

*Tender Fees: Rs. 2,950/-  
Inclusive of GST @18%*

**भारतीय विमानपत्तन प्राधिकरण  
राजीव गाँधी भवन , सफदरजंग हवाई अड्डा,  
नई दिल्ली**

**AIRPORTS AUTHORITY OF INDIA  
RAJIV GANDHI BHAWAN, SAFDARJUNG AIRPORT, NEW DELHI**



**TENDER NOTICE  
FOR  
SUPPLY OF Non Directional Beacon (NDB)**

**Tender No: AAI/CNS-P-04/ 2022-23**

**Tender ID: 2022\_AAI\_116999\_1**

Executive Director (CNS-Planning-I)  
AAI CHQ, RGB, New Delhi –110003  
Date of upload: 25.05.2022

(Signature & Seal of Tenderer)

Total Number of Pages of This Tender Document: 141

(This tender must be uploaded along with the Technical Bid duly signed on each page as a proof of reading along with all corrigendum)

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## Abbreviations used in the tender:

AAI –	Airports Authority of India
ANSP –	Air Navigation Service Provider
AR –	Authorized Representative
BCD –	Basic Custom Duty
BG –	Bank Guarantee
BOM –	Bill of Material
BOQ –	Bill of Quantity
CCA –	Controller of Certifying Authority
CHQ –	Corporate Head Quarter
CNS-P –	Communication, Navigation & Surveillance - Planning
COTS –	Commercial Off the Shelf
CPPP –	Central Public Procurement Portal
DCS –	Duty Credit Scrip
DPIIT –	Department for Promotion of Industry & Internal Trade
DSC –	Digital Signature Certificate
ED –	Executive Director
EMD –	Earnest Money Deposit
EPCG –	Export Promotion Capital Goods
ET –	Economic Times of India
F & I –	Freight & Insurance
FAT –	Factory Acceptance Test
FDI –	Foreign Direct Investment
FOB –	Free on Board
FT –	Factory Training
GoI –	Government of India
GST –	Goods & Services Tax
ICAO –	International Civil Aviation Organization
IEM –	Independent External Monitor
IGST –	Integrated Goods & Services Tax
INR –	Indian National Rupee
LC –	Letter of Credit
LOA –	Letter of Award /Acceptance
LOI –	Letter of Intent
MAF –	Manufacturer's Authorized Form
MII –	Make in India
MoCA –	Ministry of Civil Aviation
MSME –	Micro, Small & Medium Enterprises
NDB –	Non Directional Beacon
NIT –	Notice Inviting Tender
NSIC –	National Small Industries Corporation
OEM –	Original Equipment Manufacturer
PAN –	Permanent Account Number
PQ –	Pre Qualification
PQQ –	Pre Qualification Criteria
PSU –	Public Sector Undertaking
QC –	Quality Control
RA –	Reverse Auction
SSI –	Small Scale Industries
TDS –	Tax Deduction at Source
URL –	Uniform Resource Locator

## NOTICE INVITING TENDER

1. Airports Authority of India invites Global tenders from the Principal/OEM or its Authorized representative (AR) (both cannot bid simultaneously) for **“Supply of Non Directional Beacon (NDB)- 20 Nos. and 01 no. Repair Facility/ Test Jig along with one set of critical spares”** as per the details given below.

Sr. No.	Name of the Work	Estimated Cost (INR)	EMD Amount (INR)	Cost of Tender (INR)
1	Supply of Non Directional Beacon (NDB) and Repair Facility - along with one set of critical spares	23.96 Crores (Inclusive of Custom Duty but exclusive of GST)	INR 47.92 Lacs Or USD 61,655	INR 2,950/- (inclusive of GST @ 18%)

2. The bill of material and detailed Technical Specifications are given in Annexure- I and Section D respectively to the tender document.

Vendor/ Bidders shall obtain product license / certificate from “Bureau of Indian Standards” (BIS) of the items falling under list of items issued by BIS, India before dispatch of items from their country so that there is no hardship and delay in getting the consignment custom cleared. If any penalty arises due to this non-availability of the certificate, it shall be borne by the Vendor/ Bidders and shall not be passed on to AAI.

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.
4. 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.
5. 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.
6. 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.
7. 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.

S No	Name of the Bid Manager	Designation	Email id	Phone No.
1	Mr. Y K Kaushik	Joint General Manager (CNS-P)	cns_p_navaid@sai.aero	011-24651504

8. 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 the 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>.
9. 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.
10. The critical dates for this tender are as given below.

Table 1 Critical Dates

Sr. No.	Activity	Date	Time in IST
1.	Published Date	25.05.2022	18:00 Hrs
2.	Bid Document Download / Sale Start Date	25.05.2022	18:00 Hrs
3.	Clarification Start Date	27.05.2022	11:00 Hrs
4.	Date & time of Pre-Bid Meeting with Vendors	09.06.2022	11:00 Hrs
5.	Closing Date & time of raising clarification by Vendors	13.06.2022	15:00 Hrs
6.	Closing Date & time for response to clarification by AAI	17.06.2022	17:00 Hrs
7.	Bid submission Start Date	17.06.2022	15:00 Hrs
8.	Tender download End Date	06.07.2022	15:00 Hrs
9.	Bid submission End Date	06.07.2022	15:00 Hrs
10.	Bid Opening & Pre-Qualification date	07.07.2022	15:00 Hrs
11.	Date of Opening of Technical Bids	21.07.2022	15:00 Hrs
12.	Date of Opening of Financial Bids	08.08.2022	15:00 Hrs
13.	Date & time of Reverse Auction	To be notified after opening of Financial bid	

11. Worksite for the project will be as detailed in **Annexure- III** to the tender document.

Executive Director, (CNS-Planning)

**AIRPORTS AUTHORITY OF INDIA**  
**TENDER NO. CNS(P)- 07 /2021-22**

**Section – A : GENERAL INFORMATION AND GUIDELINES TO THE BIDDERS**

**1.0 Purpose and Scope of Tender Document:**

This tender sets out the terms and conditions, general requirements and the operational and qualitative requirements to be met for the **“Supply of Non Directional Beacon (NDB)- 20 Nos. and 01 no. Repair Facility/ Test Jig along with one set of critical spares”** as per specifications given in **Section-D** of the tender Document. The quantities are mentioned in **Annexure- 1A**.

Vendor/ Bidders shall obtain product license / certificate from “Bureau of Indian Standards” (BIS) of the items falling under list of items issued by BIS, India before dispatch of items from their country so that there is no hardship and delay in getting the consignment custom cleared. If any penalty arises due to this non-availability of the certificate, it shall be borne by the Vendor/ Bidders and shall not be passed on to AAI.

This tender document includes requirement in respect of description of items, their quantities, dispatch & delivery schedules, support services etc.

The bidder shall assume complete responsibility for the design and performance of the equipment / items to satisfy all technical and functional requirements as described in **Section - D**.

The tender must be valid for a minimum of 180 days from the last date of submission of tender.

Bidder may be required to demonstrate/practically verify specific or all features of the equipment, as deemed fit by AAI, for the evaluation of the bid.

Each and every page of submitted tender document including technical documentation should be serially numbered & indexed.

**2.0 The critical dates for this tender are as given below:**

*Table 1 Critical dates*

S No.	Activity	Date	Time in IST
1.	Published Date	25.05.2022	18:00 Hrs
2.	Bid Document Download / Sale Start Date	25.05.2022	18:00 Hrs
3.	Clarification Start Date	27.05.2022	11:00 Hrs
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11.	Date of Opening of Technical Bids	21.07.2022	15:00 Hrs
12.	Date of Opening of Financial Bids	08.08.2022	15:00 Hrs
13.	Date & time of Reverse Auction	To be notified after opening of Financial bid	

**Bidders are advised to upload tender on CPP E-Portal well in advance i.e. at least 24 hrs before scheduled closing time of bid submission to avoid last minute hassles. AAI will not entertain any queries on such subject after last date of downloading tender document as mentioned in Table 1.**

### 3.0 **Registration requirements for bidder from a country which shares a land border with India:**

- 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 in accordance with OM No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 from Public Procurement Division, Department of Expenditure (Ministry of Finance) and its subsequent amendments from time to time, if any. The registration shall be valid at the time of submission of bid and also at the time of placement of contract/order.
- 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;



- 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.
  6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- v) 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 (as per I above).

#### 4.0 Reciprocity Clause:

When any 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, Entities of countries which have been identified by Ministry of Civil Aviation (MoCA) or it comes to the notice of AAI, as not allowing Indian companies to participate in their Government procurement for any item, shall not be allowed to participate/bid in AAI tenders for those items, except for the list of items published by MoCA/AAI permitting their participation.

The term 'entity' of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.

#### 5.0 E-Tendering Participation Requirements:

- 5.1 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. 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.

**5.2 More information useful for submitting online bids on the CPP Portal may be obtained at URL: <https://etenders.gov.in/eprocure/app>**

**6.0 Registration:**

- 6.1 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 “Online bidder enrolment” on the CPP Portal which is free of charge.
- 6.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 6.3 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.
- 6.4 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 /nCode /eMudhra etc.), with their profile.
- 6.5 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.
- 6.6 Bidder shall log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**7.0 Searching for Tender Document on CPP Portal.**

- 7.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, 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.
- 7.2 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.
- 7.3 The bidder 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.

**8.0 Preparation of bids:**

- 8.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 8.2 The tender document consists of four sections. The bidder shall go through all the sections (Section A- General Information & Guidelines, Section B-: Eligibility Requirement/ Criteria, Section C - Terms & Conditions, Section - D- General Technical & Operational requirements) of the tender document and shall comply with each clause of all the three sections viz. Sections A, C & D, and shall meet the eligibility criteria given in this Section B.
- 8.3 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 the number of packs in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. **Any deviations from these may lead to rejection of the bid.**
- 8.4 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 / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Size of each file should not be more than 40 MB.
- 8.5 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” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## 9.0 Submission of bids:

- 9.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. **on or before the bid submission time**. Bidder will be responsible for any delay due to other issues.
- 9.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. Size of each document should not be more than 40 Mb.
- 9.3 The tender processing fee shall be Rs. 2,950/- (Rupees Two Thousand Nine Hundred Fifty Only) including GST and will be non-refundable except to NSIC/MSME Registered Bidders who are exempted from payment of Tender Fee (subject to submission of valid NSIC/MSME registration certificates which will be verified during PQQ evaluation). Tender processing fee shall be paid to AAI ONLINE, latest by the last date and time of bid submission.
- 9.4 **Following details shall be provided for forwarding the details of Raising of GST Compliant Invoices in respect of Tender Fees.**

S. No	Name & Address of the Party	GSTIN of the Party	Basic Amount (INR)	GST Amount (INR)	Total Amount (INR)	DD No. with date/ Online submission details	Date of deposit

1			2,500/-	450/-	2,950/-		
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9.5 Bidder should prepare and pay the EMD as per the instructions specified in the tender document Para 13 of this Section– A.

9.6 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the 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.**

9.7 The server time (which is displayed on the bidders' 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.

9.8 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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys.

9.9 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9.10 Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), 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.

9.11 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.

## 10.0 Assistance to bidders:

10.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

10.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

For any **technical related queries** please call the Helpdesk. The 24 x 7 **Help Desk Number** +91-120-4200462, +91-120-4001002.

**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 to the tender(s) published kindly contact the respective Tender Inviting Authority.

**Tel:** +91-120-4200462, +91-120-400102

**Mobile:** +918826246593 **e-Mail:** [support-eproc@nic.in](mailto:support-eproc@nic.in)

10.3 For any Policy related matter / Clarifications Please contact Department of Expenditure, Ministry of Finance. E-Mail: [cppp-doe@nic.in](mailto:cppp-doe@nic.in)

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

In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 08:00- 20:00 Hrs. for the CPPP under GePNIC <http://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 08:00-20:00 Hrs. and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).

10.5 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**”.

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

S N o	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1	Help Desk Team	Instant Support	<a href="mailto:eprochelp@aai.aero">eprochelp@aai.aero</a>	011-24632950, Ext-3512	08:00-20:00 Hrs (MON-SAT)
2	Sr. Manager (IT)	After 4 Hrs. of Issue	<a href="mailto:etendersupport@aai.aero">etendersupport@aai.aero</a> or <a href="mailto:sanjeevkumar@aai.aero">sanjeevkumar@aai.aero</a>	01124632950, Ext-3523	09:30-18:00Hrs (MON-FRI)
3	Jt. GM(IT)	After 12 Hours	<a href="mailto:dkumar@aai.aero">dkumar@aai.aero</a>	011-24632950, Ext-3527	09:30-18:00Hrs (MON-FRI)
4	General Manager (IT)	After 03 Days	<a href="mailto:gmitchq@aai.aero">gmitchq@aai.aero</a>	011-24657900	09:30-18:00 Hrs (MON-FRI)

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

10.7 The above mentioned help desk numbers are intended only for queries related to the issues on CPP portal and help needed on the operation of the portal. For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI.

10.8 In case of technical support regarding e-tender portal, if AAI Help Desk is non responsive, the Bid Manager can be contacted as below on all working days from 9.30 hrs. to 18.00 hrs.

Name : Sh Y K Kaushik

Telephone No. : +91-11-24651504

Extension No: : +91-11-24632950 Extn 2591

Mobile No. : +91-9312875088

E-mail ID : cnsp\_navaid@aai.aero

Fax No. : +91-11-24611134

- 10.9 The time schedule is only indicative and the schedule is subject to change based on nature of requirements, sourcing, sample evaluation, site visit / pre-bid meeting with prospective bidders and so on. AAI may at its discretion, extend/change the schedule of any activity by issuing an addendum/corrigendum on the e-procurement portal <https://etenders.gov.in/eprocure/app>. In such cases, all rights and obligations of AAI and the bidders previously subject to the original schedule will thereafter be subject to the schedule as extended/changed.
- 10.10 A brief document with details of sites/ locations covered in the scope, is provided in **Annexure-III**.
- 10.11 AAI may at its discretion, extend/change the schedule of any activity by issuing an addendum/corrigendum on the e-procurement portal <http://etenders.gov.in/eprocure/app>. In such cases, all rights and obligations of AAI and the Bidders previously subject to the original schedule will thereafter be subject to the schedule as extended/changed.
- 10.12 No bid procedure related query shall be referred to Independent External Monitors (IEMs).

## 11.0 Pre-Bid Conference/Meeting:

- 11.1 AAI may hold pre-bid conference with bidders based on the number and type of queries received in response to this RFP. Pre Bid Meeting, if conducted will be held ONLINE through video conferencing or at Rajiv Gandhi Bhawan, New Delhi on the date specified in **Table-1**.
- 11.2 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 :			
Tender Fee Paid : Yes/No (strike out whichever is not applicable)			
Sl. No.	Tender Para/Clause No. & Page No.	Existing provision in tender clause	Clarification Sought

- 11.3 Bidder or his authorized representatives will be permitted to attend the pre-bid meeting. The representatives attending the pre-bid conference must have proper authority letter to attend pre-bid conference and must have authority to take decisions then and there, as no further clarifications will be accepted thereafter and the terms and conditions including scope of work decided as on the date of pre-bid conference will be frozen for all purposes.

- 11.4 Bidders are advised to restrict number of representatives to not more than two during pre-bid conference.
- 11.5 AAI shall publish the clarifications & responses to their queries made in the pre-bid conference as corrigendum in the e-procurement portal subsequently.
- 11.6 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.
- 11.7 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 may be liable to be rejected without seeking any further clarification.

Contact details of Bid Manager:

S No.	Name	Email Address	Contact Numbers	Timings
(a)	Mr. Y K Kaushik Jt. GM (CNS-P)	cnsnavaids@aai.aero	01124651504	0930-1800 Hrs. (Mon-Fri)

## 12.0 Tender documentation preparation and instructions:

- 12.1 The tender document consists of four sections. The bidder shall go through all these sections (Section A- General Information Guidelines: Section B- Eligibility Requirement / Criteria: Section C - Terms & Conditions: Section D – General Technical & Operational requirements: of the tender document and shall comply with each clause of all the three sections viz. Sections A, C & D, and shall meet the eligibility criteria given in Section B.
- 12.2 The instructions in the tender document are binding on the bidder and submission of the tender shall imply unconditional acceptance of all the terms and conditions by the bidder.
- 12.3 Date of acceptance and opening of tender can be extended on sole discretion of Executive Director (CNS-P-1), AAI.
- 12.4 If any bid is submitted with changed or altered or modified language /contents of any part/clause of the tender document including Annexures, then the Bid of the firm may be liable to be rejected.
- 12.5 The Tender submitted with changed or altered or modified language or contents of Annexures IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XVII, XVIII & XIX (as applicable) shall be rejected forthright by the AAI and the EMD of such bidder will be forfeited & encashed by AAI.

## 12.6 Amendment to Tender document:

- 12.6.1 At any time prior to the date of submission of bids, AAI may at his own initiative or in response to a clarification requested by a prospective bidder, amend the bid documents by issuing corrigendum. AAI shall notify corrigendum through the CPP portal to all prospective bidders. In order to afford a prospective bidder a reasonable time to take the corrigendum into account in preparing their bids, AAI, may at his discretion, extend the deadline for submission of bids. No separate press notification for such corrigendum shall be issued.
- 12.6.2 It shall be the responsibility of bidder to download all corrigendum and attach them with the main document after digitally signing the tender and the corresponding corrigendum as a proof of reading.



- 12.6.3 A prospective bidder requiring any clarification of the tender document may request AAI, through CPP portal well before the due date of query / clarification process and a response to the same shall be published on CPP portal. Any changes in the tender conditions in response to the Bidders queries shall be published separately as a corrigendum to the tender document on CPP portal. Since the CPP portal has provision for accepting responses only once, the subsequent responses from the Bidders can be accepted through email.
- 12.6.4 All clarifications issued shall become Integral part of the tender. Since the complete tender document is normally uploaded on the CPP portal, all queries from bidders and their clarifications / responses should also be posted on the CPP portal followed by a corrigendum to the tender document if any of the tender conditions are altered by the Query / response.
- 12.6.5 If, any detail and information in submitted bid and in required documents, either is missing, or incomplete, or any instruction is not met, Bidder shall be considered to be non-responsive and his bid shall be rejected.
- 12.6.6 Similarly, lack of submission of any of the required documents, or submission of any of the aforesaid documents in a manner which is in non-conformance with the relevant clause of the Instructions for Preparation of Tenders (IFPT), may cause for rejection of Tender submitted by the Bidder.

### **13.0 Forms of Security: Tender fees & EMD Documents (To be uploaded in pack-1)**

- a) Tender Fee of value as given in the Notice Inviting Tender (NIT) of this tender shall be accepted online only.
- b) EMD of value as given in the Notice Inviting Tender (NIT) of this tender shall be accepted online or offline (in form of Bank Guarantee). EMD can be paid online or offline either by the foreign bidder or by Indian Agent. Payments can be made from foreign bank to HDFC Bank Account No. 00038580000059 SWIFT code: HDFCINBBDEL. While submitting the bid, the Foreign bidder has to claim for EMD Fee exemption and can submit the Swift transfer document as Exemption Document.
- c) 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.
- d) Govt. of India's Guidelines issued from time to time relating to exemption of earnest money shall be applicable to MSME, SSI or PSU bidders.
- e) Undertaking will be uploaded by the bidder, as per Annexure-XVIII, if applicable.

#### **13.1 ONLINE payment of Tender Fee & EMD:**

- 13.1.1 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.



13.1.2 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 completion on the portal, the L1 bidders EMD amount will be refunded to their source account.

13.1.3 For online payment of tender fee & EMD, Indian Bidder or Indian Agent of Foreign 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 details on online payment of tender fee & EMD-are provided in Annexure-XVII.

### 13.2 OFFLINE payment of EMD through bank Guarantee:

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

13.2.1 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.

13.2.2 The Bidder shall submit the EMD in the form of Bank guarantee of like amount (As per Annexure-VI) from a Scheduled Bank (as per RBI Schedule) having office in India, but not from any Co-operative Bank. Authorized representative / Agent of foreign bidders can also submit EMD in Indian rupees / US Dollars on behalf of their Principals.

13.2.3 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 by 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.

13.2.4 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 Pack-1 on the CPP Portal or otherwise the uploaded bid will be rejected.

13.2.5 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, and telephone number of the bank issuing the Bank Guarantee.

13.2.6 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 15 of this section.

13.2.7 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.

13.2.8 The Bidder shall not change or alter or modify in any way, the language or contents of **Annexure VI** (EMD Bank Guarantee) of this document.

### 13.3 **Refund of EMD:**

13.3.1 EMD of bidders who get rejected in PQ or technical stage shall be returned/refunded after rejection of their bids at each stage.

13.3.2 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.

13.3.3 EMD of the successful bidder will be returned/refunded after receipt of Performance Bank Guarantee from him.

13.3.4 Should the AAI cancel this Tender process, AAI will return the EMD of all Bidders for whom the EMD was not already forfeited and en-cashed.

13.3.5 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.

13.3.6 The Bidder shall provide to AAI the requisite Bank Account details for return of EMD.

### 13.4 **Forfeiture of EMD**–The EMD amount of a bidder shall be forfeited in the following events:

13.4.1 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.

13.4.2 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.

13.4.3 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.

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

13.4.5 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 as per letter in Annexure-V.

13.4.6 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 en-cash and forfeit the EMD.

## 14 Performance Security

- 14.1 Performance security or Performance Bank Guarantee (PBG) shall be submitted by the successful bidder awarded the contract. PBG is taken to ensure the due performance of the contract. Performance Security shall be for an amount of **ten (10)** per cent of the value of the contract as specified in the bid documents. Performance Security shall be furnished in the form of an irrevocable and unconditional bank guarantee on a Nationalized / Scheduled 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 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 en-cashed by AAI and shall be returned only as per other provision of contract at discretion of AAI.
- 14.2 Performance Security is to be furnished by successful bidder within 30 days after notification of the award and it should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- 14.3 In case the Contractor fails to submit the PBG 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 the issue of the letter of acceptance of his bid, AAI reserve the right to forfeit EMD and cancel the order.
- 14.4 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 he duly performs and completes the contract in all respects but not later than 90 (ninety) days of completion of all such obligations including the warranty under the contract.
- 14.5 Where PBG is invoked by AAI, GST at the rate of 18% shall be additionally recoverable on the amount of PBG. The successful bidder shall submit an undertaking in this regard along with PBG.
- 14.6 The Performance Security will be returned to the supplier on completion of all the contractual liabilities.
- 14.7 The performance Security shall be deemed to govern the following guarantees from the successful Contractor, in addition to the other provisions of the guarantee.
- 14.8 The successful and satisfactory operation of the equipment supplied shall be in accordance with the specifications and other relevant documents.
- 14.9 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.
- 14.10 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.

- 15 Verification of Bank Guarantees:** 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 and verification of BG shall be in compliance with the Annexure-VI of the tender document.

15.1 The BG shall contain the name, designation and code number of the Bank officer(s) signing the guarantee(s);

15.2 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.

**15.2.1 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) Successful bidder while submitting the documents to BG issuing bank, will also submit letter to the issuing bank as per the format mentioned in the Annexure -XVIII.
- 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 indicted 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
SWIFT CODE	: ICICINBB007
ADDRESS of Bank	: 9A Phelps Building, Connaught Place New Delhi -110001

**16 Technical Literature & Brochures, Language:**

- 16.1 One set of scanned copy of complete technical documentation comprising Operations, Installation and Maintenance manuals, Detailed Parts List of the equipment including vendors part list shall be uploaded along with the technical bid. The maintenance manual should contain detailed theory of operation, sub system specifications, functional descriptions with block diagrams and detailed circuit explanations with respective schematic diagrams, recommended maintenance schedule, test and adjustment procedures, circuit & layout diagrams of the equipment including all drawing relating to installation of

NDB and other such information which help in providing un-interrupted operation of the facility for guidance to maintenance Engineers for carrying out preventive maintenance and corrective maintenance in case of malfunctioning / break down of the facility.

- 16.2 All manuals, instructions, technical documentation etc. provided under this contract should be in English language and legibility, readability, clarity and exhaustiveness of those documentation should be ensured.
- 16.3 The scanned copy uploaded on the e-tender CPP portal shall be treated as master copy and will be referred during PQQ and Technical evaluation process.
- 16.4 As part of Technical Evaluation of the tenders, the compliance of the offered equipment to the specifications as stated in Section – D, shall be verified from the technical manuals and documentation of the equipment.
- 16.5 All completed tender documents and enquiries regarding clarifications/ interpretations in connection with this tender should be uploaded on CPP-portal.

## 17 Tendering Procedure:

- 17.1 One bidder shall submit only one tender. Bidders shall not be permitted for any amendment in uploaded tender after stipulated time on last date of submission of tender.
- 17.2 This is a four Pack tender- **Tender fees & EMD/ EMD Undertaking, Pre-Qualification Criteria /Qualifier (PQC), Technical Bid & Financial Bid.** The documents required for PQQ, Technical Bid and Financial Bid evaluations are listed hereunder;
- 17.3 Documents required to be uploaded for **Pre-Qualification Criteria (PQC)**
  - 17.3.1 The bidder shall be an Original Equipment Manufacturer (OEM) of Non Directional Beacon (NDB). or its Authorized Representative (AR).
  - 17.3.2 Duly filled up “Proforma for submitting Eligibility Requirement and Undertaking”- Unconditional acceptance of tender (**Annexure -V**)
  - 17.3.3 Details of Earnest Money Deposit (EMD) deposited along with a copy of it as per **Annexure-VI.**
  - 17.3.4 Valid GST certificate (for Indian bidders and Foreign registered firm having Permanent Establishment in India).
  - 17.3.5 In case of OEM, Proof of being Original Equipment Manufacturer (OEM) shall be submitted. An OEM is identified as the company that holds title to the Intellectual Property Rights (i.e. via copyright notice) of the supplied components / items. / technology or brand. Copy of business registration certificates or its equivalent issued by authority as per prevailing Law of that country with details of product line shall be submitted excluding COTS items. Indian Agent shall also provide copy of OEM registration certificates or its equivalent as said above for the product offered excluding COTS-
  - 17.3.6 In case of Authorized Representative of OEM – current & valid authorization from the OEM. In addition, proof of OEM in accordance to 17.3.5 Para above shall be submitted.
  - 17.3.7 In the case of AR of OEM, credentials pertaining to the pre-qualification (financial turnover & experience as specified herein) of AR shall only be considered for evaluating eligibility criteria.
  - 17.3.8 Principal Bidder may like to use the financial strength of Parent company who owns 100% shares. Such use shall be permitted. In case of take-over or acquisition of dissolvent company, the past experience of solvent company in terms Technical strength, Manpower and Technology can be used by the company which has taken-over. However, in such situation the financial strength of parent company can only be considered.
  - 17.3.9 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;
    - i) they have controlling partner (s) in common; or
    - ii) they receive or have received any direct or indirect subsidy/financial stake from any of them; or

- iii) they have the same legal representative/agent for purposes of this bid; or
  - iv) 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
  - v) 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. However, this does not limit the inclusion of the components/sub-assembly /assemblies from one bidding manufacturer in more than one bid.
  - vi) 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;
  - vii) 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.
- 17.3.10 In case of non-compliance of GST provision and blockage of any input tax credit, the bidder shall be responsible for the same and shall indemnify AAI for the loss, if any, suffered by AAI. Bidder shall submit certificate for this as per Annexure XIII.
- 17.3.11 Purchase preference to Central Public Sector Undertaking shall be applicable as per the directives of Govt. of India prevalent at that time.
- 17.3.12 Bidder shall upload certificate to ensure availability of spares/ component for entire life of the item (estimated to be 12 years). In case bidder is other than OEM, certificate obtained from OEM shall be uploaded.
- 17.3.13 Bidder firm shall up-load an undertaking stating that its firm or its partners or its Directors have not been black listed or any case is not pending or any complaint regarding irregularities is not pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/ World health Organization etc., or any Indian State/Central Governments Departments or Public Sector Undertaking of India as per **Annexure-VIII**.
- 17.3.14 All the Indian bidders and Foreign registered firm having Permanent Establishment in India shall provide the Permanent Account Number PAN. Overseas bidder, if it becomes the awardee, shall provide the PAN within 30 days of award of contract.
- 17.3.15 **Power of Attorney:** Bidder shall submit Power of Attorney (Stamp of Rupees 100/-) as per format attached as **Annexure XI**, 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. Overseas Bidder may submit Power of Attorney as per format attached as Annexure XI on their Company's Letter Head.
- 17.3.16 Details of OEM or its authorized representatives / their Indian agents/ Supplier indicating Name & address shall be submitted as per **Annexure-X**.
- 17.3.17 The Bid for the offered system cannot be submitted both by the OEM and its authorized representative. In such case, the application of OEM alone will be considered and the tender of the authorized representative will be rejected and EMD of such bidders will be returned.
- 17.3.18 No bidder firm or its subsidiary firm or its parent firm shall submit alternate bids. If such bids are found, then the same and related bids shall be summarily rejected.
- 17.3.19 The bidder as authorized representative can participate on behalf of only one OEM.
- 17.3.20 An agent of foreign firm can submit tender document on behalf of their Principal/OEM/, on submission of authorization certificate. However, tender document shall be signed/ digitally signed by the Principal/OEM only & not by the agent.



- 17.3.21 Foreign bidders shall enclose all details of their Indian agents/Firms/Representatives, if it is there.
- 17.3.22 Bidder shall upload registration certificate (if applicable), in accordance with Para 3.0, Section-A, along with PQ documents which shall be valid till placement of contract/order. The bidder who are not falling in this category shall certify the same on their letterhead stating that “Name of the company” isn’t from a country which shares land border with India as stated in Para 3.0. If the certificate provided is found to be false at any stage, then the bid will be rejected and further legal action will be initiated in accordance with law.
- 17.3.23 Indian bidder shall submit duly certified balance sheet, 15CB by chartered accountants with Unique Document Identification Number (UDIN) in accordance to “The Council of the Institute of Chartered Accountants of India through the Gazette of India dated 02-08-2019”.
- 17.3.24 Compliance in **PQ Performa / Check List Format** shall be uploaded along with other PQ Document as per **Annexure-IX**.
- 17.3.25 **Certified Testimonial / Certificates in support of Experience:**
- 17.3.26 Bidder shall upload scanned copy of performance/experience certificate in respect of the works claimed by the bidder for meeting the eligibility criteria as per clauses of the Tender. These certificates should be issued by the end user agencies for which the works have been carried out, and endorsed by the bidder. Certified English translation shall be enclosed if language is other than English.
- 17.3.27 Certified copies of abridged balance sheets along with profit & loss account of the firm (tenderer) in English or certified/notarized English translation in support of Annualized average financial turnover during last three financial years ending 31<sup>st</sup> March or 31<sup>st</sup> December of previous year, as per practice prevailing in the country of the firm (tenderer).
- 17.3.28 Non submission of any of the aforesaid documents or, submission of any of the aforesaid documents in a manner which is in non-conformance with the relevant clause of the tender document may result in rejection of tender submitted by the bidder.
- 17.3.29 Tenderer shall submit EMD (Bank Guarantee) within 48 hours or next working day whichever is later, from the bid submission end date. There shall be no exemption to any bidder, on account of any reason/registration. Tenders not accompanied by the requisite valid EMD shall be rejected. Non submission of any of the aforesaid documents or, submission of any of the aforesaid documents in a manner which is in non-conformance with the relevant clause of the tender document may result in rejection of tender submitted by the bidder.
- 17.3.30 Duly signed Integrity pact in prescribed Proforma (**Annexure VII**).
- 17.3.31 Annexure XVI along with Forms I, II, II & IV shall be submitted by the bidder, claiming Purchase Preference under MII in sealed envelope before the opening of Financial bid in the office of the Executive Director, CNS-Planning-I, AAI, CHQ, New Delhi.
- 17.4 **Scanned copy of “Technical Bid” shall be uploaded online with the following:( To be uploaded in Pack-3)**
- 17.4.1 Technical literature and brochure meeting requirements including drawings and sketches, as described in **Section-D**, in English language.
- 17.4.2 Scanned copy of all compliance statements, complete in all respect, duly signed and stamped by the bidder.
- 17.4.3 The laid down requirements of this tender shall be prepared indicating the para No. and page No. of the Tender Document for compliance of the technical specifications. In case of any deviation, same shall be uploaded on line separately during technical bid submission to verify the compliance. Without such reference the tender may not be considered for evaluation.
- 17.4.4 Scanned Copy of Tender document after endorsement (signing) by the bidder on each page.
- 17.4.5 Compliance statement for Section - C: '**Complied**' or '**Not complied**' shall be given

against each statement and specification of Operational & Technical Requirement and should be duly substantiated and supported by appropriate documentation of the product. Tender with Non-Compliance statement shall be rejected. **Additionally, in Section-D (Operational & Technical Requirements), bidder is required to mention page and para no. of the documentation enclosed with the tender, in support of and to verify the compliance. Without such reference, the tender may not be considered for evaluation.**

- 17.4.6 Detailed List of deliverables – (Bill Of Quantity) with Part No., Make & Model number of equipment and accessories offered - fully meeting the operational and technical requirement as spelt out in Section-C of tender shall be uploaded. This list shall clearly indicate the items supplied from Overseas or from Indian source with Make/ Model.
- 17.4.7 Comprehensive list of spares, **WITHOUT INDICATING THE PRICE in a format prescribed in Annexure-II A.**
- 17.4.8 Terms and conditions if any, related to Price Bid, original documents of financial bid or any other document containing financial terms shall not be submitted as hard copy to AAI in any case.
- 17.4.9 Non submission of any of the aforesaid documents or, submission of any of the aforesaid documents in a manner which is in non- conformance with the relevant clause of the tender document may result in rejection of tender.
- 17.4.10 Original documents submitted online at CPP Portal during technical bid submission shall only be accepted for verification.
- 17.4.11 The contractor shall provide any additional materials that describe the systems and services being tendered; however, the Contractor shall not provide any marketing, advertising, or any other extraneous documents that serve little or no descriptive or educational purpose with respect to the systems and services of this procurement. No additional materials beyond those required to be submitted by the bidder referenced in the Compliance Profile.

## 18 Financial Bid:

Financial bids shall be filled up as per the guidelines given on CPP-Portal:

- 18.1 The pricing schedule document as per format given in **Annexure- 1A** shall be filled up as per instructions contained in E-portal and in **Annexure- 1B.**
- 18.2 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.
- 18.3 Tenders, in which any of the particulars and prescribed information is 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.
- 18.4 The pricing schedule of comprehensive list of Spares as per Annexure-II B shall be uploaded on e-portal as an attachment in the price bid.
- 18.5 Annexure –II B with price information shall not be uploaded in PQQ or technical bid document.
- 18.6 Apart from Annexure-II B and as per prescribed format therein, no other document shall be attached to price bid (except the spare cost). Conditional price bid shall be rejected.
- 18.7 The bidder shall also upload scanned copy of the statement sheet indicating the HSN code, rate of Basic Custom Duty (BCD), Social Welfare Scheme (SWS) for each line item (i.e., Hardware, Software etc.) quoted in the financial bid along with the currency of Bid.



18.8 Prices of spares shall be valid for five years after expiry of warranty / guarantee and there should not be any escalation in said period. The escalation should not be more than 10% beyond five years after expiry of warranty / guarantee on the equipment /system. Bidder has to intimate the obsolesce of spares, if any, well in advance so that AAI can keep sufficient number of spares in stock to maintain the system for the life span (12 years) of equipment/system.

## 19 Bid Opening and Evaluation:

### 19.1 Opening of pre-qualification bid (PQQ):

- 19.1.1 AAI shall open PQQ Bids as per scheduled Tender Opening Date and Time. Authorised representatives of AAI shall download all the up-loaded documents against “PQQ” and evaluate bids for Pre- qualification. Bidders may remain present at the venue i.e. AAI’s premises during the opening of “PQQ” or Bidders can monitor the “PQQ” opening process On-line.
- 19.1.2 PQQ -Eligibility criteria, EMD & Integrity Pact will be opened on the designated date of opening of tender.

### 19.2 Eligibility Evaluation:

- 19.2.1 Before taking up the detailed technical evaluation, general requirements that do not have technical bearing, will be evaluated.
- 19.2.2 AAI will seek clarification if required while evaluating criteria. The vendors shall submit clarification / documents in case of any shortcoming observed in their application with respect to the eligibility criteria.
- 19.2.3 In case some false or fabricated information submitted by bidder in support of experience, performance certificate, financial turnover etc. then the bidder’s tender shall be rejected and EMD may be forfeited. An action may be initiated to black list the bidder.

### 19.3 Preliminary (PQ) Evaluation:

#### 19.3.1 Unresponsive Tenders:

Tenders that do not meet the requirements specified in the bid documents will be treated as unresponsive and ignored. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are listed below:

- 19.3.1.1 The tender is unsigned or not in the prescribed format or not signed as per stipulations in the bid document.
- 19.3.1.2 The bidder is not eligible to participate in the bid as per laid down qualification/ eligibility criteria. (example: the tender enquiry condition says that the bidder has to be a registered MSE unit but the tenderer is, say a large scale unit).
- 19.3.1.3 Required Tender Fee or EMD has not been provided OR exemption of Tender fee or EMD is claimed without acceptable proof of exemption.
- 19.3.1.4 The bid departs from the essential requirements specified in the bidding document (for example, the bidder has not agreed to give the required performance security);
- 19.3.1.5 The Tenderer has quoted for goods manufactured by a different firm without the required manufactures authority letter (MAF) from the proposed manufacturer.

#### 19.3.2 Discrepancies:

If any discrepancies in the uploaded documents of vendor are noticed they may be conveyed to the tenderer through portal / email asking vendor to respond by a target date and if the tenderer doesn't agree to the Procuring Entity's observation, the tender is liable to be rejected.

**19.3.3 Minor Infirmary / Irregularity / Non - conformity / Shortfall Documents:**

During the preliminary examination, some minor informality and / or irregularity and/ or non-conformity / shortfall documents / non submission of documents may be found in some tenders. Such minor issues could be missing pages / attachment or illegibility in a submitted document, non-submission of required number of copies of a document. There have also been cases where the bidder submitted the amendment Bank Guarantee but omitted to submit the main portion of Bid Document. Such "minor" issues may be waived provided the same does not constitute any material deviation and financial impact.

**19.3.4 Clarification on Bids / Shortfall Documents:**

Wherever necessary, observations on such "minor" issues (as mentioned above) will be conveyed to the bidder by email or CPPP portal. During evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by email asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. In the interest of expeditious decision making in the tender process not more than two chances shall be given to any vendor to respond to AAI queries. Depending on the outcome, such tenders will be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order shall be accepted.

**19.3.5 Evaluation of Responsive Bids:**

All responsive bids are evaluated by the PQ Committee / TEC with a view to select the lowest (L1) bidder who meets the qualification criteria and technical requirements of the tender. In case of Single Stage 1-Pack tender, the evaluation of qualification of bidders, technical and financial aspect is done simultaneously. In Single Stage Multiple Pack processes, initially only the PQ / Technical bids would be opened and evaluated for bidders who meet the eligibility / qualification criteria as the case may be. Technical evaluation would be taken up only for the bidders found to be meeting the eligibility criteria. Financial bids of such the technically successful bidders would only be opened for selecting the L1 bidder. Financial bids of technically unsuccessful bidders would not be opened. The authenticity, integrity and sanctity of unopened bids is ensured automatically in the electronic bidding process at all times / stages of the tender.

**19.3.6 Evaluation of PQ / Technical Bids:**

In evaluation of the PQ / technical bids, conformity of the eligibility / qualification and technical conditions (as per the stage of the tender) to the requirements of the tender document is ascertained.

**19.3.6.1 Evaluation of Pre-Qualification Criteria:** AAI, will determine, to its satisfaction, whether the bidders are eligible, qualified and capable in all respects to perform the contract satisfactorily as per the PQ criteria of the tender document. Bidders who do not meet the required eligibility / pre-qualification criteria prescribed in the tender will be treated as unresponsive and will not be considered further. This determination will inter-alia, take into account the Bidders technical, production and financial capabilities for satisfying all the requirements of AAI as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the Bidder in its/ his Bid in response to the tender as well as such other allied information as deemed appropriate by AAI.

**20 Opening of Technical Bids:**

Technical bid of qualified bidders will be opened on the schedule date and time detailed in the Table-I. If any change in opening date will be informed through CPP portal. Bidders may remain present at the venue i.e. AAI's premises during the opening of Technical bid or Bidders can monitor the "Technical Bid" opening process On-line.

**20.1 Evaluation of Technical bid:**

- 20.1.1 AAI shall evaluate the technical bids to determine whether they are complete and the bids are in order or not.
- 20.1.2 The objective of the evaluation is to select bidders who can provide the desired supply & service with required efficiency and quality and meeting the Technical requirements defined in Section "D".
- 20.1.3 AAI will determine the substantial responsiveness of each bid to the Bid documents.
- 20.1.4 For purposes of these clauses, a substantially 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 substantially non-responsive will be rejected by AAI.
- 20.1.5 The tenders received and accepted shall be evaluated by AAI to ascertain the complete scope contained in the tender document.
- 20.1.6 In the evaluation of tenders, the overall quality and economy of the system offered shall be kept in view. Such offers which necessitate, additional expenditure required to be made by AAI be loaded to make the offer compatible with the tender document requirement.
- 20.1.7 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.
- 20.1.8 To shortlist technically qualified bidders, Technical bids shall be scrutinized by AAI to ensure whether the same are in conformity to Technical & Operational Requirement. 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 finalised on the basis of the information available. It shall,

therefore, be in the bidders' interest to give complete and comprehensive technical particulars while submitting the bid.

- 20.1.9 AAI may seek clarification on technical details or any other information deemed necessary. Such queries raised on-line on AAI's CPP-Procurement portal 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 Evaluation of Technical suitability:

The description, specification and drawings and other technical terms and conditions are examined by the TEC during this phase. Nobody outside the TEC shall be allowed to determine this evaluation. Bidder shall submit the "Exceptions/ Deviations form" in case of any exception / deviation sought for. However, AAI reserves the right to accept or not, without assigning any reason thereof. A material deviation, reservation, or omission which shall not be accepted are those that:

- 20.2.1 Affects, in any substantial way, the scope, quality or performance of the goods and related services specified in the contract.
- 20.2.2 Limits, in any substantial way, inconsistent with the tendering documents, the Rights of AAI or the tenderers obligations under the contract OR
- 20.2.3 If rectified, would unfairly affect the competitive position of other tenderers quoting substantially responsive tenders.

## 20.3 Declaration of Technically Successful bidders:

The price bids of PQ / technically qualified bidders shall be opened online on the CPPP portal. Technically suitable bidders may witness the financial bid opening online through internet or may depute their authorized representatives to AAI bid manager's office for observing / witnessing the bid opening activity.

## 21 Opening of Price/ Financial bids:

### 21.1

- 21.1.1 Financial Bids of those bidders who qualify in Technical bid evaluation shall be opened by AAI as per date and time given in this tender document or intimated through CPP portal. Bidders may be present at the venue during opening of Financial bid or can monitor On-Line the bid opening process.
- 21.1.2 No correspondence shall be entertained from the bidders after opening of Financial Bid of the Tender. Date of acceptance and opening of tender can be extended on sole discretion of Executive Director (CNS-Planning-1).

## 21.2 Evaluation of Financial Bids and ranking of Tenders in General:

- 21.2.1 In case a price bid is ambiguous so that it may very well lead to two equally valid total price amounts, then the bid shall be treated as unresponsive.
- 21.2.2 The tenders shall be compared on the basis of sum of all the price components (including custom duties, freight & insurance, taxes& duties and other charges) quoted by the bidders on the e-portal.
- 21.2.3 Tenders, 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 are liable to be rejected.
- 21.2.4 It may be clearly understood and noted that the Price Bid of the tender document is for pricing alone. No condition, whatsoever, should be stipulated in this part. Everything that the bidder has to say, regarding tender, other than pricing, should be stated only in

Technical Bid of the tender. If any conditions are stipulated in the Price Bid of the tender, **the tender is liable to be rejected.**

- 21.2.5 Suo-moto rebates / discounts shall not be considered for the purpose of ranking of offer, but if such a firm becomes L-1 at its original offer, such suo-moto rebates can be incorporated in the contracts. Same applies to conditional rebates e.g. rebate for faster payments etc.
- 21.2.6 Normally the comparison of the responsive tenders shall be done on the total outgo from AAI's pocket, for the procurement, to be paid to the supplier or any third party. This shall include all elements of costs as per the terms of the proposed contract, including any taxes, duties, levies etc. Therefore, the comparison of the responsive tenders shall be all inclusive and as per stated tender conditions.
- 21.2.7 In the case of goods manufactured in India or goods of foreign origin already available in India all statutory duties and taxes, which will be contractually payable (to the bidder) will be added.
- 21.2.8 In the case of goods of foreign origin offered from abroad, customs duties and other similar import duties/ taxes, which will be contractually payable (to the bidder) on the goods, are to be added.
- 21.2.9 As per policies of the Government from time to time, the Purchaser reserves his option to give price / purchase preferences as indicated in the tender document.
- 21.3 **Global Tender Enquiry (GTE) / International Competitive Bidding (ICB) Tenders:**  
Special aspects of evaluation of the financial offer in GTE tenders are:
  - 21.3.1 **Currency of Tender:** In GTE tenders, the price in the quotations can be in US dollars or Euro or Pound Sterling or in combination under the RBI's basket of currencies in addition to the Indian Rupees for expenditure incurred in India. All offers will be converted to INR based on the **"Bill currency selling" exchange rate on the date of tender opening (Pack-1)** from a source (as notified in the Economics Times of India (incase ET is not published), then rate on RBI site).
  - 21.3.2 Overseas bidder may quote in foreign currency for the supplies & services being provided from overseas and shall quote in INR for the supply and services to be provided from India.
  - 21.3.3 Overseas bidder shall quote Custom duty, Overseas Freight & Insurance (F&I) etc. in the same currency in which cost of imported items has been quoted.
  - 21.3.4 Overseas bidders quoting in INR for the imported items / services will be paid through Letter of Credit opened in INR and supplier has to ensure that his overseas Banker fulfills the requirement of receiving the payment in INR. LC can also be opened in foreign currency if requested by supplier equivalent to quoted INR value for imported items/Services. Quoted INR value will be converted into foreign currency at a conversion rate applicable on the day of opening of LC but payment will be restricted to quoted value in INR. Any Exchange rate fluctuation will be on account of Supplier.
  - 21.3.5 Items being supplied & services rendered by overseas supplier from India through his local agent shall be quoted in INR inclusive of all Taxes and payment shall also be made in INR directly to Indian supplier against his invoice duly endorsed by Principal Supplier or to Principal supplier directly but in INR on producing proof towards payment of GST etc. Bidder shall give undertaking that in case Indian supplier raises any dispute and financial claim against AAI, the same will be dealt with by the principal supplier at his own risk and cost without any liability to AAI. The cost of the items being supplied from India by overseas bidder shall be quoted under the price component for Indian Bidder in price bid. The cost of the items being supplied from overseas shall be quoted under the price component Overseas Bidder in price bid.

- 21.3.6 Custom duties in India for the imported items, shall be paid by AAI as per the quoted value directly to respective authorities of Government of India in the form of EPCG “SERVICE EXPORTS FROM INDIA SCHEME (SEIS)”/DCS (Duty Credit Scrip). However, while making payment the necessary adjustments in invoice bills shall be carried out by AAI. In case, bidder has not included any item for the purpose of calculating custom duty then any additional custom duty shall be on account of supplier.
- 21.3.7 Domestic tenderers are to quote and accept their payment in Indian currency, Indian agents / associates of foreign suppliers are to receive their agency charges in Indian currency, costs of imported goods, which are directly imported against the contract, may be quoted in foreign currency (currencies) and paid accordingly in that currency. Installation, Testing and Commissioning will be done by AAI.

## 22 Electronic Reverse Auction (RA):

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

- 22.1 A detailed process for RA is attached as detailed below
- 22.1.1 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).
- 22.1.2 The Reverse Auction shall be conducted on the overall tender prices and not on individual components.
- 22.1.3 Reverse auction will be conducted online with vendors from their own offices. For Training on reverse auction, online help shall be available through the CPP Portal.
- 22.1.4 Reverse auction process will be conducted for a period of one hour where the bidders will be allowed to reduce their prices.
- 22.1.5 In case any bidder submits the price within 5 minutes of closing of reverse auction timing, the system will automatically extend the reverse auction time to further 15 minutes. All participant tenderers can reduce the price during this time.
- 22.1.6 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.
- 22.1.7 The number of extensions in RA cannot be restricted. System has the provision to perform auto extension.
- 22.1.8 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.
- 22.1.9 Minimum decrement: Minimum decrement shall be the minimum amount a supplier/vendor has to reduce in order to beat a higher bid. This shall only be in 'absolute value' fixed by AAI and will be available as "Decremental value" in e-auction 'Basic Details' window. This minimum decrement shall be decided by the ED of the concerned Directorates and can be defined at the time of auction creation.
- 22.1.10 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.
- 22.1.11 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.



## 23 Evaluation of offers:

The Foreign bidders are normally asked in the bid documents to quote both on FOR/FOB basis and also on cost and freight (CFR / CIF) basis duly indicating the break up of prices indicating freight, insurance etc., with the purchaser reserving the right to order on either basis. They are also to indicate the Customs Tariff Number and the customs duty applicable in India. In the case of FOR/FOB offers, the freight and insurance shall be (after ascertaining, if not quoted) added to make it CIF cost. To arrive at FOR cost, 1% shall be added over CIF as Port Handling charges. Customs duty, Countervailing Duty and Surcharges as applicable on the date of opening of tender as well as Clearing Agency charges, Inland Freight and other taxes, if any, as assessed, may be added to make it FOR / FOT (Free on truck) destination. FOR/ FOT destination price for Domestic Offers may be calculated as in National Competitive Bidding (NCB) Tenders. For bids with LC payment, likely LC charges (as ascertained from AAIs Bankers) should also be loaded.

## 24 Purchase preferences:

Airports Authority of India, being a Government of India PSU would like to promote and provide all necessary benefits to Micro, Small & Medium Enterprises (MSME), Domestically manufactured Electronic Products (DMEP), Public Procurement Linked with Local Content (PP-LC) (Make in India – MII) and Start-up Initiative as per the guidelines of the Govt. of India.

### 24.1 Small Scale Industries Units & Central Public Sector Enterprises:

1. Based on the guidelines issued by National Small Industries Commission (NSIC) regarding concessions for Small Scale Industrial Units registered with NSIC under single point registration scheme, concessions are available to the bidders registered under NSIC.
2. The accepting authority reserves the right to allow to the public enterprises and Indian Small-Scale Industries (SSI) registered with NSIC under single point registration scheme purchase preference facilities as admissible under the existing policy of Govt. of India prevalent on the date of acceptance of tender.
3. Gazette notification No. 5 published 03 by Govt. of India dated 26.03.2012 and DO Letter No.1 (3)/2014-MA dated 02.07.2014 in this context is applicable, whereby a bidder registered with NSIC, if coming under L1 + 15% band shall be offered 20% of the supply, provided he meets the L1 price. Out of this 20%, 4% of the supply will be given to the SC/ST bidder, registered with NSIC.

### 24.2 Domestic Electronic Manufacturer & Make in India

- a) Gazette notification No. 304 dated 24/12/2013 is applicable for Domestic Electronic Manufacturer whereby a domestic Electronic goods manufacturer will be offered 30% of the supply of Electronic goods procurement, provided he meets the L1 price.
- b) This 30% Supply will be inclusive of the 20% supply offered to NSIC registered bidder.

24.3 As per policies of the GoI from time to time, AAI reserves the option to give price / purchase preferences as indicated below:

- a) Procurement preferences and other Concessions as applicable to the Micro, Small & Medium Enterprises (MSME) as enacted by the Govt of India vide MSMED ACT 2006, amended vide gazette notification dated 26.3.2012 and subsequent amendments thereof and published time to time through the MSME website <http://dcmsme.gov.in/pppm.htm> shall be applicable as per the directives of Govt. of India.
- b) Public procurement under “Preference to Make in India policy 2017” (PP -LC) will be applicable as notified and effected vide GOI order dated 15-06-2017 & revised from time to time to encourage and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. In addition, following will be followed:
  - i. The bidder who wishes to avail preference under Make in India policy shall submit the undertaking (Annexure XVI) for submission of Make in India documents in Envelope-II stating that the rates quoted towards local content shall not be less than 50% of total quoted amount (as per BOQ).
  - ii. The bidder shall submit the details as per Form – III (Annexure XVI) i.e. calculation of local content in goods/services provided in Make in India policy available in tender document. These details shall 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%.
  - iii. The bidder shall submit filled and signed forms – I, II, III, IV (Annexure XVI) in separate sealed envelope (Make in India envelope). In case of non-submission of these documents till scheduled time & date (before opening of financial bid), their bid shall be treated as non-Make in India.
  - iv. **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%.
  - v. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
  - vi. **A Supplier who has been debarred by any procuring entity for violation of Make In India Order shall not be eligible for preference under this procurement.**
  - vii. **False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General finance 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.**
  - viii. Purchase preference shall be given to Class-I local supplier only as per following procedure:
    1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local Class-I supplier, the contract for full quantity will be awarded to L1.
    2. If L1 is not from a local Class I suppliers, the lowest bidder among the local Class-I suppliers, will be invited to match the L1 price subject to local Class-I supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.



3. 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 then the contract may be awarded to the L1 bidder.
- ix. **Purchase preference to Class-I local supplier and verification of local content will be as per 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 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, Government of India).**
- x. Bidder has to submit details of item wise local content (As per format uploaded) towards eligibility under Make in India duly certified 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.

## 25 Rejection & Return of Tender:

- 25.1 Airports Authority of India (abbreviated as AAI) reserves the right to reject any or part of tender without assigning any reason. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any bidder 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, and to forfeit the Earnest Money Deposit. If at any stage any information/documents submitted by the tenderer is found to be false/fake/fraudulent, the firm shall be liable to be debarred/black listed from participating in tenders in AAI apart from any other appropriate/legal action.
- 25.3 The information contained in the tender should 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 bidders, 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 of AAI, the authority inviting tender shall be informed of the fact along with the offer, failing which AAI, at its sole discretion may reject the tender or cancel the contract, if awarded, and forfeit the Earnest Money Deposit.

## 26 Extension of Tender Validity Period:

If due to some exceptional and unforeseen reasons the Purchase Executive is unable to decide on the placement of the contract within the original validity period, all the responsive bidders may extend the validity period on request from AAI. The Validity extension shall include their offers, as it is, without any changes therein. They will have to extend the validity of the EMD for the

corresponding additional period. A tenderer if not agreed to such a request and this will not be tantamount to forfeiture of its EMD. But the bidders, who agree to extend the validity, are to do so without changing any terms, conditions, and so on, of their original tenders. The bid of the tenderer who doesn't agree to extend the validity of its bid should be considered as unresponsive from this point onward and shall not be considered further.

## 27 Payment clause

- 27.1** The elements of price included in the quotation of a tenderer depend on the nature of the goods to be supplied and the allied services to be performed, location of the supplier, location of the user, terms of delivery, extant rules and regulations about taxes, duties, and so on, of the seller's country and the buyer's country.
- 27.2** In case of indigenous goods, the main elements of price may include raw material, production cost, overhead, packing and forwarding charges, margin of profit, transit insurance, GST and other taxes (if applicable). In case of imported goods, in addition to similar elements of price as above, there may be elements of custom duty, import duty, landing and clearing charges etc. Further, depending on the nature of the goods (whether domestic or imported), there may be cost elements towards operator's training, etc.
- 27.3** **Elements of Price:** Where the price has several components such as the price of the goods, cost of operators training, bidders should be asked to furnish a cost break-up indicating the applicable prices for each of such components along with the overall price.
- 27.4** **Payment to Suppliers:** In a supply contract, delivery of goods is the essence of the contract for the purchaser. Similarly, receiving timely payment for the supplies is the essence of the contract for the seller. A healthy buyer-supplier relationship is based on the twin foundation of timely and quality supply, on the one hand, and prompt and full payment to the supplier, on the other.
- 27.5** The Indian Agent must raise an e-invoice to the AAI, if his turn over exceeds the prescribed limit prescribed by the Government in this regard. An invoice without QR code and IRN shall not be accepted by AAI in such a scenario. Also, AAI shall only make the GST payment to the Indian Agent for the goods and services against proof of payment and only after the tax invoice is reflected in GSTR-2A of AAI. Further, Indian Agent shall be required to provide the description, HSN code, tax type and tax percentage.
- 27.6** The tax invoice must be issued to that unit of AAI, which has actually received such supply.
- 27.7** If any payment is to be made to the third parties by the Indian Associates of the Bidder for this work of AAI, then the Tax Invoice should be in the name of Indian Associates (as there is no agreement between the third parties & AAI) and Indian Associates will avail the ITC and after wards Indian Associates should raise the Tax Invoice in the name of AAI and charge GST for the services provided so that AAI can avail the benefit of ITC credit.

## 28 Terms of Payment for domestic Goods

### 28.1 FOR dispatching station

- 28.1.1 60% of purchase order price for supply of items against proof of dispatch.
- 28.1.2 40% of purchase order price and 100% of freight, insurance, taxes and duties against receipt of goods at site in good condition
- 28.1.3 100% Documentation Charges (if quoted separately) on supply of documents at site.
- 28.1.4 100% of the training charges (if quoted separately) on completion of the training activity.

### 28.2 Documents required for release of payment

- 28.2.1 Invoice + 2 copies
- 28.2.2 Itemized Packing list + 2 copies
- 28.2.3 Certificate of Factory Acceptance Test (if done by AAI) or QC issued by QC department of supplier
- 28.2.4 Proof of dispatch of items – factory gate pass etc.
- 28.2.5 Certificate of goods received at site in physically good packed condition.
- 28.2.6 Documents received certificate as applicable.
- 28.2.7 Training Completion Certificate as applicable.

## 29 Terms of Payment for Foreign Supplies

### 29.1 Payment through Letter of Credit:

In case of foreign supply, AAI shall open LC for the amount equivalent to 100% of the quoted value by Contractor against supply of imported goods and services from overseas. Letter of Credit shall be opened upon submission of PBG. The LC charges shall be payable by AAI in India and by the Contractor outside India.

### 29.2 Foreign bidder quoting in foreign currency for overseas supply and services:

AAI will make the payment in foreign currency as per quoted price by the Contractor in foreign currency quoted by the supplier for imported goods and services subject to any adjustment as per clauses relating to custom duty, payments etc.

### 29.3 Foreign Bidder quoting in INR for Indian Services and supplies:

Contractor shall quote in INR for the supplies to be made from India and AAI shall also pay in INR for such supplies directly to Indian Contractor against his Invoice duly endorsed by Principal Contractor on receipt of goods and services in good condition. Payment to Indian Contractor / service provider / agent on behalf of his Principal Contractor shall be construed as full discharge of AAI obligation to foreign Contractor as per agreement. Principal Contractor has to give an undertaking that in case the Indian Contractor / service provider / agent raises any dispute and financial claim against AAI, the same will be dealt by the foreign Contractor at his own risk and cost without any liability to AAI. Such payment can also be made to Principal Contractor directly in INR provided the Principal Contractor has proper legal registrations and a bank account in India.

29.3.1 For such contractors bidding in INR in Global tenders, the payments of the INR component shall be governed on the lines of payment terms for Domestic Goods.

**29.4 Foreign Contractors quoting in INR:**

29.4.1 In case, Foreign Contractors quoting in INR, then LC shall be opened in any major convertible currency or in INR as per request of Contractor.

29.4.2 **Letter of Credit opened in INR:** Contractor has to ensure that overseas banker fulfils all statutory requirement connected with the flow of payments.

29.4.3 **Letter of Credit opened in Foreign currency:** To calculate equivalent foreign currency equivalent to INR value quoted by Contractor, the currency conversion rate applicable on the date of opening of LC shall be taken. The total amount payable shall be firm in Indian rupees as per bid of the contractor. Therefore, any fluctuation in the exchange rate shall be on the account of Contractor in case prices are quoted in INR for foreign supplies. However, AAI shall pay in INR for supplies made from India.

**29.5 Payment Terms to Foreign Suppliers**

29.5.1 70% of Supply cost of LC amount for supply of imported goods, 100% of Overseas Freight & Insurance if paid by Contractor and 100% custom duty & IGST (directly to Custom Authorities).

29.5.2 Balance 30 % of goods cost on receipt of goods in physically good condition at port consignee.

29.5.3 100% Documentation Charges (if quoted separately) on supply of documents, received in physically good condition at port consignee.

29.5.4 100% of the training charges (if quoted separately) on completion of the training activity, Factory Acceptance Test Charges, etc.

**29.6 Documents required for release of payment (Foreign Supplies)**

**(a) For release of 70% payment -**

29.6.1 Invoice + 2 copies

29.6.2 Itemized Packing list + 2 copies

29.6.3 Bill of Lading / Air Way Bill + 2 copies as proof of dispatch of items

29.6.4 Certificate for Country of origin

29.6.5 Certificate of Factory Acceptance Test (if done by AAI) or QC issued by QC department of supplier

29.6.6 Form 15 CB/ Tax withholding certificates issued by Indian Tax Authority.

29.6.7 Transit Insurance certificate + 2 copies

**(b) For release of remaining 30 % payment:**

- 29.6.1 Invoice + 2 copies
- 29.6.2 Certificate of receipt of items /good in physically good condition at Port Consignee.
- 29.6.3 Form 15 CB/ Tax withholding certificates issued by Indian Tax Authority.

**(c) For release of 100% payment for Supplies made from India in packed good condition**

- 29.6.1 Invoice + 2 copies
- 29.6.2 Itemized packing list + 2 copies
- 29.6.3 Proof of dispatch of equipment / transportation delivery challan of goods / items.
- 29.6.4 Certificate of successful FAT.
- 29.6.5 Inland insurance policy / certificate.
- 29.6.6 Certificate of goods receipt at site (ultimate consignee) in physically good condition.
- 29.6.7 GST registration details.
- 29.6.8 Form 15 CB/ Tax withholding certificate issued by Indian Tax Authority

**30 Modes of Payment for domestic Goods**

Payments to domestic suppliers are usually made through electronic payment systems like Electronic Clearance System (ECS), Real-Time Gross Settlement Systems (RTGS), National Electronic Funds Transfer (NEFT) or Electronic Payment Gateways. In case of domestic suppliers, especially against high value contracts for sophisticated equipment/ machinery, payment through LC, depending on the merits of the case, may be agreed to on request of the contractor. In such a situation the LC charges has to be borne by the contractor. The L1 bidder shall provide the Bank Account details, A/c Holder's name, Bank Account No, IFSC Code, Name of the Bank / Branch at the signing of the Contract and should be a part of the Contract document.

**31 Modes of Payment for imported Goods**

For imported goods, payment usually happens through the Letter of Credit (LC) opened through any scheduled bank as decided by the Procuring Entity. The amount of LC should be equal to the total payable amount, and be released as per the agreed contract conditions.

**32 Letter of Credit (LC):**

Two banks are involved in payment to the supplier by LC, the purchaser's bank and supplier's bank. The purchaser is to forward the request to its bank in the prescribed format as formulated by the Bank, along with all relevant details including an authenticated copy of the contract. Based on this, the purchaser's bank opens the LC on behalf of the purchaser for transacting payment to the supplier through the supplier's

bank. Care should be taken to ensure that the payment terms and documents to be produced for receiving payments through LC are identical with those shown in the contract. Generally, the irrevocable LC is opened so that the supplier is fully assured of his payment on fulfilling his obligations in terms of the contract. In case the delivery date of the contract is extended to take care of delay in supply, for which the supplier is responsible, the tenure of the LC is also to be extended, but the expense incurred for such an extension (of LC) is to be borne by the supplier.

### **33 Advance Payments:**

- 33.1 Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies made. However, it may become necessary to make advance payments in the case as under:
- 33.2 Advance payments demanded by PSU's & Government organizations towards the goods and services being supplied by these departments.
- 33.3 Such advance payments shall not generally exceed thirty (30%) per cent of the contract value to private firms. However, in case of Government / PSU's the higher amount of advance payment can be agreed with the approval of the competent authority.

### **34 Compensation for Delay:**

Payment shall be released after adjusting any compensation for delay which firm might have rendered themselves liable as per provisions of contract and applicable income tax and any applicable deductions as per laws and purchase order. In charge reserves the right to release / hold the partial payment depending on the completed or uncompleted activities.

### **35 Freight & Insurance charges**

- 35.1 Normally, in case of imported items, freight and insurance are arranged by General Manager (CNS), Central Radio Store Depot (CRSD), Airports Authority of India, Safdarjung Airport, New Delhi –110003 (India) Fax No. +91-11-24611960. The documents containing invoice & packing list, each consignment details in terms of volume / gross weight, size & number of boxes, number & size of containers and container load etc. are to be made available by means of email/ fax/ courier to the General Manager (CNS), CRSD at least six (06) weeks in advance of dispatch for insurance & custom clearance purposes.
- 35.2 The foreign bidders must indicate the custom duty charges, overseas freight & insurance charges along with the cost of equipment as per BOQ, for shipment of entire supply by Sea from the Port of dispatch to Port Consignee. Total freight and insurance charges for entire supply must be indicated in the pricing schedule & will be taken for the purpose of price comparison. Wherever the supplier does not indicate the freight & insurance charges, a flat rate of 3% of the quoted FOB price will be added as freight & insurance charges for computing CIF value for the purpose of ascertaining custom duty and price comparison.
- 35.3 However, AAI reserves the right to ask the successful bidder to make arrangement for transporting the equipment by Sea from the port of dispatch to



- an Indian Port as assigned in consignee list, in such case, the freight and insurance charges will be reimbursed by AAI restricted to the maximum value quoted by the bidder.
- 35.4 In case, it is decided to obtain the delivery of items by Air due to urgency then bidder shall be asked to quote the price of freight and insurance by Air.
- 35.5 Indian bidder quoting the price on ex-works basis shall make arrangements for transporting the equipment ex-works to the ultimate consignee. The charges for freight and insurance in INR will be paid by the successful bidder and will be reimbursed by AAI subject to maximum value quoted by bidder.
- 35.6 In case, Successful bidder is responsible for delivering the items up to consignee Airport, then he shall make his own arrangement for obtaining Road permits/ entry passes for transporting the system to consignee Airport, however, AAI will provide the requisite documents for obtaining road permits.
- 35.7 In every case where advance payment or payment against dispatch documents is to be made or LC is to be opened, the condition of insurance shall mandatory. Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. If considered necessary, insurance may cover “all risks” including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the Procuring Entity for receiving the goods at the destination. Where delivery of imported goods is required by the purchaser on CIF/CIP basis, the supplier shall arrange and pay for marine / air insurance, making the purchaser the beneficiary. Where delivery is on FOB / FAS basis, marine / air insurance shall be the responsibility of the purchaser.

### **36 Taxes, duties and levies:**

- 36.1 Statutory duties and Taxes on domestic Goods. - The duties and taxes as levied by the Government on domestic goods vary from product to product, unless a different intention appears from the terms of the contract, statutory variation in duties or taxes are to be borne by the buyer (Procuring Entity). As a general policy, the statutory variations in such duties and taxes are to be allowed during the period from the date of the tender to the date of acceptance of the tender (that is, placement of the contract) and during the original / re-fixed delivery period of the contract so that both the supplier and purchaser are equally compensated for rise or fall in the price of the goods on account of such statutory variations.

### **37 Customs duty on imported Goods:**

- 37.1 AAI shall load the custom duty on the imported items under procurement to bring uniformity in the price bids of different bidders. AAI may also appoint Custom Handling Agent (CHA) on annual basis as consultant for ascertaining the rate of custom duty.
- 37.2 In case, Overseas supplier is responsible for custom clearance or Indian supplier intends to supply some item from overseas then the imported material shall be imported in the name of Airports Authority of India (AAI) to avail benefits of

EPCG authorisation and duty credit scrip issued under Services exports from India Scheme (SEIS) and insurance policy shall be in the name of AAI. The successful bidder shall not make payment to customs authority directly for items mentioned above, as AAI has EPCG authorization issued under the EPCG scheme / DCS (Duty Credit Scrip) under Services exports from India Scheme (SEIS) issued under Foreign Trade Policy (FTP) 2015-2020. Hence, the contractor is required to make all documentation for importing in such a way which is acceptable to Customs Authorities for utilizing the entitlement certificates by AAI. The amount of customs duty paid / used through said authorization or the Duty Credit shall be deducted from contractor's bill.

- 37.3 On imported goods, the tenderers shall also specify separately the total amount of custom duty included in the quoted price. The tenderers should also indicate correctly the rate of custom duty applicable for the goods in question and the corresponding Indian customs tariff number. Where customs duty is payable, the contract should clearly stipulate the quantum of duty payable, and so on, in unambiguous terms. Any import of materials directly from the supplier or manufacturer should be in the name of AAI. In this regard, all formalities will be completed by AAI engaging a Custom House Agent (CHA) and payment in this regard will be borne by AAI. In case, the Custom Duty Licenses under the above mentioned scheme is not accepted for any reason by the Custom Authorities, the Custom duty shall be paid by the Contractor or AAI to the Custom Department directly. In the event of contractor paying customs duty directly to custom department, the contractor shall submit the proof of customs duty paid for imported items to AAI and will be reimbursed by AAI. Such amount shall be restricted to the quoted amount or actual customs duty amount whichever is less.
- 37.4 Any increase or decrease of custom duty at the time of clearance of consignment due to reclassification or amendment to custom duty tariff will be on account of AAI. Additional custom duty charged by Custom Authorities due to non-inclusion of item for the purpose of custom duty or quoting under wrong head shall be on account of supplier.
- 37.5 Custom duty can be quoted in the same currency in which imported items are quoted which will be converted into INR at an exchange rate applicable on the day of opening of PQ bid for the purpose of financial evaluation. Quoted Custom duty will be converted into INR at an exchange rate indicated on Bill of Entry for the purpose of recovery / claims. Bill of Entry will be filed in the name of AAI with GSTIN of procuring entity.
- 37.6
- 37.7 AAI may obtain an indemnity bond as per Annexure-XV from the supplier to indemnify AAI from all future claims to be raised by DRI towards the custom duty actually paid or payable on account of any reason. Only the documented increase in custom duty after the opening of the financial bid is the liability of AAI provided the supplies have been made in time. In case of delay in supplies for reasons not covered in the force majeure clause and the increase of custom duty is announced during the delayed period the same shall have to be the responsibility of the supplier.



- 37.8 AAI will recover the excess custom duty paid by AAI against quoted custom duty by vendor.

### 38 Custom handling and clearing charges:

- 38.1 Custom clearance is the responsibility of AAI.

### 39 Altered/Modified or Conditional language:

Any bid submitted with changed or altered or modified or conditional language / contents of the said Annexure IA, 1B, IIA, IIB, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII & XIX then the Bid of the firm shall be rejected.

### 40 Quantity Deviation / Extra Item / Substitution:

- 40.1 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.
- 40.2 AAI may purchase Extra item, Substitute items as per site requirements up to the overall limit of 30% of the contract value.
- 40.3 At times following situations may warrant deviation / extra item / substitutions
- 40.3.1 Items which substitute the existing ones or are taken in lieu of those already provided in the contract. Such substitution shall be avoided as far as possible unless it becomes unavoidable due to availability of higher version of model of same Make with better or same technical features.
- 40.3.2 Substitution of items shall also be accepted in case the contracted item has gone obsolete or not available. Certificate for the same shall be required from the OEM of the equipment before accepting the substitution.
- 40.4 The overall deviation, Extra item or the substitute items taken together shall not exceed 30% of the contract value unless until it is mutually agreed by both the parties.

### 41 Consideration of Abnormally Low Bids:

- 41.1 An Abnormally low quoted bid (ALQB) is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. Wherever the price of the lowest bidder is lower than the estimated cost by more than 25%, lowest bid can be termed as Abnormally Low Quoted Bid (ALQB). Processing of such bid shall be as follows:
- 41.1.1 All such items which are more than 25% below the estimated rate shall be termed as abnormally low quote items (ALQI) and these items shall be identified by the bid processing officer / bid manager.
- 41.1.2 The processing officer / bid manager shall seek clarification from the **lowest bidder in respect of ALQ items.**
- 41.1.3 The lowest bidder has to submit justification of their price either on the CPP (if possible) or submit through a separate letter along with analysis of rates for all such ALQ items.
- 41.1.4 In case of ALQB, AAI may ask additional PBG.

### 42 Negotiations - Only as a rare exception:

42.1.1 Normally there shall be no post tender negotiations.

42.1.2 **Whom to negotiate with:** The negotiations for reduction of prices will be held only with the lowest acceptable bidder L-1, who is technically responsive and on whom the contract would have been placed but for the decision to negotiate.

#### 43 Cancellation of Procurement Process / Rejection of All Bids /Re-Tender:

If it is decided to re-bid the tender at any stage, all participating bidders will be informed on CPP portal / email and bids will not be processed further i.e. will not be opened to next stage. AAI may cancel the process of procurement or rejecting all bids at any time before intimating acceptance of successful bid, under circumstance mentioned below:

43.1 If the quantity and quality of requirements have changed substantially or there is an unrectifiable infirmity in the bidding process.

43.2 When none of the bidders is substantially responsive to the requirements of the Procurement Documents.

43.2.1 None of the Technical Proposals meets the minimum technical qualifying requirements / score.

43.2.2 If effective competition is lacking. However, lack of competition shall not be determined solely on the basis of number of Bidders.

43.2.3 The Bids / Proposals / prices are substantially higher than the updated cost estimate or available budget.

#### 44 Award of Contract:

44.1 The acceptance of the tender will be intimated to the successful bidder by issuing letter of intent (LOI). On receipt of Letter of Intent (LOI) successful bidder shall send unconditional acceptance of Letter of Intent to the Executive Director (CNS-P-1), Airports Authority India, New Delhi-110003 (India) within five (05) working days of issue of Letter of Intent through Fax/ Courier / by Indian Agent or as deemed appropriate, failing which it may be construed that he is not interested in the offer and hence has not accepted the Letter of Intent unconditionally.

44.2 Prior to the expiry of the period of bid validity, the successful bidder will be notified in writing that his bid has been accepted. The notification of award will constitute the conclusion of the Contract till a formal Contract is signed. All delivery liabilities will be counted from date of Letter of Award / Acceptance (LOA) or any amendment there off.

44.3 The successful tenderer is required to furnish the required performance security (PBG) within 30 days.

44.4 The successful bidder shall sign a copy of the LOA as a mark of his unconditional acceptance of LOA and submit it back to the Executive Director (CNS-P-1).

44.5 A formal contract incorporating the agreed terms and conditions of NIT and Letter of Award / Purchase Order, corrigendum, if any, clarifications given by the bidder against AAI queries, etc. shall be signed with the vendor within 15 days of final award of the contract. However, on the date of signing of the contract it shall be ensured that the all pre-requisites for completion of the contract / tender are in place.

**45 Publication of Tender Results and Return of EMD of Unsuccessful Bidders:**

The details of award of contract and name of successful bidder will be made available on the CPPP.

**46 Consignee:**

- 46.1 The ordered equipment/ items shall be delivered to the Port Consignee as mentioned in **Annexure – III**.
- 46.2 In case of Indian Supplier and in case of part/full supplies from Indian indigenous sources by a foreign supplier, the ordered equipments / items shall be delivered to the ultimate consignee as mentioned in **Annexure - III**. Indian Supplier shall only raise the bill to AAI for the items sourced from India.

**47 Execution of Works:**

- 47.1 The Installation works will be carried out by AAI, bidder shall provide installation details and necessary guidance/support.

**48 Code of Integrity for Public Procurement (CIPP):**

- 48.1 Procuring authorities as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
- 48.2 **“Corrupt Practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- 48.3 **“Fraudulent Practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- 48.4 **“Anti-Competitive Practice”**: any collusion, bid rigging or anti competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- 48.5 **“Coercive Practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- 48.6 **“Conflict Of Interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- 48.7 **“Obstructive Practice”**: materially impede the Procuring Entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by

deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;

## 49 Punitive Provisions:

49.1 Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder/ supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:

49.1.1 if his bids are under consideration in any procurement

49.1.1.1 Forfeiture or encashment of bid security;

49.1.1.2 Calling off of any pre-contract negotiations; and

49.1.1.3 Rejection and exclusion of the bidder from the procurement process.

49.1.2 if a contract has already been awarded

49.1.2.1 Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;

49.1.2.2 Forfeiture or encashment of any other security or bond relating to the procurement;

49.1.2.3 Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate.

49.1.3 Provisions in addition to above:

49.1.3.1 Banning/ debarment of the bidder from participation in future procurements of the AAI for a period not less than one year;

49.1.3.2 In case of anti-competitive practices, information for further processing may be filed under a signature of the authorized official level officer, with the Competition Commission of India.

49.1.3.3 Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

## 50 Integrity Pact (IP):

50.1 The Pre-bid Integrity Pact is a tool to help Governments, businesses and civil society to fight corruption in public contracting. It binds both buyers and sellers to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract. This removes insecurity of bidders, that while they themselves may abjure bribery, but their competitors may resort to it and win contract by unfair means.

50.2 The pact essentially envisages an agreement between the prospective vendors/ bidders and the buyer, committing the persons/ officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract. Only those vendors/ bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- 50.2.1 Promise on the part of the Procuring Entity to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
- 50.2.2 Promise on the part of bidders not to offer any benefit to the employees of the Procuring Entity not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
- 50.2.3 Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- 50.2.4 Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/ equipment at prices lower than the bid price;
- 50.2.5 Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- 50.2.6 Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
- 50.2.7 Integrity Pact lays down the punitive actions for any violation.
- 50.2.8 A standard copy of the Integrity pact based on the above general principles is prepared and attached as Annexure- VII.
- 50.2.9 **In tenders meeting the criteria of threshold value/ nature of procurement:** Integrity Pact clause and format are included in this Bid Documents. Each page of such Integrity pact proforma shall be read and duly signed by Purchaser's competent signatory. All pages of the Integrity Pact in original are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.
- 50.2.10 Signing of Integrity Pact (Annexure-VII) is mandatory for every bidder/contractor in this procurement. The digitally signed pact should be submitted by the bidder in PQQ Bid.
- 50.2.11 A person signing IP shall not approach the courts while representing the matter to IEMs and he/she will await their decision in the matter.
- 50.2.12 No bid procedure related query shall be referred to IEM.

**50.3 Integrity Pact (IP) would be implemented through a panel of independent external Monitors (IEMs):** IEM's shall be appointed by the organization in consultation with Central Vigilance Officer. Names and contact details of the Independent External Monitor(s) is provided in this Notice Inviting Tender (NIT). The IEM would review independently and objectively, whether and to what extent parties have complied with their obligations under the Pact. Government of India organizations and Public Sector Undertakings desirous of implementing

Integrity Pact are required to select at most three persons (below the age of 70 (seventy) years) of high integrity and reputation as Independent External Monitors (IEM) after due diligence and forward to the CVO for its approval. Only those officers of Government of India Departments or Public Sector Undertakings, who have retired from top management positions, would be considered for appointment as IEM, provided they are neither serving or retired from the same organization. Eminent persons, retired judges of High/ Supreme Courts, executives of private sector of considerable eminence could also be considered for functioning as Independent External Monitors. The appointment of Independent External Monitors would be for an initial period of three years and could be extended for another term of two years (maximum tenure of five years). Names and contact details of the Independent External Monitor(s) are listed in this Notice Inviting Tender (NIT).

**50.4 Role/Functions of IEMs:** The Monitors would not be subject to instructions by the representatives of the parties and should perform their functions neutrally and independently. They would review independently and objectively, whether and to what extent parties have complied with their obligations under the Integrity Pact. For this purpose, they would have access to all contract documents/ books of accounts of the bidders in case of any allegation of violation of any provisions of the Integrity Pact or payment of commission, whenever required. The IEMs will have the option to participate in such meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. Ideally all IEMs of an organization should meet once every two months to take stock of ongoing tendering process. The IEMs would examine all complaints received by them and give their recommendations/ views to the designated officer of the Procuring Entity, at the earliest. The Monitors would also inform the Procuring Entity, if they notice or have reason to believe, a violation of the Integrity Pact. They may also send their report directly to the Central Vigilance Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. At least one IEM would be invariably cited in the NIT. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs, who would look into the records, conduct an investigation, and submit their joint recommendations. The recommendations of IEMs would be in the nature of advice and would not be legally binding. IEMs may not be equated with consultants in the Procuring Entity. Their role is independent in nature and the advice once tendered would not be subject to review. The role of the Chief Vigilance Officer (CVO) of Procuring Entity shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO, if a complaint is received by him or directed to him by the CVC.

**50.5 An Independent External Monitor (IEM) for this procurement is as follows:**

- (i) Shri J.K. Khanna, IPS (Retd.)  
e-mail: [jkkhannaips@yahoo.com](mailto:jkkhannaips@yahoo.com)
- (ii) Shri. R. Ramanujam, IAS (Retd.)  
e-mail: [raamaanuj@gmail.com](mailto:raamaanuj@gmail.com)

**50.6** Update with regard to Integrity Pact may please be seen on AAI's website by following the access path <https://www.aai.aero/en/vigilance/integritypact>.



**51 Debarment of Suppliers:****51.1 Temporary Debarment – restrain:**

51.1.1 Whenever a supplier is found lacking in performance, in case of less frequent and less serious misdemeanours, the suppliers may be put on a temporary debarment / restrain category for a period up to 12 (twelve) months after following the approval of authority one level higher than the accepting authority with the final authority being the Chairman AAI. When a supplier is on the temporary debarment / restrain, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. Performance issues which may justify temporary debarment / restrain of the vendor are:

51.1.1.1 Vendors who have not responded to requests for quotation / limited tenders consecutively three times without furnishing valid reasons or as decided by the functional manager with the approval of competent authority;

51.1.1.2 Repeated non-performance or performance below specified standards (including after sales services and maintenance services);

51.1.1.3 Suppliers undergoing process for banning/ debarment may also be put on a holiday listing during such proceedings, if so recommended by the competent authority.

51.1.2 **Debarment from AAI:** Debarment from participating in any procurement process undertaken by AAI, for a period not exceeding three years, if there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of violation of the Code of Integrity for Public Procurement or Integrity Pact, evasion or habitual default in payment of any tax levied by law; serious performance issues despite repeated reminders etc. AAI will maintain such list which will also be displayed on its website.

**52 Option Clause:**

AAI retains the right to place order for an additional quantity (generally 30%) in accordance with the same terms and conditions of the present contract within the currency of the contract.

**53 Declaration:**

The General Information and Guidelines given in the Tender Document are hereby accepted unconditionally and shall be complied with.

**Signature of Tenderer .....**

**Name:.....**

**Telephone:.....**

**Fax:.....**

**E-mail: .....**

**Stamp:.....**



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**AIRPORTS AUTHORITY OF INDIA****TENDER NO. CNS(P)- 04/2022 - 23****Section B:- Eligibility Requirement / Criteria**

Tenders from eligible bidders are invited by Executive Director (CNS-P) on behalf of Chairman, Airports Authority of India (AAI) for the works as detailed below.

1. **Name of works** : **Supply of Non Directional Beacon (NDB)- 20 Nos. and 01 no. Repair Facility/ Test Jig along with one set of critical spares.**
2. **Estimated Cost:** Rs. 23.96 Crore (Rupees Twenty Three Crores and Ninety Six Lac Only).
3. **Earnest Money Deposit** : Rs. 47.92 Lac (Rupees Forty Seven Lac Ninety Two Thousand Only) (EMD) / Bid Security  
**Or**  
USD 61,655 (USD Sixty One Thousand Six Hundred Fifty Five Only)

4. **Eligibility Criteria:**4.1 **GST and PAN:**

Registration number (In case of Indian Bidders). Foreign Bidders may submit PAN ID within one month (30 days) of award of contract.

4.2 **Value / Quantity Criteria:**

The bidder shall have successfully executed orders conforming to any one of Value Criteria or Quantity Criteria listed below, for **supply of NDB** with similar or better specifications during last **SEVEN YEARS**. The bidder shall submit copies of relevant Purchase Orders as proof of experience of works claimed by him under this Para.

<b>Value Criteria</b>
One Work Order of value equal to INR 19.17 Crores (i.e. 80% of estimated cost) or more <b>OR</b>
Two separate Works Orders, each for a value equal to INR 11.98 Crore (i.e. 50% of the estimated cost) or more <b>OR</b>
Three separate Work Orders, each for a value equal to INR 9.58 Crore (i.e. 40% of the estimated cost) or more <b>OR</b>

<b>Quantity Criteria</b>
One Work Order of quantity equal to 16 nos. (i.e. 80%) or more of the total quantity. <b>OR</b>
Two separate Work Orders, each for quantity equal to 10 nos. each (i.e. 50%) or more of the total quantity. <b>OR</b>
Three separate Work Orders, each for quantity of 08 nos. each (i.e. 40%) or more of the total quantity.

4.3 **Proof of satisfactory service:**

- 4.3.2 Bidder shall submit performance certificate in respect of the experience of works claimed by bidder against execution of works listed above. Certification of satisfaction with complete detail of work carried out shall be submitted. Further completion certificates obtained from the end Customer and endorsed by the bidder shall be submitted. Such performance /experience certificates should clearly indicate the following (Annexure-IX):
- Value of order or contract,
  - Scope of order or contract,
  - Order or Contract No., Award date
  - Order or Contract Completion date.
  - That the supplied & installed systems have performed satisfactorily after commissioning.
  - Contact details of end user. viz e-mail id, phone/mobile no. & address for communication.
- 4.3.2.1 In case, the bidder fails to get the Performance certificate from end user, his tender offer is liable to be rejected.
- 4.3.2.2 In case of experience of Private sectors, bidder has to submit TDS certificate issued by the Customer in support of payment received and execution of work.
- 4.3.3 The scope of works in respect of works claimed against above Para, should be substantiated by submission of appropriate documentation such as relevant portion of the contract.
- 4.4 A list of clients served (with contact address) shall also be attached.
- 4.5 Articles of Memorandum of Association or Partnership Deed or Proprietorship Deed as the case may be.
- 4.6 Average Annualized Financial Turnover: Vendor should have annualized average financial turnover of at least INR 7.2 Crores (30% of the estimated cost) during last 3 years ending 31st March of previous financial year or 31<sup>st</sup> December (where financial year and calendar year is same). As a proof of financial turn over, copy of abridged Balance Sheet along with profit & loss account of the bidder for the last three years should be submitted.
- 4.7 Last date of submission of the Bid will be taken as reference for assessing the eligibility criteria.
- 4.8 Bid documents/requirement as per Clause 17.3 of Section A.
- 5 Concessions to the bidders registered with NSIC/ MSME, shall be applicable as per the directives of Govt. of India.
- 6 **Procurement Preference Policy for Micro, Small & Medium Enterprises (MSME)**
- 6.1 Procurement Preference Policy for Micro, Small & Medium Enterprises has been notified by the Government in exercise of the powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) ACT 2006. Details of the policy are available on MSME website <http://dcmsme.gov.in/pppm.htm>. All guidelines given on the website of MSME needs to be followed wherever required.
- 6.2 All policies notifications, Hon'ble court rulings etc. which are in public domain being available in the website of concerned ministries, through publication of govt. gazette, notifications, shall be applicable.

## 7 **Make in India Policy – 2017:**

The **Public Procurement Linked With Local Content** (Preference to Make in India policy 2017) (PP-LC) has been notified and effected vide order dated 15-06-2017, subsequent revisions/amendment, if any, of Govt. of India and Notification no. AV-31020/47/2017-CNWMOCA/Com.No.E-122603 dated 26.02.2019 from Ministry of Civil Aviation, to encourage and promote manufacturing and production of goods and services in India with a view to enhancing income and employment.

In order to implement 'Make in India' public procurement policy 2017 (PP-LC), the same shall be considered and applicable uniformly for procurement of goods and service including turn-key works in Airports Authority of India (AAI).

Subsequent revisions / amendment/ updates, if any on MII policy up to the last date of submission of tender document shall be considered and applicable uniformly in this tender.

## 8 **Exemptions to the process of MSME / MII / DMEP for specialized products**

- 8.1 Airports Authority of India, being a Government of India PSU would like to promote and provide all necessary benefits to Micro, Small & Medium Enterprises (MSME), Domestically manufactured Electronic Products (DMEP), Public Procurement Linked With Local Content (PP-LC) (Make in India – MII) and Start-up Initiative as per the guidelines of the Govt. of India. However, AAI being in the business of Aviation, which is strictly Governed by the regulations of International Civil Aviation Organization (ICAO), with very stringent requirements involving safety and security of air traffic, passengers and aircraft moments, it may not always be possible to follow to Govt. of India policy on above counts.

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**AIRPORTS AUTHORITY OF INDIA**  
**TENDER NO. CNS(P)- 04 /2022-23**

**SECTION – C : TERMS & CONDITIONS**

Note:

- i. For stating Compliance: Write “C” in the third column below.
- ii. For stating Non-Compliance: Write “NC” in the third column below.
- iii. Non-Compliance of following conditions shall lead to rejection of the tender.

**1. Standards & Proven Product**

S No	REQUIREMENT	Statement of compliance & agreement
1.1.	State of the art technology shall be deployed in the equipment for the system offered and all designs, materials, manufacturing techniques and workmanship shall be in accordance with the highest accepted international standards for this type of equipment. Perforation holes on the cover plate of sub units, that may allow animal/insects droppings to damage the PCB/wiring, are not allowed.	
1.2.	The bidder shall also state, where applicable, the National or other International Standard(s) to which the whole, or any specific part, of the equipment or system complies.	
1.3.	The NDB (Make & Model) <b>Type no. offered</b> in this tender should be of proven product and at least two <b>such Systems</b> shall be in operation in airports. The proof of satisfactory operation of such systems, issued by the end user agency (ANSP) should be submitted along with the tender. If this condition is not met by the tenderer, the bid Shall be liable to be rejected.	
1.4.	The offered equipment shall be currently under production and shall be under supply / shall have been supplied in last three years.	
1.5.	Details of such supplies/installations having been carried out in the past five years shall be given along with the contact person's name, email ids of the user agencies.	

**2. Time/ Delivery Schedule and Part Supplies:**

<b>2.1.</b>	<b>For Supply:</b> For Foreign Supplier on FOB / CIF basis 200 days and for Indian supplier 160 days from date of Letter of Award (LOA) / Purchase Order (PO) of the contract for supply of NDB in two (02) consignments (read with Para 2.2 below).	
<b>2.2.</b>	The supply of goods ordered should be fully completed with two (02) consignments (read with para 2.1 above).  The 1 <sup>st</sup> consignment containing 10 (Ten) NDB along with one set of critical spares shall have to be supplied within 150 days for foreign suppliers and 120 days for Indian suppliers from the date of Letter of Award (LOA) / Purchase Order (PO).  The 2 <sup>nd</sup> consignment containing rest of the NDB and 01 no. Repair Facility / Test Jig shall have to be supplied after the supply of 1 <sup>st</sup> consignment and within 200 days for foreign suppliers and 160 days for Indian suppliers from the date of Letter of Award (LOA) / Purchase Order (PO).	

<b>2.3.</b>	<b>Training:</b> The supplier shall provide: a) Operation, Preventive and corrective maintenance of the system, Installation, Testing, equipment adjustment during flight calibration and commissioning checks of the System to 10 trainees for 10 working days. c) Training for Repair Facility/Test jig to 03 trainees for 15 working days. Their travel, boarding and lodging expenses will be borne by AAI. The charges will be reduced proportionally if number of trainees / days are reduced. If AAI decides for requirement of no training, then the training charge shall not be paid.	
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**3. Not applicable****4. Time: The Essence of Contract**

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

5.1.	In case of time schedule including approved delay with or without levy of liquidated damages for late delivery of equipment as contained in Para 2 & 3 above not being adhered to, AAI shall have the right to cancel the order wholly or in part thereof without any liability of cancellation charges and procure the goods elsewhere in which case the successful bidder shall make good the difference in the cost of goods procured elsewhere and price set forth in the order with the successful bidder.	
5.2.	In the event of rejection of non-conforming goods, the successful bidder shall be allowed to correct the non-conformities without extension in delivery period. If successful bidder fails to do so within the stipulated time, the purchaser shall have the right to take recourse to 5.1.	

**6. Deductions from Contract Price**

6.1.	All costs, damage or expenses which the AAI may have paid, for which under the contract the supplier is liable, will be claimed by the Airports Authority of India (AAI). All such claims shall be billed by the AAI to the Supplier regularly as and when they fall due. Such bill shall be supported by appropriate and certified vouchers or explanations to enable the supplier to properly identify within fifteen days of the receipt of the corresponding bills and if not paid by the supplier within said period, then AAI may deduct the amount from any money due or becoming due to the supplier under the contract or may be recovered by actions of Law or otherwise, if the supplier fails to satisfy the AAI of such claims.	
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**7. Right to Accept or Reject the Tenders**

7.1	The right to accept the tender in full or in part/parts will rest with AAI. However, AAI does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.	
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7.2	Tenders, in which any of the particulars and prescribed information is 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.	
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**8. Termination of Contract at Purchaser's Initiative**

8.1	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 Supplier of their decision to do so.	
8.2	The supplier 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 subcontracting or purchasing activity related to the work terminated, and assist the AAI in maintenance protection, and disposition of the works acquired under the contract by the AAI.	

**9. Laws for Contract**

9.1	Indian laws shall govern this contract.	
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**10. Price :**

10.1	The bidder shall confirm that quoted prices shall be firm and fixed and subject to no escalation whatsoever till the validity period of the tender.	
10.2	Purchase order to the successful bidder will clearly indicate the name of the Indian supplier, cost of the items to be supplied from Indian market with applicable taxes to be paid in INR directly to Indian supplier.	
10.3	<b>Hardware cost:</b>	
10.3.1	Overseas Bidder shall indicate the cost of the imported hardware items in <b>foreign currency or in INR</b> and cost of indigenous items supplied from India in INR only including all duties, taxes but excluding GST.	
10.3.2	In case overseas supplier intends to supply some item from India then bidder shall clearly indicate in his price bid, the name of Indian supplier, cost of the item in INR along with all duties and taxes, but excluding GST. such Payment shall be made to Indian supplier directly in INR by AAI against the invoice produced by Indian supplier and endorsed by Principal supplier. <b>The overseas</b> Bidder shall give undertaking that in case the Indian supplier raises any dispute and financial claim against AAI, the same will be dealt by the principal supplier at his own risk and cost without any liability on AAI.	
10.3.3	In case, Indian supplier intends to supply Hardware and /or Software from outside India then Indian bidder shall import the items in the name of AAI. Indian bidder shall clearly indicate the cost of imported item, cost of freight and insurance up to an Indian port, custom duty on such item in INR. Under such case, route of High Sea Sales shall be followed to avoid double taxation. AAI shall make the payment towards custom duty utilizing EPCG authorization or SEIS Duty Credit Scrip, subject to maximum value quoted by the bidder. Any additional custom duty shall be on account of the bidder and will be adjusted from its Invoice. The Indian bidder will be paid in INR against the Invoice raised by him enclosing bill of entry as a proof of payment of Custom duty.	

10.4	<b>SOFTWARE COST :</b>	
10.4.1	Foreign bidders shall indicate the cost of Software in foreign currency or in INR and cost of indigenous software supplied from India in INR only including all duties, etc. but excluding GST.	
10.4.2	Foreign bidders shall indicate the cost of software from Indian sources in INR including all duties, etc. but excluding GST.	
10.4.3	In case, overseas bidder intends to supply software from India then they should indicate name of the Indian supplier. Payment shall be made to Indian supplier directly in INR by AAI against the invoice produced by Indian supplier and endorsed by principal Supplier.	
10.4.4	The foreign Bidder shall give undertaking that in case the Indian authority(s) raises any dispute and financial claim against AAI, the same will be dealt with by the foreign supplier at his own risk and cost without any liability on AAI.	
10.5	<b>Cost of Training</b>	
10.5.1	Foreign Bidder shall quote ( <b>in foreign currency or in INR</b> ) cost of factory training (excluding travel, boarding, and lodging expenses of trainee executive which is to be borne by AAI), to be imparted on NDB as under, a) Operation, Preventive and corrective maintenance of the system, installation, Testing, equipment adjustment during flight calibration and commissioning checks of the System to 10 trainees for 10 working days. c) Training for Repair Facility/Test jig to 03 trainees for 15 working days.	
10.5.2	In case the training is arranged by the Indian agent, Payment can be made directly to Indian agent in INR against his Invoice indicating GST number duly endorsed by Principal supplier.	
10.5.3	Indian Bidder shall indicate cost of training to be imparted at his factory premises in INR.	
10.5.4	The bidder shall quote for the training charges as per Clause 10.5.1 above, subject to the condition that the charges shall be reduced proportionally if trainee / days are reduced. If AAI decides for requirement of no training, then the training charge will not be paid.	
10.6	Prices quoted by the supplier shall be FOB and shall be inclusive of lading cost of equipment (Hardware and software on CD form, FAT, Training and spares, if any, all taxes and duties applicable in country of origin and in India, all the overseas taxes, overseas freight & insurance by Sea etc.).	
10.7	<b>GOODS &amp; SERVICE TAX (GST)</b>	
10.7.1	All tendered rates should be inclusive of all taxes/duties but excluding GST. Where supplies/services involve imports, the same should be identified separately Basic Custom Duty will be paid by AAI by utilizing EPCG license/Duty Credit Scrips (DCS) under "SERVICE EXPORTS FROM INDIA SCHEME (SEIS)" of GOI. GST shall be paid to bidder for any taxable supply/services against a valid tax invoice.	
10.7.2	The tendered rate should be inclusive of any taxes, duties, Cess fee and charges levied under any statute other than GST.	

10.7.3	The Indian bidder must certify that they are registered under GST and compliant of GST provision.	
10.7.4	In case of noncompliance of GST provision and blockage of any input tax credit, the bidder shall be responsible to indemnify AAI.	
10.8	Supplier has to send the Invoice, packing list etc. at least 30 days in advance before the dispatch of consignment for the purpose of verification to avoid any delay in custom clearance. Any discrepancy in papers will result in delay in verifying the invoices and packing list and AAI shall not be responsible for such delay. Any demurrage on this account shall be borne by successful bidder.	
10.9	Supplier has to complete all the documents well in advance for the purpose of custom clearance.	
10.10	Detailed List of deliverables – <b>Bill of Material (BOM)</b> without indicating price, with Part No., Make & Model number of equipment and accessories offered - fully meeting the operational and technical requirement as spelt out in Section-C of tender shall be uploaded with Technical bid.	

### 11. Validity of Tender:

11.1	The tender must be valid for a minimum of 180 days following the date of opening of financial bid of tender.	
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### 12. Terms of Delivery

12.1	Term of Delivery: FOB or CIF. AAI reserves the right to order on either basis	
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### 13. Guarantee/Warranty

13.1	All goods or material shall be supplied strictly in accordance with the specifications. No deviation from such specifications of these conditions shall be made without AAI's agreement in writing which must be obtained before any work against the order is commenced. All materials furnished by the successful bidder pursuant to the Order (irrespective of whether engineering/design or other information has been furnished, reviewed or approved by AAI) are required to be guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by AAI) and shall be free from faulty design to the extent such design is not furnished by AAI. The goods/material used by the successful bidder and its workmanship should be of proper quality so as to fulfill in all respects, operating conditions and other requirements specified in the order.	
13.2	If any trouble or defect originating from the design, materials, workmanship or operating characteristic of any materials arises <b>at any time prior to 24 months after receipt of items</b> by port consignee (or ultimate consignee for Indian supplier) and the bidder is notified thereof, the bidder at his own expense (including freight, duty and customs for items sent for repair) and at no cost to AAI, as promptly as possible shall repair / replace to permit/ facilitate the functioning of the equipment in accordance with the specifications. Such repair / replacement of items shall be coordinated with GM (CNS), CRSD. The warranty period of repaired or replaced goods shall be extended for a period equal to the turnaround time (out of service period).	

13.3	In the event that the materials supplied do not meet the specifications and/or are not in accordance with the drawings, data sheets and rectification as required at site AAI shall inform the bidder giving full details of deficiencies. The Bidder shall, at his own expense, meet and agree with the representatives of AAI the action required to correct the deficiencies and shall attend to the deficiencies at his own expense. Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.	
13.4	Successful bidder shall repair the unserviceable items failed during the warranty period within turnaround time of 90 days (for foreign suppliers) and 30 days (for Indian suppliers). Turnaround period is defined as the time period between the unserviceable item received by the supplier in factory and time when serviceable item is dispatched from the factory. Any delay in repairing the unserviceable card/module/unit shall attract LD @0.5% of the value of the unserviceable item per week or part thereof, which shall be deducted from the Performance Bank Guarantee. GST at the rate of 18% shall be recovered in addition to the LD.	
13.5	During the warranty period supplier shall provide remote Technical and Operational support on 24 Hours basis through telephone and email.	
13.6	AAI reserves the right to encash complete value of performance Bank guarantee if the performance of equipment/system is not satisfactory without assigning any reason.	

#### 14. Liquidated Damages (LD) & recoveries

14.1	LD clause allows the purchaser to recover a pre-estimated and mutually agreed amount of damages suffered by the AAI on account of late delivery. There is no need to establish actual loss due to late supply, provided such a term is included in the late supply.	
14.2	A sum equivalent to 0.5 (half) per cent per week of the price of uncompleted portion / activity / delivery of contract cost executed / completed beyond delivery schedule is recovered as liquidated damages. The total 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.	
14.3	AAI, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted with levy of L.D., AAI will be entitled without prejudice to any other right or remedy available on that behalf, to recover from the contractor an agreed compensation amount calculated @ 0.5 (Half) % of the total value of the uncompleted portion of work per week or part thereof subject to a maximum of 10% of total contract value.	
14.4	In case of imports, the terms of LC should be such that for dispatches beyond delivery period, payment should be only after deducting the LD as per terms of the contract, unless a formal extension of the delivery period is granted by the purchaser.	

14.5	Recoveries are to be enforced as admissible as per the conditions of the contract.	
14.6	GST at the rate of 18% shall be recovered in addition to the LD and/or any recovery.	

### 15. Breach of Contract, Remedies and Termination

15.1	A breach of contract occurs when a party to a contract fails to perform his obligations under the contract. e.g. Failure to meet the time of delivery or to meet the quality required or to meet the ethical standards that affects the purchaser seriously.	
15.2	As soon as a breach of contract is noticed, the AAI may issue a show cause notice to the seller/vendor.	

### 16. Cancellation of the Contract for Default

16.1	A contract may be terminated in the following cases:	
16.1.1	Default: If the seller fails to deliver any or all the items / services / Completion of works as stipulated in the purchase order within the specified time limit.	
16.1.2	Failure to perform any obligation: If the seller fails to perform any obligation under the contract.	
16.2	If the contract is terminated, the purchaser may take recourse in:	
16.2.1	Forfeiture of the performance security.	
16.2.2	Purchaser may resort to buying the item from an alternate source (Risk Purchase) and recover the cost from the seller	
16.3	The purchaser may terminate the contract by giving a written notice to the seller if the seller becomes insolvent.	
16.4	The purchaser may terminate the contract if an unforeseen situation arises, compelling the purchaser to cancel the contract.	

### 17. Dispute Resolution & Arbitration

17.1	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.	
17.2	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.	
17.3	Dispute Resolution Committee should give its reports/settlement agreement within 45 days of its constitution.	

17.4	When the disputes could not be resolved through the Dispute Resolution Committee, the Arbitration clause may be invoked.	
17.5	The Contractor shall be entitled for invoking the arbitration clause only after exhausting the remedy available under the Dispute Resolution Mechanism.	
17.6	If the parties fail to reach a resolution as above, either party should 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.	

### 18. Testing and Inspection:

18.1	It will be the responsibility of the vendor / contractor to submit the system test procedure for conducting the FAT or the post installation site acceptance testing. The procedure submitted by the vendor should be drafted in line with the standard practices followed in the industry and should be in accordance with the test procedures & practices specified by the OEM. The acceptance test procedure on approval by AAI shall become the document for acceptance of the equipment / system. The draft copy of system test procedure should be made available to AAI before 15 days of the scheduled acceptance dates.	
18.2	The testing and inspection of the equipment / components / systems procured shall be carried out in three stages as follows.	

### 19. Factory Inspection / Acceptance Testing (FAT):

19.1	The Buyer or his representative shall have the right to conduct pre-dispatch inspection of the Hardware and Accessories including the software for their conformity to the specifications. Where the Buyer decides to conduct such tests on the premises of the Original Equipment Manufacturer (OEM) or Supplier of the OEM or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the Buyer. The schedule & procedure of testing shall be intimated to the bidder after the placement of the Work order / purchase order.	
19.2	If any inspected or tested Items fail to conform to the agent Specifications, the Buyer may reject them and the Contractor shall either replace the rejected Items or make all alterations necessary to meet Specification requirements free of cost to the Buyer.	



**20. Post receipt / pre-installation testing:**

20.1	Notwithstanding the pre-supply tests and inspections prescribed above, the Items on receipt in the Buyer 's premises will be checked after receipt and if found boxes containing the equipment are found damaged on external examination, or the seal found to be tampered these items shall be rejected and shall be replaced free of cost to the Buyer.	
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**21. Post installation Acceptance testing / Inspection:**

21.1	This testing / inspection shall be performed after the completion of installation of the parts. The inspectors shall verify the component level details during this testing and shall sign the installation report after successful completion of the post installation testing. Defects / shortcomings brought out in this testing shall have to be attended as per the contract within the permitted time schedule.	
21.2	If any Item or any part thereof, before it is taken over under above testing/inspection clauses, is found defective or fails to fulfill the requirements of the contract, the consignee shall give the Contractor notice setting forth details of such defects or failure. The Contractor shall make the defective material good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding one month of the initial report. The replacements by the Contractor shall be made free of all charges at site. Should he fail to do so within this time, the Buyer reserves the discretion to reject and replace at the cost of the Contractor the whole or any portion of the items as the case may be, and that is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the Buyer shall be deducted from the amount payable to the Supplier	
21.3	The testing & inspection as per above clauses in any way does not relieve the Contractor from any Warranty or other obligations under this contract.	

**22. Manufacturer's Quality Self-certification**

22.1	In case of goods to be imported from abroad, pre-dispatch inspection of goods at the supplier's premises involves considerable expenditure to the purchaser. In such a situation, the purchaser may substitute pre-dispatch inspection by its own inspector with manufacturer's in-house inspection report (QC Certification, etc.) and warranty.	
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**23. Issue of Inspection Report:**

23.1	After satisfactory inspection and tests, the acceptable goods shall be stamped, labelled, marked or sealed, in such a way as to make subsequent identification and tally with the inspection report of accepted lots easy for the consignee/user.	
23.2	In respect of materials which have been rejected by the inspecting officer, the rejection inspection report should be issued immediately following the completion of inspection. All the reasons for rejection and deviations against the governing specifications, drawings or	

	<p>other particulars should invariably be noted in detail in the “remarks” column of the rejection inspection report.</p> <p>Each inspection report should be jointly signed by the representative of AAI and the supplier. If the supplier refuses to sign the joint inspection report it should be recorded in the inspection report before signing the report by the AAI inspectors.</p>	
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#### 24. Joint Inspection on Complaint:

24.1	In case a written complaint is received from the supplier disputing the rejection of goods by the AAI inspecting officer, it should be jointly investigated by a team consisting of an authorized representative of AAI and OEM/ Indian Agent of the supplier.	
24.2	The issue of this inspection / rejection report does not condone the late delivery and does not intend or amount to an extension of the delivery period or keeping the contract alive. The goods are being passed / rejected without prejudice to the rights of AAI under the terms and conditions of the contract.	

#### 25. Measurements of Deliveries / Work Done:

25.1	If goods & supplies involve only delivery then the delivered goods & services shall be measured and taken into stock at the time of delivery.	
25.2	All goods received in sealed boxes shall be opened by AAI in the presence of the vendor or its representatives.	

#### 26. Distribution of Dispatch Documents for Clearance/ Receipt of Goods

26.1	The supplier shall send all the relevant dispatch documents as specified in the contract well in time to AAI to enable AAI to clear or receive (as the case may be) the goods in terms of the contract.	
26.2	<p><b>In Case of Foreign Supplies:</b> The successful bidder shall forward two sets of the following documents, one each to the Executive Director CNS - Planning and the Port Consignee (as mentioned in <i>Annexure – III</i>) as soon as goods are dispatched.</p> <ol style="list-style-type: none"> <li>Commercial Invoice (2 copies)</li> <li>Itemized Packing list (2 copies)</li> <li>Proof of dispatch in the form of Bill of Lading or Air Way Bill (whichever is applicable) (2 copies)</li> <li>Certificate for Country of origin (copy)</li> <li>Factory Acceptance Test report (copy).</li> <li>Proof of freight &amp; Insurance, if arranged by the supplier.</li> <li>BIS Certificates, wherever applicable.</li> </ol>	
26.3	<b>Case of Indian Supplies:</b> The successful bidder shall forward two sets of the following documents one each to the Executive Director, (CNS-P-1) and the ultimate consignee (as mentioned in Annexure-III) whichever is applicable, as soon as goods are dispatched.	

	i) Commercial Invoice +2 copies ii) Itemized Packing list +2 copies iii) Proof of dispatch of equipment/items in the form of Transport way bill+ 2 copy iv) Factory Acceptance Test report. v) Certificate of goods received at site in physically good condition. vi) Copy of freight & Insurance of the items.	
26.4	Any delay in receipt of dispatch documents and/or any discrepancy in dispatch documents may attract delay in getting the consignment custom clearance and attract demurrage charges. Such demurrage charges shall be on account of supplier.	

## 27. Accounting and Payment of Received Materials:

27.1	If the received material successfully passes the quantity and quality checks, accounting of material received shall be done on the basis of the Goods Received against the delivery challan along with the inspection report. A receipt of the goods received in good condition and correct quantity shall be to the supplier at this stage. Along with the receipt, the material is handed over to the warehouse where it is to be stored or to the installation team wherever installation is to be carried out.	
27.2	In case the received material fails to pass quantity and quality checks, the supplies shall be rejected and supplier shall be asked to take back the rejected supplies within a stipulated time not more than 21 days. During this period the rejected goods are to be kept in the safe custody of the stores.	

## 28. Procedures for handling interpretation issues in Customized Application Software related Issues:- Not Applicable.

## 29. FACTORY Acceptance Test (FAT):

29.1	<b>Factory inspection:</b> Factory inspection of complete equipment for each consignment shall be made by Inspectors nominated by AAI. Their travel, boarding and lodging expenses will be borne by AAI.	
29.1.1	<b>FAT</b> documents containing the tests / examinations during FAT shall be sent to ED (CNS-P-1) at least 15 days in advance for vetting.	
29.1.2	The bidder shall give 30 days' written notice of readiness of any material for the purpose of Factory Acceptance Test. Item rate charges for FAT may be quoted in the price bid, if any.	
29.1.3	The inspector shall as soon as possible, but not exceeding 5 working days from the date of completion of inspection, give notice in writing to the bidder about successful completion of FAT or any deficiency in the equipment or workmanship, which in his opinion is not in accordance with the contract. The bidder shall give due consideration to such objections and shall carry out repairs or	

	changes that may be necessary to correct the said deficiencies and arrange for the supplementary FAT giving 10 days notice to AAI, for which the to and fro travel expenses and boarding and lodging expenses are to be borne by the bidder. After, the Supplementary FAT is completed at bidder's works, the inspector shall issue a certificate to this effect, within not exceeding 5 days after completion of the tests.	
29.1.4	The completion of these tests or issue of certificate by the inspector shall not bind AAI to accept the equipment, if the equipment, after installation, found not complying with the specifications stipulated in the contract.	
29.1.5	AAI will communicate in writing to the supplier, in case it does not depute the inspector(s) for Factory Acceptance Tests and in such case the inspection certificate, issued by the Quality Control Department of the manufacturer will be considered for acceptance of equipment by AAI.	
29.1.6	The certificate issued by the Quality Control Department, complete with all test results as contained in the FAT Document, shall be sent to ED (CNS-P-1) immediately after receiving the advice from ED (CNS-P-1) that no inspector is being deputed for FAT. Acceptance of this certificate and advice for dispatch of equipment shall be issued by AAI within 30 days of the receipt of the certificate. If no advice is received from AAI within 30 days of receipt of certificate by them, the certificate may be deemed accepted and equipment may be dispatched.	
29.1.7	In case AAI decides to waive off Factory Acceptance Test at overseas then the cost component of conduct of FAT as indicated by bidder shall be reduced from the overall price.	

**30. Packing and Marking:**

30.1	All packing should be strong enough to withstand rough handling during loading, un-loading and transporting of the packages. Fragile articles should be packed with special precaution and should bear the marking like 'Fragile', 'Handle with care' and/or 'This Side Up' etc.	
30.2	All delicate surfaces of equipment/goods should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.	
30.3	Attachments and spare parts of equipment and all small pieces shall be packed in wooden crates with adequate protection inside the crates and wherever possible should be sent along with the major equipment. Each item shall be provided an identification so as to identify it with the main equipment and part number and reference number shall be indicated.	
30.4	All protrusions and threaded fittings shall be suitably protected and openings shall be blocked by covers.	
30.5	Wherever required equipment material shall be packed in polyethylene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect the equipment. Pipes/tubes made of stainless steel, copper etc. shall be packed in wooden crates irrespective of their sizes. The supplier shall be held liable for all damages or breakage of the goods attributable to defective or	

	insufficient packing as well as for corrosion due to insufficient protection.	
30.6	On three sides and top of package, markings as desired by AAI, shall be provided with indelible paint.	

### 31. Patents, Successful Bidder's Liability & Compliance Of Regulations:

31.1	Successful bidder shall protect and fully indemnify AAI from any claims for infringement of patents, copy right, trade mark or the like.	
31.2	Successful bidder shall also protect and fully indemnify AAI from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc. or from any other person(s) or bodies/companies etc. for any act of commission or omission while executing the order.	
31.3	Successful Bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify AAI completely from any claims/penalties arising out of any infringements.	

### 32. Substitution & Wrong Supplies:

32.1	Unauthorized substitution or materials delivered not complying with the description or quality or supplied in excess quantity or rejected goods shall be taken back by the Successful Bidder at his cost and risk.	
32.2	Bidder shall not substitute any item at the time of delivery against the item mentioned in purchase order unless the item is no longer available in the market due to obsolesce or any other reason and OEM issues the certificate to this effect. AAI shall accept the higher version of item of same make and better Technical specifications if it is approved by ED (CNS –P-1).	

### 33. Insurance & Freight:

33.1	<p>The bidder (foreign suppliers quoting on FOB basis) must indicate the freight &amp; insurance charges in INR only, for shipment of consignment by sea from the port of dispatch to the Indian Port as assigned in <b>Annexure-III</b>.</p> <p>The Freight forwarder and Insurance of consignment will be arranged by the General Manager, Central Radio Store Depot (CRSD), Airports Authority of India, Safdarjung Airport, New Delhi –110003 (India) email id <a href="mailto:gmcrrsd@aai.aero">gmcrrsd@aai.aero</a>, <a href="mailto:gmcnsrdsd@aai.aero">gmcnsrdsd@aai.aero</a>. The documents containing invoice and packing list are to be made available by means of email/courier to the General Manager, CRSD at least six weeks in advance of dispatch for insurance and custom clearance purposes.</p>	
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	The freight & insurance charges will be paid by AAI in Indian Rupees. However, AAI reserves the right to ask the successful bidder to make arrangement for transporting the equipment from the port of dispatch to an Indian Port as assigned in <b>Annexure-III</b> by sea, in such case, the freight and insurance charges will be reimbursed by AAI on actual basis but will be limited to the amount quoted by the bidder against freight & insurance charges.	
33.2	Indian bidder shall arrange insurance up to consignee and bidder shall be responsible for making insurance claims in case of damage or loss of insured items.	
33.3	The documents in support of insurance policy shall be submitted to AAI before shipment by the Indian bidder.	
33.4	Packing lists, consignment details in terms of volume/weight, size, number of boxes and container load etc. shall be provided by the successful bidder.	
33.5	The successful bidder shall send the goods to Port/ ultimate consignee, in a fully packed condition as per requirement of components/equipment.	

**34. TAXES, PERMITS & LICENSES**

34.1	Bidder shall be liable to pay any and all non-Indian taxes, duties, levies, lawfully assessed both against AAI or bidder in pursuance of the contract. In addition, bidder shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against bidder for both corporate and personal Income and also all other taxes etc. relevant and applicable in respect of his property. Successful bidder shall arrange the Tax withholding order well in advance before claiming payment otherwise AAI will deduct the applicable tax at source as per prevailing rules. AAI, at its sole discretion may release payment based on CA certificate (Form 15CB), subject to receipt of required documents & undertakings, including but not limited to Tax Residency Certificate, Form 10F, No PE declaration, Indemnification / Undertaking, etc.	
34.2	Any increase or decrease of custom duty at the time of clearance of consignment due to reclassification or amendment to custom duty tariff will be on account of AAI but any increase in custom duty due to non-inclusion of item for the purpose of custom duty will be on account of supplier. AAI shall not pay anything extra on account of custom duty due to non-inclusion of any item for the purpose of calculating custom duty in price bid.	
34.3	Bidder shall indicate rate of statutory taxes & duties for the purpose of making claim towards increase and decrease in taxes. In case, bidder has quoted the flat value towards taxes without indicating the rate then AAI will not pay any claim towards increase in statutory Taxes. Scanned copy of rates of statutory taxes shall be uploaded along with Financial bid.	
34.4	Successful bidder is required to produce Government of India notification towards taxes prevailing at the time of last date of submission of tender versus time of supply of the items while seeking claim towards increase in statutory taxes in India/State of India	



34.5	In case no 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 last of submission of tender & date of supply of the items. Any decrease in statutory taxes between the above said period shall be passed to AAI while claiming payments	
34.6	In case supplies are delayed for reasons attributed to the suppliers, the increased 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.	

### 35. Force Majeure

35.1	A Force Majeure (FM) means unexpected circumstances such as war or an act of God (like a natural calamity) that can prevent the seller from fulfilling the terms of the contract. A FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract.	
35.2	The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto.	
35.3	The purchaser cannot enforce any punitive measures in the contract, so long as the delay and/ or failure of the seller in fulfilling its obligations under the contract is the result of an event covered in the FM clause.	
35.4	<b>Force Majeure Event</b>	
35.4.1	As used in this Agreement, FM Event means the occurrences of any of the Non-Political Events, the Political Events or the Other Events in India, set out in the following steps including the impact / consequence thereof which: <ul style="list-style-type: none"> <li>(i) Is beyond the control of the Party claiming to be affected thereby (the “Affected Party”).</li> <li>(ii) Prevents the Affected Party from performing or discharging its obligations under this Agreement; and</li> <li>(iii) The Affected Party has been unable to overcome or prevent despite exercise of due care and diligence.</li> </ul>	
35.4.2	<b>A Non-Political Events</b>	
35.4.2.1	Any of the following events which prevent the Affected Party from performing any of its obligations for a continuous period of not less than 7 (seven) days from the date of its occurrence, shall constitute a Non-Political Event: <ul style="list-style-type: none"> <li>(i) Act of God, extremely adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion at the site where the terminal is located (to the extent of contamination or radiation or fire or explosion originating from a source external to the site and by reasons not attributable</li> </ul>	

	<p>to the concessionaire or the contractor or any of the employees or agents of the concessionaire or the contractor);</p> <p>(ii) Strikes or boycotts (other than those involving the concessionaire, contractors or their respective employees / representatives, or attributable to any act or mission of any of them), and not being another event set forth in Clause 35.4.4 “Other Event”, labour disruptions or any other industrial disturbances not arising on account of the acts or missions of the concessionaire or the contractor:</p> <p>(iii) Any event or circumstance of a nature analogous to any of the foregoing. Provided any strikes or boycotts or civil commotion or agitation by (a) the employees of the Authority, or (b) the employees of Airlines/ aircraft carriers, or (c) passengers, or (d) Airport Users shall not constitute a Non-Political Event.</p>	
35.4.3	<p><b>Political Events</b></p> <p>Any of the following events shall constitute Political Event:</p>	
35.4.3.1	Unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relation to grant, maintenance or renewal of such clearance, licence, authorization, no objection certificate, exemption, consent, approval or permit; or	
35.4.3.2	Early determination of this Agreement by the Authority for reasons of national emergency, national security or the public interest.	
35.4.4	<p><b>Other Events</b></p> <p>Any of the following events which prevent the Affected Party from performing any of its obligations under this Agreement for a continuous period of not less than 7 (seven) Days from the date of its occurrence, shall constitute the Other Events:</p>	
35.4.4.1	An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;	
35.4.4.2	Any civil commotion, boycott or political agitation which prevents collection of sales revenue from Airport Users by the Concessionaire;	
35.4.4.3	Any judgment or order of a court of competent jurisdiction statutory authority in India made against the Concessionaire or the Contractor in any proceedings which is non-collusive and duly prosecuted by the Concessionaire; and any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Concessionaire or the Contractor in any proceedings which is non-collusive and duly prosecuted by the Concessionaire other than	

	relating to proceedings (i) pursuant to failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement or (iv) with respect to exercise of any of its rights under this Agreement by the Authority; or	
35.4.4.4	Any event or circumstance of a nature analogous to any off the foregoing.	
35.4.5	<b>Notice of Force majeure Event</b>	
35.4.5.1	The Affected Party shall give written notice to the other Party in writing occurrence of any of the Force Majeure Event (the “Notice”) as soon as the same arises or as soon as reasonably practicable and in any event within 7 (seven) Days after the Affected Party Knew, or ought reasonably to have known, of its occurrence and the adverse effect it has is likely to have on the performance of its obligations under this Agreement.	
35.4.5.2	The Notice shall inter-alia include full particulars of;	
35.4.5.2.1	The nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;	
35.4.5.2.2	The duration or estimated duration and the effect or probable effect a which such Force majeure Event has or will have on the Affected Party;s ability to perform its obligations or any of them under this Agreement;	
35.4.5.2.3	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; and	
35.4.5.2.4	Any other relevant information.	
35.4.5.3	So long as the Affected party continues to claim to be affected by a Force Majeure, Event, it shall provide the other Party with fortnightly written reports containing the information called for by Clause 35.4.5.2 and such other information as the other Party may reasonably request.	
35.4.6	<b>Period of Force Majeure</b>  Period of Force Majeure shall mean the period from the time of occurrence specified in the Notice given by the Affected Party in respect of a Force Majeure Event until the earlier of:	
35.4.6.1	Expiry of the period during which the Affected Party is excused from Performance of its obligations in accordance with Clause 35.4.8; or	
35.4.6.2	Termination of this Agreement pursuant to Clause 35.4.10 hereof.	

35.4.7	<b>Resumption of Performance</b>  During the period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption shall notify the other Party of the same in writing. The other shall afford all reasonable assistance to the Affected party in this regard.	
35.4.8	<b>Performance Excused</b>  The Affected party, to the extent rendered unable to perform its obligations or part thereof under this Agreement as a consequence of the Force majeure Event shall be excused from performance of the obligations. Provided that, the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event. Provided further, nothing contained herein shall absolve the Affected party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.	
35.4.9	<b>Costs, Revised Timetable</b>	
35.4.9.1	<b>Costs</b> Each party shall bear its costs, if any, incurred as a consequence of the Force majeure Event.	
35.4.9.2	<b>Extension of time/period</b> The Affected party shall be granted by the other party, extension of time specified in this Agreement for the performance of any obligation by such period not exceeding the period during which relative performance was affected by the Force majeure Event. Such extension may include extension of the Concession term by the Authority in appropriate cases if permissible under Applicable law.	
35.4.10	<b>Termination Due to Force majeure Event</b>  If the period of Force majeure continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 (one hundred and twenty) Days, the parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 (one hundred and twenty) Days be entitled to terminate the Agreement within 15 days.	

**36. Miscellaneous**

36.1	In addition to the above any other information/ description, the bidders may wish to provide, like the features / performance figures specified / indicated should be with supporting documents / calculations. All figures indicated by the bidders must be fully qualified and subject to coordinated performance.	
36.2	AAI reserves the right to change the quantity to be supplied up to the extent of $\pm 30\%$ of the tendered quantity or part thereof, indicated in <b>Annexure-IA</b> , at the time of placement of purchase order. The delivery time may also be changed accordingly.	

**37. Project Completion Certificate:**

37.1	AAI project in-charge or project Manager shall issue a formal supplies / project completion certificate within fifteen days of signing of the completion of supplies and the material is accepted by AAI or satisfactory completion of installations as recorded by site / project team provided there are no major deficiencies / defects in the work. However, if there are defects in the supplies / work and the vendor insists for a completion certificate, a provisional certificate of physical completion duly recording the defects to be rectified by the contractor and for which final payments to be withheld or made with recoveries, shall be issued.	
37.2	Final completion certificate shall be issued only when such notified defects are made good to the satisfaction of AAI. In case of software based contracts the system shall be accepted only after resolution of critical anomalies.	

The terms and conditions given under Section A - General Information and Guidelines are hereby complied.

Signature of Tenderer

Name: .....

Telephone: .....

Fax:.....

E-mail: .....

Stamp:.....

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**NON DIRECTIONAL BEACON (NDB),**  
**OPERATIONAL & TECHNICAL REQUIREMENTS (NDB)**  
**Section – D : PART “A”: GENERAL TECHNICAL REQUIREMENTS**

Offered Make & Model of NDB . . . . . (To be filled by the bidder)

S No	REQUIREMENTS	Statement of Compliance	Reference page & para no. of the supporting document as per Para 17.4.5 of Section - A
	<b>GENERAL.</b>		
1	The equipment shall be compact, fully solid state, highly reliable and adopt state of art technology. The design and selection of equipment shall be consistent with the requirements of long term trouble free operation with highest degree of reliability and maintainability. NDB supplied shall be compliant with specification of latest ICAO Annex- X Vol- I. NDB equipment has to be dual independent transmitter and automatic transfer unit housed in a single cabinet.		
2	All equipment shall be constructed to operate safely without undue heating, vibration, wear, corrosion, electromagnetic interference or similar problems.		
3	The system shall be designed for continuous operation (24 hours a day and 365 days a year). The design life of the equipment shall be a minimum of <b>12</b> years. This life shall be achievable through normal and regular maintenance and without major dismantling or overhauling. All types of spares and spare modules shall be made available during life time of the equipment for maintenance, repair and up keep of the equipment.		
4	Safety and protection of personnel during normal operation and maintenance or during malfunctioning of any equipment shall be provided as integrated feature of design, manufacture and installation. Adequate protection shall be included for ensuring safety of personnel from any possible hazards, including EMI radiation, high voltages etc.		
5	The bidder shall furnish the details of EMI and Safety Standards met by his equipment and safety features built in, along with documentary evidence.		
6	The equipment shall be constructed on a modular basis throughout, using plug-in type components to the maximum practical content. Parts subject to failure, wear, corrosion or other deteriorations or requiring occasional inspection, adjustment or replacement shall be made		



	<p>accessible and capable of convenient removal.</p> <p>Preferably, all plug in units and modules shall fit on rails which can be locked and shall be removable easily. Connectors shall be keyed to prevent insertions of units in the wrong way or into a wrong slot.</p> <p>If required suitable card extender shall be provided for helping in fault diagnosis.</p>		
7	<p>Input/output termination cables shall be properly labeled to permit ready identification of the incoming/outgoing wiring. All interconnecting cables shall also be appropriately labeled to facilitate convenient interconnection and minimize chances of incorrect connection. Modular cable sealing device will be used wherever required.</p>		
8	<p>All interconnecting cables required to connect the equipment shall be supplied. All cables shall be fully assembled, connectors should be pre-terminated and factory tested as part of overall system check.</p>		
9	<p>All equipment shall operate with AC power 200- 260 Volts single phase 50 Hz <math>\pm</math> at least 2 Hz. Reliable over voltage and over current protection circuits shall be provided in the power supply units. The power supply units shall be self-protecting, and protect connected equipment against conducted interference, noise, voltage dips and surges &amp; impulses. Main Power Supply and unit/modules used should be rugged enough to withstand above stated variation in mains voltage and frequency over a long period of time so that the failures in the equipment due to power supply are minimized. Indication of Mains power supply should be provided on the equipment and remote control unit.</p>		
10	<p><b>Standby power supply (Battery backup)</b></p> <p>The equipment shall be provided with multiple of 12 V DC supply no-break, maintenance free, battery system for providing at least 01 Hrs of operation and also DC supply has to be extended to automatic transfer system also.</p>		
11	<p>The bidder shall specify the technical standards of earthing system along with details, required for the equipment. The required counterpoise material and earthing material has to be supplied by equipment supplier.</p>		
12	<p>The equipment design should employ the most suitable engineering techniques, materials and components and rigorous inspection during manufacturing to ensure a very high MTBO and MTBF of equipment.</p>		

13	The calculations and documents indicating compliance of the equipment MTBO with the said specifications shall be submitted. (if available with OEM)		
14	<ul style="list-style-type: none"> <li>• The manufacturer should provide evidence that the system meets all the non-site-specific requirements for the system. This may be a combination of demonstration results and theoretical analysis to demonstrate compliance with latest ICAO Annex 10 SARPs and amendments.</li> <li>• The manufacturer should provide an analysis showing that the theoretical continuity of service is at least equal to as required in operational service.</li> <li>• The manufacturer should also provide an analysis showing that the integrity of the system meets the requirement for the intended category of use. As integrity cannot be verified by field tests, it is essential that this is verified by detailed analysis. This will normally be carried out using techniques such as Fault Tree Analysis as mentioned in ICAO Annex10 Guidance Material.</li> </ul>		
15	All the spares for the equipment under the contract will strictly conform to the specifications given in the documents and will be identical to the components used in the main equipment. Components supplied as spares under the contract shall be fully interchangeable with the components in the main equipment		
16	The quality standards and the inspection requirement finalized for the main equipment will also be applicable to the corresponding spares.		
17	The bidder shall warrant that all the components and spares supplied will be new and in accordance with the contract document and will be free from defects in design, material and workmanship.		
18	The bidder shall guarantee long term availability of components to the AAI for the full life cycle of the equipment (estimated to be 12 years) and shall also ensure that before going out of production for the components/modules used in the equipment supplied under contract, he will give at least twelve months advance notice to AAI, so that the latter if so desired may order for its requirement of spares for the remaining life of the equipment.		
19	The final prices of spares mentioned in Para 21 below shall be valid for 05 (five) years after expiry of warranty of the equipment/system and there should not be escalation of more than 10% beyond five years after expiry of warranty on the equipment/system. Bidder should ensure the availability of spares till the life time of equipment/system.		

	Bidder has to intimate the obsolesce of spares, if any, well in advance so that AAI can keep sufficient number of spares in stock to maintain the system for the life span of equipment/system		
20	Further, in case of discontinuing of supply of components and spares by the supplier or its sub-contractor, the supplier will provide AAI with full information for replacement of such components and spares with other fit & functional equivalent		
21	The <b>Comprehensive list of Spares</b> e.g. Line Replaceable Units (LRUs), Mother Boards, Modules, subassemblies, RF distribution units, Monitor combiner units Antenna and replaceable Components etc. shall be uploaded along with <b>Technical Bid</b> in the format ( <b>Annexure-IIA</b> ), <b>WITHOUT indicating the COST</b> . The itemized cost of Comprehensive list of Spares, in the format ( <b>Annexure-IIB</b> ) shall be uploaded along with the <b>Price Bid</b> . The itemized cost of Spares, uploaded along with the Price Bid shall be reduced proportionately as the cost of main equipment is reduced at the time of reverse bidding.		
22	The bidder shall give complete details of all Commercial Off The Shelf (COTS) items and sub-assemblies/modules including software loaded ICs FPGCAS that are out-sourced. The complete details of the source of COTS items their sub-contractors/vendors part number, bidder part no. and the details of sub-contractor of the sub-assemblies and modules shall be furnished in the technical bid. Each of these items shall be included in the spares list as described in Para 21 above.		
23	The bidder shall provide training for making the trainees able to do as detailed below: - a) Installation, Testing and commissioning of the system. b) Operation, Preventive and corrective maintenance of the system.  Total 10 Nos of trainees will be trained for 10 working days, at the factory premises of successful bidder. For SMU purpose the training should be 15 working days for 03 candidates.  The training shall be designed and structured in accordance with Annexure-XII, so that on successful completion of the training the participants should be able to perform: -  i) Installation, Testing and commissioning of the system including Configuration, optimization, alignment and ground flight inspection requirement of the system with the help of the documents and software supplied along with the Equipment/ system.		

	<p>ii) The preventive maintenance of the System.</p> <p>iii) Fault isolation up to Module level using diagnostic tools</p> <p>iv) Taking corrective action by replacing the faulty Module and restoring the equipment for normal operation</p> <p>v) Full System operational procedures for handling input/output functions of the system including supervisory monitoring and Management functions.</p> <p>vi) Installation procedures for system hardware &amp; software, configuration recovery, reloading of software drivers/ modules of operating system and application software.</p>		
24	Before imparting training, course schedule and content shall be submitted to AAI by the vendor for approval.		
25	The training manuals in Soft and Hard copies shall be supplied to each trainee. Besides this two additional training manual will be provided for AAI CHQ.		
26	<p>Three sets each of soft copy and hard copy of Installation, Operations including theory of operation, Technical Manual, Maintenance manual, troubleshooting of the system, Procedure for loading of the system and Application Software etc. shall be supplied with each equipment. The cost of this documentation will be included in the cost of main equipment. The technical documentation will also include the items used from any third party. The Technical and Maintenance manual will cover: -</p> <ul style="list-style-type: none"> <li>• General technical description and theory of operation</li> <li>• Block diagram description</li> <li>• Component level lay out diagram with component identification.</li> <li>• Preventive maintenance</li> <li>• Fault analysis and repair</li> <li>• Detail circuit diagrams/schematic diagrams and its detailed description for all modules/LRUs including power supplies.</li> <li>• Part list &amp; component list with part number</li> </ul>		
27	Technical documents required for system operation, system maintenance and fault finding for each module of the offered equipment/system shall be provided		
29	To minimise damages from lightning and power surges, adequate lightning and surge protection, conforming to international standards, shall be provided. All RF Cables, Mains Power cables, Remote Telephone/Data cables, Telephone/ Data line terminations (RJ11/RJ45/Krone type		

	etc.) at the Equipment, Antenna Distribution, Remote control and Status Unit(RCSU), Remote Maintenance Monitoring (RMM) shall be provided with adequate lightning and surge protection devices (inbuilt or external).		
30	Details of surge protection devices viz. Operating voltages, maximum surge Rating, earth leakage current etc. shall be provided and relevant standard compliance followed for lightning and surge protection shall also be provided.		
31	All the outdoor installations shall be provided with suitable protection against rain, moisture, temperature and humidity etc.		
32	All the material used shall be corrosion resistant.		
33	Loaded software (OS and Application Software) in equipment and RMM systems shall be provided on separate portable media i.e. on CD /DVD/Pen drive or portable hard disk.		

**NON DIRECTIONAL BEACON (NDB)****Section – D : PART- B : Detailed Technical & Operational Description of NDB 500 Watt**

Offered Make &amp; Model of NDB ..... (To be filled by the bidder)

S No	REQUIREMENTS	Statement of Compliance	Reference page & para no. of the supporting document as per Para 17.4.5 of Section - A
<b>1.0</b>	<b>GENERAL</b>		
1.1	The NDB equipment shall comply to each relevant SARPs, as per latest ICAO Annex-10 Aeronautical Telecommunication VOL-1 “Radio Navigational Aids” applicable to NDB systems. The NDB is an AM transmitter and adjustable output power up to 500 Watt in step of 100 Watt. Adjustment of RF power with software facility is preferred than manual.		
<b>2.0</b>	<b>SYSTEM</b>		
2.1.	<p>The NDB transmitters shall have a redundant equipment arrangement to meet the objectives for integrity and continuity as per latest Annex- 10, VOL- I. The NDB facilities each consist of dual independent continuously operating transmitters, one connected to the antenna and the standby connected to a dummy load when the rectification of the fault is required.</p> <p>With these transmitters is associated a monitor system performing the following functions:</p> <p>a) Confirming proper operation within the specified limits of the main transmitter and antenna system by means of majority voting among redundant monitors where the two independent monitors are used for radiating transmitter, if not one monitor has to monitor the radiated signal on antenna and other to the dummy load for maintenance.</p> <p>b) Conforming operation of the standby equipment.</p> <p>c) Whenever the monitor system detect any fault i.e. reduction in power by 50%, fails in transmission identification signal, malfunctioning are failure of means of monitoring itself it should change to other transmitter if the above parameter also not within the specified limit, the other transmitter should also shutdown. These information has to be reflected at remote location with visual &amp; audio able. (RF power have to be adjustable from 100 Watt to 500 Watt.) The monitor should be compatible for this range.</p> <p>d) To reduce mutual interference between the main and standby transmitters any stray radiation from the latter is at least 30 dB below the carrier level of the main transmitter measured at the antenna system.</p>		

	<p>e) The equipment would include provision to facilitate monitoring system checks at intervals specified by the manufacturer, consequent to the design analysis, to ensure attainment of the required integrity level. Such checks, shall provide the means to verify correct operation of the monitoring system including the control circuitry and changeover switching system. It is important when using this technique to ensure that the total duration of the check cycle is short enough to complete before 05 Second.</p> <p>f) If possible the NDB should have real time log for normal operation, previous alarm / warning conditions and commands.</p>		
2.2.	The equipment shall provide satisfactory operation of NDB system when operated at half of the maximum rated power output. Maximum power can be adjusted in between 100Watt to 500 Watt as per operator requirements.		
2.3	The transmitter carrier output power, at all operating frequencies, shall be adjustable to meet coverage adjustment specified. There should not be significant change in power with change of frequency, within frequency band i.e. 190 KHZ to 535 KHZ.		
2.4	<p>An indicator for abnormal power shall be provided at the local control unit if power conditions within the sub-system deteriorate such that:</p> <p>a. Mains Power supply fails.</p> <p>b. Battery voltage falls outside the limits of -10 percent of its typical value.</p>		
2.5	<p>An abnormal power indicator shall be provided at the remote-control indicator if power conditions within the sub-system deteriorate such that:</p> <p>AC primary power fails.</p>		
3	<b>Environmental Conditions</b>		
3.1	<p>The equipment shall operate without any deviation in quality or degradation of system performance and all the parameter detailed in these specifications shall be guaranteed over the following environmental conditions:</p> <p>i) Indoor Equipment:</p> <p>a) Operating Temperature: -10 °C to + 65°C.</p> <p>b) Relative Humidity: 80% up to 35 °C.</p> <p>ii) Outdoor Equipment:</p> <p>a) Operating Temperature: -30 °C to + 65 °C.</p> <p>b) Relative Humidity: 90% up to 35 °C.</p> <p>iii) Storage Temperature: -10 to + 55°C.</p>		
4	<b>Coverage</b>		
4.1	<p>The minimum level of field strength in the rated coverage of NDB should be 70 microvolts per meter.</p> <p><b>Note:</b></p> <p>i. Guidance on the field strength required particularly in the latitudes between 30-degree N &amp; 30 degrees S is 120</p>		



	microvolts per meter or in some cases even higher is recommended. ii. Beacons having an average radius of rated coverage between 46.3 & 278 Km (25 & 150 NM) may be designated by the nearest multiple of 46.3 KM (25 NM) to the average radius of rated coverage, and beacons of rated coverage over 278 Km (150NM) to the nearest multiple of 92.7 Km (50 NM).		
5	RADIO FREQUENCY		
5.1.	The NDB equipment shall operate in the band of 190 KHz to 535 KHz adjustable with Synthesizer Control. The frequency tolerance shall not exceed $\pm 0.005$ percent and the nominal band occupied by the carriers shall be symmetrical about the assigned frequency.		
5.2	The carrier power of an NDB with NON/A2A emission should not fall when the identity signal is being radiated except that, in the case of an NDB having an average radius of rated coverage exceeding 92.7 Km (50NM), a fall of not more than 1.5 dB may be accepted.		
5.3	The transmitter frequency shall be controlled by a frequency Synthesizer adjustable over the full frequency range of 190KHz to 535 KHZ. The Frequency shall easily be set through the use of jumpers or through software. A crystal oven shall not be used.		
6	Polarization		
6.1	The emission from the NDB equipment shall be vertically polarized. This should work as a AM transmitter and all NDB shall radiate an uninterrupted carrier and be identified by ON/OFF keying of an amplitude modulating tone (NON/A2A), those NDBs which radiates A0, A2, A3 along with (NON/A2A) will be accepted.		
7	Identification		
7.1	Each NDB shall be individually identified by two or three letters international Morse Code Group transmitter at rate corresponding to approximately to 7 words per minute.		
7.2	The complete identification shall be transmitted at least once in every 30 second except when the beacon identification is affected by ON/OFF keying of the carrier. In this later case the identification shall be approximately one minute in trouble interval except that a shorter interval may be used at a particular NDB stations where this is found to be operationally desirable.		
7.3	For NDBs with an average coverage radius of rated coverage of 92.7 Km (50 NM) or less that are primarily approach and holding aids in the vicinity of an aerodrome, the identification shall be transmitted at least 3 times each 30 seconds, speed equally within the time period.		
7.4	The frequency of the modulating tone used for identification shall be 1020 Hz plus or minus 50 Hz or 400 Hz plus or minus 25 Hz.		

7.5	The keyer should be solid state with the provision of Dip switch programmable Dot space. The time period of Dot space may be $125 \pm 25$ millisecond.		
8	<b>Characteristics of Emissions</b>		
8.1	All NDBs shall radiate an uninterrupted carrier and be identified by a on/off keying of an amplitude modulating tone (NON/A2A), except those NDBs wholly or partly serving as holding, approach and landing aids, or those having average radius of rated coverage of less than 92.7 km (50NM), may be identified by on/off keying of the unmodulated carrier (NON/A1A) if they are in areas of high beacon density and/or where the required rated coverage is not practicable of achievement because of: a. radio interference from radio stations; b. high atmospheric noise; c. local conditions.		
8.2	For each NDB identified by on/off keying of an audio modulating tone, the depth of modulation shall be maintained as near to 95 per cent as practicable.		
8.3	For each NDB identified by on/off keying of an audio modulating tone, the characteristics of emission during identification shall be such as to ensure satisfactory identification at the limit of its rated coverage		
8.4	The carrier power of an NDB with NON/A2A emissions should not fall when the identity signal is being radiated except that, in the case of an NDB having an average radius of rated coverage exceeding 92.7 km (50NM), a fall of not more than 1.5 dB may be accepted.		
8.5	Unwanted audio frequency modulation shall total less than 5 per cent of the amplitude of the carrier.		
9	<b>Monitoring</b>		
9.1	For each NDB, suitable means shall be provided to enable detection of any of the following conditions at an appropriate location and action of transfer from primary transmitter to secondary transmitter is initiated if secondary transmitter also having the problem NDB system has to Shut Down in dual NDB System: a. A decrease in radiated carrier power of more than 50 per cent below that required for the rated coverage; b. Failure to transmit the identification signals or continuous tone; c. Malfunctioning or failure of the means of monitoring itself. d. VSWR more than 1.5 or VSWR rises above an adjustable value but not more than 1.5. e. Drop of modulation below and adjustable value.		
9.2	There should be provision of monitoring of all the parameters mentioned in clause 8.1 has to be carried out digitally or analogically for each transmitter.		

10	<b>ANTENNA</b>		
10.1	The bidder shall provide self-radiated mast. The output impedance of transmitter has to be 50 ohms.		
10.2	The input impedance of antenna tuning unit should be 50 ohms and output of this should match with load impedance of 2 to 25 Ohms resistance, 700 to 1500 PF capacitance.		
10.3	The RF power handling capacity of the coils of the Antenna Tuning Unit should not be less than 1000 Watt average, 2000 Watts peak.		
10.4	There should be single meter with 04 different positions switch off, tune, 0-10 amps, 0-20 amps.		
10.5	The tuning of the ATU/Antenna Coupler coil should be automatic, which can tune with the full frequency band of NDB for the optimum antenna current.		
10.6	ATU/antenna coupler has to work for continuous unattended operation in the following environments: a. The ambient temperature -40° to 65°C. b. Humidity up to 95%. c. Altitude up to 3500 meters d. Antenna Tuning Unit (antenna coupler) is designed for outdoor installation at the base of antenna. e. The power requirement for Antenna Tuning Unit i.e. antenna coupler should be DC voltage multiple of 12 Volt. Optional AC supply should be 220 $\pm$ 10% with frequency 50 Hz $\pm$ 2 Hz.		
10.7	RF cable from transmitter unit to Antenna Tuning Unit/ Antenna Coupler has to be power handling capacity of 1KW with characteristic impedance of 50 ohms and sufficient flexibility with low loss property and the RF cable from ATU/ Antenna Coupler to self-radiating mast should be a good quality and weather proof.		
10.8	The inductance of the antenna tuning coil should be such that it should be capable to tune full frequency band (i.e. 190 KHZ to 535 KHZ).		
10.9	ATU/ Antenna Coupler should be housed in weather proof box and easy to install.		
11	<b>Test Equipments</b>		
	<b>The following Test Equipments are to be supplied with each NDB equipment.</b> 1. Digital Multimeter – QTY -01 (One) 2. Oscilloscope – QTY -01 (One) Through Line Watt Meter with element of 25W to 1000W in the frequency band (190 KHZ to 535 KHZ) of NDB. One element each of 25W, 50W, 100W, 500W & 1000W – Total Five Elements.		

**NON DIRECTIONAL BEACON (NDB)****Section – D : Part- “C” : Detailed Description of REMOTE CONTROL & STATUS INDICATOR UNIT (RCSU).**

Offered Make &amp; Model of NDB ..... (To be filled by the bidder)

S No	REQUIREMENTS	Statement of Compliance	Reference page & para no. of the supporting document as per Para 17.4.5 of Section - A
1.	The remote control status unit (RCSU) is intended for installation in a remote control location with RCSU, slave indication display unit(s) intended for installation at designated location(s). The slave display unit shall function in parallel with the remote control and status indicator unit (RCSU) with the exception that the slave unit shall not require any of the control functions. From remote control to Status Unit /slave display unit minimum distance should be 50 meters.		
2.	The remote control and status indication unit shall provide the following functions: a) Visual indication of the status of the NDB (both main and standby TX) by means of suitable colored lights. b) An aural and visual indication of a system of abnormal monitor condition and of an abnormal power supply condition. c) Alarm silence d) Capability to start or stop or change-over the operating transmitter of the NDB systems. e) Capability to select either the main or standby transmitter equipment for operational use. f) Should have at least two ports for IP based connectivity with Remote Slave Units /automation etc. g) Loss of signal from the control link or remote radio beacon control panel should not affect the radio beacon transmission.		
3.	The remote control unit shall be connected to NDB system through following : a) Single pair telephone lines (using internal/external modems) b) Ethernet port. c) microwave link d) Optical link or similar circuit.		

**NON DIRECTIONAL BEACON (NDB)****Section – D : Part “D” : Detailed description of REMOTE MONITORING AND MAINTENANCE (RMM) SUB-SYSTEMS[**

Offered Make &amp; Model of NDB . . . . . (To be filled by the bidder)

S No	REQUIREMENTS	Statement of Compliance	Reference page & para no. of the supporting document as per Para 17.4.5 of Section - A
<b>1.0</b>	<b>REMOTE MAINTENANCE &amp; MONITORING (RMM) UNIT</b>		
<b>1.1</b>	a) It shall be possible to obtain status and perform all the control functions required for NDB operation, such as Transmitters ON/OFF and changeover facility. b) The requisite hardware for independent control and status monitoring of NDB at equipment site and remote point shall be provided. c) It should be possible to have a remote control and status monitoring from a distance up to 10 KM by using either of the available links such as leased/remote lines, OFC link, RF link or through Ethernet. Provision should be made available for all above mentioned links concurrently. Necessary modem should also be provided at both ends.		
<b>1.2</b>	a) RMM comprising laptop and application S/W with compatibilities to control and display NDB Parameters, shall be based on user friendly O.S. b) The system shall have capability for aural and visual alarms. c) It shall also have provision of printer at local and remote site for getting hard copies of reports.		
<b>1.3</b>	Remote Maintenance shall provide facility for checking various sub-systems of NDB to identify defective FRM (Field Replaceable Module) or a group of FRMs.		
<b>1.4</b>	RMM shall maintain a history where all important data is logged. It shall be possible to view the selected fields as required.		
<b>1.5</b>	a) It shall be possible to check health of the system and certify that there is no fault in NDB and it is fit to radiate. b) The critical parameters of the system shall be displayed. c) In case of fault, the faulty module and the parameters which are causing the failure shall be displayed.		

**NON DIRECTIONAL BEACON (NDB)****Section – D : Part- “E” : Detailed description of NDB TEST REPAIR FACILITY SUB-SYSTEMS.**

Offered Make &amp; Model of NDB ..... (To be filled by the bidder)

S No	REQUIREMENTS	Statement of Compliance	Reference page & para no. of the supporting document as per Para 17.4.5 of Section - A
<b>1.0</b>	<b>NDB TEST REPAIR FACILITY</b>		
<b>1.1</b>	It is proposed to establish repair facility by AAI in India to undertake repair of faulty PCBs, module/LRUs up to component level.		
<b>1.2</b>	This repair facility is to be equipped with proper test rack and/or test jigs, special tools and test equipment, software , drivers and software tools It is expected that after receiving training described in Para 2.3 of Section C of this tender, the technical personnel, posted in specialized maintenance unit shall be able to undertake fault identification in all PCBs, modules, LRUs etc. up to component level and after repairing /replacing the faulty component, they shall be able to align, tune, load appropriate software and test the repaired module for operational use and also certify that the repaired unit is working satisfactorily.		
<b>1.3</b>	The bidder should submit a complete technical proposal for this facility. The proposal should be comprehensive enough so as to satisfy AAI that the proposed system shall meet the objective given above in Para 1.2		
<b>1.4</b>	The technical proposal shall indicate clearly whether all PCBs/modules/LRUs of the offered equipment, can be repaired up to component level and can be aligned & tuned at the facility established as in 1.1 & 1.2 above. If there are any exceptions or limitations, the same should be mentioned clearly.		
<b>1.5</b>	Comprehensive test specifications including complete Test/Alignment procedures for each LRU/Module shall be provided.		
<b>1.6</b>	Technical documents, circuit diagrams, component layouts of all PCB's/modules including their detailed description, operating software/drivers, configuration software etc. required for fault finding and repair of all PCBs/ modules/LRUs shall be provided. The bidder shall also give complete details including circuit schematics of all Commercial Off The Shelf (COTS) items and sub-assemblies/modules that are out-sourced.		

**Annexure-1A**
**PRICE SCHEDULE for SUPPLY of  
Non Directional Beacon (NDB)- 20 Nos. and 01 no. Repair Facility/ Test Jig along with one  
set of critical spares**
**1. COST \_OVERSEAS**

- 1.1 Dual 500W NDB Equipment including embedded / bundled software (Qty. 20 Nos.)
  - (a) Rate
  - (b) Overseas Freight
  - (c) Insurance –overseas
  - (d) Custom duty including SWS
- 1.2 Software other than embedded / bundled for NDB (QTY- 20 Nos)
  - (a) Rate
  - (b) Overseas Freight
  - (c) Insurance -overseas
  - (d) Custom duty including SWS
- 1.3 NDB Antenna System with accessories for 500W NDB (Qty. 20 Nos.)
  - (a) Rate
  - (b) Overseas Freight
  - (c) Insurance -overseas
  - (d) Custom duty including SWS
- 1.4 NDB ATU with 100ft. RF Cable for connecting ATU with 500W NDB TX & Antenna (QTY–20 Nos.)
  - (a) Rate
  - (b) Overseas Freight
  - (c) Insurance -overseas
  - (d) Custom duty including SWS
- 1.5 NDB Repair Facility/ Test Jig with embedded / bundled software (QTY-01)
  - (a) Rate
  - (b) Overseas Freight
  - (c) Insurance -overseas
  - (d) Custom duty including SWS
- 1.6 Software other than embedded / bundled for Repair Facility / Test Jig (QTY-01)
  - (a) Rate
  - (b) Overseas Freight
  - (c) Insurance -overseas
  - (d) Custom duty including SWS
- 1.7 Installation material and maintenance tools for NDB (QTY-20)
  - (a) Rate
  - (b) Overseas Freight
  - (c) Insurance -overseas
  - (d) Custom duty including SWS
- 1.8 Installation material and maintenance tools for Repair Facility/Test Jig (QTY-01)
  - (a) Rate
  - (b) Overseas Freight



- (c) Insurance -overseas
  - (d) Custom duty including SWS
- 1.9 RMM for NDB with embedded / bundled Software (QTY-20)
  - (a) Rate
  - (b) Overseas Freight
  - (c) Insurance -overseas
  - (d) Custom duty including SWS
- 1.10 Remote Control Unit (RCU) for NDB with embedded / bundled software (QTY-20)
  - (a) Rate
  - (b) Overseas Freight
  - (c) Insurance -overseas
  - (d) Custom duty including SWS
- 1.11 Status/Slave Indicator (QTY- 40)
  - (a) Rate
  - (b) Overseas Freight
  - (c) Insurance -overseas
  - (d) Custom duty including SWS
- 1.12 Special purpose Test Equipment set for NDB & ATU (QTY-20)
  - (a) Rate
  - (b) Overseas Freight
  - (c) Insurance -overseas
  - (d) Custom duty including SWS
- 1.13 Special purpose Test Equipment set for Repair Facility / Test Jig (QTY-01)
  - (a) Rate
  - (b) Overseas Freight
  - (c) Insurance -overseas
  - (d) Custom duty including SWS
- 1.14 Manuals & Documentation for NDB (QTY- 63)
  - (a) Rate
  - (b) Overseas Freight
  - (c) Insurance -overseas
  - (d) Custom duty including SWS
- 1.15 Manuals & Documentation for Repair Facility / Test Jig (QTY-03)
  - (a) Rate
  - (b) Overseas Freight
  - (c) Insurance -overseas
  - (d) Custom duty including SWS
- 1.16 Critical Spares for NDB (QTY-01 set)
  - (a) Rate
  - (b) Overseas Freight
  - (c) Insurance -overseas
  - (d) Custom duty including SWS
- 1.17 FAT charges for NDB (for all 20 NDB)
  - (a) Rate

- 1.18 FAT charges for Repair Facility/Test Jig (QTY-01)  
(a) Rate
- 1.19 Factory Training for Operation, Preventive & Corrective Maintenance, Installation, Testing & Commissioning checks of NDB for 10 Engineers 10 working days (Qty. 01 Batch)  
(a) Rate
- 1.20 Factory Training for Repair Facility for 03 Engineers 15 days (QTY-01 Batch)  
(a) Rate

## 2. COST \_INDIAN

- 2.1** Dual 500 W NDB Equipment including embedded / bundled software (Qty. 20 Nos.)
  - (a) Rate
  - (b) Inland Freight
  - (c) Inland Insurance
- 2.2** Software other than embedded / bundled for NDB (QTY-20 Nos)
  - (a) Rate
  - (b) Inland Freight
  - (c) Inland Insurance
- 2.3** NDB Antenna System with accessories for 500W NDB (Qty. 20 Nos.)
  - (a) Rate
  - (b) Inland Freight
  - (c) Inland Insurance
- 2.4** NDB ATU with 100ft. RF Cable for connecting ATU with 500W NDB TX & Antenna (QTY-20 Nos.)
  - (a) Rate
  - (b) Inland Freight
  - (c) Inland Insurance
- 2.5** NDB Repair Facility/ Test Jig with embedded / bundled software (QTY-01)
  - (a) Rate
  - (b) Inland Freight
  - (c) Inland Insurance
- 2.6** Software other than embedded / bundled for Repair Facility / Test Jig (QTY-01)
  - (a) Rate
  - (b) Inland Freight
  - (c) Inland Insurance
- 2.7** Installation material and maintenance tools for NDB(QTY-20)
  - (a) Rate
  - (b) Inland Freight
  - (c) Inland Insurance
- 2.8** Installation material and maintenance tools for Repair Facility/Test Jig (QTY-01)
  - (a) Rate
  - (b) Inland Freight
  - (c) Inland Insurance
- 2.9** RMM for NDB with embedded / bundled Software (QTY-20)
  - (a) Rate
  - (b) Inland Freight
  - (c) Inland Insurance
- 2.10** Remote Control Unit (RCU) for NDB with embedded / bundled software (QTY-20)

- (a) Rate
- (b) Inland Freight
- (c) Inland Insurance

**2.11** Status/Slave Indicator (QTY-40)

- (a) Rate
- (b) Inland Freight
- (c) Inland Insurance

**2.12** Special purpose Test Equipment set for NDB (QTY-20)

- (a) Rate
- (b) Inland Freight
- (c) Inland Insurance

**2.13** Special purpose Test Equipment set for Repair Facility / Test Jig (QTY-01)

- (a) Rate
- (b) Inland Freight
- (c) Inland Insurance

**2.14** Manuals & Documentation for NDB (QTY- 63)

- (a) Rate
- (b) Inland Freight
- (c) Inland Insurance

**2.15** Manuals & Documentation for Repair Facility / Test Jig (QTY-03)

- (a) Rate
- (b) Inland Freight
- (c) Inland Insurance

**2.16** Critical Spares for NDB (QTY-01 set)

- (a) Rate
- (b) Inland Freight
- (c) Inland Insurance

**2.17** FAT charges for NDB (for all 20 NDB)

- (a) Rate

**2.18** FAT charges for Repair Facility/Test Jig (QTY-01)

- (a) Rate

**2.19** Factory Training for Operation, Preventive & Corrective Maintenance, Installation, Testing & Commissioning checks of NDB for 10 Engineers 10 working days (Qty. 01 Batch)

- (a) Rate

**2.20** Factory Training for Repair Facility for 03 Engineers 15 days (QTY-01 Batch)

- (a) Rate

**Annexure-1B****Instruction to fill price bid**

1. Prices shall be quoted as per the guidelines of CPP- Tender Portal.
2. Rates should be inclusive of all taxes, duties, Cess, fee, royalty charges, etc. levied under any statute but exclusive of GST. Therefore, GST not to be quoted in BOQ.
3. GST / IGST rate of the principal item (in this case NDB) shall be applicable to ancillary items also.
4. Complete List of deliverables – (Bill of Quantity) with Part No., Make & Model number of equipment and accessories fully meeting the operational and technical requirement as spelt out in Section-C of tender shall be uploaded with technical bid by the bidders from overseas or from Indian source.
5. Taxes, Duties, Cess break up for bids in respective currency shall be indicated in price bid.
6. Prices are to be mentioned strictly as per the format of CPP-portal.
7. Basic custom duties will be paid by AAI by utilizing EPCG license / duty credit script under Service Export from India Scheme (SEIS) of Government of India.
8. GST shall be paid to the contractor for any taxable supply / services against a valid tax invoice as per terms and conditions of the contract.
9. GST on the value of services rendered to AAI, shall be reimbursed to those bidders, who are having valid GST number in India or otherwise AAI shall calculate the GST on the value of services rendered in India and deposit to Government of India.
10. In case, the bidder is quoting zero-zero (00) for any items, it will be presumed that items will be supplied but cost is absorbed in other items.
11. The bidder must quote the price of one set of critical spares in the price bid.
12. Cost of critical spares and quantities quoted in BOQ shall correlate with the information provided in Annexure-II.

**Annexure – II A**

**COMPREHENSIVE LIST OF SPARES FOR NDB  
(LRUs / PCBs / MODULES OF NDB and Repair Facility / Test Jig)**

S. No.	Spares Description	Make/ Part No.	NDB Equipment / Repair Facility	QTY
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
& So On				

**LIST OF CRITICAL SPARES  
(LRUs / PCBs / MODULES)**

S. No.	Spares Description	Make/ Part No.	Qty. in use in proposed system	Qty. as spare
1.				
2.				
3.				
& So On				
	TOTAL Amount			

**LIST OF RECOMMENDED SPARES  
(LRUs / PCBs / MODULES)**

S. No.	Spares Description	Make/ Part No.	Qty. in use in proposed system	Qty. as spare
1.				
2.				
3.				
& So On				

Note - The Contractor shall upload Comprehensive/Critical/recommended list of spares, **WITHOUT INDICATING THE PRICE** in above format along with Technical Bid.

**Annexure – II B**

**Cost of COMPREHENSIVE LIST OF SPARES FOR NDB  
(LRUs / PCBs / MODULES)**

S. No.	Spares Description	Make/ Part No.	NDB Equipment / Repair Facility	QTY	Cost
1.					
2.					
3.					
4.					
5.					

1. The Contractor shall upload Comprehensive list of one set of spares for NDB indicating the prices of each module (**exclusive of Freight, Insurance and custom duty**), in above format along with Financial Bid. The total cost of all critical spares modules shall tally with line item of financial bid i.e. Critical Spares. In case, there is mismatch in these prices, lowest of the either shall be paid by AAI.
2. In case any of the module/card/item fails within warranty of equipment and the cost of same not indicated in the comprehensive list of spares as mentioned above then the supplier shall have to supply two (2) numbers of that Module/Card/Item in addition to repairing/replacing the failed Module/card/Item free of cost to AAI.
3. The final prices of spares mentioned above shall be valid for 05 (five) years after expiry of warranty of the equipment/system and there should not be escalation of more than 10% beyond five years after expiry of warranty on the equipment/system.



**Annexure - III****CONSIGNEE DETAILS****1. PORT CONSIGNEE:**

General Manager (CNS),  
Airports Authority of India,  
Centre Radio Store Depot (CRSD),  
Safdarjung Airport, New Delhi-110003

**2. Ultimate consignee**

1. Airports Authority of India, Kota, (Raj)
2. Airports Authority of India, Kandla Airport, Kandla (Guj)
3. Airports Authority of India, Kolhapur Airport, Kolhapur (MH)
4. Airports Authority of India, Bhuntar Airport, Bhuntar (HP)
5. Airports Authority of India, Keshod Airport, Keshod (Guj)
6. Airports Authority of India, Agati Airport, Agati, (Lakshadweep)
7. Airports Authority of India, Pondicherry Airport, Pondicherry
8. Airports Authority of India, Salem Airport, Salem, (TN)
9. The Airport Director, AAI, Agartala Airport, Tripura
10. The Airport Director, AAI, Dimapur Airport, Nagaland
11. Airports Authority of India, Pant Nagar Airport, Pant Nagar (U K)
12. Airports Authority of India, Tuticorin Airport, Tuticorin (TN)
13. Airports Authority of India, Kudappa Airport, Andhra Pradesh
14. Airports Authority of India, Diu Airport, Diu
15. The Airport Director, AAI, Khajuraho Airport, Khajuraho, Madhya Pradesh
16. The Airport Director, AAI, Udaipur Airport, Udaipur (Raj)
17. Airports Authority of India, Orvakal Airport, Orvakal (AP)
18. Airports Authority of India, Campbell Airport, Car Nikobar (AN)
19. Airports Authority of India, Shibpur Airport, Shibpur (AN)
20. Principal, CATC, AAI, Prayag Raj (U P)

**3. Ultimate consignee for Repair Facility/Test Jig--Qty-01**

The General Manager (CRSD-CMC), Airports Authority of India, CRSD, Safdarjung Airport, New Delhi -110003

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**Annexure – IV****PROFORMA FOR PERFORMANCE BANK GUARANTEE**

1. In consideration of the Chairman, Airports Authority of India [hereinafter called “AAI”] having offered to accept the terms and conditions of the proposed agreement between ..... and ..... [here-in-after called “the said Contractor(s)”] for the works ..... [here-in-after called “the said agreement”] vide Order no. .... Dated ....., having agreed to production of 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 demure, 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 on the Bank 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.
4. The payment so made by us under this 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.
5. 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 Project-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.
6. 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 the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or 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 so relieving us.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).

We..... (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

7. This guarantee shall be valid up to ..... unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees .....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ..... (day) of..... .... (Month), .....(Year)

For ..... (indicate the name of bank).

Authorized Signatory with seal

**Annexure – V****PROFORMA FOR SUBMITTING ELIGIBILITY REQUIREMENT AND UNDERTAKING**

**[TO BE SUBMITTED ALONG WITH EMD] Note: This duly filled application and undertaking shall be enclosed in the Envelope, without which the tender shall be summarily rejected].**

To,

Executive Director (CNS-Planning-I)  
Airports Authority of India,  
Rajiv Gandhi Bhawan,  
Safdarjung Airport,  
New Delhi - 110 003

**Sub: Submission of Tender for Supply of Non Directional Beacon (NDB)- 20 Nos and 01 no. Repair Facility/ Test Jig along with one set of critical spares.**

Sir,

Having examined the conditions of contract and specifications including addenda, I/we, the undersigned, offer to undertake Supply of .....at airports in conformity with the specifications, terms & conditions of the Tender.

- i) I/We agree to abide by the terms and provisions of the said conditions of the contract and provisions contained in the notice inviting tender. I/We hereby unconditionally accept(s) the tender conditions of AAI's tender documents in its entirety for the above work. It is certified that I/we have not stipulated any condition(s) in our tender offer. In case any condition(s) are found in our tender offer violated after opening tender, 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 EMD absolutely.
- ii) I/We hereby upload/submit the earnest money of [Rs...../ USD .....] for the Tender for the above mentioned work in the form of demand draft/EMD Bank Guarantee.
- iii) I/We hereby upload the **Integrity** Pact in the prescribed format(Annexure –VII), duly signed by the authorized signatory of the bidder.
- iv) Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- v) That, I/We declare that I/we have not paid and shall 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 shall immediately report it to the Appropriate Authority in AAI
- vi) That, I/We undertake that AAI's tender document shall form part of contract agreement.
- vii) We understand that you are not bound to accept the lowest or any bid, you shall receive.



Thanking you

Yours faithfully

Dated:

Signature of Bidder: .....

Name: .....

Agency / Firm .....

Telephone .....

Fax/Email/Stamp.....

Witness.....

Signature.....

Address.....

Enclosures : a) \_\_\_\_\_ b) \_\_\_\_\_

**Annexure – VI**

Bank Guarantee Format for EMD  
(To be submitted when the form of EMD submission is BG)

**(On Non-judicial stamp paper of Rs.100.00)**

**Bank Guarantee**

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

Dear Sir,

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

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

Under the terms of said tender, the Bidder is required to provide a bank guarantee in a form acceptable to the purchaser for the amount of Rs.....(amount in figures)(Rupees ..... ) on account of EMD.

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

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



The determination of the fact of breach and the amount of damages sustained and or liability under the guarantee shall be in the sole discretion of the purchaser whose decision shall be conclusive and binding on the guarantor.

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

Truly yours,

---

(Authorized Signatory of the Bank)

**Annexure – VII****INTEGRITY PACT****PRE CONTRACT INTEGRITY PACT**

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

AND

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

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

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

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

NOW, therefore,

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

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

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

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

**1. Commitments of the Authority;**

- 1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - 1.2 The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

**3. Commitments of Bidders/Contractor.**

- The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2(i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
  - 3.2(ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- 3.4 The Bidder/Contactor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / 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.
- 3.10 (A) The Bidder/Contractor will inform to the Independent External Monitor.
  - i) If he receives demand for an illegal/undue payment/benefit.
  - ii) If he comes to know of any unethical or illegal payment/benefit.
  - iii) If he makes any payment to any Authority's associate(s)

(B) A bidder/vendor /person signing IP shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter
- 3.11 The Bidder/Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

#### 4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' 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 Crores. (Rupees Zero point five Crores.) 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 sub-contractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

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

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

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

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

- (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 en-cash 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.

## **7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:**

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

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

- 8.1. That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.
- 8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.
- 8.3 That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.
- 8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractor and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associates with confidentiality.
- 8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his



recommendations/ suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 8.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word 'Monitor' would include singular and plural.

## **9. Facilitation of Investigation.**

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

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

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

## **11. Other Legal Actions**

- 11.1 That the changes and supplements as well as termination notices need to be made in writing.
- 11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

## **12. Pact duration (Validity)**

- 12.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.

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

### 13. Company Code of Conduct.

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

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

Buyer	BIDDER
Name of the Officer	CHIEF EXECUTIVE OFFICER
Designation	
Deptt./Ministry/PSU	Witness
Witness	1. _____
1. _____	2. _____
2. _____	

**Annexure - VIII****PROFORMA FOR UNDERTAKING  
[TO BE SUBMITTED WITH ELIGIBILITY CRITERIA]**

To,  
Executive Director (CNS-P-1)  
Airports Authority of India,  
Rajiv Gandhi Bhawan,  
Safdarjung Airport,  
New Delhi - 110 003.

**Ref: Supply of Non Directional Beacon (NDB)- 20 Nos. and 01 no. Repair Facility/ Test Jig along with one set of critical spares**

**Sub: Undertaking**

Sir,

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

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

**Dated:**

Signature of the authorised signatory

Name: \_\_\_\_\_

Agency / Firm : \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Stamp: \_\_\_\_\_

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**Annexure – IX**

**PQ PERFORMA/CHECK-LIST FORMAT TO BE SUBMITTED**  
**BY THE BIDDER ALONG WITH PQ BID**

**Name of work:** Supply of Non Directional Beacon (NDB)- 20 Nos. and 01 no. Repair Facility/ Test Jig along with one set of critical spares

1.1	<b>Bidder Agency Name:</b>  Postal Address:   Tel., Fax No. and e-mail address of the bidder	_____ _____ _____ _____ _____
2.1	Confirm whether the bidder firm is:  OEM or AR of OEM.	Tick on one appropriate box only:  OEM: <input type="checkbox"/> AR of OEM <input type="checkbox"/>
2.2 a	In case the bidder is OEM or AR of OEM offered equipment, has the bidder uploaded undertaking as per <i>Annexure-X</i>	Yes/No
2.2 b	Proof of OEM, in case bidder is OEM.  Copy of business registration certificate or its equivalent issued by authority as per prevailing Law of that country with details of product line shall be submitted excluding COTS items. AR shall also provide copy of OEM registration certificates or its equivalent as said above for product offered excluding COTS.	
2.3	Is the bidder a registered firm in India or in any other country?	Bidder firm is registered in India or _____ (Specify Country)  Credential as Indian/Foreign registered bidder firm enclosed  (Document Reference/Page No. ____ )
2.4	Foreign/Principal OEM firms shall enclose all details of their Indian Partners/Firms/Representatives along with irrevocable Letter of Representation valid up to concurrency of tender/contract.	Indian Partners/Firms/Representatives: Agency Name: _____ Authorized contact person: _____ PAN : _____

		<p>GST No. : _____</p> <p>Postal Address: _____</p> <p>_____</p> <p>Tel., FAX, Email: _____</p> <p>Irrevocable Letter of Representation valid up to concurrency of tender/contract enclosed</p> <p>(Document Reference/Page No. ____)</p>
2.5	Has the bidder enclosed unconditional acceptance of the bid as per Annexure-V	Undertaking as per Annexure V is enclosed (Document Reference/ Page No. ____).
2.6	Has the bidder submitted undertaking as per Annexure- VIII	Undertaking as per <b>Annexure-VIII</b> is enclosed (Document Reference/Page No. ____)
2.7	Is the bidder participating under “Make in India” scheme	Yes/ No
2.8	Indian bidder firms and Foreign Firms having permanent establishment in India shall provide the details of PAN, GST No.	<p>PAN: _____</p> <p>GST Reg. No.: _____</p> <p>(Document Reference/Page No. ____)</p>
<b>3.0</b>	<b>Experience details as per Tender Clause 4.0 of section B</b>	
<b>3.1</b>	<b>Work No. 1</b>	
3.1.1	Name of work	
3.1.2	<p>Name and Address of the organization/department where work has been executed.</p> <p>Email –id -</p> <p>Phone / Mobile -</p>	
3.1.3	Date of completion	
3.1.4	Completion cost / Value of Order or Contract	
3.1.5	Purchase/Work Order	<p>Relevant portion of contract enclosed</p> <p>(Document Reference/Page No. -----)</p>
3.1.6	Performance/Experience Certificate	<p><b>Copy enclosed</b></p> <p>(Document Reference/Page No. ----)</p>
3.1.7	Whether the work experience from Govt. Organizations or private client?	In case the work experience of private client, TDS certificate from the respective client is enclosed (Document Reference/Page No. ____)

<b>3.2</b>	<b>Work No. 2</b>	
3.2.1	Name of work	
3.2.2	Name and Address of the organization/department where work has been executed.  Email –id -  Phone / Mobile -	
3.2.3	Date of completion	
3.2.4	Completion cost / Value of Order or Contract	
3.2.5	Purchase/Work Order	Relevant portion of contract enclosed (Document Reference/Page No. 17-18)
3.2.6	Performance/Experience Certificate	<b>Copy enclosed</b> (Document Reference/Page No. ____)
3.2.7	Whether the work experience from Govt. Organizations or private client?	In case the work experience of private client, TDS certificate from the respective client is enclosed (Document Reference/Page No. ____)
<b>3.3</b>	<b>Work No. 3</b>	
3.3.1	Name of work	
3.3.2	Name and Address of the organization/department where work has been executed.  Email –id -  Phone / Mobile -	
3.3.3	Date of completion	
3.3.4	Completion cost / Value of Order or Contract	
3.3.5	Purchase/Work Order	Relevant portion of contract enclosed (Document Reference/Page No. 17-18)
3.3.6	Performance/Experience Certificate	Copy enclosed (Document Reference/Page No. ____)
3.3.7	Whether the work experience from Govt. Organizations or private client?	In case the work experience of private client, TDS certificate from the respective client is enclosed (Document Reference/Page No. ____)
<b>4.1</b>	<b>Annual Financial Turnover</b>	Enclosed Balance Sheet with Profit & Loss Account and Annual Turnover certified by Chartered Accountant (Document Reference/Page No. ____)
4.1.1	Year 2019-20 (or Calendar Year 2019)	Rs. _____



4.1.2	Year 2020-21 (or Calendar Year 2020)	Rs. _____
4.1.3	Year 2021-22 (or Calendar Year 2021)	Rs. _____
4.1.4	<b>Average</b>	Rs. _____
5.1	Details of <b>Tender Fee paid.</b>	Transaction ID: _____/ Submitted Online
5.2	Details of <b>EMD</b>	<p>1. Bank Guarantee No. _____ Date _____ Bank _____ Amount _____ Validity _____</p> <p style="text-align: center;">OR</p> <p>2. NSIC Registration Certificate (In case EMD exemption claimed) (Document Reference/Page No. ____)</p> <p style="text-align: center;">OR</p> <p>3. Transaction ID: _____/ Submitted online</p>
6.1	Has the bidder read all the Sections and Annexure contained in this tender, and corrigendum and pre-bid queries replies (if any)?	Yes/No
7.1	Has the bidder submitted Integrity Pact duly signed by authorized signatory and witness?	Yes/No
7.2	Has the bidder numbered all pages of the submitted documents and enclosed an index page with document reference?	Yes/No
7.3	Has the bidder uploaded digitally signed copy of tender as a proof that he has read and understood the complete terms and condition of Tender.	Yes/No
7.4	Power of Attorney for the Authorized person(s) as per Annexure-XI	Yes/No
7.5	Undertaking for GST as per Annexure XIII	Yes/No
7.6	Has the bidder submitted Articles of Memorandum of Association or Partnership Deed or Proprietorship Deed as the case may be	Yes/No
7.7	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 3.0 of Section -A	Yes/No

	Otherwise, certification on Company's letter head to certify that same is not applicable.	
7.8	Has Bidder submitted all the certificates with UDIN sought in para 17.3.23 of Section-A of this tender.	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, the EMD may be forfeited and action as deemed fit by AAI can be taken against me.

**Place:**

**Signature:**

**Date:**

**Authorized Signatory of the bidder**

**ANNEXURE- X**

**PROFORMA FOR DECLARATION REGARDING ORIGINAL EQUIPMENT MANUFACTURER  
(OEM) OR Authorized Representative (AR) OF OEM BIDDER  
[TO BE SUBMITTED WITH PQ-ELIGIBILITY CRITERIA]**

To,  
Executive Director (CNS-P-I)  
Airports Authority of India  
Rajiv Gandhi Bhawan  
Safdarjung Airport  
New Delhi - 110 003

**Sub.: Supply of Non Directional Beacon (NDB)- 20 Nos. and 01 no. Repair Facility/ Test Jig along with one set of critical spares.**

Sir,

I/We, \_\_\_\_\_ (Manufacturer Name with Address) who are established and reputed manufacturer of **Non Directional Beacon (NDB)** having factory at \_\_\_\_\_ (Address).

1. I/We are participating in the tender as OEM.

OR

2. I/We \_\_\_\_\_ do hereby \_\_\_\_\_ authorize \_\_\_\_\_ (Bidder Name with complete Address) to participate in this tender on behalf of M/s. \_\_\_\_\_ (OEM).

I/We confirm that No Company or firm or individual other than M/s. \_\_\_\_\_ (Bidder Name) is authorized to bid, and conclude the contract in regard to this tender.

I/We confirm that the quoted equipment have not been declared end of life as of date of this tender, and we shall supply our products as per published tender specifications and bid offer.

I/We also confirm to provide Warranty and Post Warranty support for offered products, availability of product spares, sales, service and software support for 12 (Twelve) years in India as per this tender.

Thanking you,

Yours faithfully,

Dated:

Signature of the authorized signatory of OEM

Name: \_\_\_\_\_

Agency: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Stamp: \_\_\_\_\_



**ANNEXURE - XI**

**Power of Attorney Format for the Authorized Person(s)**

*(Bidder shall submit irrevocable power of attorney on a non-judicial stamp paper of Rs.100/- signed by authorized signatory as per Memorandum of Articles authorizing the persons, who are signing this bid on behalf of the company 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 Bid No. \_\_\_\_\_ due on \_\_\_\_\_ invited by Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi – 110 003 for “**Supply of Non Directional Beacon (NDB)- 20 Nos. and 01 no. Repair Facility/ Test Jig along with one set of critical spares**” 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 it’s resolution passed in this regard.

By order of the Board

For \_\_\_\_\_

( \_\_\_\_\_ )

Authorized Signatory

Witness:

1.

2.

Attorney Signature of Mr. \_\_\_\_\_

Attorney Signature of Mr. \_\_\_\_\_

(Attested)

( \_\_\_\_\_ )

Authorized Signatory

**Annexure - XII****Training syllabus**

- Vendor shall provide training to AAI Technical personnel (Engineers) to achieve the necessary skill levels to install, use, operate, maintain and support the offered equipment/system. The training shall be sufficiently detailed so that the trainees after having completed the course shall have the knowledge and the skill to efficiently perform the re-installation, administration, configuration, setting, adjustment, preventive and corrective maintenance, performance measurements and the test of the equipment.
- Training shall be conducted in English language. Training shall cover practical and theoretical issues. It shall provide in-depth theoretical knowledge of the equipment and practical work necessary for operation, adjustment and testing of the equipment.
- The Vendor shall provide Training Program and Plan (TPP) for the equipment to AAI for approval. The Training Program and Plan shall describe the objectives, syllabus, training methods, schedule and duration of the courses and prerequisites for the trainees. The vendor shall give a short description of the training center activities, training courses provided, facilities, location, cooperation with other training centers, etc.
- The vendor shall develop and conduct training for AAI personnel in accordance with the Training Program and Plan. Technical Training Courses shall be performed at Vendor's premises (factory).
- Theoretical training should take place in purpose built classrooms all of which are fitted with standard training aids (video, PC, instructive demonstrators, projectors, real time simulation, use of operational equipment, etc.). Practical training shall be performed on the Vendor's provided representative equipment, containing all representative elements specified for the AAI's system.
- Vendor's training personnel shall utilize a complete and fully functioning system for all practical training. To ensure a good standard of training, the vendor shall employ Instructors who are fully trained in Instructional Techniques and who have already held courses for the same type of Vendor's equipment.
- All AAI personnel trained by the vendor will have the status of key trainers. AAI's key trainers will be responsible for conducting the training for other AAI's personnel.

**(I) Technical Training Course for NDB**

The Theoretical and Practical course training shall be designed to meet the needs of AAI's technical personnel who will be responsible for the management, installation, adjustment, testing, verification, and maintenance of the offered equipment/system.

**(a) Course objective is to train AAI's experienced Technical Personnel to:-**

- Understand the principles of operation of offered equipment/system and its subsystems;
- Understand the site criteria and requirements for equipment and antenna system;
- Acquire in-depth knowledge of technical design and operation of each of subsystems and antenna system of the offered equipment/system.
- Acquire knowledge about installation and setting of equipment and antenna system;
- Acquire knowledge of equipment and antenna system adjustments and testing;
- Establish setting and adjustment procedures;
- Establish preventive and corrective maintenance procedures;

- Establish procedures for system ground testing and participation in flight testing.

**(b) Upon completion of the course, the trainees will be able to:**

- Describe the system design philosophy, system functions and characteristics;
- Describe the system integrity and protection philosophy;
- Describe the purpose of each component of the system;
- Describe technical design and operation of each subsystem and antenna system of the offered equipment/system;
- Describe the system parameters and functions to major block level;
- Describe the purpose, facilities and hardware elements of the system;
- Describe briefly the software and data processing principles and hardware/software interfaces applicable to the system;
- Describe installation of hardware and software system components;
- Describe the initial parameter settings and adjustments of system;
- Describe installation and adjustment of antenna system;
- Administer all user administrable functions;
- Operate RMM subsystem and perform all RMM functions: system and parameter settings, run and interpret system status and diagnostic software, retrieve and process of historical log files, carry out statistics on the operation of offered equipment/system;
- Describe preventive maintenance of the system;
- Describe corrective maintenance principles and procedures to bring the system into operational state after failure/maintenance;
- Describe ground testing and flight testing of the system;
- Test all hardware and software components to be delivered.

**Course duration shall be specified and agreed by Vendor and AAI.**

**(II) DOCUMENTATION: -**

**(a) General Requirements: -**

The documentation shall be written in English. The documentation shall be delivered in two hard copies and two copies in electronic format (on the CD/ DVD/ Pen Drive/ HDD/ email) per site. Document files shall be in Portable Document Format (PDF) or Microsoft Word. The documents shall be up-to-date and include the latest adaptations done to the equipment supplied to AAI. The Vendor shall deliver documentation amendments and updates during the lifecycle of offered equipment/system. Access to the information shall be easy and fast. Technical documentation shall be provided for all equipment, including peripherals, delivered under the contract.

Technical manuals shall cover testing, installation, adjustment, operational usage, maintenance, fault diagnosis and repair of the equipment by trained personnel.

The documentation to be delivered shall be divided at least into three (3) categories:

- (i) System documentation;
- (ii) Installation and commissioning documentation;
- (iii) Maintenance documentation.

The documentation related to the subject of delivery regarding new features, upgrades and additions shall be delivered to AAI during the lifecycle of the systems. Documentation to be provided shall be clear, concise, containing all necessary illustrations.

The vendor shall regularly deliver updates of documentation (electronic copy) during the NDB equipment lifetime, free of charge.

**(b) System Documentation: -** System documentation shall comprise: -

- An overall functional description of the system;
- A detailed description of all hardware and software components of the system;
- A detailed description of the hardware and software interfaces between these components;
- Overall principles, functional and detailed description of antenna system;
- Layouts, electrical and mechanical diagrams of antenna systems;
- Application Software documentation;
- System Administration documentation.

**(c) Application Software documentation shall comprise: -**

- Software tools and utilities documentation;
- Feature description documentation;
- Software implementation documentation;
- Software upgrades and additions documentation;
- Description of the program architecture;
- Description of the software control functions.

**(d) System Administration documentation** shall contain the information needed by the user to take full advantage of the possibilities of the system and to enable the system administrator:

- To administer the system user definable functions;
- To observe the status of the system;
- To control the configuration of the system;
- To initiate test routines;
- Description of the user administration function within the application software;
- Description of the statistic functions within the application software;
- Description of the messages from the application software.

The vendor shall provide for software, the description and the identification of each delivered version. Compatibility with the various hardware versions shall be indicated. Test documentation shall be based on the system specification and this system documentation.

**(e) Installation and commissioning documentation: -**

Installation and Commissioning documentation shall comprise Hardware Installation and installation Configuration/Commissioning documentation.

Hardware Installation Documentation shall comprise the following:

- Installation procedures;
- Descriptions and drawings for the installation of all system components, hardware and software;



- Descriptions and drawings for the installation of all RCMS system components;
- System required environmental conditions;
- Physical dimensions and weight of all equipment and necessary space for access to system hardware for maintenance purposes;
- Power consumption of all equipment;
- Grounding arrangements;
- System layout;
- Cabinet layout for all cabinets, including the racks and sub racks layout;
- Module and PCB layout;
  - Fuse panel layout;
  - Mechanical elements;
  - Equipment wiring diagrams;
  - Detailed description and drawings of wiring and strapping and interconnection of system components;
  - Cable routing;
  - Cable labeling;
  - Cable connections;
  - Power and grounding cable diagrams;
  - System/subsystem interconnection;
  - Rack, sub rack, module and PCB, includes inter-sub rack wiring diagrams;
  - Wiring to connector (pins) level;
  - LRU state identification;
  - Equipment interconnection and integration to other systems at equipment site: collocated nav aids, primary and backup power supply systems, groundings, telecommunication lines/systems;
  - Antenna system layout and configuration, mechanical part lists and specifications;
  - Detailed diagrams and specifications for civil works for the antenna system, shelter foundations, antenna cable routing and antenna grounding;
  - Antenna system installation and assembly;
  - Detailed site and obstacles criteria for NDB.

**(f) Installation Configuration/Commissioning documentation shall comprise detailed description of the: -**

- System initialization;
- Application software installation;
- Initial Operating system configuration;
- Initial Application software configuration;
- Initial system integration testing;
- Initial system testing, measurements and performance verification;
- Commissioning procedure with step-by-step scenario;
- List of all peripheral equipment, including any required for commissioning of the system such as e.g. special measurement tools, etc;
- RCMS operation, and utilization of all RCMS functions;

- RMM subsystem operation and utilization of all RMM functions, system and parameter settings, running and interpreting system status and diagnostic software, retrieving and processing of historical log files, carrying out statistic processing on the system operation.

**(g) Maintenance documentation: -**

Maintenance documentation shall cover both hardware and software maintenance aspects.

Hardware maintenance documentation shall enable to maintain the system to the level of the LRU replacement, perform system adjustments and verification, and preventive and corrective maintenance in case of hardware problems. Hardware part of Maintenance documentation shall cover in detail at least the following items:-

- Preventive maintenance list and schedule;
- A detailed description of the preventive maintenance procedures to be performed for the system in general and in all system components;
- A detailed description of the corrective maintenance procedures to be performed;
- Hardware troubleshooting flow diagrams;
- Corrective maintenance and procedure to bring the system into operational state after failure/maintenance;
- A detailed description of the performance measurements procedures;
- A detailed description of the verification measurements procedures;
- Functional checks of all system components and units;
- Parameter checks and measurements of all components and units;
- System parameters settings and configuration parameters settings;
- Equipment integration testing and performance checks;
- Functional checks of all RCMS components;
- Running and interpreting RMM diagnostic and fault finding software, faults finding to the LRU level;
- Additional RMM checks and functions: status and events logging and retrieval, operational history retrieval, statistical processing and printing;
- Equipment and antenna system adjustment;
- Antenna system tests and measurements;
- Ground testing and verification procedures; and
- Preparations for the flight testing of the system.

**With the help of the software maintenance documentation it shall be possible to operate the System and the application software. Software part of Maintenance documentation shall cover the following items, where applicable:-**

- General description of the system software;
- System initialization;
- Application software installation;
- Application software configuration;
- Operating system configuration;
- Description of the user rights on the system for different user levels;
- Administration of user administrable functions;
- Input/output system parameters.

**(h) Training Documentation: -**

The Vendor shall develop and provide Training Documents for each course that includes specific definition and direction on training objectives, equipment, instructional media and materials and course conduct. It shall contain sufficient detail to ensure that the proper depth of coverage is achieved consistently. Training documents shall provide supplementary information, in addition to the user and technical manuals, required for successful completion of the course. The manuals and materials shall be written in a style that is clearly understandable to the users and which progresses from the basic principles to the more complex details.

This repair facility is to be equipped with proper test rack, special tools and test equipment, software , drivers and software tools It is expected that after receiving training described in this tender, the officer posted in the said repair facility unit (SMU) shall be able to undertake fault identification in all PCBs, modules, LRUs etc. up to sub-assemblies level and after repairing/replacing the faulty component, they shall be able to align, tune, load appropriate software and test the repaired module for operational use and also certify that the repaired unit is working satisfactorily.

\*\*\*\*\*

**Annexure – XIII**

**PROFORMA FOR SUBMITTING UNDERTAKING FOR GST**

To,

Executive Director (CNS-Planning)-I  
Airports Authority of India,  
Rajiv Gandhi Bhawan,  
Safdarjung Airport,  
New Delhi - 110 003.

Sub: Submission of "Tender for Supply of Non Directional Beacon (NDB)-20 nos. and 01 no. Repair Facility/ Test Jig along with one set of critical spares"

Sir,

I/we are registered under GST No.....and undertake that in case of non-compliance of GST provisions and blockage of any input tax credit, I/we shall be responsible for the same and shall indemnify AAI for the loss, if any, suffered by AAI.

Thanking you.

Yours faithfully

Dated:

Signature of Bidder

Name .....

Telephone: .....

Fax/Email/Stamp.....

Witness.....

Signature.....

Address.....

***Annexure -XIV***

**Proforma for Earnest Money Declaration**

**(To be submitted on Bidder's / Contractor's Letter Head)**

Whereas, I/We..... (name of agency) ..... have submitted  
bid for ..... (name of work).....

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

(1) If after opening of tender, I/We withdraw or modify my/our bid during the period of  
tender (including extended validity of tender) specified in the tender documents,

Or

(2) If, after the award of work, I/We fail to sign the contract, or to submit performance  
guarantee before the deadline defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for AAI tenders from date  
of issue of suspension order.

Signature of Contractor(s)

**Annexure - XV**

(To be submitted by Successful bidder on a non-judicial stamp paper of INR 100)

**INDEMNITY BOND**

This Bond of Indemnity is executed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (Name of Bidder/Contractor) having their registered office at \_\_\_\_\_ through their Director Mr. \_\_\_\_\_, duly authorized in this behalf dated \_\_\_\_\_, hereinafter collectively referred to as “**Indemnifiers**” which expression shall, unless repugnant to the context or meaning thereof, include their successors, administrators, representative and assignees

**IN FAVOUR OF**

Airports Authority of India, an autonomous body duly constituted by the Government of India vide the Airports Authority of India Act, 1994 having their head office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi represented through their Executive Director (CNS-P)-I, hereinafter referred to as the ‘**Indemnified**’ which expression shall unless repugnant to the context or meaning thereof, include their successors and assignees.

WHEREAS the Indemnifier has participated in tender No. \_\_\_\_\_ for \_\_\_\_\_ (hereinafter referred to as “Name of Work”).

WHEREAS the Indemnifiers, out of their own prudence, have submitted that the above said equipment are classified the same under HSN Code(s) \_\_\_\_\_ (mention full HSN codes) by availing exemption from whole of Customs duty (Under Notification No. \_\_\_\_\_ dated \_\_\_\_\_).

NOW WHEREAS the Indemnifier assures the Indemnified as under: -

1. That they shall be fully and solely responsible for all liabilities, present or future, arising out of their decision to classify the equipment under **HSN Code(s)** \_\_\_\_\_ (mention all HSN codes) and to produce any document from the country of origin or from India, to fulfill the requirement of Customs Department or any other department, to get the consignment Custom cleared;
2. That they shall be responsible for obtaining “Country of Origin” Certificate from the Customs Authorities of ..... (Name of the Country).

NOW THE INDEMNIFIERS HEREBY IRREVOCABLY AGREE TO INDEMNIFY THE INDEMNIFIED in case the Indemnified suffers any loss, whatsoever, on account of non-happening/performance/compliance of any one or all of the above said stipulations at S. No. 1 & 2.

The Indemnifier further hold themselves liable to make good the entire actual/practical loss, jointly as well as severally along with their successors, legal representatives, assigns, etc., which may be sustained

by the Indemnified-on account of non- happening/performance/compliance of any of the clauses at 1 & 2 above, out of their property, both moveable and immoveable.

In agreement whereof, the Indemnifiers have here unto put their signatures on the day and year first above written in the presence of witnesses.

WITNESSES:

1.

INDEMNIFIER  
(VENDOR)

2.



**Annexure – XVI****UNDERTAKING TO BE SUBMITTED BY AGENCIES WHO WISH TO CLAIM  
PREFERENCE UNDER MAKE IN INDIA (MII) POLICY**

(To be submitted in sealed Envelope in the o/o ED -CNS-P1 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.
- I/we have quoted the make in India local content not less than 50% of the total quoted amount as per BOQ.
- 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 through 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)

<b>S. No.</b>	<b>Description of Accessories &amp; Items</b>	<b>Make of Accessories &amp; Items proposed</b>

**Signature of the tenderer with seal**

**FORM –‘II’**

**Make of Imported items and accessories  
(To be submitted in hard copy)**

<b>S. No.</b>	<b>Description of Accessories &amp; Items</b>	<b>Make of Accessories &amp; Items proposed</b>

**Signature of the tenderer with seal**



**FORM-‘III’**

**CALCULATION OF LOCAL CONTENT IN GOODS/SERVICES**

(To be submitted in hard copy)

S. NO.	BOQ Item no.	Total value of the item 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)	Per cent age of local content	Locations 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)	(S/T)X 100	

Signature of tenderer with seal



**FORM - 'IV'**

**Certificate from the statutory auditor or cost auditor of the company**

(To be submitted in hard copy)

- 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

## Annexure – XVII

### Procedure for Online submission of EMD and-Tender Fee

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” otherwise “NO” as per below screenshot:

5. **In case of EMD:** If Bidder is exempted from EMD payment, then select the option “Yes” (and provide the details and upload copy as a proof)other wise “NO” as per below screenshot for ONLINE payment

*Once proceeded it is not possible to revert the option.*

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

6. Click “Pay Online “when you reach below page while Online Bid Submission.

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

7. 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\_LSGD\_204397\_1  
Tender Title : PW3/23401/18 PRO.NO.604/18-19 DWN.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

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8. Verify that the Tender fee and EMD shown are correct, as per tender document. Then select the payment option and Submit as below.

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

**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 DWN.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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9. 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\_LSGO\_204397\_1

Tender Title : PW3/23401/18 PRO.NO.604/18-19 DIVN.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

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10. Bidders may choose the type of transaction and proceed for payment.

**SBI ONLINE PAYMENT GATEWAY**

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

**Net Banking**

SBI  
Bank Charges: 10.0  
Click Here

Other Banks  
Bank Charges: 10.0  
Click Here

**Card Payment**

Credit Card  
Bank Charges: 10.0  
Click Here

Debit Card  
Bank Charges: 10.0  
Click Here

**Other Payment Modes**

NET/RTGS  
Bank Charges: 10.0  
Click Here

Other  
Click Here

Cancel

© State Bank of India This Browser used is: 12.18.1. Mozilla/5.0 (Windows; U; ; en-US; rv:1.9.1.3) Gecko/2009.03/05 Firefox/3.5.3

11. Once the Payment type is selected it navigates to the respective landing page. 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, payment gateway will automatically re-redirect to the e-procurement system, with the success transaction.

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.

**BID MANAGEMENT**

**Bank Response On Payment Details**

✓ Your Online transaction has been completed successfully.

Organization Chain : NIC|NIC Contracts  
Tender Reference Number : PW3/23401/18  
Tender ID : 2018\_LSGD\_204297\_1  
Tender Title : PW3/23401/18 PRO.NO.604/18-19 DYN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

**Bank Response On Payment Details**

eProcurement Ref. Number : 220957531332  
PRN Number : 220957531332  
Bank / UTR Number : ICADAZGCG6  
Bank Name : SBI Bank  
Status : Success  
Status Description : Completed successfully.  
Tender Fee in ₹ : 1  
EMD Fee in ₹ : 1  
Total Fee in ₹ : 2

Next

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

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\_KSETM\_203916\_2 > Transaction Message

Organization Chain : NIC|NIC Contracts  
Tender Reference Number : PW3/23401/18  
Tender ID : 2018\_LSGD\_204297\_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	Rollie	

**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

**Annexure-XVIII**

**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 cover messages 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 IFN COV 767  
(for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC-  
ICIC0000007).

Thanking you,

.....  
(Vendor/Customer/Concessionaire)

**Annexure-XIX**

(On company's letter head)

**UNDERTAKING REGARDING DEBARMENT/ BLACKLISTING**

I/We ..... (name and post of authorized signatory) on behalf of ..... (Name of firm) do hereby solemnly affirm and declare as follow:

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

Signature of Bidder

Name .....

Stamp .....

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