROFORMA FOR UNDERTAKING FOR BLACKLISTING
(On the letter head of the Firm)**

To

The Jt. General Manager (Tech.)
Airports Authority of India
AAI Office Complex,
Safdarjung Airport
New Delhi - 110 003, India

Name of work: Supply of 08 Nos. Airport Surface Friction Tester (ASFT) with Operation & Comprehensive Annual Maintenance Contract at various Airports in India. –**Undertaking.**

Sir,

In compliance with the tender requirement for the above-referred work. I/We (name and post of authorized signatory) on behalf of (Name of firm) do here by solemnly affirm and declare as follows:

1. 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.
2. 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.
3. I/We undertake that, our firm possess the required tools, plants, skilled manpower, etc. required for execution of work as per scope of the tender.
4. 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.
5. 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.
6. 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 only.
7. I/We undertake that, our firm or our subsidiary firm or our parent firm has not submitted alternate or partial bid(s).
8. 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.

Dated:

Signature of the Authorized signatory

Name:
Agency / Firm:
Telephone:
Fax:
E-mail:
Stamp:

Item Rate BoQ (Indicative)**Tender Inviting Authority:** Airports Authority of India**Name of work:** Supply of 08 Nos. Airport Surface Friction Tester (ASFT) with Operation & Comprehensive Annual Maintenance Contract at various Airports in India.**Contract No:** ----- (**Tender ID:** 2022_AAI_115211_1)**Name of the Bidder/Bidding Firm/Company:****Price Schedule**

Number#	Text#	Number#	Text#	Number#	Number#	Number#	Number#	Number#	Text#
SL No	Item Description	Quantity	Units	Basic Cost per unit To be filled by the Bidder in INR	Average Transportation Charges per unit without GST To be filled by the Bidder in INR	Average Transit Insurance Charges per unit without GST To be filled by the Bidder in INR	Charges per unit for Operation, routine maintenance including cost of consumables and spares during the warrantee period of 02 years and charges per unit for Operation and CAMC for 08 years thereafter excl. GST @ 157.12 % of Basic Cost in INR	Total Amount for 8 Nos. ASFT in INR	Total Amount in Words
1	2	4	5	13	14	15	16	53	55
1	Supply of 08 Nos. Airport Surface Friction Tester (ASFT) with Operation & Comprehensive Annual Maintenance Contract at various Airports in India.	08	Nos.	-	-	-	-	-	-
2	Note: 1.The BOQ should be filled only in electronic format of BOQ. Amount filled in BOQ in electronic format shall be final for financial bid evaluation. 2.Bidder shall only enter numeric value in column 13,14,15. Conv and paste of numeric value in cells should not be done.								
3	Total in Figures								
4	Quoted rate in words								

ATTACHMENT TO BOQ

Name of Work: “Supply of 08 Nos. Airport Surface Friction Tester (ASFT) with Operation & Comprehensive Annual Maintenance Contract at various Airports in India.”.

Breakup Cost of Transportation & Transit Insurance of 08 Nos. ASFTs:-

S. No.	Name of Airport	Qty. (Nos.)	Transportation Cost in INR (excl. GST)	Transit Insurance Cost in INR (excl. GST)
1	Chennai	1		
2	Kolkata	1		
3	Indore	1		
4	Patna	1		
5	Calicut	1		
6	Amritsar	1		
7	Varanasi	1		
8	Agartala	1		
9	Total	08 Nos.		
10	Average Cost per unit [S.No.9/Qty (8)]			

GENERAL NOTE FOR BOQ

1. Prices shall be quoted and submitted as per the guidelines of E-Tender Portal (<https://etenders.gov.in/eprocure/app>) only. Please read Section-A of General Information and Guidelines (GIG).
2. Average cost excluding GST of transportation & transit Insurance from factory premises to consignee place/airport in India should be filled in INR only in BoQ Annexure-II as per Annexure-III i.e. Attachment to BoQ.
3. Duly filled, signed and scanned copy of Annexure-III i.e. Attachment to BoQ (pdf format) shall be up-loaded as an attachment to BoQ.
4. The payment of the transportation and transit insurance charges shall be made as per actual(s) on production of the documentary proof / invoices raised by the actual service provider(s) in name of supplier subject to maximum rates quoted in the Attachment to BoQ.
5. In case the supplier opts to deliver the ASFT without taking the services of transporter, in that case the supplier shall be required to submit a certificate stating that ASFT has been transported by engaging the manpower and in that case the requirement of documents from service provider i.e. transporter shall not be required.
6. The Bidder should not write/quote NIL in any of the line item otherwise the tender shall be rejected. In case the bidder does not want to quote any amount for any item they may quote amount as 0.00 in their financial bid but overall quote of 0.00 will be treated as unresponsive bid and will not be considered.
7. Item-rates in BOQ shall be quoted by the bidder incl. of all taxes, duties, cess, fee, royalty charges etc. levied under any statute but exclusive of GST. GST shall be paid to the contractor for any taxable supply/services against a valid tax invoice as per terms & conditions of the contract.
8. The rate quoted by bidder towards taxes as flat rates and any claim towards increase in statutory Taxes, the bidder is required to produce Government of India notification towards taxes prevailing at the time of submission of bid versus time of supply of the items while seeking claim towards increase in statutory taxes in India/State of India. In case no extra payment is claimed by the bidder towards increase in statutory taxes, a certificate/undertaking is required to be given by bidder that statutory tax has not decreased during the period between date of submission of bid & date of supply of the items. Any decrease in statutory taxes between the above said periods shall be passed to AAI while claiming payments. If supplies are delayed for reasons attributed to the suppliers, the increase rate of statutory taxes shall be borne by the supplier and any benefit accruing due to decrease in statutory taxes shall be passed on to AAI.

**PROFORMA FOR PERFORMANCE BANK GUARANTEE (BANK GUARANTEE BOND) FOR
SUPPLY**

(To be stamped in accordance with stamp Act)

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

To

Airports Authority of India

1. In consideration of the Chairman, AAI (hereinafter called “AAI”) having offered to accept the terms and conditions of the proposed agreement between and.....[hereinafter called the said Contractor(s)] for the work.....(herein after “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. We..... (indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs.....(Rupees..... only) on demand by AAI.

2. We..... (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made by AAI on the Bank through written communication shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only).

3. We, the said Bank, further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under his bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We.....(Indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We.....(indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter

or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
8. This guarantee shall be valid upto..... **(Guarantee/Warranty period + 90 Days)** unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only) or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of:

Dated this _____ Day of _____

WITNESS

1 For and on behalf of (The Bank)

Signature _____

2 Name & Designation _____

Authorisation No. _____

Name & Place _____

Bank's Seal _____

The above Guarantee is accepted by Airports Authority of India. For and on behalf of Airports Authority of India.

Signature _____

Name _____

Designation _____

Dated _____

**PROFORMA FOR PERFORMANCE BANK GUARANTEE (BANK GUARANTEE BOND) FOR
OPERATION & CAMC**

(To be stamped in accordance with stamp Act)

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

To

Airports Authority of India

1. In consideration of the Chairman, AAI (hereinafter called “AAI”) having offered to accept the terms and conditions of the proposed agreement between and.....[hereinafter called the said Contractor(s)] for the work.....(herein after “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. We..... (indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs.....(Rupees..... only) on demand by AAI.

2. We..... (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made by AAI on the Bank through written communication shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only).

3. We, the said Bank, further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under his bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We.....(Indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We.....(indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter

or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
8. This guarantee shall be valid up to..... **(120 Months + 90 Days)** unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only) or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of: _____ Dated this _____ Day of _____

WITNESS

1 For and on behalf of (The Bank)

Signature _____

2 Name & Designation

Authorisation No.

Name & Place

Bank's Seal

The above Guarantee is accepted by Airports Authority of India. For and on behalf of Airports Authority of India.

Signature_____

Name _____

Designation

Dated _____

TENDER-FORM

Full Name and Address of the Bidder. The addition to the Post Box No. if any, should be Quoted in all Communication to this Office	Name of the Bidder	
	Telephonic Address	
	Telephone No.	
	Fax No.	
	Code Used	

To

The Jt. General Manager (Tech.)
Airports Authority of India
AAI Office Complex,
Safdarjung Airport
New Delhi - 110 003, India

Dear Sir,

I/We hereby offer to execute the work detailed in the schedule hereto or such portion thereof as you may specify in the acceptance Tender at the price given in the said schedule and agree to hold this offer open till I/We shall be bound by a communication of acceptance of dispatch within the prescribed time.

I/We have understood the instructions, to bidders and the terms & conditions mentioned in the invitation to Tender and conditions of contract governing contracts placed by the Airports Authority of India and have thoroughly examined the specifications/drawings and/or pattern quoted in the tender form hereto and /or fully aware of the nature of the work required to be carried out and my/our offer is to execute the work required strictly in accordance with the requirements of the terms and conditions stipulated.

Should this tender be accepted, in whole or in part, I/We hereby agree: -

1. To abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable, and /or in default thereof forfeit to and pay to Airports Authority of India the sum of money mentioned in the said conditions.
A sum of **INR ₹ 56,59,200.00** is hereby forwarded in the form of online mode through Payment Gateway on CPP Portal / Bank Guarantee in favour of Airports Authority of India, New Delhi on a Scheduled Commercial Bank (as per RBI Schedule) having office in India as earnest money. If I/We fail to commence the work specified in the above memorandum I/We agree that the said Chairman, Airports Authority of India, or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. (Not Applicable for bidders exempted to pay EMD as per guidelines of Government of India)
2. To execute all the work referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered **within currency of contract** up to a **maximum of ±30%** in the case of all items of the **schedule of quantity (BoQ)** at the rate quoted in the tender documents. I / we have inspected the site of work and have fully satisfied myself / ourselves as to the nature of site of work, local facilities of access, availability of materials and other site conditions relevant to this contract.

The following pages have been added to and form part of the tender.

Yours Faithfully,

Signature of Bidder

Address:

Signature of Witness

Address:

Bank Guarantee Format for EMD
(On Non- judicial stamp paper of Rs.100.00)

Bank Guarantee

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

Dear Sir,

1. 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) issued by the Airports Authority of India as purchaser.
2. M/s _____ (fill in the name of bidder) has approached the bank for providing a Bank Guarantee for EMD for participation in said tender.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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 PQQ/Technical bid) 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 terms and conditions of the said tender.

Truly yours,

(Authorized Signatory of the Bank)

**UNDERTAKING TO BE SUBMITTED BY AGENCY WHO WISH TO CLAIM PREFERENCE
UNDER MAKE IN INDIA (MII) POLICY**

**(To be submitted in sealed Envelope in the o/o Bid Manager along with Form I, II, III & IV before
opening of Financial Bid mentioning Tender ID on the envelope)**

Name of the work _____

Name of Contractor/Firm _____

Bid No. _____

I/we have applied for above tender for the work of _____ and
hereby undertake that:

- I/we have gone through the “Make in India Policy” mentioned in the tender document and have understood the provisions available in the policy.
- We ____ (Name of the firm) ____ are participating in the tender as ____ (Class-I Local Supplier/ Class- II Local Supplier as the case may be).
- The details of the location(s) at which local value addition is made is : _____
- I/We will submit the details as per Form-III i.e. calculation of actual local content in goods/services provided in Make in India policy available in tender document. This detail will match with the rates quoted in Schedule of Quantities (i.e. Submitted price bid). Failing which AAI shall have full rights to consider my/our bid as non-make in India bid and price preference as per the provisions of Make in India policy shall not be applicable even though the local content is more than 50%.
- I/we will submit filled and signed Forms-I, II, III & IV in sealed envelope to bid manager in original hard copy such that the documents will reach before scheduled date of opening of price bid or as directed by AAI. In case of non-submission of these documents till scheduled time and date, my/our bid shall be treated as non-Make in India bid.

Signature of the Contractor:

Date:

FORM – “I”**Make of items/materials /accessories sourced from India**

(To be submitted in hard copy in the O/o Bid Manager, before opening of financial bid)

S. No.	Description of Accessories & Items	Make of Accessories & Items Proposed

Signature of the Bidder with Company's Seal

Make of Imported items and accessories*(To be submitted in hard copy in the O/o Bid Manager, before opening of financial bid)*

S. No.	Description of Accessories & Items	Make of Accessories & Items Proposed

Signature of the Bidder with Company's Seal

CALCULATION OF LOCAL CONTENT IN GOODS / SERVICES*(To be submitted in hard copy in the O/o Bid Manager, before opening of financial bid)*

Sl. No.	BoQ Item No.	Total Value of the Items procured (Foreign component after conversion into INR including custom duty + Domestic component excluding GST)					Local Content in INR (i.e. value addition done in India)	Percentage of local content	Location at which Value addition is done in India
		CIF Amount in INR (Conversion rate at the time of submission of Bid)	Applicable custom duty excluding IGST on (P) in INR	Foreign Component including custom duty and excluding IGST in INR	Local content excluding GST in INR	Total Value of the Item procured in INR			
		(P)	(Q)	R=(P+Q)	(S)	T=(R+S)		(S/T) x 100	
1									
2.									

Signature of Bidder with Company's Seal

Certificate from the statutory auditor or cost auditor of the company
(To be submitted in hard copy in the O/o Bid Manager, before opening of financial bid)

- i) The local supplier shall be required to provide a following certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- ii) We _____ the statutory auditor or cost auditor of the company (in the case of companies) of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory local content requirements of the Goods and Services i.e. _____ quoted vide Offer no. _____ dated _____ against AAI's tender no. _____ by M/s _____ (name of the bidder).

Signature
Stamp of Auditor

PRE-CONTRACT INTEGRITY PACT

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

AND

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

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract for The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization “ Transparency International” (T I) headquartered in Berlin (Germany).The Authority will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for In response to the NIT (Notice Inviting Tender) dated Contractor is signing the contract for execution of NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to

Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Authority;

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

exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

2. 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 Then Bidder/Contractor further undertakes

3.1.1 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or 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 / Contactor 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.
 - a) If he receives demand for an illegal/undue payment/benefit.
 - b) If he comes to know of any unethical or illegal payment/benefit.
 - c) If he makes any payment to any Authority's associate(s)
- 3.10 The Bidder/Contactor 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/Contactor 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 sub- contractor(s) and associate(s) whose value of the work contribution exceeds Rs 0.5 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 Guarantee/Warranty Period, Performance Guarantee/Bond.

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

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

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
- (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
- (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

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

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

6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.

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

6.6 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 submits 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.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall entitle 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.

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

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) 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. _____
_____	2. _____

GST Undertaking

I/We..... (Name & post of authorized signatory) on behalf of
..... (Name of bidder) do hereby solemnly declare the following.

That our firm/ Indian Subsidiary/ Indian Associate has been registered under GST having registration
no..... and fully compliant of GST provisions.

That in case of non-compliance of GST provisions and blockage of any input credit, our firm shall be responsible
to indemnify Airports Authority of India.

That all input credits have been passed on to AAI by our firm.

Signature.....

Name of the authorized Signatory of the bidder.....

Date.....

Seal

A G R E E M E N T

CONTRACT AGREEMENT NO.

This agreement is made and executed at -----(.) on this ----- day of ----- between Airports Authority of India as a statutory corporation incorporated under Airports Authority of India Act, 1995 having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi- 110003. Through its{Engineer –In-Charge (Designation of Officer) of -----(Respective Airport)} (hereinafter referred to as “OWNER” or “AAI” which expression shall include its Administrators, Successors, Executors and Assigns) of the one part and M/s. referred to as “CONTRACTOR” which expression shall include its Administrators, Successors, Executors and permitted assigns of the other part.

Whereas, Airports Authority of India is desirous of getting the work of..... (Hereinafter called the “WORK”) done and had invited tenders for this work as per tender documents sold for this purpose. And Whereas, M/s has participated in the above referred bidding vide their tender dated and AAI has accepted their aforesaid proposal and awarded the work to as per terms and conditions contained in its award Letter Number and documents referred to therein which have been accepted by resulting into a “CONTRACT”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

ARTICLE 1.0AWARD OF CONTRACT

Airports Authority of India has awarded the contract to for the work of with the terms and conditions contained in its award letter and the documents referred to therein. The award has taken with effect from i.e. the date of issue of aforesaid letter. The terms and expression used in this Agreement shall have the same meaning as are assigned to them in the “CONTRACT DOCUMENTS” referred to in the succeeding article.

ARTICLE 2.0CONTRACT DOCUMENTS

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “CONTRACT DOCUMENTS”)

Sl. No.	NAME OF DOCUMENTS	PAGE No
1.		
2.		
3.		

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part thereof conform to the tender document and what has been specifically agreed by the owner in its letter of award. Any matter inconsistent therewith, contrary or repugnant to or any deviation taken by the Contractor in its ‘Proposal’ not agreed to by the owner in its letter of award or any other letter which to have been withdrawn by the contractor, for the sake of brevity, this agreement along with its aforesaid contract document shall be referred to as the “AGREEMENT”.

ARTICLE 3.0 (CONDITION OF CONVENANTS)

3.1 The scope of contract, consideration, terms of payment, period of completion, defects liability period, price adjustment, taxes whichever applicable, insurance, liquidated damages and all other terms and conditions are contained in the aforesaid contract documents. The contract shall be duly performed by the Contractor strictly and faithfully in accordance with terms of the Agreement.

3.2 The Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.

ARTICLE 4.0

4.1 SETTLEMENT OF DISPUTES

It is specifically agreed by and between the parties that all the difference or disputes arising out of the Agreement of touching the subject matter of the Agreement shall be decided by process of settlement and arbitration, as specified in Clause 2.22, Section-B of the Tender and the provision of the Indian Arbitration Act, 1996 shall apply and Delhi Court alone shall have exclusive jurisdiction over the same.

4.2 NOTICE OF DEFAULT

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have duly and properly served upon the parties here to if delivered against acknowledgement due addressed to the signatories at the addresses mentioned here in above.

This contract Agreement is allotted the numberIN WITNESS WHEREOF, the parties through their duly authorized representative have executed these present (execution whereof has been approved by the Competent Authority of both the parties) at the day, month and year first above mentioned at .

SIGNED FOR AND ON BEHALF OF
CONTRACTOR

SIGNED FOR AND ON BEHALF OF
AAI

WITNESS:

- 1.
- 2.

UNDERTAKING REGARDING AVAILABILITY OF SPARES
(REFER PARA 3.13 OF SECTION-C & 2.10 OF SECTION-C1)

We hereby undertake:

1. To maintain the availability of minimum level of quantity for consumable & non-consumable spare parts for all periodical / preventive and breakdown maintenance on continuous basis during entire period of Operation & CAMC contract at all consignee airports. A list of such consumables & non-consumables spare parts (year-wise from 2022-2034) is enclosed herewith as per format below:

Year	Sl. No.	Description of Spares	Quantity
2022	1		
2022	2		
Year	Sl. No.	Description of Spares	Quantity
2023	1		
2023	2		

A separate sheet/rows for each Year may be attached, if required.

2. To supply the spares to AAI for entire life of equipment of 10 (Ten) years after expiry of guarantee/warranty on a continuous basis at a mutually agreed cost.
3. That in the event of going out of production of the equipment/spare parts,
 - a. We will give adequate advance notice to AAI so that the later may order spares in one lot for the life of the equipment, if AAI desires and
 - b. We will make available the blue prints, drawings of the spare parts and specifications of materials at no cost to AAI, to enable AAI to get the same fabricated or procured from other sources.
4. ‘‘DIRECTORY’’ of supplier of parts outsourced with their full address are enclosed herewith as per format below:

S. No.	Name of Firm	Full Address of Firm	Contact Person's details with e-mail & Phone Number	Description of parts outsourced
1				
2				

A separate sheet may be attached, if required.

Date:

Signature of Bidder with Company's Seal

Training Certificate for ASFT

This is to certify that No(s) of **ASFT** received on dated..... has been commissioned at Region / Airport on dated And Training was imparted toNos. of AAI Employees from..... to by Shri, Designation of M/s.....

Sl.No	Name of AAI Official	Designation	Signature of AAI Official

Signature of Technical In charge

Region/Airport.....

Date

Form of Supplementary Agreement

This Supplementary License Agreement is made at _____ on _____ day of _____ (month), 2021/22 executing and supplementing the agreement no. _____ dated _____ Supply, Operation and CAMC of (hereinafter referred to as main agreement) by and between:

(1) Airports Authority of India (AAI), a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 and having its corporate office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi-110003 hereinafter called the ‘Purchaser/Authority’/First Party (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airports Directors or Officers specified by competent authority in this behalf, and shall also include its successors and assigns) of the one part.

And

_____ hereinafter referred to as ‘Supplier’/Other Party (which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representatives, successors and assigns of the Supplier).

Authority and Supplier are individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

1. That WHEREAS the Supplier has substantially completed the supply of items described in and covered by the Main Agreement..... except the item mentioned in the schedule annexed to this Agreement; and whereas both the parties are desirous that the items mentioned in the schedule annexed to this agreement should be executed by the Supplier after the completion of supply of said equipment or after the completion of guarantee/ warranty period as covered by Main Agreement.,
2. Whereas both parties have agreed to execute main agreement. Now this deed is witnessed as under:
 - a) That the Supplier shall and will execute the work covered by the items mentioned in the schedule annexed to this agreement at the rates and as per the terms and conditions of the Main Agreement..... whenever called upon to do so by the Technical-In-Charge, within stipulated period from the date hereof.
 - b) That the Supplier shall have absolutely no claim of whatsoever nature against Authority for doing the work mentioned in the schedule annexed to this Agreement as required under clause (a) above, except the Payment as stipulated in Clause _____ of Main Agreement.
 - c) That the Supplier shall be liable to execute all other items arising out of the Main Agreement which in the opinion of the Technical-In-Charge are necessary.
 - d) That the Supplier shall commence working on items mentioned in the schedule annexed to this Agreement within days from on the receipt of communication to the effect from the Technical-In-Charge or from any date fixed in the said communication and shall complete the work within the time fixed by the said Technical-In-Charge or as extended by him from time to time.
 - e) That on the due execution and completion of this agreement by the parties, the bill of the Supplier in relation to the work already executed by Supplier under the Main Agreement shall be provisionally finalized by the first party and payment on account, if any amount is due, shall be made to the Supplier subject to Authority right to retain such amount as is considered reasonable as a security for the execution of the work mentioned in the scheduled annexed to this agreement and Authority shall have the right to

deal with the said amount of security as it deems proper under the terms and conditions of the Main Agreement.

- f) Further, on the execution and completion of this supplementary agreement, the Supplier shall be entitled to claim back security deposit as mentioned in Clause (d) above relating to the work in question, subject to the right of the first party to retain such amount as he thinks reasonable as mentioned above soon after the CAMC period of month(s), as the case may be mentioned in Clause No. of the original agreement, is over.
- g) That the final bill relating to work under the Main agreement and Supplementary Agreement will be prepared separately after the completion of the work covered by both Agreements.

3. Except as modified by this agreement the Main Agreement shall remain in the full force and effect.

IN WITNESS WHEREOF THE ABOVE-MENTIONED PARTIES HAVE PUT THEIR signature on this day the

(Signature of Supplier)

(Signature of accepting authority)
For and on behalf of Chairman,
Airports Authority of India

(Signature of Witness)
Name & Address
of witness _____

(Signature of Witness)
Name & Address
of witness _____

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

.....Contd. p/2

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

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

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'*.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

.....Contd. p/3

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

.....Contd. p/4

- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders -
In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
 - b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
 - c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
 - d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
 - e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

.....Contd: p/5

percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

.....Contd. p/6

- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

.....Contd. p/7

- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."
- 10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.
- 11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
- 12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

.....Contd. p/8

13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

.....Contd. p/9

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

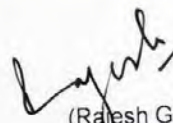
17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



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Director

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Procedure for Online Payment on CPP Portal through Payment Gateway

Procedure for Online Collection of EMD and Tender Fee from Bidders

1. Bidder will login to the portal <https://etenders.gov.in/> with valid User ID (i.e. User ID mapped with Digital Signature Certificate) and follow the process of participation to the tender.
2. After Login search the tender in “Search Active Tender” tab with different criteria after that click on “set as favorite” to move on “My Tender”. Then click on “My tender” and view the tender details and click on proceed for Bid Submission.
3. For submission of online Tender Fee and EMD, click on Button as “Pay Online”
4. **In case of Tender Fee:** If the Bidder is exempted from the tender fee payment, then select the option to “Yes” other wise “NO” as per below screenshot:

5. **In case of EMD:** If Bidder is paying EMD through any of below options, Select the option “Yes” (as per below screenshot) and provide the details and upload copy as a proof.
 - Bank Guarantee (BG)/Swift Transfer (ST)
 - Exempted from EMD Payment,

Note: For submitting “EMD through BG/ST” or “Exemption from EMD payment” bidder must select “Yes” otherwise bidders will not have the option to pay EMD through Bank Guarantee. Once proceeded it is not possible to revert the option.

6. Select option “NO” (as per below screenshot) for proceeding for Online EMD payment.

After selecting the option, click on “Next” Button as per above screenshot. Further process to be followed as per subsequent screen.

STEPS FOR MAKING TENDER PAYMENTS IN ETENDERS SYSTEM VIA SBI BANK GATEWAY

(SBI AND NON SBI ACCOUNT HOLDERS)

Home Page.

Login as a bidder into etenders.gov.in to proceed for payment.



Step 1) Click "Pay Online" when you reach below page while Online Bid Submission.

User Management

My Accounts

My Documents

Auction Management

My Auctions

Live Auctions

View Auction History

Bid Management

Search Active Tenders

My Tenders

Clarification

My Active Bids

Bid Opening (Live)

Short fall Documents

Online Payment Status

My Bids History

Short Fall Documents History

Archived Clarification

Tender Status

My Withdrawn Bids

BID MANAGEMENT

My Tenders

2018_LSGD_204397_1

Transaction Message

Organization Chain : NIC|NIC Contracts

Tender Reference Number : PW3/23401/18

Tender ID : 2018_LSGD_204397_1

Tender Title : PW3/23401/18 PRO.NO.604/18-19 DYN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Bid Process List

S.No	Bid Process	Action
1	Profile	

Bid Payment Details

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid	Paid Fee
1	Tender Fee	2500.00 (INR)	0.00	2500.00 (INR)	0.00
2	Emd Fee	37500.00 (INR)	0.00	37500.00 (INR)	0.00

Pay Online

Encrypt&Upload

Version:1.09.06 04-Feb-2018

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Step 2) Click “Confirm to Pay” to proceed with the payment gateway, as below.

Note: Please ensure that you have availed Tender Fee / EMD Exemption, if eligible. Further, there would not be any provision to change back, under any circumstances.

BID MANAGEMENT

Offline/Online Payment Confirmation

Organization Chain : NIC||NIC Contracts
Tender Reference Number : PW3/23401/18
Tender ID : 2018_LSGO_204397_1
Tender Title : PW3/23401/18 PRO.NO.604/18-19 D/VN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid
1	Tender Fee	2128.00 (INR)	0.00	2128.00 (INR)
2	Emd Fee	23100.00 (INR)	0.00	23100.00 (INR)

Portal Alert :

- Beyond this stage, you will not be able to edit Fee or Exemption details.
- Please confirm that the exemption and amount to be paid are correct.

I hereby confirm that the above payment details are correct.

[Back](#) [Confirm to Pay](#)

Version:1.09.06 04-Feb-2018 (c) 2008 Tenders NIC, All rights reserved.

Step3) Verify that the Tender fee and EMD shown are correct, as per tender document. Then, select the payment option **SBI MOPS** and Submit, as below.

Note: In case of any mismatch in tender payments, with reference to tender documents, please contact TIA for clarifications.

User Management
My Accounts
My Documents
Auction Management
My Auctions
Live Auctions
View Auction History
Bid Management
Search Active Tenders
My Tenders
Clarification
My Active Bids
Bid Opening (Live)
Short Fall Documents
Online Payment Status
My Bids History
Short Fall Documents History
Archived Clarification
Tender Status
My Withdrawn Bids

BID MANAGEMENT
Online Payment Gateway

Organization Chain : NIC|NIC Contracts
Tender Reference Number : PW3/23401/18
Tender ID : 2018_LSGD_204397_1
Tender Title : PW3/23401/18 PRO.NO.604/18-19 DVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Fee Type	Actual Fee	Exempted Fee	Fee To be Paid
Tender Fee	2,500	0	2,500
Emd Fee	37,500	0	37,500
Total Fee			40,000

Choose Payment Option
☒ SBI MOPS

Back Submit

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Step 4) Check and Follow the **Terms and Conditions**, and then **Submit**, as below.

BID MANAGEMENT

OnLine Payment Gateway

Payment Verification

Organization Chain : NIC|NIC Contracts
Tender Reference Number : PW3/23401/18
Tender ID : 2018_LSGD_204397_1
Tender Title : PW3/23401/18 PRO.NO.604/18-19 DVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Pay Model : SBI MOPS

✓ **Terms And Conditions.**

- You are being redirected to the SBI MOPS site.
- You have to complete the transaction with in the session time which is approximately 15 minutes.
- Money once transferred towards tender fee shall not be refunded at any point of time. This is applicable even in case you have not completed the tender process.
- Once payment is successfully completed, you will be automatically redirected back to e-Procurement site.
- It is the responsibility of the Individual to ensure that the payment is successfully completed and eProcurement system is not responsible for any malfunctions in the Bank payment gateway.
- please take print screen for bank acknowledgement page.

[Back](#) [Submit](#)

Version:1.09.06 04-Feb-2018 (c) 2008 Tenders NIC, All rights reserved.

Step 5) Bidders may choose the type of transaction and proceed for payment.

SBI ONLINE

STATE BANK MULTI OPTION PAYMENT SYSTEM

Please Select Appropriate Card Type To Avoid Failures (Credit Card Optional) For Debit Card

Net Banking

SBI Bank Charges: 11.8 [Click Here](#)

Other Banks Bank Charges: 132.5 [Click Here](#)

Card Payments

Other Payments Modes

NEFT NEFT/RTGS Bank Charges: 133.8 [Click Here](#)

[Cancel](#)

© State Bank of India Site best viewed at I.E. 10 +, Mozilla 36 +, Google Chrome 36 +

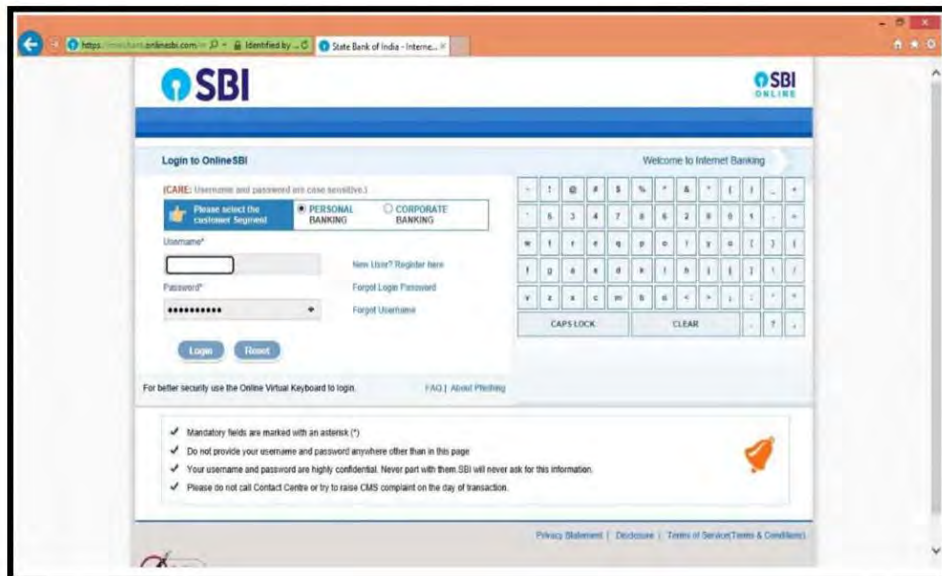
Step 6) Once the Payment type is selected it navigates to the respective landing page.

a) SBI

i. Bidders with SBI account may click **SBI** option to proceed to its Net Banking Page



ii. Bidders may enter SBI Net banking user ID and Password and Click on **Login** to proceed.



The screenshot displays the SBI Online Banking login interface. At the top, the SBI logo is visible on the left, and 'SBI ONLINE' is on the right. The main heading is 'Login to Online SBI'. Below this, there's a note: '(ICARE: Username and password are case sensitive.)'. A prompt says 'Please select the customer segment' with two radio buttons: 'PERSONAL BANKING' (selected) and 'CORPORATE BANKING'. The login form includes fields for 'Username*' and 'Password*', both marked with an asterisk to indicate they are mandatory. There are links for 'New User? Register here', 'Forgot Login Password', and 'Forgot Username'. A 'Login' button is present. To the right of the form is a 'Welcome to Internet Banking' message and a virtual keyboard. Below the keyboard are 'CAPS LOCK' and 'CLEAR' buttons. At the bottom, a security notice states: 'For better security use the Online Virtual Keyboard to login.' followed by links for 'FAQ | About Pinning'. A list of security tips is provided: 'Mandatory fields are marked with an asterisk (*)', 'Do not provide your username and password anywhere other than in this page', 'Your username and password are highly confidential. Never part with them. SBI will never ask for this information.', and 'Please do not call Contact Centre or try to raise CMS complaint on the day of transaction.' At the very bottom, there are links for 'Privacy Statement', 'Disclosure', and 'Terms of Service/Terms & Conditions'.

iii. Please ensure that your account has sufficient balance, before proceeding further. After checking the same, Click **Confirm** button as below, to transfer payment. After account debit, MOPS gateway will automatically re-direct to the eProcurement System, with the Success transaction.

State Bank of India

STATE BANK OF INDIA (SBI) | https://merchant.online.sbi.com/merchant/merchantdetails.htm

Your previous site visit: 28-Feb-2018 16:08 IST

UP Electronics Corporation | 01-Mar-2018 [13:04 IST]

Warning: You have not performed any UP Electronics Corporation transactions today.

Verify and confirm UP Electronics Corporation transaction details

Debit Account Details	Description	Branch
Account No. 00000020059127225	Savings Account	BESANT NAGAR, CHENNAI
Reference Number 220957521676		
Department ID UPELCC		
EMD Amount 2		
Tender Fee 1		
RISL Fee 0		
Amount 3		
Amount in Words	Three Rupees only	

[Confirm](#) [Back](#)

© Copyright SBI | [Privacy Statement](#) | [Terms of Use](#)

State Bank of India

STATE BANK OF INDIA (SBI) | https://merchant.online.sbi.com/merchant/merchantdetails.htm

Your previous site visit: 06-Mar-2018 19:03 IST

UP Electronics Corporation | 06-Mar-2018 [01:00 IST]

Success: Transaction completed successfully.

Account Details	Transaction Details
Reference No. IGADAGG06	
Debit Account No. 00000020059127225	
Reference Number 220957521676	
Amount 3	
Amount in Words	Three Rupees only
Status	Completed Successfully
Date Branch	BESANT NAGAR, CHENNAI
Date Time	06-Mar-2018 13:00 IST

[Click here](#) to return to the UP Electronics Corporation site. Else, you will be automatically redirected to the UP Electronics Corporation site in 10 seconds.

© Copyright SBI | [Privacy Statement](#) | [Terms of Use](#)

iv. As in below, you will receive bank response immediately by verifying the payment status, whether **Success** or not. In case, payment was debited from account and further, **Payment Failure** is shown, immediately contact the eProcurement helpdesk, for resolution, before tender closing time.

Click **Next** to go to Bid Preparation details, as in screenshot.

The screenshot displays the 'BID MANAGEMENT' section of a web application. On the left is a sidebar menu with categories: 'User Management' (My Accounts, My Documents), 'Auction Management' (My Auctions, Live Auctions, View Auction History), and 'Bid Management' (Search Active Tenders, My Tenders, Clarification, My Active Bids, Short Fall Documents, Online Payment Status, My Bids History, Short Fall Documents History, Archived Clarification, Tender Status, My Withdrawn Bids). The main content area is titled 'BID MANAGEMENT' and contains a sub-header 'Bank Response On Payment Details'. A yellow success message states: 'Your Online transaction has been completed successfully.' Below this, transaction details are listed: Organization Chain: NIC||NIC Contracts, Tender Reference Number: PW3/23401/18, Tender ID: 2018_LSGD_204397_1, and Tender Title: PW3/23401/18 PRO.NO.604/18-19 DVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING. A section titled 'Bank Response On Payment Details' provides further information: eProcurement Ref. Number: 220957531332, PRN Number: 220957531332, Bank / ITR Number: IGADA2GG06, Bank Name: SBI Bank, Status: Success, Status Description: Completed successfully, Tender Fee in ₹: 1, EMD Fee in ₹: 1, and Total fee in ₹: 2. A 'Next' button is located at the bottom right of the main content area.

v. Please ensure that the **Pay Online** option is not shown after successful payment, as below, for confirmation. From here, you may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.

BID MANAGEMENT

My Tenders → 2018_KS2TH_203916_2 → Transaction Message

Organization Chain : NIC||NIC Contracts
Tender Reference Number : PW3/23401/18
Tender ID : 2018_LSGD_204397_1
Tender Title : PW3/23401/18 PRO.NO.604/18-19 DIVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Bid Process List

S.No	Bid Process	Action
1	Profile	

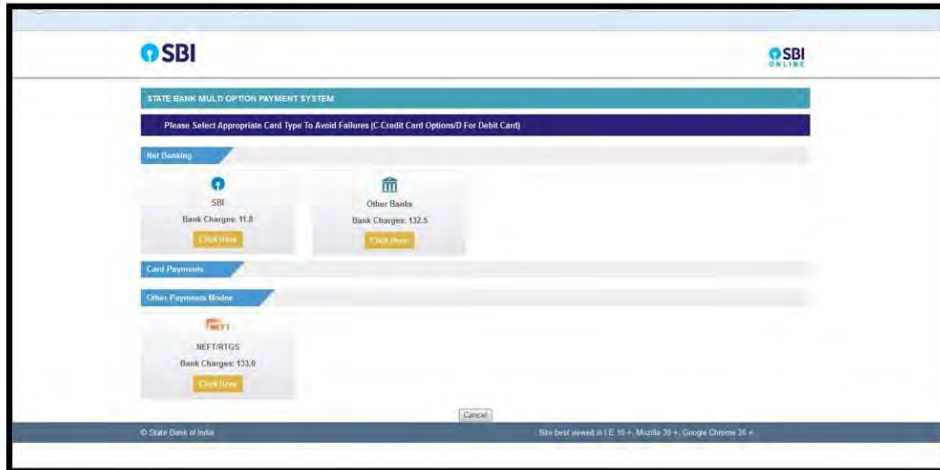
Bid Payment Details

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid	Paid Fee
1	Tender Fee	1.00 (INR)	0.00	0.00	1.00 (INR)
2	Emd Fee	2.00 (INR)	0.00	0.00	2.00 (INR)

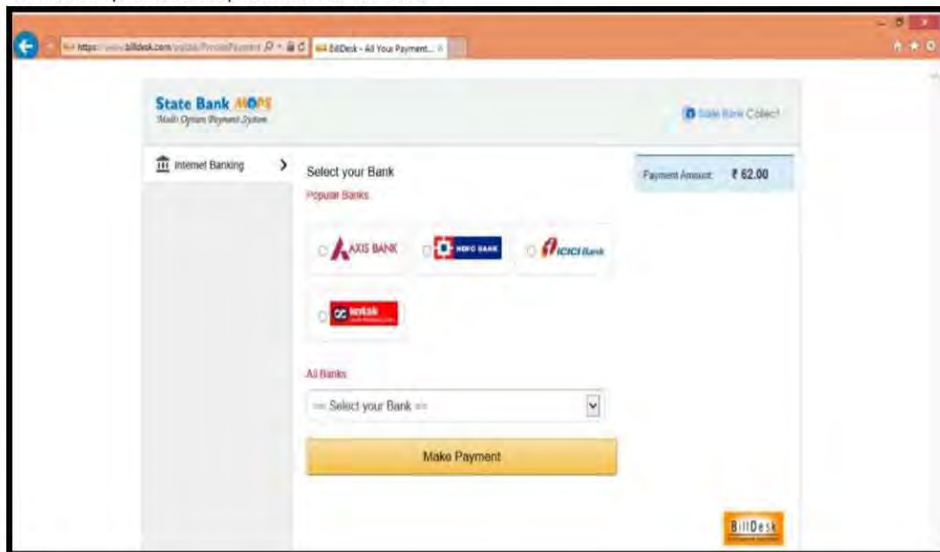
Encrypt&Upload

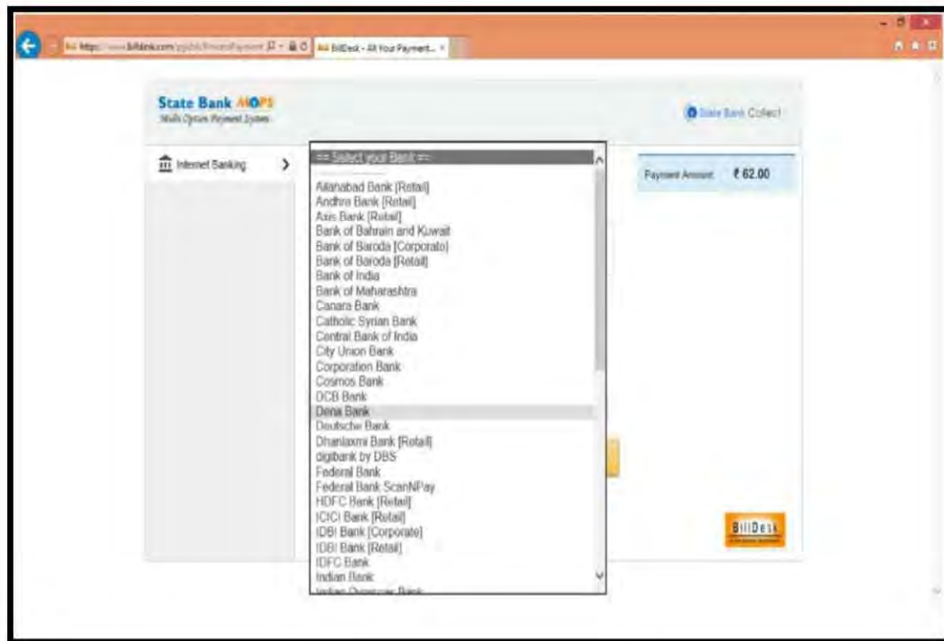
b) OTHER BANKS :

- i. Bidders with other bank account may click **Other Banks** option to proceed to SBI Net Banking Page

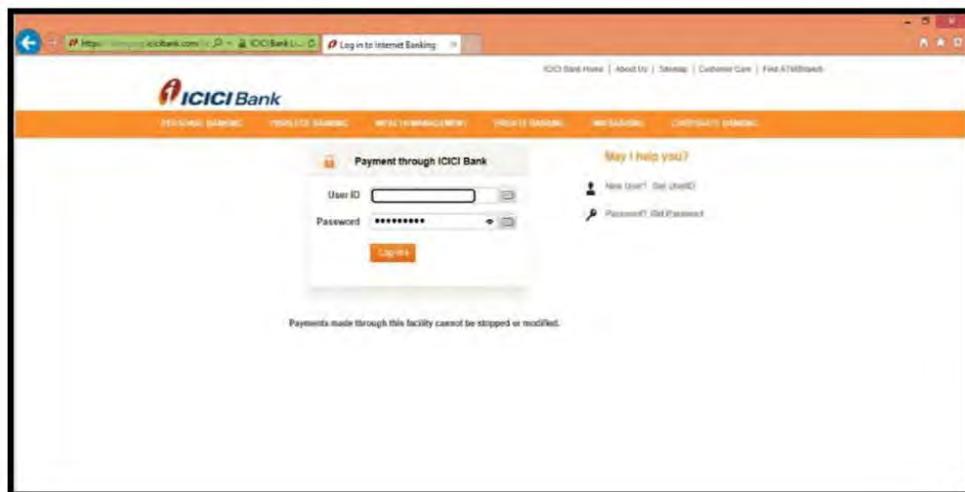
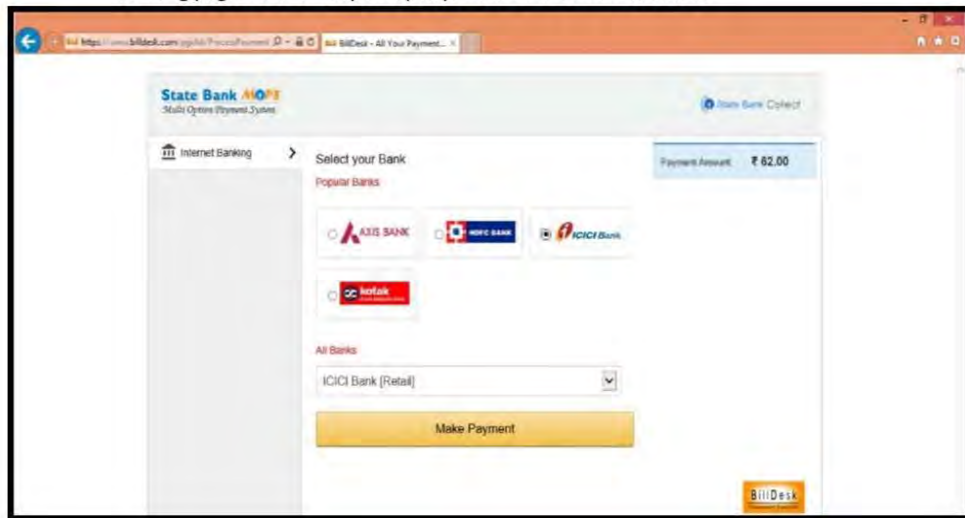


You may select the appropriate Bank from selection page. As an example, we are proceeding with ICICI Bank in the provided dropdown box of **All Banks**.





- ii. After selecting ICICI Retail Banking, Click **Make Payment** Button to proceed to its internet banking page. Further steps may depend on the Bank Procedure.



Make a Payment

You now have the option of paying from either your savings account or Privilege wallet.

Payment Details

Pay From:

Pay To:

Amount (INR):

Remarks:

[Click here to view terms & conditions.](#)

Notes:

- By clicking on the 'Pay' button you are agreeing to the terms and conditions as given above.
- After clicking the 'Pay' button, please wait for sometime while we pass on your payment details to the seller.
- Please do not refresh or close the browser window.
- Please check the status of the payment with the merchant after 7 days of transaction date. In case the merchant does not update the payment within 7 days, please contact [NIC Customer Care](#) for further assistance.

Customer Services:
[Customer Care Network](#)

Mobile Apps:
[Get Your ICICI Money \(Android\)](#) | [iCloud](#)
[Money & Savings Manager \(iOS\)](#)
[Privilege Wallet \(iOS\)](#) | [Privilege Wallet \(Android\)](#)

Other ICICI Bank Sites:
[ICICI Group](#) | [ICICI Prudential](#) | [ICICI Lombard General Insurance](#) | [ICICI Securities](#) | [ICICI Prudential Life Insurance](#) | [ICICI Prudential AMC](#) | [ICICI](#)
[Wealth](#) | [ICICI Direct](#) | [ICICI Prudential Corporate Banking](#) | [ICICI Credit Finance](#) | [Prudential The Bank](#) | [Prudential](#) | [ICICI Bank](#) | [ICICI Bank](#) | [ICICI Bank](#) | [ICICI Bank](#)

Confirm Details

Details

Pay From

Pay To State Bank Of India - INB Dept.(BILL DESK BPC)

Amount (INR) ₹2.00

Remarks

Please enter these details to authorize the transaction

Grid Card

Please enter the following digits of your Credit Card (This will be on the back of your card) for Account Number 00001507299

One Time Password

Payment Successful

Your payment of INR ₹2.00 has been made successfully to State Bank Of India - INB Dept.(BILL DESK BPC)

Your Merchant Reference Number is MCR260234178

Your Transaction Reference Number is 1448565349

Kindly wait while we pass on your payment confirmation to State Bank Of India - INB Dept.(BILL DESK BPC)

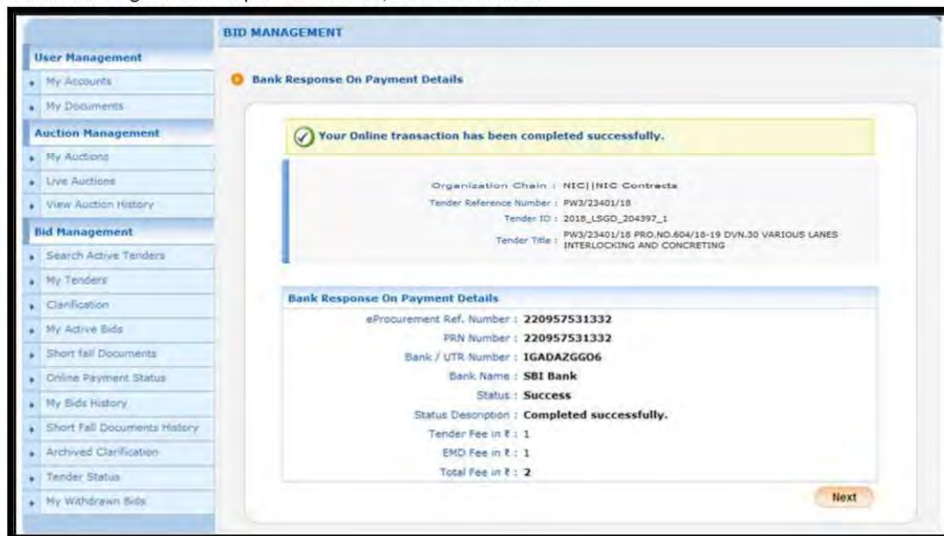
Please Note: For any transaction related queries, please contact the merchant and quote the Merchant Reference Number mentioned above.

- iii. After, successful payment, system will direct you to payment confirmation page.



- iv. As in below, you will receive bank response immediately by verifying the payment status, whether Success or not. In case, payment was debited from account and further, **Payment Failure** is shown, immediately contact the eProcurement helpdesk, for resolution, before tender closing time.

Click **Next** to go to Bid Preparation details, as in screenshot.



v. Please ensure that the **Pay Online** option is not shown after successful payment, as below, for confirmation. From here, you may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.

BID MANAGEMENT

My Tenders • 2018_KS2TH_202918_2 • Transaction Message

Organization Chain : NIC|NIC Contracts
Tender Reference Number : PW3/23401/18
Tender ID : 2018_LSGD_204397_1
Tender Title : PW3/23401/18 PRO.NO.604/18-19 DVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Bid Process List

S.No	Bid Process	Action
1	Profile	

Bid Payment Details

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid	Paid Fee
1	Tender Fee	1.00 (INR)	0.00	0.00	1.00 (INR)
2	Bid Fee	2.00 (INR)	0.00	0.00	2.00 (INR)

Encrypt&Upload

c) NEFT/RTGS

- (i) Bidders may choose the type of transaction and proceed for payment.

SBI ONLINE

STATE BANK MULTI OPTION PAYMENT SYSTEM

Please Select Appropriate Card Type To Avoid Failures (C-Credit Card Options/D For Debit Card)

Net Banking

SBI
Bank Charges: **Click Here**

Other Banks
Bank Charges: 59.0 **Click Here**

Card Payments

Other Payments Modes

NEFT
NEFT/RTGS
Bank Charges: 0.0 **Click Here**

Cancel

© State Bank of India Site best viewed in IE 10 +, Mozilla 30 +, Google Chrome 30 +

- (ii) Please click the check Box to proceed to the payment and click on the Confirm Button.



Disclaimer Clause


SBI does not have any control over third party websites and accepts no responsibility or liability for any of the material contained on those servers. You will be using such third party websites at your own risk and responsibility and SBI will not be responsible for any loss, damage, costs & charges, direct or indirect incurred by you, arising out of or in connection with your access to the external website or for any deficiency in the products and services of the third party or for the failure or disruption of the website of the third party.

SBI is not in any way liable for the contents of any linked websites or webpages. By integrating with an external website or web page, SBI shall not be deemed to endorse, recommend, approve, guarantee, indemnify or introduce any third parties or the services/products they provide on their websites. Please note SBI is only facilitating the online transaction and will not be a party to any contractual arrangements entered into between you and the provider of the external website unless otherwise expressly specified or agreed to by SBI. Such external websites are governed by their respective policies.

☐ I have read and accepted the terms and conditions stated above.
(Click Check Box to proceed for payment)

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- (iii) Please ensure that your account has sufficient balance, before proceeding further. After checking the same, Click **Confirm** button as below, to transfer payment.




SBI ONLINE

Your site visit: 19-Sep-2018 [11:46 IST]

e-procurement payment



Payment details	
Reference Number	117725193159
Department ID	AAA
EMD Amount	3
Tender Fee	2
RISL Fee	0
Amount	5
Amount in words	Five Rupees only

[Click here](#) to abort this transaction and return to the e-procurement payment site.

 Mandatory fields are marked with an asterisk (*)


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- 



Your site visit: 18-Sep-2018 [11:48 IST]

e-procurement payment



Payment details

Reference Number	117725193159
Department ID	AAA
EMD Amount	3
Tender Fee	2
RISL Fee	0
Amount	5
Amount in words	Five Rupees only



> Mandatory fields are marked with an asterisk (*)

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[Contact Us](#)
[Terms of Use](#)

- [illegible]

(vi) The Downloaded challan of the e-procurement RTGS/NEFT Remittance Information

e-procurement payment RTGS/NEFT Remittance Information Form	
Beneficiary Details	
Beneficiary Details	
Beneficiary Account Number (to be entered as it appears)	PSEGACPJ8923167
Amount	Rs. 5
Amount In Words	Five Rupees only
Beneficiary Bank	State Bank of India
Beneficiary IFSC Code	SBIN0017676
Name and Address	e-procurement payment
Beneficiary Reference No	117725193159
<p><u>Instructions for remitting Bank:</u></p> <p>a. This form is valid for remittance through non-SBI branches. b. Beneficiary account no. is alpha-numeric and case sensitive. It should be entered as it appears above. c. Amount to be remitted should not be higher or lesser and should be the same as shown above.</p>	
<p><u>Note for Bidders:</u></p> <p>a. Bidder should ensure that account no. entered during RTGS/NEFT remittance at any bank counter or Internet banking site is the same as it appears in this remittance form. Bidder should not truncate or add any other detail to the above account number. b. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for RTGS/NEFT remittance. c. Account to Account transfers or Cash payments are not allowed and are invalid mode of payments. Hence, this remittance form is to be used only for RTGS or NEFT payment. d. Bidder should ensure that tender document fees and EMD are remitted as one single transaction and not separate. The remittance should be within the prescribed time and as per the terms and conditions specified in tender. e. Please ensure the correctness of details inputted while remittance through RTGS/NEFT. Please also ensure that your banker keys in the Account Number (which is case sensitive) as displayed in this form. SBI and Merchant Bankers should ensure that the details are correctly inputted. f. For RTGS the purpose of remittance should be relevant for the purpose of tender. Therefore, bidders should ensure that the remittance is made before date and time for submission of tender. g. Bids for which Payment is received after closing date/time for submission of tender/bid would be rejected.</p>	

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

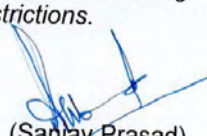
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

- 6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

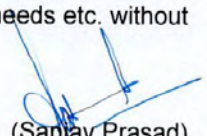
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

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

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

[*Note:

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

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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Undertaking for Non-Restriction from Bidding

{As per Clause 17.1.3 of Section – A}

I/We..... (Name & post of authorized signatory) on behalf of
..... (Name of bidder) do hereby declare that:

- 1) I/We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;
- 2) I/We further certify that our bid is not from such a country / is from
..... (Name of country) and has been registered with the
competent authority (Registration number with copy enclosed) - strike out
whichever is not applicable.
- 3) I/We hereby certify that I/We fulfil all requirements in this regard and is/are eligible to be considered.

Signature.....

Name of the Authorized Signatory of the bidder.....

Date.....

Seal

CHECK LIST

Name of Work: Supply of 08 Nos. Airport Surface Friction Tester (ASFT) with Operation & Comprehensive Annual Maintenance Contract at various Airports in India.

Sl. No	Description/Statement	Status of Compliance	Reference Details/Page No.	Remarks of Supplier, if any
1.	Details of Tender Fee	Submitted Online Yes/No	Transaction ID : _____, Date of Transaction: _____ (Document Reference/Page No. _____)	
2.	Details of EMD	Submitted online/Submitted in form of BG/Exempted	i. Submitted online, Transaction ID: _____ Date of Transaction: _____ (Document Reference/Page No. _____) (OR) ii. Submitted in form of Bank Guarantee. • Bank Guarantee No.: - _____ • Date of Issue: - _____ • Issuing Bank: - _____ • Amount of BG: - _____ • Validity of BG: - _____ (Document Reference/Page No. _____) (OR) iii. MSME/NSIC Registration Certificate (In case EMD exemption claimed). (Document Reference/Page No. _____)	
3.	Has the bidder uploaded Valid Certificate of Incorporation for Public / Private Limited Company / firm issued by Appropriate Authority? Registered partnership deed in case of Partnership firm in terms with para 17.1.1?	Yes/No		
4.	Has the bidder enclosed its complete contact/ address details	Yes/No		
5.	In case, the bidder is OEM of offered equipment, has the bidder uploaded proof of OEM (letter from Authorized Signatory) in terms with para 17.1.2	Yes/No		
6.	Has the bidder who belongs to a country sharing land border with India, uploaded Registration certificate issued by the Competent Authority as mentioned in Para 17.1.3 of Section-A . Otherwise, certification on Company 's letter head to certify that same is not applicable?	Yes/No/ Not applicable		
7.	Is the bidder participating under —Make in India scheme? If yes, has the bidder uploaded documents, as sought in Para 17.1.4 of Section -A?	Yes/ No		
8.	Has the bidder firms having permanent establishment in India have uploaded the Copy of PAN & GST Registration Certificate, as sought in Para 17.1.5 & 17.1.6 of Section -A?	PAN: _____ GST Reg. No.: _____		

9.	Has the bidder submitted Documents for Experience as sought in Para 17.2.1 to 17.2.2 of Section -A.	Yes/No		
10.	Has the bidder submitted Documents for subsidiary company as sought in Para 17.2.3 of Section -A.	Yes/No		
11.	Has the bidder submitted Proof of satisfactory Performance as sought in Para 17.2.5 of Section -A.	Yes/No		
12.	Has the bidder submitted Document for Turnover as sought in Para 17.3 of Section -A.	Yes/No		
13.	Does the firm meets the average Financial Turn Over criteria as per clause 17.3 of Section-A	Yes/No		
14.	Has the bidder submitted Document for Resources as sought in Para 17.4 of Section -A.	Yes/No		
15.	As per the bidder, its bid meets which criteria of work experience in respect of clause 17.2.1 of Section-A	Value/Quantity Criteria		
16.	Has the bidder submitted unconditional letter of acceptance as per <i>Annexure-I (a)?</i>	Yes/No		
17.	Has the bidder submitted the undertaking that the bidder has not been blacklisted or any case is pending against the bidder per Annexure-I (b) ?	Yes/No		
18.	Has the bidder submitted Power of Attorney as per <i>Annexure XXIV</i> (if applicable)	Yes/No/ Not Applicable		
19.	Has the bidder submitted Pre-Contract Integrity Pact duly signed by authorized signatory and witness as per <i>Annexure-IX</i> ?	Yes/No		
20.	Has the bidder submitted Nil deviation declaration as per Annexure-XX	Yes/No		
21.	Has the bidder read all the Sections, Annexures contained, corrigenda in this tender and pre-bid queries replies (if any) and uploaded the digitally signed copy of the same as a proof ?	Yes/No		
22.	Has the bidder submitted Tender form for execution of work & conditions as per Annexure-VI?	Yes/No		
23.	Has the bidder submitted GST undertaking as per Annexure-X	Yes/No		
24.	Has the bidder(s) submitted relevant document, if participating as Joint Venture in respect of para 17.7.	Yes/No/ Not Applicable		
25.	Has the bidder submitted documents need in respect of para 17.8 if participating under "Manufacture under license/technology collaboration agreements with phased indigenization":	Yes/No/ Not Applicable		
26.	Has the bidder submitted documents needed for any concession/ exemption under	Yes/No/ Not Applicable		

	registration with NSIC/MSME OR taking Benefit under Start-up Policy OR Purchase Preference to Central Public Sector Undertaking in relevant field.			
27.	Has the bidder submitted its Technical offer and technical compliance in terms of Technical Specification (Section- D) as per the format provided in clause 19.2.1	Yes/No		
28.	Has the bidder submitted undertaking regarding availability of Spares as per Annexure-XII ?	Yes/No		
29.	Has the bidder submitted duly signed and scanned copy of NIL deviation certificate in respect of Technical Specifications as per Annexure-XXI?	Yes/No		
30.	Has the bidder submitted details of Maintenance Activities proposed to be carried out during Operation & CAMC period as per supplier/manufacture standards as per clause 19.2.4 of Section-A	Yes/No		
31.	Has the bidder assumed complete responsibility for the design, construction, and performance of all component parts of the complete vehicle and its accessories and submitted self-certification that the completed vehicle shall meet the requirements of Tender Conditions as per clause 19.2.5 of Section-A	Yes/No		

I () hereby declare that the information as stated above and the supporting documents uploaded are true and correct. In case any information/document is found fake/incorrect at any stage, EMD may be forfeited and action as deemed fit by AAI can be taken against me.

Place:

Signature:

Date:

Authorized Signatory of the bidder

Nil- Deviation Declaration from the laid down requirement of Tender Document
(Refer Tender Clause No. 17.5.5, Section – A)
[TO BE SUBMITTED WITH PRE-QUALIFICATION BID]

To,

The Jt. General Manager (Tech.)
Airports Authority of India,
AAI Office Complex,
Safdarjung Airport,
New Delhi - 110 003, India

Subject: Nil Deviation statement from laid down requirements in tender document with Tender ID:2022_AAI_115211_1

Dear Sir,

We hereby state that we have studied the subject tender completely and we have Nil / No Deviation towards any and all contents / clause / paras of the subject Tender Document and its Corrigenda.

Thanking you,

Signature of Bidder with Company's seal

Nil- Deviation Declaration in respect of Technical Specifications

(Refer Tender Clause No. 19.2.3, Section – A)

[TO BE SUBMITTED IN COMPANY LETTER HEAD WITH TECHNICAL BID]

To,

The Jt. General Manager (Tech)
Airports Authority of India,
AAI Office Complex,
Safdarjung Airport,
New Delhi - 110 003, India

Subject: Nil Deviation statement in respect of Technical Specifications (Section-D) of tender document with
Tender ID: 2022_AAI_115211_1

Dear Sir,

We hereby duly state that we have studied the technical specifications of NIT (Section-D) and its Corrigendum's thoroughly and we have Nil/ No Deviation in respect of technical specifications of the subject Tender Document and its Corrigenda.

Thanking you,

Signature of Bidder with Company's seal

Request letter: Transmission of Bank Guarantee Cover Message (To be submitted by applicant to BG issuing bank)

Date:

The Manager,

.....(Bank)

.....(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG covermessages where beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear Sir /Ma'am,

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

Thanking you,

.....

(Vendor/Customer/Concessionaire)

Authorization for Attending Pre-bid Conference.
(Refer Tender Clause 12.7.3, Section-A)
 (on Company Official Letter Head)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____

Date.....

To,

The Jt. General Manager (Tech.)
 Airports Authority of India,
 AAI Office Complex,
 Safdarjung Airport,
 New Delhi - 110 003, India

Ref: Tender ID: 2022_AAI_115211_1 / Tender Title: "Supply of 08 Nos. Airport Surface Friction Tester (ASFT) with Operation & Comprehensive Annual Maintenance Contract at various Airports in India."

Subject: Authorization for attending Pre-bid Conference on _____ (date).

Following persons are hereby authorized to attend the Pre-bid Conference for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below: -

Sr.	Name	Government Photo ID Type/ Number
I.		
II.		
Alternate Representative		

Note:

- (i) Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-bid conference. An alternate representative shall be permitted when regular representatives are not able to attend.
- (ii) Permission to enter pre-bid conference venue or join the pre-bid through Video Conference(VC) may be refused if authorization as prescribed above is not submitted.

Signatures of bidder or their authorized signatory

[Seal]

Power of Attorney Format**(TO BE SUBMITTED, IF APPLICABLE)**

(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 *or* in case of Overseas bidder, power of attorney may be on the company letter head)

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY executed on _____ we _____, a Company incorporated under the provisions of companies Act, 1956/ OR (in case of Overseas Company- reference may please be made to Company registering authority in that country) 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 to Bid No. _____ due on _____ invited by Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi – 110 003 for — ***“Supply of 08 Nos. Airport Surface Friction Tester (ASFT) with Operation & Comprehensive Annual Maintenance Contract at various Airports in India.”*** 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 WHERE OF, 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 its 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

FORM OF PARENT COMPANY UNDERTAKING
(To be completed on letterhead of Tenderer's Ultimate Parent Company)

To

The Jt. General Manager (Tech.)
 Airports Authority of India,
 AAI Office Complex,
 Safdarjung Airport,
 New Delhi - 110 003, India

Dear Sirs,

Subject : Supply of 08 Nos. Airport Surface Friction Tester (ASFT) with Operation & Comprehensive Annual Maintenance Contract at various Airports in India.”.

Invitation to Tender No.: 2022_AAI_115211_1

We refer to the accompanying Tender for the subject mentioned Works (“Works”) by (Name and address of Indian Subsidiary) (“TENDERER”) of which we are the ultimate holding company, and hereby request Airports Authority of India, Corporate Head Quarter, Rajiv Gandhi Bhawan, Safdarjung airport, New Delhi-110 003 (AAI) to enter into a contract with ----(Name of Indian Subsidiary) TENDERER for the same. In the event of our Indian Subsidiary AAI doing so and in consideration of AAI COMPANY entering into such contract ("AGREEMENT"), we do hereby enter into the following unconditional and irrevocable undertaking with AAI that:

1. We guarantee that our Indian Subsidiary TENDERER shall duly perform all its obligations contained in the AGREEMENT.
2. If our Indian Subsidiary TENDERER shall in any respect fail to perform its obligations under AGREEMENT or shall commit any breach thereof, we undertake, on simple demand by AAI, to perform or to take whatever steps may be necessary to achieve performance of said obligations under AGREEMENT and shall indemnify and keep indemnified AAI against any loss, damages, claims, costs and expenses which may be incurred by AAI by reason of any such failure or breach on the part of our Indian Subsidiary TENDERER.
3. Our guarantee and undertaking hereunder shall be unconditional and irrevocable and, without prejudice to the generality of the foregoing, we shall not be released or discharged from our liability hereunder by: -
 - a) Any waiver of forbearance by AAI of or in respect of any of our Indian Subsidiary TENDERER's obligations under AGREEMENT whether as to payment, time, performance or otherwise howsoever or by any failure by AAI to enforce AGREEMENT or this instrument, or
 - b) Any alteration to, addition to or deletion from AGREEMENT or the scope of the services to be performed under AGREEMENT or
 - c) Any change in the shareholding relationship between ourselves and our Indian Subsidiary TENDERER and our guarantee and undertakings hereunder shall continue in force until all our Indian Subsidiary TENDERER 's obligations under AGREEMENT and all our obligations hereunder have been duly performed.
4. This document shall be construed and take effect in accordance with the laws of the Republic of India.

Yours faithfully,

Signed : _____
 Name & Designation : _____
 Date : _____

For and on behalf of
 (TENDERER's ultimate holding company)

NOTICE FOR APPOINTMENT OF ARBITRATOR

To

.....

Dear Sir,

In terms of clause 2.22, Section-B of the agreement, particular of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm /Partnership Firm/Ltd. Co. etc.
3. Full address of the applicant.
4. Name of the work and contract number in which arbitrator sought.
5. Name of the office which entered into contract.
6. Contract amount in the work.
7. Date of contract.
8. Date of initiation of work.
9. Stipulated date of completion of work.
10. Actual date of completion of work (if completed).
11. Total number of claims made.
12. Total amount claimed.
13. Date of intimation of final bill (if work is completed).
14. Date of payment of final bill (if work is completed).
15. Amount of final bill (if work is completed).
16. Date of request made to ED for decision.
17. Date of receipt of ED's decision.
18. Date of appeal.
19. Date of receipt of decision on our appeal.

Specimen signature of the applicant

(Only the person/authority who
Signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully
(Signature)

Copy to:

1. The Engineer-In-charge.....

----- END of the Document -----