

TECHNICAL DIRECTORATE

DOMESTIC E-TENDER

(Tender ID: 2022_AAI_117267_1)

TENDER DOCUMENT

FOR

SUPPLY OF 09 NOS. MULTIPURPOSE FIRE TENDERS WITH 08 YEARS COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) AFTER 02 YEARS GURANTEE/WARRANTEE PERIOD FOR USE AT VARIOUS AAI AIRPORTS IN INDIA.

Bid Manager	:	Joint General Manager (Technical)
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E-Mail Id	:	<u>smurali@aai.aero</u>

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AIRPORTS AUTHORITY OF INDIA

SUMMARY

1. Name of work Supply of 09 Nos. Multipurport years Comprehensive Annual (CAMC) after 02 years Guardinational control of the second s	
(CAMC) after 02 years Gua	
	*
for use at various AAI airports	
2. Estimated Cost of Work Estimated Supply Cost (excl. 0	
Estimated CAMC Cost (excl.	<i>,</i>
Total Estimated Cost excl. GS	ST : ₹ 15.97 Cr
3.Earnest Money DepositINR 31,93,702/-	
4.Cost of Tender DocumentINR 2,950/- (Inclusive of GS)	
The cost of tender shall be	
registration in e-procurement	t portal.
5.Total Time Allowed08 (Eight) months	
6. Published Date 02.06.2022 at 1400 Hrs. (IST)	
7. Bid Document Download / Sale Start Date 02.06.2022 from 1400 Hrs. (IS	'
8.Clarification Start Date02.06.2022 from 1400 Hrs. (IS	ST)
9.Clarification End Date13.06.2022 at 1800 Hrs. (IST))
10. Date & Time of Pre-Bid Meeting with 17.06.2022 at 1430 Hrs. (IST))
vendors	
11.Closing Date & Time for response to clarification by AAI28.06.2022 at 1800 Hrs. (IST))
12.Bid Submission Start Date29.06.2022 from 1000 Hrs (IS	ST)
13.Bid Submission End Date20.07.2022 at 1800 Hrs (IST)	
14.Last date of submission of original BG towards EMD (if EMD not paid through online mode), Signed hard copy of Unconditional Acceptance Letter, Power of attorney/authorization of Bidder and Signed Pre-Contract Integrity Pact22.07.2022 at 1800 Hrs (IST)	
15. Date of Opening of PQQ & Technical Bids 25.07.2022 at 1100 Hrs (IST)	
16. Last Date of submission of signed hard Prior to opening of Financial b copies of Annexure-VIII, Form-I, Form-II, Form-III & Form-IV for bidders claiming purchase preference under Make in India Policy.	bid.
17.Date of Opening of Financial Bids26.08.2022 at 1500 Hrs. (IST))
18. Date & Time of Reverse Auction Will be intimated after openin	g of Financial Bid.

AIRPORTS AUTHORITY OF INDIA DOMESTIC e-TENDER (Tender ID: 2022_AAI_117267_1)

Name of work: Supply of 09 Nos. Multipurpose Fire Tenders with 08 years Comprehensive Annual Maintenance Contract (CAMC) after 02 years Guarantee/Warrantee period for use at various AAI airports in India

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Certified that the tender document contains 196 (One Hundred Ninety-Six Only) pages which are numbered as above, including cover page, index and annexures.

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

AIRPORTS AUTHORITY OF INDIA

Domestic e-TENDER

(Tender ID: 2022_AAI_117267_1)

Name of work: Supply of 09 Nos. Multipurpose Fire Tenders with 08 years Comprehensive Annual Maintenance Contract (CAMC) after 02 years Guarantee/Warrantee period for use at various AAI airports in India

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DOMESTIC E-TENDER ID: 2022_AAI_117267_1

NOTICE INVITING TENDER

1. Airports Authority of India (AAI) invites domestic e -Tender through CPP Portal from the Original Equipment Manufacturer (OEM) of the Fire Tender, who are "Class-I Local Supplier" or "Class-II Local Supplier" as defined in Public Procurement (Preference to Make in India), Order 2017 and subsequent revisions thereof (Annexure –XV), in two envelope systems (Envelope 1 – Pre-Qualification Qualifier & Technical Bid and Envelope 2 – Financial Bid) as per the details given below.

Sl. No.	Name of the work	Estimated Cost in INR (excl. GST)	Earnest Money Deposit in INR	Cost of Tender in INR (Inclusive of GST)
1.	Supply of 09 Nos. Multipurpose Fire Tenders with 08 years Comprehensive Annual Maintenance Contract (CAMC) after 02 years Guarantee/Warran tee period for use at various AAI airports in India	Supply Cost (excl. GST): ₹ 10.10 Cr CAMC cost (excl. GST): ₹ 5.87 Cr Total Cost (excl. GST) : ₹ 15.97 Cr	₹ 31,93,702/-	₹ 2950/-

- 2. The bill of material (Indicative BOQ) given in *Annexure II* and detailed Technical Specifications given in Section D to the Tender document.
- 3. This tender is invited through the electronic tendering process and can be downloaded from the Central Public Procurement Portal (CPP Portal) with URL address "<u>http://etenders.gov.in</u>". Please note that the submission of the tender is only through the CPP Portal "<u>http://etenders.gov.in</u>". The tenders will not be accepted in any other form. Further, it may be noted that tenders which are duly submitted on CPP Portal shall only be final and tenders just saved without submission / publish will not be available to the evaluation committee. Bidders are requested to go through the CPP Portal for guidelines, procedures & system requirements. In case of any technical difficulty, bidders may contact on the following help desk numbers & email ids.
- 3.1 For queries relating to the process of online bid submission or queries relating to CPP Portal or other Technical Assistance on the Portal, please contact the 24x7 Helpdesk, on Telephone Numbers Tel: +91-120-4200462, +91-120-4001002, +91-8826246593 or Email Address: support-eproc@nic.in.
- 3.2 Before submitting queries related to system, bidders are requested to follow the instructions given in CPP Portal and get their computer system configured according to the recommended settings for the CPP Portal.
- 3.3 Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details.
- 3.4 For any issues/clarifications relating to the understanding of the tender(s) published, kindly contact the respective Tender Inviting Authority / Bid Manager whose details are given below:

ſ	SI. No.	Name of the Bid Manager	Designation	E-mail Id	Phone No.
	1	S. Murali	Jt. GM (Tech)	smurali@aai.aero	011-24632978

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

Sl.	Activity	Date & Time in IST	
No.			
1.	Published Date	02.06.2022 at 1400 Hrs. (IST)	
2.	Bid Document Download / Sale Start Date	02.06.2022 from 1400 Hrs. (IST)	
3.	Clarification start date	02.06.2022 from 1400 Hrs. (IST)	
4.	Clarification end date	13.06.2022 at 1800 Hrs. (IST)	
5.	Date & Time of Pre-Bid Meeting with vendors	17.06.2022 at 1430 Hrs. (IST)	
6.	Closing Date & Time for response to clarification by AAI	28.06.2022 at 1800 Hrs. (IST)	
7.	Bid Submission Start Date	29.06.2022 from 1000 Hrs (IST)	
8.	Bid Submission End Date	20.07.2022 at 1800 Hrs (IST)	
9.	Last Date of submission of Original Bank	22.07.2022 at 1800 Hrs (IST)	
	Guarantee towards the EMD (if EMD not paid through online mode), signed hard copy of Unconditional Acceptance Letter, Power of Attorney/Authorization of Bidder and signed Pre-Contract Integrity Pact.		
10.	Date of Opening of PQQ & Technical Bids	25.07.2022 at 1100 Hrs (IST)	
11.	Last Date of submission of signed hard copies of Annexure-VIII, Form-I, Form-II, Form-III & Form-IV for bidders claiming purchase preference under Make in India Policy.	Prior to opening of Financial bid.	
12.	Date of Opening of Financial Bids	26.08.2022 at 1500 Hrs. (IST)	
13.	Date & Time of Reverse Auction.	Will be intimated after opening of Financial Bid.	
Note: AAI may its discretion, extend/change the schedule of any activity by issuing an addendum / corrigendum on the e-Procurement Portal at http://etenders.gov.in/eprocure/app . In such cases, all right and obligations of AAI and the Bidders previously subject to the original schedule as extended.			

GENERAL INFORMATION AND GUIDELINES (GIG)

1. Purpose and Scope of Tender Document:

On behalf of Chairman, Airports Authority of India, Jt. General Manager (Tech.), Airports Authority of India, AAI Office Complex, Safdarjung Airport, New Delhi- 110 003, India (Phone No. 011-24632978) invites domestic tender in two-bid system i.e. Pre-qualification Qualifier (PQQ)/Technical & Financial for "Supply of 09 Nos. Multipurpose Fire Tenders with 08 years Comprehensive Annual Maintenance Contract (CAMC) after 02 years Guarantee/Warrantee period for use at various AAI airports in India".

- 2. The bid is invited from OEM of the Fire Tender, who are "Class-I Local Supplier" or "Class-II Local Supplier" as defined in Public Procurement (Preference to Make in India), Order 2017 and its subsequent revision(s) thereof.
- **3.** This tender document includes requirements in respect of description of work, details of end locations, delivery schedules, payment schedules, training needs, support services etc. Under this clause, the firm shall assume complete responsibility for Supply of 09 Nos. Multipurpose Fire Tenders at consignee airports and carrying out scheduled/preventive/breakdown maintenance and provide all the spares, consumables, labour except diesel, petrol and Diesel Exhaust Fluid (DEF) during the Guarantee/Warranty period of 02 years. Thereafter i.e. post Guarantee/Warranty Period, the firm shall assume complete responsibility for Comprehensive Annual Maintenance for 08 years including supply of all required spares, consumables, labour & tools etc., except diesel, petrol and DEF.
- 4. Bidder firm shall submit an unconditional acceptance letter (*Annexure I(a)*) and proforma for undertaking (*Annexure I(b)*) stating its firm or its partners or its Directors have not been black listed or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/World Health Organization etc., or any Foreign Government/Indian State/Central Governments Departments or Public Sector Undertaking of India.

5. Conflict of Interest among Bidders/Agents

A bidder shall not have conflict of interest with other bidders. The bidder found to have conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if;

- 5.1 They have controlling partner (s) in common; or
- 5.2 They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- 5.3 They have the same legal representative/agent for purposes of this bid; or
- 5.4 They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- 5.5 Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved.
- 5.6 Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.
- 5.7 In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar

restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

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

6. **TENDER FEE:**

- 6.1 The cost of tender document shall be INR 2,950/- (**Inclusive of GST**) and will be non-refundable. The cost of tender document shall be paid online through Payment Gateway on CPP Portal. The procedure for online payment of Tender Fee through Payment Gateway on CPP Portal is given in *Annexure –XVI*.
- 6.2 Govt. of India's Guidelines issued from time to time relating to exemption of tender fee shall be applicable to eligible bidders.

7. EARNEST MONEY DEPOSIT (EMD):

- 7.1 The earnest money amounting to INR ₹ 31,93,702/- (Rupees Thirty-One Lakh Ninety-Three Thousand Seven Hundred Two only) shall be paid online, through Payment Gateway on CPP Portal in favor of Airports Authority of India payable at New Delhi *or* in the form of Bank Guarantee (BG) as per *Annexure-VII* from a Scheduled Commercial Bank (as per RBI Schedule) having office in India. The EMD, if paid offline in the form of Bank Guarantee, then the original Bank Guarantee shall be submitted in the Office of Jt. GM (Tech.) Bid Manager on or before the date & time mentioned in Schedule of Important Activities. The procedure for online payment of EMD through Payment Gateway on CPP Portal is given in *Annexure –XVI*.
- 7.2 The Earnest Money Deposit shall be valid for a period of 180 days from the notified date of opening of the tender without any condition. In case of any extension of tender opening date, or delay in finalization of tender, the bidder shall extend validity of Earnest Money Deposit suitably.
- 7.3 Bidders shall provide the name, designation, address, Fax, email id & Phone number of the bank issuing BG for confirmation purpose.
- 7.4 Govt. of India's Guidelines issued from time to time relating to exemption of Earnest Money should be applicable to eligible bidders.
- 7.5 Bids received without EMD (other than those who are exempted from payment of EMD) as specified in the tender, shall be rejected out rightly.

7.6 **Refund of EMD:**

- 7.6.1 EMD of bidders who are disqualified in Pre-Qualification Criteria (PQC) or Technical Stage shall be returned/refunded after rejection of their bids.
- 7.6.2 EMD of all qualified bidders whose financial bids are opened (except the confirmed lowest bidder) shall be returned/refunded after award of order to successful bidder.
- 7.6.3 EMD of the successful bidder will be returned/refunded after receipt of Performance Bank Guarantee against Security Deposit for supply.
- 7.6.4 If AAI cancel this Tender process, then AAI will return the EMD of all Bidders for whom the EMD was not already forfeited and encashed.

- 7.6.5 AAI shall refund same amount as received from bidders towards EMD and in the same currency with no interest or any other expenses, whatsoever, in any manner to the bidder or its authorized representative.
- 7.6.6 The Bidder shall provide the requisite Bank Account details for return of EMD.

7.7 Forfeiture of EMD:

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

- 7.7.1 If the bidder withdraws or amends its bid or breach of the conditions of the tender or impairs or derogates from the tender in any respect within the period of validity of the tender.
- 7.7.2 If the successful bidder fails to enter into a contract with AAI within 30 calendar days (or an extended period as approved by the Accepting Authority in AAI) after the receipt of the purchase order / work order.
- 7.7.3 If the successful bidder fails to submit the contract performance bank guarantee as stipulated in the Terms and Conditions within 30 calendar days (or an extended period as approved by the Accepting Authority in AAI) after the receipt of the purchase order / work order.
- 7.7.4 If the bidder knowingly and willfully supplied incorrect information in the tender.
- 7.7.5 In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of un-conditional acceptance of terms and conditions of the tender *{Annexure-I (a)}*.
- 7.7.6 AAI may issue a Letter of Intent (LOI) to the declared L1 bidder and ask the bidder to accept the LOI unconditionally within the specified time. If the bidder fails to accept the LOI unconditionally, it will be construed that the Bidder is not interested in the offer. In such a situation AAI will encash and forfeit the EMD.

8. Payment of Tender Fee & EMD:

8.1 Online Payment of Tender Fee & EMD:

- 8.1.1 AAI has implemented acceptance of Tender Processing Fee and Earnest Money Deposit (EMD), to be paid online, through Payment Gateway on CPP Portal. The settlement of Tender Processing Fee, forfeiture / refund of EMD as per the case, will be executed through online mode except if EMD submitted in the form of Bank Guarantee (BG)-Paper Form.
- 8.1.2 State Bank of India (SBI) has been authorized by AAI as a Nodal Bank and its payment gateway has been integrated / mapped with CPP Portal for the collection of Tender Processing Fee and EMD through e-procurement portal from various bidders participating in e-Tendering / e-Procurement process. SBI shall hold the amount in Current/Savings Bank account till the time of finalization of tendering process. Bank will settle the Tender Fee of bidders as per the case. Bank will refund EMD to unsuccessful bidders and the EMD of L1 bidder will remain in the pooling account and after AOC (Award of Contract) completion on the portal, the L1 bidders EMD amount will be refunded to their source account.
- 8.1.3 For online payment of tender fee & EMD, bidder shall login to the portal https://etenders.gov.in/ with valid User ID (i.e. User ID mapped with Digital Signature Certificate) and can pay the requisite fees/amount as mentioned in NIT through Net Banking (SBI and Other Banks) and NEFT/RTGS. Further procedures for online payment of tender fee & EMD through payment Gateway are provided in *Annexure-XVI*.

8.2 **OFFLINE payment of EMD through Bank Guarantee:**

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

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

9. Performance Security

9.1 Performance Security or Performance Bank Guarantee (PBG) for Supply shall be submitted by the successful bidder after Award of Contract. PBG is required to ensure the performance of the contract. Performance Security shall be of an amount of 03 (Three) per cent of the supply cost of 09 Nos. Multipurpose Fire Tenders (including GST) as specified in the bid documents. Performance Security shall be furnished in the form of an irrevocable and unconditional bank guarantee from a Scheduled Commercial Bank, but not from Cooperative or Gramin Bank. Performance Bank Guarantee shall be valid for ninety (90) days beyond the date of completion of all contractual obligations of the supplier including Guarantee/Warranty obligations and shall remain valid as per provisional extension granted by the AAI. If the agency fails to extend the validity of the Performance Guarantee, the same shall be encashed by AAI and shall be returned only as per other provision of contract at discretion of AAI.

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

- a) In case of supply and commissioning, the PBG shall be submitted within 30 calendar days of issue of purchase order as per *Annexure V(a)* at AAI, CHQ having validity up to (Guarantee/Warranty Period i.e. 02 years + 90 days).
- b) Bidder shall submit separate Performance Bank Guarantee (PBG) for each equipment, for a value equal to 3% (Three percent) of the total contract amount for CAMC of equipment (including GST) at respective Consignee Airports/Regions as per *Annexure V(b)* and this PBG shall be valid for 90 days beyond the scheduled date of completion of CAMC period {i.e. validity shall be for 96 months + 90 days}. The bidder shall ensure that this Bank Guarantee is submitted at respective consignee Airport/ Regions before 30 days of commencement of CAMC of equipment at respective consignee Airport/ Regions.
- 9.3 In case the Contractor fails to submit the PBG within stipulated period, interest at 12% per annum on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from the first bill payable to the Contractor. In case, successful bidder fails to submit performance bank guarantee within 60 days of the issue of the letter of acceptance of bid (Purchase Order), AAI reserve the right to forfeit the EMD and cancel the order.
- 9.4 The Performance Security will be forfeited and credited to the accounts of AAI in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after duly performance and completion of the contract in all respects, after 90 (ninety) days of completion of all such obligations including the Guarantee/Warranty under the contract.
- 9.5 The Performance Security will be returned to the supplier on completion of all the contractual liabilities.
- 9.6 The performance Security shall be deemed to govern the following guarantees from the successful Contractor, in addition to the other provisions of the guarantee:
 - a. The successful and satisfactory operation of the equipment supplied shall be in accordance with the specifications and other relevant documents.
 - b. 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.
 - c. The performance guarantee is intended to secure the performance of the entire equipment. However, it is not to be construed as limiting the damages stipulated in any other clause.

10. Verification of Bank Guarantees:

10.1 Vendors shall ensure that Bank Guarantees shall be submitted to AAI directly by the issuing bank under Registered Post / Registered (A.D.) / Speed Post.

The submission of BG shall be in accordance with the *Annexure V(a)* for supply and commissioning at AAI, CHQ & *Annexure V(b)* for CAMC at respective Consignee Airport/Region and *Annexure-VII* (for EMD submitted in form of BG) at AAI, CHQ of the tender document.

10.2 The BG shall contain the name, designation and code number of the Bank officer(s) signing the guarantee(s); The no.) BG shall contain the address and other details (including telephone of the controlling officer of the controlling bank from the branch of the bank issuing the BG) for online verification of BG.

10.3 Verification through SFMS of ICICI Bank:

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

CORPORATE NAME: AIRPORTS AUTHORITY OF INDIA BANK NAME : ICICI BANK IFSC CODE : ICIC0000007 BG ADVISING MESSAGE: IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT) UNIQUE IDENTIFIER CODE: AAICORHQ

11. DEBARMENT IN CASE OF DEFAULT BY THE BIDDER:

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

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

- 11.6 Fail to honour the commitment to the Reverse Auction Price.
- 11.7 Fail to accept the Letter of Intent (LOI) / Purchase order within the stipulated time.
- 11.8 In case of non-compliance of Technical Specifications and Operational Performance as per Section-D of NIT, AAI holds the right to terminate the contract without any prejudice manner and forfeit the Performance Bank Guarantee, besides blacklisting of the firm.

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

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

12.2 **REGISTRATION**

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

12.3 SEARCHING FOR TENDER DOCUMENT

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

12.3.3 The bidders should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

12.4 PREPARATION OF BIDS

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

12.5 SUBMISSION OF BIDS

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

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

- 12.5.7 The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server System Clock).
- **12.5.8** All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- **12.5.9** The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- **12.5.10** Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- **12.5.11** The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Note:

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

12.6 ASSISTANCE TO BIDDERS

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

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

- **12.6.2** For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance. E-Mail: <u>cppp-doe@nic.in.</u>
- 12.6.3 For any technical Issues / Clarifications relating to the publishing and submission of AAI tender(s):
 - **a.** In order to facilitate the Vendors / Bidders as well as internal users from AAI, help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC https://etenders.gov.in. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).

b. Before submitting queries, bidders are requested to follow the instructions given in "Guidelines to Bidders" and get their computer system configured according to the recommended settings as specified in the portal at "System Settings for CPPP".

Sl. No.	Support Person	Escalation Matrix	E-Mail Address	Contact Numbers	Timings
1	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011 = .00 = > 0 0,	0800-2000 Hrs. (Mon-Sat)
	Sanjeev Kumar, Sr. Mgr. (IT)	After 4 Hours of issue	etendersupport@aai.aero_or sanjeevkumar@aai.aero	· · · ·	0930-1800 Hrs. (Mon-Sat)
3	Sh. Dharmendra Kumar, Jt. GM (IT)	After 12 Hours	dkumar@aai.aero		0930-1800 Hrs. (Mon-Sat)
4	General Manager (IT)	After 03 Days	gmitchq@aai.aero		0930-1800 Hrs. (Mon-Sat)

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

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

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

12.7 Pre-Bid Conference/Meeting:

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

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

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

12.7.7 Please note that AAI expects the bidders to comply with all tender specifications/ conditions which have been frozen after Pre-Bid Conference and hence non- conforming bids shall be rejected outrightly without seeking any further clarification.

13. Schedule of Important Activities:

Sl.	Activity	Date & Time in IST			
No.					
1.	Published Date	02.06.2022 at 1400 Hrs. (IST)			
2.	Bid Document Download / Sale Start Date	02.06.2022 from 1400 Hrs. (IST)			
3.	Clarification start date	02.06.2022 from 1400 Hrs. (IST)			
4.	Clarification end date	13.06.2022 at 1800 Hrs. (IST)			
5.	Date & Time of Pre-Bid Meeting with vendors	17.06.2022 at 1430 Hrs. (IST)			
6.	Closing Date & Time for response to clarification by	28.06.2022 at 1800 Hrs. (IST)			
	AAI				
7.	Bid Submission Start Date	29.06.2022 from 1000 Hrs (IST)			
8.	Bid Submission End Date	20.07.2022 at 1800 Hrs (IST)			
9.	Last Date of submission of Original Bank Guarantee	22.07.2022 at 1800 Hrs (IST)			
	towards (if EMD not paid through online mode), signed				
	hard copy of Unconditional Acceptance Letter, Power of				
	Attorney/Authorization of Bidder and signed Pre-				
	Contract Integrity Pact.				
10.	Date of Opening of PQQ & Technical Bids	25.07.2022 at 1100 Hrs (IST)			
11.	Last Date of submission of signed hard copies of	Prior to opening of Financial bid.			
	Annexure-VIII, Form-I, Form-II, Form-III & Form-IV				
	for bidders claiming purchase preference under Make in				
	India Policy.				
12.	Date of Opening of Financial Bids	26.08.2022 at 1500 Hrs. (IST)			
13.	Date & Time of Reverse Auction.	Will be intimated after opening of			
		Financial Bid.			
Note:	Note: AAI may its discretion, extend/change the schedule of any activity by issuing an addendum /				
corrigendum on the e-Procurement Portal at http://etenders.gov.in/eprocure/app . In such cases, all					
right a	right and obligations of AAI and the Bidders previously subject to the original schedule as extended.				

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

15. Amendment to Tender document:

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

16. Period of Validity of Bids:

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

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

- **17.1** The bid is invited from OEM of the Fire Tender, who are "Class-I Local Supplier" or "Class-II Local Supplier" as defined in Public Procurement (Preference to Make in India), Order 2017 and subsequent revisions thereof. **Following documents are required for Pre-Qualification Criteria (PQC).**
 - 17.1.1 Valid Certificate of Incorporation for Public / Private Limited Company / firm issued by Appropriate Authority. Registered partnership deed in case of Partnership firm or Self-attested copy of certificate/licence issued by appropriate Authorities/ Department/Body or Chamber of Commerce/ GST certificate in case of proprietary firm.
 - 17.1.2 Self-attested letter from authorized signatory of the firm as a proof of being Original Equipment Manufacturer (OEM) of Fire Tender.
 - 17.1.3 In case the bidder falls in the category of bidders defined under Order (Public Procurement No.1) dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India vide F. No. 6/18/2019-PPD} and its revisions thereof, Self-attested copy of Registration certificate of the bidder with Competent Authority shall be submitted. Registration should be valid at the time of submission of Bid and should also remain valid at the time of acceptance of the bid. (*Annexure XVII & Annexure XVIII*).
 - 17.1.4 Self-certificate which clearly specifies whether the bidder is participating as Class-I Local Supplier or Class-II Local Supplier along with the details of location where local content to be added and also certificate specifying the percentage of local content from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplies other than companies). (Annexure VIII & Form I, II, III & IV). The bidder should submit filled and signed Forms -I, II, III and IV in sealed envelope (Make in India envelope) to bid manager in original hard copy such that the documents should reach before scheduled date of opening of price bid as per tender clause 17.6.
 - (Note: The bidder should not upload scanned copies of Form I, II, III & IV along with PQQ/Technical bid).

All certificates issued by Chartered Accountant for local content under Make in India Policy should have UDIN, if applicable.

- 17.1.5 Self-attested copy of Income Tax Registration document i.e. Permanent Account Number (PAN).
- 17.1.6 Self-attested copy of Tax Registration document i.e. Goods and Service Tax (GST).

17.2 EXPERIENCE:

17.2.1 The bidder should have successfully completed the *similar works in the last 7 (Seven) years as on date of submission of bid as per the following value / quantity criteria.

Value Criteria:

- a). One Work Order of value equal to INR ₹ 8.08 Crores or more.
 - Or
- b). Two separate Work Orders, each for a value equal to INR ₹ 5.05 Crores or more.

Or

c). Three separate Work Orders, each for a value equal to INR ₹ 4.04 Crores or more.

Quantity Criteria:

a). One Work Order of quantity equal to 07 (Seven) Nos. or more.

OR

Or

b). Two separate Work Orders, each for a quantity equal to 05 (five) Nos. or more.

Or

c). Three separate Work Orders, each for a quantity equal to 04 (four) Nos. or more.

*Similar works shall mean "Supply of Fire tender built on truck chassis".

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

Details to be submitted as per format below:

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

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

- 17.2.2 Documents required for Experience in respect of para 17.2.1 above:
 - a) Copies of Purchase Order.
 - b) Copies of Invoices for each purchase order issued.
 - c) Completion Certificate / Commissioning Certificate / Delivery Receipt or any other relevant documents to establish the required experience as per Clause No. 17.2.1 and its subsequent sub clauses indicating reference Purchase order/Invoice. The Completion / Commissioning Certificate or any other relevant documents should clearly indicate the following:
 - i. Purchase Order No. or Contract No.,
 - ii. Date of Completion,
 - iii. Value/ Quantity of Award,
 - iv. Contact details of end user where Fire Tenders have been supplied and commissioned viz email id, phone/mobile no. & address for communication.
 - **Note:** In case of participation under value criteria, the price / value in documents like invoice/purchase order/completion certificate must be clearly visible.
- 17.2.3 The Indian Subsidiary Company can use the Experience of its Foreign Principal OEM, if OEM owns 100% of Subsidiary Company. The bidder shall submit documentary evidence to prove that Indian company/Firm is indeed a 100% subsidiary or branch of a foreign company. The bidder shall produce balance sheet showing equity holdings or certificate by the company Chartered Accountant/auditors showing equity holding patterns between the Foreign principal company and its Indian subsidiary/branch or a certificate by the foreign principal company that the Indian company is their wholly owned subsidiary (which should be duly notarized) and the Indian subsidiary company/branch may be allowed to participate in the AAI tenders. The foreign principal must submit an undertaking to provide all required technical knowhow to Indian firm for successful completion of the project as per *Annex-XXV*.
 - 17.2.4 AAI shall at its discretion may ask the bidder(s) to submit the proof of deposit of VAT / GST / Equivalent Tax/TDS amount deposited with the Government Authorities with reference to the details mentioned at para 17.2.1 above.

17.2.5 **Proof of satisfactory Performance:** Bidder shall submit Satisfactory Performance Certificate for more than one year of use of Fire Tenders supplied during last (07) seven years from the date of submission of bid from at least one end user in respect of the experience of the works claimed by bidders against para 17.2.1 above. The bidder shall provide the contact details, email id, phone/mobile no. & address of above end users for communication.

17.3 TURNOVER

- 17.3.1 Average annualized financial turnover: Bidder should have annualized average financial turnover of at least INR ₹ 3.03 Crore during last three financial years ending 31st March 2021 or 31st December 2021 as the case may be in their country.
- 17.3.2 **Self-Attested copies of documents required for Turnover**: Abridged balance sheet along with Profit & Loss Account of the bidder for the last three financial years (2018-2019, 2019-20 and 2020-2021) for F.Y. ending in March 2021 or 2019, 2020 and 2021 for F.Y. ending in December 2021 as the case may be in their country.
- 17.3.3 Indian Bidders have to submit UDIN generated documents like Balance Sheet/ Turnover certificate, Tax Deduction at Source (TDS) Certificates for Non- Govt. works etc. as per NIT conditions duly certified by CA and having UDIN. The documents submitted by bidders without UDIN shall not be entertained.

17.4 **RESOURCES FOR CAMC OF MULTIPURPOSE FIRE TENDERS:**

- 17.4.1 The bidder shall have adequate facilities to carry out Maintenance of Multipurpose Fire Tender for 02 years during Guaranty/warrantee period thereafter 08 years during Comprehensive Annual Maintenance Contract (CAMC) period at various airports in India in terms of personnel, equipment and manufacturing facilities.
- 17.4.2 **Documents required to be submitted in support of above clause**: Bidder shall submit a self-certification that it has adequate infrastructure, resources and trained manpower etc. for carrying out maintenance of MFT.

17.5 Other Documents Required to be submitted:

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

17.6 Purchase Preference under Make in India Policy: -

- 17.6.1 With reference to *Annexure-XV*, Public Procurement (Preference to Make in India), Order 2017, Revision; regarding", dated 16th September, 2020 issued by Public Procurement Section, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry revision thereof shall be applicable.
- 17.6.2 The following paras shall be considered for evaluation of Make in India Component: -
- **17.6.2.1** The bidder who wish to avail preference under Make in India policy should submit the undertaking as per *Annexure VIII* for submission of Make in India documents in PQQ documents stating that the rates quoted towards local content shall not be less than 50% of total quoted amount (as per BOQ).
- **17.6.2.2** The bidder shall submit the details as per Form-III i.e. calculation of local content in goods/services provided in Make in India policy available in tender document. These details should match with the rates quoted in Schedule of quantities (i.e. submitted price bid), failing which AAI shall have full rights to consider their bid as non-Make in India bid and price preference as per the provision of Make in India policy shall not be applicable even though the local content is more than 50%.
- **17.6.2.3** The bidder should submit filled and signed Forms -I, II, III and IV in sealed envelope (Make in India envelope) to bid manager in original hard copy such that the documents should reach before scheduled date of opening of price bid. In case of non-submission of these documents till scheduled time and date, their bid shall be treated as Non-Make in India bid.
- **17.6.2.4** The sealed envelopes containing Forms-I, II, III & IV as above shall be opened after completion of reverse auction process. Accordingly, eligibility of make in India bidders shall be verified based on the local content and L-1, L-2, L-3 etc., shall be finalized.
- 17.6.3 The cost involving services such as transportation, insurance, installation, commissioning, training and after sales service support like CAMC etc. cannot be claimed as local value addition for Class-I local supplier/Class-II local supplier under "Make in India" Policy.
- 17.6.4 False declarations will be a breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 17.6.5 Purchase preference to Class-I local supplier and verification of local content will be as per the latest order dated 16.09.2020 (Order No. P-45021/2/2017-PP(BE-II) and subsequent amendment P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021 (and revision thereof) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, Government of India).

17.7 JOINT VENTURE.

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

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

- 17.7.2 Joint venture firm as a single unit or each member of consortium should have Permanent Account Number (PAN).
- 17.7.3 A detailed and valid agreement exists between the consortium members defining clearly role, responsibility and scope of work of each member along with nomination of leader for the purpose of work under consideration, commensurate with their experiences and capabilities and a confirmation that the members of the consortium assume joint and several responsibilities. It shall be mandatory for lead partner to attend all progress review meetings and shall be answerable to all issues relating to the project.
- 17.7.4 The leader of the consortium of firm shall meet 80% of the Pre-Qualification Criteria (PQC) of NIT and shall accept overall responsibilities of contractual obligations for the total scope of work during execution and up to defects liability period. Second partner of the consortium shall meet 40% of the PQC.

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

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

- a) Self-attested copy of Technology collaboration agreement / transfer of technology agreement.
- b) Self-attested copy of certificate for intellectual property rights held by foreign manufacturer.
- c) Name and address, contact numbers, email Id's.
 In case of participation under Para 17.8 above, the bidder may use the experience of its OEM, who is transferring the technology, to meet the experience criteria required under para 17.2.

18. POST TENDER QUALIFICATION FOR TECHNICAL EVALUATION:

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

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

19. PREPARATION AND SUBMISSION OF BIDS:

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

19.1 PQQ BID SUBMISSION:

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

Sl.	NIT	Eligibility Criteria	Documents required to be uploaded
No.	Para	The law Day	
1.	6	Tender Fee.	Proof of payment of Tender Fee.
		(Tender Fee shall be paid online through Payment Gateway on CPP Portal)	
2.	7	Earnest Money Deposit	Proof of payment of Earnest Money
۷.	/	Earnest Woney Deposit	Deposit through online mode / Self-
			attested scanned copy of BG (if EMD
			not paid online) as per <i>Annexure- VII</i> to
			be uploaded.
3.	17.1.1	Valid Certificate of Incorporation for	Self-attested scanned Copy of the
5.	17.1.1	Public / Private Limited Company / firm	documents.
		issued by Appropriate Authority.	documents.
		Registered partnership deed in case of	
		Partnership firm/ GST certificate in case	
		of proprietary firm.	
4.	17.1.2	Declaration of being an Original	Self-attested letter from authorized
		Equipment Manufacturer (OEM).	signatory to be uploaded.
5.	17.1.3	Self-attested copy of registration	Self-attested Scanned copy of
		certificate of the bidder with Competent	Annexure- XVIII
		Authority, if applicable, as per	
		Annexure XVII & Annexure XVIII.	
6.	17.1.4	Class-I Local Supplier or Class-II Local	Self-attested Scanned Copy of Annexure
		Supplier	– VIII.
			(Note: The Bidder should not upload
			the scanned copies of Form – I, II, III & IV)
7.	17.1.5	Valid GST and Permanent Account	Self-attested Scanned copy of GST and
	&	Number (PAN) (for Indian bidders and	Permanent Account Number (PAN).
	17.1.6	Foreign registered firm having	
		Permanent Establishment in India).	
8.	17.2.1	Documents for Experience.	Self-attested Scanned copies of the
	&		documents.
	17.2.2		
9.	17.2.3	In case of Indian Subsidiary Company,	Self-attested Scanned copies of the
		documentary evidence to prove that	documents as per Annexure-XXV
		Indian company/Firm is indeed a 100%	
		subsidiary or branch of a foreign	
10.	17.2.5	company Proof of satisfactory Performance	Self-attested Scanned copies of
10.	17.2.3	rissi of substactory reformance	Satisfactory Performance Certificate
			from at least one end user airport.
11.	17.3	Document for Turnover	Self-attested Scanned copies of the
	1.10		balance sheet along with Profit & Loss
			Account of the bidder for the last three
			financial years.
			Indian Bidders should submit UDIN
			generated documents as per clause
			17.3.3.
12.	17.4	Documents for Resources.	Self-certification on company's letter

			head.		
13.	17.5.1	Unconditional Letter of Acceptance.	Scanned Copy of <i>Annexure-I</i> (<i>a</i>).		
13.	17.5.2	Proforma for Undertaking that the			
14.	17.3.2	bidder has not been blacklisted or any	Scanned Copy of <i>Annexure-I</i> (b).		
		case is pending against the bidder.			
15.	17.5.3	Power of Attorney (POA) as <i>per</i>	Seenned Conv. of Dower of Atterney of		
15.	17.3.3	Annexure XXIV, if applicable.	Scanned Copy of Power of Attorney as per <i>Annexure XXIV</i> .		
16.	17.5.4	Pre-Contract Integrity Pact	Scanned Copy of <i>Annexure-IX</i> .		
10.	17.5.5	NIL deviation declaration from laid			
17.	17.3.3		Declaration as per Annexure- XX to be uploaded.		
18.	17.5.6	down requirements in tender document	*		
16.	17.3.0	Digitally signed tender document along	Digitally signed tender document along with all corrigendum/addendum to be		
		with all corrigendum/addendum as a proof that bidder has understood all the	uploaded		
		terms and conditions of tender.	uproaded		
19.	17.5.7	Tender form for execution of work &	Salf attacted accurate come of Tandan		
19.	17.3.7		Self-attested scanned copy of Tender		
20.	17.5.8	conditions as per Annexure-VI	Form as per Annexure-VI.		
20.	17.3.8	GST undertaking as per Annexure-X	Self-attested scanned copy of GST		
21	17.6	For the hidden nonticipating under	undertaking as per Annexure-X Self-attested Scanned Copy of		
21.	17.0	For the bidders participating under	Self-attested Scanned Copy of undertaking as per <i>Annexure-VIII</i>		
22.	17.7	"Make in India Policy".	Copy of detailed and valid agreement		
22.	1/./	For the bidders participating as Joint			
		Venture	and other relevant document as per clause 17.7		
23.	17.8	Manufacture under license/technology	Self-attested Scanned copies of the		
23.	17.0	collaboration agreements with phased	documents.		
		indigenization:	documents.		
24.	24	<u> </u>	Self-attested scanned copies of the		
24.	24	Any concession/ exemption under registration with NSIC/MSME OR	documents.		
		Seeking Benefit under Start-up Policy	documents.		
		OR Purchase Preference to Central			
		Public Sector Undertaking in relevant			
		field.			
25.	-	Check List	Self-attested scanned copy of check list		
			to be submitted as per <i>Annexure-XIX</i>		

Note:

- i. The original documents as uploaded against Sr. No. 2, 13, 15 & 16 above, shall be submitted in the Office of Jt. GM (Tech) Bid Manager before the Bid Opening Date as stipulated in "Schedule of Important Activities" of this tender. Failing which, bidders shall be liable to rejection.
- **ii.** MSME/NSIC bidders shall upload copy of their valid Registration Certificate for the purpose of verifying their claim for exemption of EMD. The Bid Manager may ask the Bidder to produce the original for verification as part of the evaluation process and bids of the Bidders who fail to produce the original, shall be liable to rejection.
- **iii.** Tender shall be submitted in English language, if any of the supporting documents is submitted in any language other than English, then:
 - a) For Indian languages, the translated English version duly notarized by Indian Notary.
 - b) For Foreign languages, the translated English version shall be duly certified by the Indian Embassy situated in the country of the bidder. The bid is liable for rejection/cancellation, if information

provided is found to be false at any stage. Besides this, EMD and Performance Bank Guarantee is liable to be forfeited and the bidder is liable to be debarred / blacklisted.

- c) All supporting documents submitted with the bid should be self-certified & stamped by the firm and serially numbered.
- d) The translated version self-certified by the bidder shall be admissible in case the translated version, as per above is not submitted by the bidder due to the paucity of time. However, translated version as per above, shall be submitted by the bidder as early as possible to the bid manager and in case of non-compliance, tender of the bidder who has not fulfilled the above requirement is liable to be rejected.

19.2 SUBMISSION OF TECHNICAL BID:

The following documents shall be submitted for Technical Bid evaluation:

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

1	2	3	4	5
NIT	Technical	Technical Parameters/	Complied/	Reference page
para No.	Specification	Specifications of Multipurpose	Not	no. of supporting
	of AAI	Fire Tenders offered by the bidder	Complied	documents
		in its technical bid with details of		submitted as
		make & model, data sheet of		Technical bid.
		Assembly, Sub assembly and		
		accessories.		

- 19.2.2 Undertaking regarding Availability of Spares (Annexure-XII).
- 19.2.3 NIL deviation statement in respect of technical specifications (Section-D) (Annexure XXI).
- 19.2.4 Details of Maintenance Activities proposed to be carried out during Guarantee/Warranty Period and CAMC period as per supplier/manufacturer standards.
- 19.2.5 The bidder shall assume complete responsibility for the design, construction, and performance of all component parts of the complete vehicle and its accessories and shall submit self-certification that the completed vehicle shall meet the requirements of Tender Conditions.

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

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

Note:

1. The language of all documents under Para 19.2 above and manuals, instructions, technical documentation, etc. to be provided under this contract in future, by successful bidder, shall be in English language.

2. Technical Bid, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and will be liable to be rejected.

19.3 SUBMISSION OF FINANCIAL BID:

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

- 19.3.1 Bidders are required to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The standard format for price bid i.e. BoQ format (BoQ_xxxx.xls) has been given with the tender document, the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the green coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 19.3.2 It shall be clearly understood and noted that Financial Bid of the tender document is for pricing alone. No condition, whatsoever, shall be stipulated in this part. Everything that the bidder has to say, regarding tender, other than pricing shall be stated only in Technical Bid of the tender.
- 19.3.3 If any condition stipulated above (Para 19.3.2), is found violated, the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the EMD besides blacklisting the firm.
- 19.3.4 The prices quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account, except statutory Indian govt. taxes and levies in India.
- 19.3.5 AAI reserves the right to reject any or all tenders without assigning any reason. The Financial bids of the bidders who do not qualify in Technical bid evaluation shall not be opened. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it. The documentation submitted by bidders shall not be returned.
- 19.3.6 Original document of Financial Bid shall not be submitted as hard copy to AAI in any case.
- 19.3.7 Charges for Comprehensive Annual Maintenance Contract (CAMC) has been fixed as percentage of Basic Price in INR & it shall be calculated automatically in BoQ based on Basic Price quoted by the bidder.
- 19.3.8 Item-rates in BOQ shall be quoted by the bidder incl. of all taxes, duties, cess, fee, royalty charges etc. levied under any statute but exclusive of GST. GST shall be paid to the contractor for any taxable supply/services against a valid tax invoice as per terms & conditions of the contract.

20. OPENING & EVALUATION OF PQQ & TECHNCIAL BID:

20.1 Evaluation of PQQ Bids:

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

20.1.3 The technical bids of eligible Bidders shall only be considered for evaluation.

20.2 Evaluation of Technical bid:

- 20.2.1 AAI shall evaluate the bids to determine whether they are complete, the documents have been digitally signed and the bids are in order.
- 20.2.2 The objective of the evaluation is to select a bidder that can provide the desired service with maximum efficiency and quality and meeting the Technical Specifications defined in Section-D.
- 20.2.3 AAI will determine the responsiveness of each bid to the Bid documents. For purposes of these clauses, a responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. AAI's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as non-responsive will be rejected by AAI.
- 20.2.4 Tenders received and accepted shall be evaluated by AAI to ascertain the complete scope contained in the tender document.
- 20.2.5 Tenders meeting Technical bid criteria as specified herein shall only be informed and considered for opening and evaluation of financial bid. However, tenders not meeting Technical bid criteria shall be informed for not meeting the technical bid criteria.
- 20.2.6 To shortlist technically qualified bidders, the Technical Bids shall be scrutinized by AAI to ensure whether the same are in conformity to Technical specifications as per tender. Bidders shall provide complete information to substantiate compliance of the technical specification listed in the tender. In case of incomplete compliance statement or inadequate information, tenders shall be finalized on the basis of the information available. It shall, therefore, be in the bidder's interest to give complete and comprehensive technical particulars while submitting the bid.
- 20.2.7 AAI may seek clarification on technical details or any other information deemed necessary. Such queries raised on-line on e-Procurement Portal <u>https://etenders.gov.in/eprocure/app</u> shall be replied on-line positively by the bidder, within the time specified, failing which the evaluation shall be done on the basis of the information available.
- 20.2.8 At no cost to AAI, as a part of Technical Evaluation, bidders participating in this tender may be required to demonstrate operational and technical requirements or specifications, at a location considered fit by bidder in consultation with AAI.
- 20.2.9 Bidder should have resources in place, as specified in eligibility conditions. If required, the Technical Evaluation Team may visit the factory premises of the firm as well as assess the performance of Multipurpose Fire Tender.
- 20.2.10 If any document submitted in 'Technical Bid' is found to be false or fabricated, EMD shall be forfeited, besides black listing of the bidder.
- 20.2.11 Airports Authority of India reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder.
- 20.2.12 In case of non-compliance to the Technical Specifications as per Section-D of NIT by the bidder, AAI holds the right to terminate the contract without any prejudice manner and forfeit the EMD, Performance Bank Guarantee, besides blacklisting/debarment of the firm.

21. OPENING AND EVALUATION OF THE FINANCIAL BIDS:

21.1 Opening of Financial Bid:

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

21.2 Evaluation of Financial (Price) Bid:

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

21.3 Comparison and Evaluation of Tender:

- **21.3.1** Prior to detailed evaluation, the AAI will determine the substantial responsiveness of each Tender document. A substantial responsive Tender is one, which confirms to all the terms and conditions of the Tender.
- **21.3.2** A tender is determined as not responsive, if tender is submitted incomplete, annexures are not filled up, unconditional acceptance letter, power of attorney, and integrity pact not found in proper form, such tenders are liable to be rejected by AAI.
- **21.3.3** Only those tenderers who are meeting the eligibility criteria spelt out in Notice inviting e-tender and their Cover-1 shall only be opened. The Pre-qualification & technical documents submitted in Cover-1 will be examined and their offer shall be evaluated to determine whether they are complete, meets tender requirements, free from computational errors, whether the data have been properly filled up, and whether the requisite documents as detailed have been submitted in conformity to the Tender specifications, drawings and conditions.
- **21.3.4** Cover -2 (Financial) of only those tenderers whose documents submitted in Cover-1 are acceptable to AAI will be evaluated.

22. ONLINE REVERSE AUCTION:

- 22.1 This e-tender shall be decided on the basis of online Reverse Auction after opening of financial bid.
- 22.2 Bidders whose Technical bids are accepted and are eligible for opening of the financial bids shall only be allowed to participate in Online Reverse Auction.
- 22.3 Electronic Reverse Auction is a type of auction (classified as dynamic procurement method) where the starting price, bid decrement, duration of auction, maximum number of automatic extensions are announced before start of online reverse auction. If required, Reverse Auction (RA) may be preceded by an e-Procurement process to shortlist competent bidders who would be allowed to participate in the RA. The shortlisted bidders can participate online in the RA after the published time in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within the duration of the RA.

22.4 A detailed process for RA is detailed below: -

- 22.4.1 Reverse Auction will be conducted after financial bid opening on L1 price, where-in only L1 consolidated price shall be visible to the bidders (Vendor details shall not be available at this stage to any one).
- 22.4.2 The Reverse Auction shall be conducted on the overall tender prices and not on individual components.
- 22.4.3 Reverse auction will be conducted online with vendors from their own offices.
- 22.4.4 Reverse auction process will be conducted for a period of one hour where the bidders will be allowed to reduce their prices.
- 22.4.5 In case any bidder submits the price within 5 minutes of closing of reverse auction timing, the system will automatically extend the reverse auction time to further 15 minutes. All participant bidders can reduce the price during this time.
- 22.4.6 If the above situation repeats, i.e. a bidder submits price reduction in last 5 minutes of closing of auction, further 15 minutes extension will be automatically allowed.
- 22.4.7 The number of extensions in RA cannot be restricted. System has the provision to perform auto extension.
- 22.4.8 System will allow the Bidder to quote between the limit which is decided by Max Seal Percentage that has to be defined by the purchaser as X percent (%) at the time of Auction Creation. The Value should be in the Multiple of Decrement Value mentioned by purchaser.
- 22.4.9 <u>Minimum decrement</u>: Minimum decrement shall be the minimum amount a bidder has to reduce in order to beat a higher bid. This shall only be in 'absolute value' fixed by AAI and will be available as "Decremental value" in e-auction 'Basic Details' window.
- 22.4.10 After Auction end time, System will generate price comparative chart, which will show the names and rates of bidders quoted in the tender as well as (L1) rates quoted by them in the auction.
- 22.4.11 The rates received in the Auction shall be final and shall be inclusive of all costs as per the published BOQ. No extra amount on any count for the published BOQ shall be agreed.
- 22.4.12 *Elapse Time in Minutes*: System will alert the Bidder that in the time mentioned, the Auction is going to end.
- 22.4.13 Please note that total reverse auction time will be limited as per the date & time specified. No further extension can be granted in any case.
- 22.4.14 Bidders are advised to prepare well in advance regarding maximum reduction they can offer on their proposal keeping in view the limited time allowed for reverse auction.
- 22.4.15 The due date and time of conduct of Reverse Auction and price bid opening shall be intimated in advance to the bidders, through e-procurement portal. Bidders may contact Helpdesk for the guidance on Reverse Auction process.
- 22.4.16 After selection of L1 bidder (if L1 price is received through Reverse Auction), itemized cost for the successful bidder shall be calculated by the system by reducing the tendered items cost (quoted price as per Schedule) on pro-rata basis. For this purpose, reduction in the overall price from reverse auction is applied on pro-rata basis to each item of Schedule and accordingly contract shall be awarded. **The**

EMD of bidder who fails to honour his commitment to the Auction price in the bid process shall be forfeited, besides blacklisting the firm.

23. AWARD OF CONTRACT:

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

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

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

25. REJECTION OF TENDER:

- 25.1 The Financial bids of the bidders who do not qualify in Technical bid evaluation shall not be opened. AAI also reserves the right at its sole discretion not to award any order under the tender. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it.
- 25.2 Tenders, in which any of the particulars and prescribed information is vague, missing or is incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive, and are liable to be rejected. If the bidder gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the Contract, if awarded, the Performance Bank Guarantee will be forfeited.
- 25.3 The information contained in the tender shall be comprehensive and to the point. The tenders containing information other than sought, with a motive to confuse or delay the finalization process are likely to be rejected.
- 25.4 Canvassing in any form in connection with the tenders is strictly prohibited, and the tenders submitted by the Contractors who resort to Canvassing are liable for rejection.
- 25.5 Should a bidder have a relation or relations employed in the capacity of an officer in AAI, the authority inviting tender shall be informed of the fact along with the offer, failing which AAI, at its sole discretion shall reject the tender or cancel the contract and forfeit the Earnest Money Deposit/ Performance Bank Guarantee.

- 25.6 Bidders shall not try to influence AAI on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to influence AAI in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.
- 25.7 AAI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders due to AAI's action on any grounds whatsoever. The documentation submitted by bidders shall not be returned.
- 25.8 The Bidder should not write/quote **NIL** in any of the line item otherwise the tender shall be rejected. In case the bidder does not want to quote any amount for any line item they may quote amount as **00.00** in their financial bid since the range of Bid will be Rs. 00.00 onwards.

26. IMPLEMENTATION OF INTEGRITY PACT (IP):

- 26.1 Signing of Integrity Pact (*Annexure -IX*) is mandatory for every bidder participating in this tender and the contractee who is awarded the work. The Pact signed on each page by the person authorized by bidder/sub-contractor/associate to sign the bid for submission or the person authorized to sign the contract on behalf of successful bidder shall be submitted by the bidder in PQ/Technical bid along with EMD and be enclosed with the agreement by the contractee
- 26.2 IP shall be signed on **plain papers**, which is pre-signed by tender issuing authority / contract signing authority as per *Annexure –IX*. Updates with regard to Integrity Pact may please see on AAI website by following the access path Vigilance > Vigilance Events > Integrity Pact.
- 26.3 All sub-contractor/associates (Indian Associate) whose contribution in the project is Rs. 2.5 crores or above shall sign Integrity Pact with the Authority after the work is awarded to the successful bidder. All bidders shall inform their sub-contractors/associates accordingly.
- 26.4 A person signing IP shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.
- 26.5 The Independent External Monitors (IEMs) for this work shall be Mr. J.K. Khanna, IPS (Retd.), E-mail: jkkhannaips@yahoo.com, Phone No. 9810940403 / 0120 4322330 and Mr. R. Ramanujam, IAS (Retd.), E-mail: raamaanuj@gmail.com, Phone No. 044-24642545 / 9495511954 / 9444861953. All correspondences regarding implementation of Integrity Pact should be made preferably through E-mail. "No Bid procedure related query shall be referred to independent External Monitors (IEMs)".
- 27. AAI Reserves the right to verify the credential submitted by the bidder at any stage (before or after the award of work). If at any stage, any information / documents submitted by the bidder is found to be incorrect / false or have some discrepancy which disqualifies the bidder then the AAI shall take the following action:
 - i. Forfeit the EMD and Performance Bank Guarantee submitted by the bidder.
 - ii. The bidder shall be liable, for debarment from the tendering in AAI, apart from any other appropriate contractual / legal action.
- **28.** If the entity participating in any of the bidders is a private or public limited company, partnership firm or proprietary firm and any of the Directors / Partner / Proprietor of such company is also a director any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed to participate in AAI tenders. If it is established, at any point of time, before or after the award of work, the contract

shall be immediately terminated and bidder shall be liable to be blacklisted and Performance Bank Guarantee submitted along with the tender shall be forfeited absolutely.

29. Address for Correspondence:

All completed tender documents for verification and enquiries regarding clarification/ interpretation in connection with this tender, other than e-tendering procedures & Technical support, shall be addressed to:

Jt. General Manager (Technical)

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

GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 **DEFINITION OF TERMS:**

- a) **Authority:** "Authority" shall mean the Chairman, Airports Authority of India.
- b) **Consignee**: "Consignee" means where the stores are required by the agreement /acceptance of tender to be despatched by rail, road, air or steamer, the portion specified in the agreement/acceptance of tender to whom these are to be delivered at the destination, where the stores are required by the agreement /acceptance of tender to be delivered to a person as an interim consignee for the purpose of despatch to another person, such other person, and in any other case the person to whom the stores are required by the agreement/acceptance of tender to be delivered in the manner therein specified.
- c) **Contract:** "Contract," means the invitation to tender, instructions to bidders, tender, agreement/acceptance of tender particular and the general and special conditions specified in the acceptance of tender and include a repeat order, which has been accepted or acted upon by the contractor.
- d) **Codes:** "Codes" shall mean applicable codes of the country of origin of equipment and India.
- e) **Delivery:** "Delivery" shall mean stores to be supplied in finished and completely ready-for-use condition. The delivery shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of the Inspector, to
 - i. The consignee at his premises or
 - ii. Where so provided the interim consignee at his premises.
 - iii. A carrier or other person named in the contract as an interim consignee for the purpose of transmission.
 - iv. The consignee at the destination station in case of contracts stipulating for delivery of stores at destination station.
- f) **Completion:** "Completion of work" i.e. supply of equipment in good condition at site.
- g) **Inspector:** "Inspector" shall mean the authorized representative of the purchaser to act as Inspector for purpose of this contract.
- h) **Material:** "Material" means anything used in the manufacture or fabrication of the stores.

i) Technical specification includes-

- i. Specification
- ii. Drawings
- iii. Pattern bearing the seal and signature of the Inspector (herein after called sealed pattern), which shall also include a certified copy there of sealed by the purchaser for the guidance of the Inspector.
- iv. Sample sealed by the purchaser for the guidance of the inspector (herein after called the certified sample), which shall include a certified copy thereof sealed by the purchaser for the guidance of the inspector.
- v. Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standards Institute or other standardizing authority or a general standard of the Industry.
- vi. Proprietary mark or brand means the mark or brand of a product, which is registered by an industrial firm.
- vii. Any other details governing the construction, manufacture or supply of stores as may be prescribed in the contract.
- j) **Purchaser:** "Purchaser" shall mean the Airports Authority of India which term also includes their successors in law.
- k) Contractor: "Contractor" shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successor of such firm or company and the permitted assigns of such individual or firm or firms or company.

- Engineer/Technical-in-Charge: "The Technical-in-charge", means the GM/Jt.GM /Dy. GM/Asst.GM/ Sr. Manager/ Manager/Asst. Manager/JE (Technical / MM) who shall supervise and be in charge of the work at each site.
- m) **Work:** The expression "works" shall unless be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- n) **Site:** The "Site" shall mean the land and /or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- o) **Test:** "Test" shall mean such that or tests as are prescribed in specifications to be made by the purchaser or his nominee, after assembly ex-works before the equipment is taken over by the purchaser.
- p) **Performance of work:** The work shall be performed at the place or places named in the contract or at such other place or places as may be approved by the purchaser.
- q) **Stores:** "Stores" means the goods specified in the schedule, which the contractor has agreed to supply under the contract.
- r) **Writing:** "Writing" shall include any manuscript, type-written or printed statement under/over signature or seal of either of the parties as the case may be.
- s) **CAMC:** "CAMC" means all-inclusive Comprehensive Annual Maintenance Contract of the equipment which includes preventive, routine and break down maintenance including supply of all spares, during the currency of contract and consumables etc. but excluding petrol, diesel & diesel exhaust fluid and ensuring satisfactory working condition of the equipment.
- t) **MFT:** MFT means Multi Purpose Fire Tender.

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

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

2.3 ADDRESS OF THE PARTIES AND NOTICES AND COMMUNICATIONS:

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

2.4 SUFFICIENCY OF TENDER:

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

2.5 PERFORMANCE BANK GUARANTEE:

2.5.1 Performance Bank Guarantee for Supply and Commissioning:

- a) The performance guarantee is intended to secure the performance of the entire contract (supply & commissioning of equipment). However, it is not to be construed as limiting the damages stipulated in any other clauses of this contract.
- b) The successful bidder awarded with the work is required to submit Performance Bank Guarantee (PBG) which shall be furnished within 30 days from the date of issue of Purchase Order. In case the contractor fails to deposit PBG within the stipulated period, no payment for the work done in r/o first running account bill will be released to the contractor until submission of PBG. Moreover, interest @ 12% per annum on Performance Bank Guarantee amount would be levied (Non-refundable) for delayed period of submission and shall be deducted from the first bill payable to the contractor. The Performance Bank Guarantee shall be submitted in the form of irrevocable Bank Guarantee of an amount of 3% (Three Percent) of the supply cost of 09 Nos. Multipurpose Fire Tender (including GST) as per format given as Annexure-V(a) from a Scheduled Commercial Bank (as per RBI schedule), having office in India.
- c) The Performance Bank Guarantee shall remain valid for 90 days beyond the date of completion of all contractual obligations of the supplier, including Guarantee/Warranty (Defect Liability) period obligations. Guarantee/Warranty (Defect Liability) period will be reckoned from the date of commissioning of the last Multipurpose Fire Tender i.e. 09th Multipurpose Fire Tender. If the agency fails, to extend the validity of the Performance Bank Guarantee, the same can be encashed by AAI.
- d) In case, the successful bidder fails to submit performance bank guarantee within 60 days of the issue of the Purchase Order, AAI reserve the right to forfeit the EMD and cancel the order.
- e) The Performance Bank Guarantee will be forfeited and credited to the accounts of AAI in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after duly performance and completion of the contract in all respects, after 90 (Ninety) days of completion of all such obligations including the Guarantee/Warranty under the contract.
- f) The agency shall advise the branch of the bank, issuing Bank Guarantee, to send the original Bank Guarantee directly to the Airports Authority of India (AAI) under Registered post (A.D.). However, in exceptional cases, where the guarantee is to handed over directly to the AAI for any genuine reasons, the branch shall immediately send by Registered Post (A.D) an unstamped duplicate copy of the guarantee directly to the AAI with a covering letter with request to compare the same with the original received from their customer and confirm that it is in order. The agency shall also advise the issuing bank branch to incorporate the address etc. of the Regional/Controlling Branch of the issuing branch in a suitable space in the Bank Guarantee. The A.D. card shall be kept with the loan papers of the relevant guarantee.
- g) The agency shall also advise the issuing bank branch that whenever any letter is issued by AAI to the Concerned Bank Branch, for confirmation of having issued the Guarantee, Branch must send the confirmation letter to the concerned authorities promptly without fail.
- h) No other form of Performance Bank Guarantee than the above shall be acceptable.

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

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

- (a) Bidder shall submit separate Performance Bank Guarantee (PBG) for each equipment, for a value equal to 3% (Three percent) of the total contract amount for CAMC of equipment (including GST) at respective Consignee Airports/Regions and this PBG shall be valid for 90 days beyond the scheduled date of completion of CAMC period {i.e. validity shall be for 96 months + 90 days}. The bidder shall ensure that this Bank Guarantee is submitted at respective consignee Airport/ Regions before 30 days of commencement of CAMC of equipment at respective consignee Airport/ Regions.
- (b) In case the bidder fails to submit the PBG for CAMC within stipulated period, interest at 12% p.a. on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from the first bill payable to the Contractor. In case, successful bidder fails to submit performance bank guarantee within 60 days of stipulated period, AAI reserves the right to forfeit the PBG for Supply and Commissioning and cancel the order for CAMC. Besides this, action may also be initiated for blacklisting/debarring the firm
- (c) The format for Performance Bank Guarantee towards CAMC shall be as per *Annexure- V(b)*. No other form of Bank Guarantee towards CAMC shall be acceptable to AAI.
- (d)The PBG submitted for CAMC of Multipurpose Fire Tenders shall be released 90 days after satisfactory completion of CAMC period, without any interest.
- (e) If the contractor fails to furnish PBG against CAMC in the above referred form within the stipulated period, it shall be lawful for the purchaser to recover the amount from the running bills payable to the contractor for the executed work, if required.
- **2.5.3** The Performance Bank Guarantee submitted initially towards supply and commissioning will be released 90 days after satisfactory completion of Guarantee/Warranty period, without any interest. The contractor shall submit the Performance Bank Guarantee for CAMC period and also successfully execute the supplementary agreement before releasing of Performance Bank Guarantee submitted towards supply at all respective Airports.
- **2.5.4** No interest will be paid by AAI on any of Performance Bank Guarantees.
- **2.5.5** If the Contractor fails to furnish PBG in the above forms, the Purchaser is entitled to: (i) Forfeit the EMD.
 - (ii)Cancel the contract or any part thereof and execute or authorize to execute the work at the risk and cost of the contractor.

2.5.6 Verification of Bank Guarantees:

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

2.5.7 Verification through SFMS of ICICI Bank:

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

CORPORATE NAME: AIRPORTS AUTHORITY OF INDIA BANK NAME : ICICI BANK IFSC CODE : ICIC0000007 BG ADVISING MESSAGE: IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT) UNIQUE IDENTIFIER CODE: AAICORHQ

2.6 SIGNING OF CONTRACT:

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

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

2.7 TIME IS THE ESSENCE OF THIS CONTRACT:

2.7.1 The time and date of completion of the supply as stipulated in the Purchase Order accepted by the supplier with or without modification, if any and so incorporated in the Purchase Order shall be deemed to be the

essence of the contract. The contractor shall so organize his resources and perform his work to complete it not later than the date agreed to.

2.7.2 The contractor shall submit a detailed Bar Chart within 30 days from the date of issue of Purchase Order indicating activities with dates covering various key phases of procurement such as manufacturing of prototype, prototype inspection, Pre-Dispatch Inspection/Factory Acceptance Test, despatch of equipment, Delivery of the equipment at site etc. The contractor shall discuss the Bar Chart so submitted with purchaser and the same after revision by the Purchaser, if any, shall be reviewed. Further, in case of any delay in execution or change in the schedule of the activities in respect of earlier submitted schedule in the Bar Chart, the contractor shall re-submit the Bar Chart with revised schedule of activities.

2.8 CHANGE IN QUANTITY & VARIATION IN PRICES:

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

2.9 TRANSPORTATION AND INSURANCE:

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

2.10 TAXES AND DUTIES:

2.10.1 The contractor shall comply with all applicable provision of Goods and Service Tax (GST) levied by union Government and state Government (CGST, UTGST, SGST and IGST). The contractor shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the taxes, duties, levies & Cess, etc.

- 2.10.2 All tendered rates should be inclusive of all taxes, duties, levies, Cess but exclusive of GST. The GST shall be paid to the successful bidder for all taxable supply / services against a valid tax invoice.
- 2.10.3 The successful bidder is required to provide rate, amount, Type and percentage of GST applicable so as to enable AAI to claim input tax credit on such items/ services.
- 2.10.4 In case of change in rate of GST or any provision relating to levy of GST resulting in increase in burden of GST on the contractor, the contractor shall be entitled to receive any compensation for such increase in quantum of GST payable by the contractor. Similarly, recovery shall be made from the contractor on account of decrease of rate of Tax or any provision relating to levy of GST. If supplies are delayed for reasons attributed to the suppliers, the increase rate of statutory taxes shall be borne by the supplier. However, any benefit accruing due to decrease in statutory taxes shall be passed on to AAI.
- 2.10.5 The Bidder shall have to submit the undertaking on account of GST input credit as per Annexure-X.

2.11 TERMS OF PAYMENT:

2.11.1 For supply and commissioning of Multipurpose Fire Tenders:

- 2.11.1.1
- i) 70% of Basic Cost (incl. GST) and 100% of freight & insurance charges (as per actual restricted to quoted rate) including GST against receipt of goods at site in good condition (without any damage) and submission of following documents.
 - Original invoice + two Copies
 - Itemized Packing List + two copies
 - Certificate of Factory Acceptance Test (if done by AAI) or QC issued by QC Department of Supplier
 - Proof of Dispatch
 - Documentary proof / Invoice raised by the actual service provider (Insurance firm).
 - Documentary proof / Invoice raised by the actual service provider (Freight operator)/ Selfcertificate from contractor stating that Multipurpose Fire Tenders have been transported by engaging the manpower by the contractor.
 - Goods Receipt certificate for receipt of goods at site in good condition (without any damage) as per format (*Section-F*).
- ii) Balance 30% of Basic Cost (incl. GST) will be released on completion of commissioning and training and on submission of following documents:
 - Commissioning & Training Certificate as per Annexure-XIII
 - Price list of spares, components, accessories etc.
- 2.11.1.2 Payment would be released after adjusting any dues / withholdings / recoveries towards liquidated damages / compensation for delay, if any which the firm might have rendered them liable as per provisions of contract. The payment of the transportation and transit insurance charges shall be made as per actual on production of the documentary proof / invoices raised by the actual service provider(s) in name of supplier subject to maximum as per approved tendered rates after receipt of equipment at site.
- 2.11.1.3 Recoveries as applicable shall be made in case of deliveries of wrong equipment in place of the equipment as per the dispatch instructions, including all applicable taxes, duties, levies and cess. In the

event of rejection of non-conforming goods, the contractor shall be allowed to replace the nonconformities within the specified time. If the contractor fails to do so within the specified time, the AAI shall have the right to invoke the Performance Bank Guarantee.

2.11.2 For Comprehensive Annual Maintenance Contract (CAMC) of Multipurpose Fire Tenders:

2.11.3 i) Monthly payment by each consignee/Airport Director/In charge -Airport shall be made in terms & condition of Section-C1 for CAMC of Multipurpose Fire Tenders to the contractor.

ii) Engineer-In-Charge reserves the right to release / hold the partial payment depending on the completed or uncompleted /activities & deduct the charges against CAMC based on Service Level Agreement (SLA) as per Section-C3.

2.12 PAYING AUTHORITY:

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

2.13 **TITLE:**

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

2.14 MODE OF DESPATCH:

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

2.15 COMPENSATION FOR DELAY:

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

- 2.15.3 GST, as applicable, shall be recovered in addition to the LD amount.
- 2.15.4 The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this contract or any other contract with the AAI.

2.16 EXTENSION OF TIME:

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

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

2.17 DEDUCTIONS FROM CONTRACT PRICE:

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

2.18 FORCE MAJEURE CLAUSE:

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

- c) Contractor proves that the said conditions have actually interfered with the carrying out of the Contract.
- d) Contractor proves that the delay occurred is not due to his own action or lack of action.
- 2.18.4 Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.
- 2.18.5 The Contractor shall use all reasonable endeavours, acting as a reasonable and prudent person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Contractor claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.
- 2.18.6 The Contractor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.
- 2.18.7 The Contractor shall notify AAI when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance of its obligation under this Agreement as soon as possible after such termination or abatement and upon resumption shall notify AAI of the same in writing.
- 2.18.8 Costs: Each party shall bear its costs, if any, incurred as a consequence of the Force majeure Event.

2.19 PATENT RIGHTS AND ROYALTIES:

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

2.20 TERMINATION OF CONTRACT AT AAI'S INITIATIVE:

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

2.21 DISPUTE RESOLUTION:

- **2.21.1** Any dispute, differences or controversy of whatever nature, howsoever, arising under, or out of, or in relation to this agreement (including the interpretation) between the parties, and so notified by either party to the other party shall in the first instance be attempted to be resolved amicably between the parties.
- **2.21.2** To avoid escalation in time, cost and unpleasantness resulting from disputes or differences, AAI provides a Dispute Resolution mechanism in the form of Dispute Resolution Board / Committee for a suitable resolution.
- **2.21.3** When the disputes could not be resolved through the Dispute Resolution Committee, the Arbitration clause may be invoked.
- **2.21.4** The Contractor shall be entitled for invoking the arbitration clause only after exhausting the remedy available under the Dispute Resolution Mechanism.
- **2.21.5** If the parties fail to reach a resolution as above, either party shall be able to start arbitration proceedings under the Indian sellers as per the Indian Arbitration and Conciliation Act, 1996 and Changes and amendments to the Act in 2015 after following the due procedure. The venue of Arbitration shall be New Delhi, India. The arbitration award shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

2.22 Dispute Resolution Mechanism and Arbitration

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

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

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

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

The Executive Director (Tech.)/Regional Executive Director/Member (Ops.) /Chairman, AAI shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer in Charge to Executive Director (Tech.)/Regional Executive Director/Member (Ops.) /Chairman, AAI for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator, who shall act as the presiding arbitrator. In the event of:

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

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

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

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

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

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

2.23 DEFECT AND JURISDICTION OF CONTRACT:

2.23.1 The contract shall be considered as having come into force from the 15th day from the date of issue of letter of the award of the contract by the AAI.

- 2.23.2 The law applicable to this contract shall be the law enforceable in India. The Honourable Courts of Delhi shall have exclusive jurisdiction in all matters arising under this contract with respect to Supply of equipment.
- 2.23.3 The Honourable Courts of State / District shall have exclusive jurisdiction in all matters arising under this contract with respect to CAMC of equipment.

2.24 TRAINING, INSTRUCTIONS MANUALS AND SPARE PARTS:

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

2.25 DEFENCE OF SUITS:

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

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

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

2.27 TESTING AND INSPECTION OF MULTIPURPOSE FIRE TENDER:

2.27.1 Stages of Inspection:

a) **PROTOTYPE:**

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

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

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

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

- b) **FACTORY ACCEPTANCE TEST (FAT)/PRE-DISPATCH INSPECTION:** Inspection team will inspect each Multipurpose Fire Tender offered for inspection in India as per Section-E.
- c) **SITE ACCEPTANCE TEST (SAT):** All Multipurpose Fire Tender will be tested at respective Site / Consignee Airport by AAI Inspection team as per the *Section-G* before acceptance of the same. Non-performance of any test parameters should be rectified immediately before commissioning the MFT.
- 2.27.2 Facilities for Test and Examination: The contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the technical specifications attached to this tender document. The Inspector/Purchaser shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection or work or any part thereof or any material at his premises or at any other place specified by the Inspector/Purchaser and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Inspector a similar right.
- 2.27.3 **Cost of Inspection:** The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspector/Purchaser may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. In case of Inspection by Airports Authority of India appointed officers, the cost of traveling, boarding & lodging, of AAI Inspecting officer(s) to the site of inspection shall be borne by AAI. In case, however the inspection needs to be repeated for the same lot or part thereof due to failure during first inspection then all expenditures towards third party inspection or all expenditure including traveling, boarding & lodging of AAI Inspecting officer(s) for the repeat inspection will be to the account of contractor. If the contractor fails to comply with the conditions aforesaid, the Inspector/Purchaser shall, in his sole, judgment be entitled to remove for test and examination all or any of the equipment manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the contractor shall bear the cost of transport and for carrying out such tests elsewhere. A certificate in writing of the Inspector/Purchaser that the contractor has failed to provide the facilities and the means, for test, inspection and examination shall be evidence of such failure.
- 2.27.4 **Delivery of Stores for Test:** The contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspector/Purchaser may specify such equipment as he may require.
- 2.27.5 **Method of Testing:** The Inspector shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

2.27.6 Inspector's Authority to certify performance:

The Inspector shall have the power:

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

2.27.7 Consequence of rejection:

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

- a) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- b) Purchase/execute or authorize the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the AAI which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- c) Cancel the contract and purchase/execute or authorize the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the AAI, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (b) above or this clause the provision of delivery clause applies as far as applicable.
- 2.27.8 **Inspector's decision as to rejection final:** The Inspector's decision as regards the rejection shall be final and binding on the contractor.

2.28 INSPECTION / TESTING AND INSPECTION CERTIFICATE:

- **2.28.1** The AAI or his authorized representative or third party shall carry out pre-dispatch Inspection in maximum 03 (three) lots of Multipurpose Fire Tender at the factory premises of the contractor.
- **2.28.2** The contractor shall give 15 days' written notice of any equipment being ready for inspection/testing. Such inspection/tests shall be to the contractor's account except for the expenses by the Inspector.
- **2.28.3** The Inspector shall within 15 days from the date of inspection give notice in writing to the contractor of any objection to any equipment and workmanship, which in his opinion is not in accordance with the contract. The contractor shall give due consideration to such objections and shall either make the modification that may be necessary to meet the said objections or shall confirm in writing to Inspector that no modifications are necessary to comply with the contract.
- **2.28.4** When the FAT/Pre-Dispatch has been completed at contractor(s) work, the Inspector shall issue a certificate to this effect within 15 days after completion on inspection/test. But if the tests are not witnessed by the Inspector, the certificate shall be issued within 15 days of the receipt of contractor's test certificate by the Inspector. Failure of the Inspector to issue such certificate shall not prevent the contractor from proceeding with the works.
- **2.28.5** Inspection by Inspector and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the contractor.
- **2.28.6** Notification of result of inspection: Unless otherwise provided in the specification or schedule, the examination of the equipment or parts will be made as soon as practicable after the same have been submitted for inspection, and the result of the examinations will be notified to the contractor.

2.28.7 Removal of Rejections:

a) Any equipment or parts for inspection at a place other than the premises of the contractor and rejected shall be removed by the contractor subject as herein after provided within fourteen days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the contractor at the time when such letter would be in the course of ordinary post reach the contractor. It shall be competent for the Inspector to call upon the contractor to remove what he considers to be dangerous, infected or perishable equipment or parts within 48 hours of their receipt of such intimation.

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

2.28.8 Rejection of Defective Equipment:

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

2.28.9 Replacement/Rectification of Defective Equipment:

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

- 2.28.10 **Legation to carry out inspections**: The contractor shall also satisfy the Inspector that adequate provisions have been made (a) to carry out his instructions fully and with promptitude; (b) to ensure that parts required to be inspected before use are not used before inspection; (c) to prevent rejected parts being used in work. Where parts rejected by the Inspector have been rectified or altered, such parts shall be segregated for separate inspection, and approval before being used in the work.
- 2.28.11 **Inspection Notes**: On the equipment or parts being found acceptable by the Inspector he shall furnish the contractor with necessary copies of Inspection Notes duly completed for being attached to the contractor's bill in support thereof.

2.29 PROGRESS REPORT:

- 2.29.1 The contractor shall from time to time render such reports covering the progress of the contract and/or supply of the equipment in such form as may be required by the AAI.
- 2.29.2 The submission, receipt and acceptance of such reports shall not prejudice the rights of the AAI under the contract, nor shall operate as an estoppel against the AAI merely by reasons of the fact that he has not taken notice of or objected to any information contained in such reports.

2.30 INDEMNITY:

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

2.31 CORRUPT PRACTICES:

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

2.32 INSOLVENCY AND BREACH OF CONTRACT:

- 2.32.1 The AAI may, at any time, by notice in writing summarily determine the contract without compensation to the contractor in any the following events, that is to say:
 - i. If the contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitles the court or Debenture-holders to appoint a Receiver, Liquidator or Manager or;
 - **ii.** If the contractor commits any breach of the contract not herein specifically provided for, provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the AAI and provided also the contractor shall be liable to pay to the AAI for extra expenditure he is thereby put to and the contractor shall under no circumstances be entitled to any gain on re-purchase.

2.33 SUBCONTRACTING:

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

2.34 ALTERNATIVE PROPOSALS BY BIDDERS:

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

2.35 GENERAL CONDITION:

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

For and on behalf of the Chairman Airports Authority of India

Signature of Bidder/s

SPECIAL CONDITIONS OF CONTRACT (SCC)

3.1 General

- 3.1.1 The following Special Conditions shall be read in conjunction with General Conditions of Contract and amendments/ corrections/ corrigenda thereto. If there are any provisions in these special conditions, which are at variance with the provisions in the above-mentioned documents, the provisions in these special conditions shall take precedence.
- 3.1.2 **Placement of purchase order:** The order for Multipurpose Fire Tender conforming to specifications as mentioned in *Section-D* of NIT shall be placed by Technical Directorate, Corporate Head Quarter, Airports Authority of India, New Delhi.

3.2 Delivery Period:

- 3.2.1 Total time allowed for completion of supply of Multipurpose Fire Tender for entire quantity of the contract excluding the time taken by AAI, if any, which includes time taken by AAI in approval of documents as stipulated in para 2.27.1 (a) of Section-B, for carrying out prototype inspection, issuance of prototype clearance certificate, carrying out Pre-dispatch inspection/FAT and issuance of FAT clearance certificate & despatch instruction, is 08 (Eight) months, which shall be reckoned from 15th day from the date of issue of Purchase Order.
- 3.2.2 Delivery of entire quantity of Multipurpose Fire Tender shall be required at various airports as per para 3.3 of Section-C.
- 3.2.3 The firm shall offer a total quantity of Multipurpose Fire Tender for FAT/Pre-Despatch Inspection in 03 (Three) Lots (Maximum).
- 3.2.4 Prototype (one Multipurpose Fire Tender) to be offered for inspection within 120 days, which shall be reckoned from 15th day from the date of issue of Purchase Order.
- 3.2.5 The bar chart shall be submitted by the contractor as given in Para 2.7.2 of Section-B within 30 days from the date of issue of Purchase Order.
- 3.2.6 Pre-dispatch inspection shall be carried out by inspection team of Airport Authority of India. Dispatch instruction of the Multipurpose Fire Tender shall be given by AAI inspection team based on the inspection of the Multipurpose Fire Tender, if it is found in compliance with AAI technical specifications and performance parameters.
- 3.2.7 The successful bidder shall be solely responsible to ensure the following:
 - a. Sound packing of their items.
 - b. Transport of the items by the due date as specified in the contract.
 - c. Comprehensive Insurance of each Multipurpose Fire Tender for a minimum period of 01 (one) year.
 - d. Insurance for inland transportation (if necessary).
 - e. Receipt of equipment at site in good condition and handing over to Airport Director or his authorized representative of consignee airport.
 - f. Serviceability and operational fitness of MFT with all accessories and fire-fighting equipment, during the guarantee/warranty period and the CAMC period including the supply of spare parts, consumables, providing labour, major & minor overhaul, arrangement of tools etc. required for servicing, repair/maintenance of MFT shall be ensured by the contractor at his cost whereas the diesel, petrol and DEF required for the operation, will be provided by the AAI.

3.3 Tentative Consignee Airports/ Base Station:

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

Sl. No.	Consignee	Quantity of MFT to be
	Airport	supplied (No.)
1	Chennai	01
2	Kolkata	01
3	Srinagar	01
4	Jammu	01
5	Pune	01
6	Vizag	01
7	Bagdogra	01
8	Goa	01
9	Port Blair.	01
	Total	09

Note: The final location may change and it will be communicated by AAI before dispatch of Multipurpose Fire Tender by the supplier.

3.4 PACKING FORWARDING AND SHIPMENT:

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

3.5 Contractor's Representatives, Agents & Workmen

3.5.1 The contractor shall deploy skilled and qualified manpower preferably Indian Nationals and verify their antecedents and loyalty before employing them for the works. He shall ensure that no person of

doubtful antecedent and nationality is, in any way, associated with the work. All the persons deployed for the work shall be directly under the control of contractor.

3.6 Guarantee/Warranty Period (Defect Liability Period):

- 3.6.1 One-point Guarantee/Warranty shall be extended by the contractor for all equipment/ appliances, components, subassemblies etc. supplied with the Multipurpose Fire Tender as per AAI Technical Specification (Section-D). The Guarantee/Warranty of engine, transmission, pump & other assemblies and all Accessories, Equipment & Tools etc., supplied along with Multipurpose Fire Tender and if any excess than notified in the tender, shall be passed on to the Airports Authority of India.
- 3.6.2 The contractor shall Guarantee/Warranty that all equipment shall be free from any defect due to the defective materials and bad workmanship and that the equipment shall operate satisfactorily and that the performance and efficiencies of the equipment shall be not less than the guarantee values. The Guarantee/Warranty shall be valid for a period of Two years from the date of commissioning of each Multipurpose Fire Tender at respective consignee place/airport. Part found defective during Guarantee/Warranty period shall be replaced/ rectified by the contractor without any charges whatsoever. The services of the contractor's personnel, if requisitioned during this period, for such work, shall be made available free of any cost to the Authority.
- 3.6.3 If the defects are not remedied as per Service Level Agreement (SLA), the Authority shall proceed to do so at the contractor's risk and expense without prejudice to any other right as well as the guarantee period of the equipment shall be extended as deemed fit.

3.6.4 The contractor shall furnish the following guarantees: -

"We warrant that everything supplied by us including all components fitted into the equipment manufactured by others also, shall be in all respects free from all defects and results in material, workmanship and manufacture and shall be of the highest grade and quality up to acceptable standards for all materials of the type ordered and shall be in full conformity with all the specifications, drawings or samples if any, and we shall be fully responsible for its efficient performance. This guarantee shall survive inspection for acceptance, and payment for the equipment, but shall expire (except in respect of the complaints notified to us) after **24 months** for the MFT at various Airports in India exclusively from the date of commissioning of each Multipurpose Fire Tenders at respective Consignee Airport. The complaints, if any, with respect to any defect as to materials, workmanship, manufacture, or performance of any of the equipment or any part or parts thereof shall be notified by the AAI in writing.

- 3.6.5 The contractor shall replace such of these parts which require replacement under these conditions free of costs, charges and expenses to the purchaser. In addition, the contractor shall be responsible for a period of **24 months** for Multipurpose Fire Tender at various Airports in India exclusively from the date of commissioning of each Multipurpose Fire Tenders at respective Consignee Airport, for any defect that may develop or appear under the conditions provided for by the contractor or use thereof arising from faulty material design or workmanship in the equipment or any part thereof or faulty equipment of the contractor but not otherwise and shall remedy such defects as per Service Level Agreement (SLA) from the date of notification at his own cost, charges and expenses when called upon to do so by the AAI who shall state in writing in what respect the portion is faulty.
- 3.6.6 Any faulty components replaced or renewed under the clause shall also be guaranteed for a period of **24 months** from the date of such replacements or removal or until the end of the above-mentioned period whichever is later. If any defect is not rectified within the said period as per SLA, the AAI may proceed to do the work at contractor's risk, acceptance and without prejudice to any other rights which the AAI may have on the contractor in respect of such character as may affect the replacement or renewals of such defects. Further, if the replacement or renewals are of such character as may affect

the efficiency of the equipment, the AAI shall have the right to give the contractor within one month from such replacement or renewal, notice in writing for appropriate test to be carried out and should such test show to the satisfaction of the AAI that the equipment sustains the guarantee given in the contract, the cost of such test shall be borne by the AAI, should the guarantee be not sustained the cost of the test will be borne by the contractor.

- 3.6.7 All inspections, replacements, or rectifications carried out by the contractor during the Guarantee/warranty Period shall be at the cost, charges and expenses of the contractor subject to the same conditions as in the contract.
- 3.6.8 The contractor during the Guarantee/Warranty period shall furnish all labour, tools, test apparatus, transportation, materials, spare-parts, consumables and other necessities as required to carry out planned routine maintenance, periodic maintenance, preventive maintenance, corrective maintenance, break down maintenance etc. as required for smooth functioning of the system.

3.7 Terms and conditions of tendering firms

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

3.8 Responsibility for completeness

- 3.8.1 Any component or part of it or accessories not mentioned in the specification but which are usual or necessary are to be provided by the contractor without extra charge as to make the equipment complete in all respects to meet the specifications.
- 3.8.2 In all cases where the contract provides for tests on site, the AAI, except where otherwise specified shall provide, free of charge, such labour, materials, fuels, equipment, apparatus and instruments as may be required from time to time and as may reasonably be demanded, efficiently to carry out such tests of the equipment, materials or workmanship in accordance with the contract.

3.9 Supervision

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

3.10 Taking over:

- 3.10.1 All performance tests as per the *Section- G* of Tender Document, shall be carried out at the site in the presence of representatives of the Supplier and the AAI. After successful completion of the Site Acceptance Test (SAT), the Technical-In- charge or representative duly authorized by the Airport Director, shall issue a taking over/handing over certificate and take over the Multipurpose Fire Tender at Consignee Airport.
- **3.10.2** In the event of final or any outstanding tests being held over, such taking over certificate shall be issued subject to the results of such final or outstanding tests which shall be carried out in accordance with the relevant clause of the contract.
- **3.10.3** The Technical-In-Charge or representative duly authorized by the Airport Director, shall not delay in issue of any taking over certificate contemplated by this clause on account of minor defects in the

supply which do not materially affect the use thereof provided that the contractor shall undertake to make good the same in due course.

3.11 Inability to perform contract:

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

3.12 Training to staff:

- 3.12.1 Contractor shall be responsible for training such of the AAI's Staff whom the AAI may nominate from time to time for proper operation and maintenance of the Equipment/Appliances and effective supervision/monitoring of Contract. Cost for providing such training, including training material, in India shall be deemed to have been included within the cost quoted for equipment/Appliances.
- 3.12.2 Such type of training in India at consignee airports on all aspects of operation and maintenance shall be provided by the contractor or his authorized representative to the concerned AAI officials/operators/users {at least 6 operators and 2 technicians (if posted at consignee airport)} for a period of minimum 03 (three) working days. Expenses on traveling, lodging and boarding of AAI officials shall be on AAI account.

3.13 Spares and Tools:

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

3.14 Manuals:

The following literature/manuals along with soft copy shall be provided (one set with each equipment/MFT). In addition, 03 sets of literature are to be provided for inspection and training purpose. All manuals should be in English language:

a. Operational Manual: This manual should contain technical description of the equipment with lay out drawings, illustration and performance capabilities with instruction to user for commissioning the equipment for use, and use operation with limitations and precautions to be observed normal

maintenance and field repairs, lubrication schedule with grades of lubricants to be used, fault finding guide, storage instructions and warning plates against possible wrong use.

- **b. Parts Manual:** This manual shall contain fully exploded and illustrated details of the entire Chassis, superstructure and all carried sub-assemblies, suitably grouped for easy identification of each and separately demandable spare for replacement as required, will include details of brought out items with part numbers of source of supply.
- **c. Workshop repairs Manual:** The manual shall contain fully illustrated instructions on repair and overhaul of all items supplied against this specification including proprietary items fitted/supplied with details of fitment tolerances, special tools to be used, procedure for dismantling major assemblies

3.15 Drawings:

A complete set of general arrangement drawings showing layout of equipment, piping and fluid flow controls, electrical and structural design shall be submitted along with the MFT.

3.16 Association with an Authorized Dealer / Service Centre for Repair & maintenance works:

The contractor may make tie-up if necessary with an Authorized Dealer / Service Centre where the MFT is positioned for operation and depute the manpower to attend to any emergency repair & maintenance works of MFT whenever required. They shall ensure that the mechanic/technician being deputed from above agency, shall be properly trained and proficient in carrying out the repair & maintenance works of the MFT and its firefighting equipment & accessories. Notwithstanding the above tie-up, the overall responsibility for upkeep of the MFT shall rest with the contractor as per the contract.

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) – TERMS & CONDITIONS

1. GENERAL:

- 1.1 The following CAMC Conditions shall be read in conjunction with General Conditions of NIT and amendments/ corrections thereto. If there are any provisions in these special conditions, which are at variance with the provisions in the above-mentioned documents the provisions in these special conditions, shall take precedence.
- 1.2 The Contractor shall be responsible to ensure the serviceability and operational fitness of MFT during the guarantee/warranty period as well as the CAMC period and the MFT shall be made serviceable on all days in a year to meet operational requirement of the Airport.
- 1.3 The maintenance work shall include carrying out the maintenance works (routine, preventive, corrective and breakdown) as per the maintenance schedule prescribed by the OEM(s) so as to ensure smooth functioning of the system and also to attend to any repair & maintenance works of MFT whenever required. The contractor shall maintain sufficient inventory of spares / consumables at site for immediate replacement of defective / damaged part during the emergency repair & maintenance works.
- 1.4 The contractor shall ensure adequate support, troubleshooting, maintenance, inspection and service in accordance with service recommendations prescribed in the respective manufacturer/supplier's maintenance or technical manuals.
- 1.5 The maintenance manual should contain detailed theory of operation, sub-system specifications, functional description with block diagram and detailed signal flow, recommended maintenance schedule, test and other information which helps in providing un-interrupted operation of the Multipurpose Fire Tender and should provide expected guidance to maintenance engineers for carrying out preventive and corrective maintenance in case of malfunctioning / breakdown.

2. OPERATIONALIZATION OF CAMC:-

2.1 General

- **2.1.1** The CAMC will be taken up by the contractor as provided in the schedule of quantities at various consignees/airports (Para No. 3.3 of Section-C).
- **2.1.2** The service personnel deployed by the contractor or by their Authorized Dealer / Service Centre, shall be experienced and fully trained on service, repair and maintenance of equipment as per the procedure / instructions of the OEM and should be capable of communicating with AAI in writing and oral.
- **2.1.3** The service personnel shall be available on phone call to attend to any emergency repair works which affects the operational fitness of MFT. The contractor shall arrange emergency visit of his service personnel or from their tied-up agency to consignee airport/station for attending to the repair and maintenance work whenever they are called upon (by telephone /email/letter) even on sundays and holidays. No extra payment shall be made by AAI.
- **2.1.4** The firm shall be fully responsible to ensure the serviceability & operational fitness of the Multipurpose Fire Tender equipment at all times.
- **2.1.5** AAI at its discretion may re-position the MFT on permanent basis at "any other Airport" in India and during the currency of contract and the contractor shall be responsible for providing the CAMC at the repositioned location @ CAMC Cost defined under Para 2.12 of Section-C1. No extra amount shall be payable to contractor over and above the CAMC Cost.

- **2.1.6** The Multipurpose Fire Tender should be fully / comprehensively insured by the contractor at his own cost for all risk including transit insurance, fire, strike, riots and for commercial use etc. for an initial period of 01 (one) year and for subsequent years, it will be insured by AAI.
- **2.1.7** If the AAI observes that the performance of the firm is not up to the expected standard, the AAI shall notify the same to firm in writing and specify in detail the cause of such dissatisfaction. In the event, the firm fails to comply with the requisitions contained in the said written notice issued by the AAI, the AAI shall have the option to terminate the contract by giving 30 days' notice in writing to the firm and the decision of the AAI shall be final and binding on the firm.

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

- a) **During guarantee/warrantee period:** The contractor shall be responsible to carry out the repair & maintenance works, as per the maintenance schedule prescribed by the OEM(s) including supply of required spares, consumables, manpower, tools, etc., and other necessities except diesel, petrol and Diesel Exhaust Fluid (DEF).
- b) **Post guarantee/warrantee period:** Comprehensive Annual Maintenance for 08 years after guarantee/warranty period of 02 years including supply of all required spares, consumables, manpower & tools etc., diesel, petrol and Diesel Exhaust Fluid (DEF).
- **2.2.1** The Contractor shall be responsible to ensure the serviceability and operational fitness of MFT during the guarantee/warranty period as well as the CAMC period and the MFT shall be made serviceable on all days in a year to meet operational requirement of the Airport.
- **2.2.2** The contractor shall depute his authorized service personnel on completion of every quarter to consignee airport/station (i.e. minimum 04 times in a year) to carry out the repair & maintenance works of the MFT and certify the operational fitness of the equipment. In addition, the contractor shall also arrange the visit of his service personnel to the station for carrying out the repair & maintenance works, if required, as per the maintenance schedule prescribed by the OEM(s).
- **2.2.3** The contractor shall submit the maintenance schedule and maintenance activity to be carried out for proper operation and upkeep of the system to achieve the desired performance as per the Maintenance/ Workshop Manuals of Multipurpose Fire Tender prescribed by OEM(s).
- **2.2.4** The diesel, petrol and Diesel Exhaust Fluid (DEF) required for operation of Multipurpose Fire Tender shall be provided by the AAI. All the spares, consumables, tools & accessories etc., required during the warrantee & post warrantee i.e. CAMC period shall be provided by the contractor.
- **2.2.5** All the **performance parameters** of Multipurpose Fire Tender shall be verified after completion of maintenance schedule.
- **2.2.6** Scope of work for maintenance of Multipurpose Fire Tender shall also cover all the accessories, equipment and rescue tools etc., provided and provisioned with the Multipurpose Fire Tenders.
- 2.2.7 All dismantled materials/spare parts shall have to be handed over to Technical In-charge, AAI.
- **2.2.8** The contractor shall submit all the documents required for permanent registration of Multipurpose Fire Tender to the consignee Airport. The Multipurpose Fire Tender shall be delivered to consignee Airport with temporary registration with a validity for a minimum period 20 days from the date of receipt of Multipurpose Fire Tender at consignee airport so as to ensure sufficient time for the permanent registration of Multipurpose Fire Tender. AAI will be responsible for obtaining the permanent registration, insurance (2nd year onwards), fitness certificate, permit, road tax, green tax, etc., of the Multipurpose Fire Tender with the assistance of contractor if required.

- **2.2.9** In case of any penalty/late fee imposed by the Registering Authority at consignee airport towards permanent registration resulted from the delay in supply of requisite/needy documents, the penalty/late fee so paid by the AAI, shall be recovered from the running bills of the contractor by the consignee airport.
- **2.2.10** The contractor shall be responsible for obtaining security clearance from the concerned Authorities and also the arrangement of Airport Entry Pass/Airport Driving Permit (if required) for their deputed manpower/service personnel for repair and maintenance work. The cost towards the same shall be borne by the contractor.
- **2.2.11** In case of any tyre puncture or electrical complaints of minor nature but affecting the serviceability of MFT, the contractor shall rectify the defect on urgent basis by engaging the service personnel which may either be arranged from his own company authorized service personnel or through tie-up with the authorized dealer / service center and no extra payment will be payable by AAI to that effect.
- **2.2.12** The Contractor shall notify in advance the name of contact person, telephone/mobile Number, e-mail address, Postal address, etc. of their representative dealing with AAI or their tied-up agency so that AAI can convey the message of unserviceability/emergency, as the case may be, for speedy remedial action.
- **2.2.13** The contractor shall keep in touch with the Fire-In charge of station, where the MFT is deployed for operation, and make necessary arrangement to carry out the repair & maintenance works of the MFT by themselves or through their tied-up agency as per the maintenance schedule prescribed by the OEM to ensure the serviceability and operational fitness of MFT.
- **2.2.14** The Contractor shall be fully responsible to undertake the repair & maintenance of engine, chassis, firefighting equipment, accessories, fittings, tools etc. which are supplied originally along with the MFT and they shall ensure the serviceability/operational fitness of MFT throughout the guarantee/warrantee and entire period of CAMC at their own cost.
- **2.2.15** In case of any defect/damage sustained to MFT due to improper repair & maintenance works carried out by service personnel of the Contractor, he shall be held responsible. In such cases, the Contractor shall take immediate remedial action to rectify the defect/damages. The Contractor shall also take appropriate action so that such incidents do not repeat in future and rectify the defects in time bound manner to the satisfaction of the AAI.
- **2.2.16** Any major repair works arising out of breakdown / failure of engine, transmission, fire pump etc. which badly affects the operation of MFT, the Contractor shall mobilize the men and material & carry out the repair works on urgent basis and make the MFT serviceable and operational. The Contractor shall be responsible to carry out the periodic check and rectify the defects such as loss of pressure of fire pump, pick-up of MFT engine, efficiency of brakes etc. which may badly affect the serviceability and operational fitness of MFT.
- **2.2.17** The body patch works, denting, painting works & upholstery works if demanded by AAI upon inspection of physical condition of MFT or required for production of MFT at local RTO for renewal of Fitness Certificate/Registration/Permit etc., shall be carried out by the contractor at their own cost and no such payment shall be payable by the AAI during the currency of the contract.
- **2.2.18** The contractor shall conduct periodic check of tyres & batteries fitted with the MFT and replace the tyres if found unserviceable or worn out as per the Tyre Wear Indicator and also replace the batteries if it is unserviceable or the condition is found to be bad, which gives frequent starting problem of MFT. New tyres and batteries shall only be used against the replacement. No re-conditioned batteries or retreated tyres shall be used in any case during the currency of the contract.

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

- **2.3.1** All the check-ups/ maintenance activity of each equipment shall be carried out as per site requirement and, recommendations of the manufacturer.
- **2.3.2** All the check-ups/ maintenance activity in respect of each equipment shall be documented, and got approved by the respective Technical In-charge before commencing the work.
- **2.3.3** Typical maintenance activities are listed below. However, bidder shall furnish exhaustive list.
 - i All the check-ups/ maintenance activity in respect of each equipment of MFT as per maintenance manual of the manufacturer.
 - ii Attending to any emergency breakdown of MFT.
 - iii Replacement of Seals, Bushes, Indication lamps and bearings as per site requirement or as per recommendation of the manufacturer
 - iv Repairing / overhauling the equipment at site, including replacement of worn-out parts.
 - v Replenishing Hydraulic system oil required as a result of leak in the system arising out of fair wear and tear.
 - vi Lubricating the bearings of motor, pumps and fans, whenever is necessary.
 - vii Inspection of gear assembly and replacing worn out units as per site requirement or as per recommendation of the manufacturer.
 - viii Repairs & replacement of any component or equipment due to normal wear and tear, preventive & break down maintenance and consumables etc.
 - ix All consumables such as lubricating oil, grease, indicating lamps, fuse links etc. required for replacement.

2.4 Breakdown & Un-serviceability Period:

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

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

2.5 Safety Devices:

It shall be the responsibility of the firm to issue all safety devices & personnel protective equipment (PPE) to the persons engaged for repair and maintenance of Multipurpose Fire Tenders.

2.6 Emergency Work:

If, by reason of an emergency arising in connection with and during the execution of the contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the facilities, the contractor shall immediately carry out such work. If the contractor is unable or unwilling to do such work immediately, the AAI may do or cause to be done such work as the AAI may determine is necessary in order to prevent damage to the facilities. In such event the AAI shall, as soon as practicable after the occurrence of any such emergency, notify the contractor in writing of such emergency, the work done and the reasons thereof. If the work done or caused to be done by the AAI in work, which the contractor was liable to do at its own expense under the contract, the reasonable costs incurred by the AAI in connection therewith shall be paid by the contractor to the AAI.

2.7 Handing over on Completion CAMC Period:

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

stipulated time given by respective Technical-In-Charge, then the same shall be got rectified at risk and cost of the contractor and the cost incurred shall be recovered from the contractor.

2.8 **Other Terms and Conditions:**

- 2.8.1 The Multipurpose Fire Tender shall be comprehensively insured by the AAI. The firm shall ensure; all necessary precautions are observed for the safety of the equipment. If during the maintenance/ repair, any damage is caused due to negligence on the part of service personnel deployed by the contractor and if such damages are not acceptable to the insurer then the damages shall have to be made good by the contractor at his own cost.
- 2.8.2 The servicing personnel deployed will always be in proper uniform of the agency notifying their identity.
- 2.8.3 AAI will not be responsible for any violation of statutory labour laws applicable to the maintenance agency.
- 2.8.4 The service personnel deployed shall duly observe safety and precautionary measures and also restrictions as laid down by the concerned Authority from time to time.
- 2.8.5 In case of expiry, termination / discontinuation of the contract by either party, the contractor(s) shall vacate the premises along with the personnel belongings at the end of the Notice Period. AAI will not be responsible for compensation of any nature in such events.

2.9 Maintenance during Guarantee/Warranty & CAMC Period:

- 2.9.1 All kind of spare parts like tyres, batteries etc., & all the consumables [except diesel, petrol and DEF (Diesel Exhaust Fluid)] shall be provided by the contractor during the currency of contract for maintenances. A list of consumables and non-consumables spares in the specified format as per Annexure XII to be duly filled and submitted by bidder in Technical Bid which are considered essential for efficient running and maintenance. The same consumable & non-consumables shall be maintained during entire currency of contract.
- 2.9.2 The firm shall carry out all the maintenance as per manufacturer's recommendation and any minor, major or breakdown maintenance shall be carried out to ensure the operational fitness of the equipment.

2.10 Record Keeping and Supervision:

- 2.10.1 The firm shall maintain records for maintenance of Multipurpose Fire Tenders.
 - i. The payment for maintenance shall be based on the log book entry, certificate by the Technical-Incharge at site, and shall be made by Consignee Airport/Regions as applicable.
- 2.10.2 The maintenance at respective airports shall be supervised/ controlled by Technical Dept. Workshop In-charge or any other officer notified by AAI.
 - i. For maintenance of Multipurpose Fire Tenders, the following log books & registers shall be maintained.
 - 1) Maintenance schedule log register 2) Service log book 3) History register
 - ii. The inventory of spares/ consumables etc. required for routine/major/minor/breakdown repairs etc. shall be maintained by the contractor.

- iii. The availability of spares/ consumables and satisfactory completion of maintenance shall be certified by Technical In-charge or representative duly approved by Airport Director of respective base Airports.
- iv. The Technical In-charge or representative duly approved by Airport Director at respective airport shall supervise the repair and maintenance work of Multipurpose Fire Tender and certify the work done by the contractor.

2.11 Methodology for calculation of CAMC cost of MFT:

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

CAMC charges (excluding GST) for each Multi-Purpose Fire Tender:

Sl. No.	Item Description	% of Basic price of each MFT
1.	Charges for CAMC for 1 st year after warrantee period	4 %
2.	Charges for CAMC for 2 nd year after warrantee period	5 %
3.	Charges for CAMC for 3 rd year after warrantee period	6 %
4.	Charges for CAMC for 4 th year after warrantee period	7 %
5.	Charges for CAMC for 5 th year after warrantee period	8 %
6.	Charges for CAMC for 6th year after warrantee period	9 %
7.	Charges for CAMC for 7th year after warrantee period	10 %
8.	Charges for CAMC for 8th year after warrantee period	11 %

Total CAMC Cost for 08 years for each MFT (excl. GST) : @ 60 % of Basic Price of each MFT

- 2.11.2. The above charges arrived in INR shall be inclusive of cost of repair and maintenance works, all spares parts, consumables, major/minor overhauling works (except diesel, petrol and Diesel Exhaust Fluid).
- 2.11.3 **Statutory Tax Variation:** Any Statutory variation on Tax rates shall be payable/reimbursable on actual basis on production of documentary evidence.
- 2.11.4 The charges towards CAMC are exclusive of GST. The applicable amount of GST will be paid extra on actual basis on production of documentary evidence.
- 2.11.5 The CAMC cost component is fixed as a percentage of Basic Cost as indicated above and hence the firm is not required to quote these amounts separately in BoQ.

2.12. Payment Methodology for CAMC Charges:

- 2.12.1 Monthly payment of CAMC for each MFT by consignee airport / Region shall be released in INR to the contractor.
- **2.12.2** Necessary deduction in case of default in the service of CAMC in terms of service level agreement at each airport (Section-C3) for each MFT shall be made as per the performance monitored on monthly basis by respective consignee/airport.
- 2.12.3 Payment would be released after making any adjustments, withholdings, recoveries as per Service Level Agreement (SLA), if any which the firm might have rendered themselves as per the provisions of contracts.
- **2.12.4** Following documents to be submitted along with the bills at consignee airports:
 - i) Duly filled and certified Service Level Agreement.
 - iii) Undertaking towards availability of minimum level of quantity of spare parts for Periodical / Preventive maintenance and breakdown maintenance.

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

All the Multipurpose Fire Tenders (Total - 09 Nos.) will be covered under the CAMC, the detailed scope of work for Multipurpose Fire Tender is as follows:

1. GENERAL:

- 1.1 This scope of works covers the scheduled maintenance as per the maintenance schedule prescribed by the OEM(s), preventive maintenance, trouble shooting of defects, rectification and replacement of worn out/ defective parts from time to time as per the schedule/ requirement.
- 1.2 All spares, consumables, tools etc. except diesel, petrol and Diesel Exhaust Fluid (DEF), required for the operation & services, will be made available by the contractor throughout the currency of the contract i.e. for a period of 10 years.
- 1.3 The contractor should forecast the requirement of spares based on consumption pattern and other needy assemblies/components so as to maintain requisite inventory of spares/consumables/assemblies, etc. in order to ensure maximum serviceability of the equipment. The Contractor shall also carry out the investigation and analysis of failures and discuss the same with AAI, whenever necessary and remedial action shall be taken to reduce the down-time of the equipment.
- 1.4 The Serviceability level to be maintained, shall be minimum 90% at any given point of time.
- 1.5 Scheduled maintenance means maintenance work i.e. checking of engine oil, hydraulic oil, transmission oil, coolants, fuel and leakages from any system, minor repair or adjustments if required, replenishment, tightening of belt/nuts/fasteners, serviceability of pump, filters, hoses, changing of tyres, fault rectifications, checking and rectification of electrical system, including repair of starter/alternator, or any other job necessary to make the vehicle serviceable for the operation.
- 1.6 The Contractor shall arrange the spares from the OEM or their authorized Distributor/Agency.
- 1.7 Scheduled maintenance shall be carried out as per the check list based on maintenance schedule recommended by the OEM and the Maintenance schedule and check list will be furnished at the time of awarding the contract.
- 1.8 Breakdown maintenance will be carried out as and when need arises.
- 1.9 Working space for carrying out the maintenance/repair works, keeping tools, records etc. shall be provided by AAI at the consignee station.
- 1.10 The infrastructure and equipment necessary for jobs related to gas cutting, welding etc. shall be provided by the contractor.
- 1.11 The hand tools, shoes, gloves and protective clothing etc. required by service personnel for repair and maintenance works, shall be arranged by the contractor and the service personnel shall wear proper uniform at working place.
- 1.12 Cannibalization of spares is allowed on case to case basis and upon prior approval AAI.
- 1.13 Within operational area, the transport will be provided by the AAI for the service personnel to attend the services as mentioned under the scope of works.
- 1.14 All type of breakdowns, overhauling of major components like Engines, transmission, water pump etc. shall be on the account of the contractor. Any additional manpower if required to carry out the said works and the cost shall also be borne by the contractor.

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

2.2 Pump pressure and performance test 2.3 Dry vacuum test 2.4 Check priming of pump valve plates and drive belts 2.5 Change of priming pump oil 2.6 Check of pump gear box oil 2.7 Check of pneumatic system 2.8 Check of water and foam tanks 2.9 Check of roof turret 2.10 Check of hose reel 2.11 Greasing of all the required points 2.12 Check of electric system 2.13 The Chassis components will be serviced and inspected as per para 5 of Section-C2 2.14 Drive engine oil change 2.15 Pump engine oil change 2.16 Transmission oil level check and if necessary oil change 2.17 Transmission oil filter change 2.18 Change of diesel filter 2.19 Change of air filter 2.20 Check of axle oil level and if necessary oil change 2.21 Steering system check 2.22 Brake system check 2.23 Coolant check

2.24 Engine overhaul

2.1 Visual Safety checks

- 2.25 Torque converter overhaul (if applicable)
- 2.26 Transmission overhaul
- 2.27 Complete overhaul of axles
- 2.28 Pump overhaul
- 2.29 Water & foam tank removing
- 2.30 Monitor overhaul
- 2.31 Suspension system overhaul
- 2.32 All denting, painting and welding jobs.

3. INFRASTRUCTURE MAY BE PROVIDED BY AAI (if available at the Consignee Airport or alternative arrangement to be made by the Contractor):

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

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

4.1 Contractor shall identify the Tyres required for the patch repair and the same shall be repaired by the authorized repair Centre by the contractor. Tyre replacement / tyre rotation/ rectification of tyre puncture which occurs in the MFT positioned at city or airside, shall be carried out by the contractor. New tyre installation on the rim shall also be done by the contractor.

5. MAINTENANCE ACTIVITY FOR CHASSIS:

i) ENGINE

- 5.1 Air compressor filter-clean/replace
- 5.2 Cylinder head grounding stud-inspect/clean/tighten
- 5.3 Engine Crankcase Breather-clean

- 5.4 Engine oil sample-obtain
- 5.5 Engine oil and filter-Change / Top-up
- 5.6 Hoses and clamps-inspect/replace
- 5.7 Radiator-clean-cooling system Coolant sample- Obtain.
- 5.8 Starting motor Inspect / repair
- 5.9 Turbocharger Inspect / repair
- 5.10 Water pump Inspect / repair
- 5.11 After cooler core clean / test
- 5.12 Fan drive bearing Lubricate / check & repair
- 5.13 Air compressor inspect / repair
- 5.14 Air compressor filter clean / replace
- 5.15 Belt condition & tension inspection
- 5.16 Belt tensioner inspection / repair
- 5.17 Compression brake inspect / adjust / replace
- 5.18 Cooling system water regulator check / change
- 5.19 Crankshaft vibration Damper Inspect
- 5.20 Electronic Unit Injector Inspect / Adjust
- 5.21 Engine Valve Lash Inspect / Adjust
- 5.22 Engine Valve Rotators Inspect / Adjust
- 5.23 Diesel engine antifreeze-coolant (DEAC) Add/ Change
- 5.24 Cooling system Coolant Extender (ELC) Add / Change
- 5.25 Vehicle lighting inspection / replace / troubleshoot
- 5.26 Engine drive belt inspection
- 5.27 Coolant changing
- 5.28 Change air cooler inspection (Visual Check)
- 5.29 Alternator, battery checking
- 5.30 Battery electrolyte level check / maintain
- 5.31 Fuel tank water and sediment -check / drain
- 5.32 Chassis air filter
- 5.33 Cooling system water temperature regulator replace

ii) TRANSMISSION / GEAR BOX:

A. General

- 1. Lubrication check of engine, transmission, water pump oil level
- 2. Adding oil whenever required
- 3. Oil / Filter change at fixed interval

B. Periodic Inspection

- 1. Transmission mounting point bolts-inspect / re-torque the damaged bolts.
- 2. Mounting pads & bracket inspect / replace / repair the parts.
- 3. Drive line fasteners at the transmission Yokes inspect / replace / re-torque.
- 4. All electrical components- replace / calibrate / program the faulty components / sub-assemblies.
- 5. Electrical wiring components & connection for security, chafing & any other Damages Security wiring to prevent chafing damages.
- 6. Checking of water line, water pump, belt, nozzle, flow regulator, etc., replace/calibrate.
- 7. Control cables & harness inspect / care.

C. Hydraulic Lines Flexible Hoses & Connection

- 1. Inspect all hydraulic lines, hoses etc. for damages, sponginess, loose connections, chafing, etc.
- 2. Hydraulic lines, hoses etc.
 - i. Correct leaks and repair damage part

- ii. Re-routing and correct routing of hoses & conduits to prevent further damage.
- 3. Externally mounted components
 - i. Split line between housing halves periodically inspect
 - ii. Slit lines externally mounted component such a valve and covers inspect for leakage or damage / repair leaks and / or replace damage parts as required.
- 4. Hydraulic system pressure check
 - i. Main and loop pressure of transmission check / adjust

6. OTHER MISC. ACTIVITY:

- 6.1 Frame Fastener Torque checking
- 6.2 Suspension inspection carry put repairs wherever necessary
- 6.3 Knuckle pin Lubrication
- 6.4 Axle fluid level inspection and Axle Lubrication
- 6.5 Axle fluid change
- 6.6 Wheel nut and Rim checking (Torque)
- 6.7 Driveline Lubrication
- 6.8 Air dryer inspection
- 6.9 Air dryer Desiccant cartridge replacement
- 6.10 Brake system inspection
- 6.11 Steering inspection
- 6.12 Power steering fluid level inspection
- 6.13 Power steering filters changing
- 6.14 Fuel / water separator sight Bowl cleaning and element replacement.
- 6.15 Exhaust system inspection (Visual check)
- 6.16 Draining of water from Pneumatic system

7. MAINTENANCE ACTIVITY FOR FIRE FIGHTING SYSTEM:

- 7.1 Pump Gear Box Fluid Changing
- 7.2 Priming Pump Fluid Changing
- 7.3 Hose Reel Hub Lubrication
- 7.4 Roller Shutter Lubrication
- 7.5 Roof Turret Lubrication

7.6 Centrifugal Pumps & Ultra High Pressure

- 7.6.1 Stuffing box packing-inspect / repair
- 7.6.2 Suction cover bearing inspect / repair / replace
- 7.6.3 Priming line strainer inspect / repair
- 7.6.4 Discharge valves inspect / replace
- 7.6.5 Tank suction vales inspect / replace
- 7.6.6 Propeller shaft intermediate bearing inspect / repair / replace
- 7.6.7 Pipe connection inspect / replace
- 7.6.8 Dry Vacuum test test / check / replace
- 7.6.9 Valve plates inspect / replace.
- 7.6.10Tooth belt inspect / replace
- 7.6.11Oil, piston priming pump check / refill
- 7.6.12Ventilation hole filter plug check / clean
- 7.6.13 Plunger and barrel inspect/repair/replace

7.7 Pump Gear Box

- 7.7.1 Oil, gearbox check / refill
- 7.7.2 Ventilation hole filter plug check / clean.

7.8 Foam proportionator

7.8.1 Spring and linkage control system – inspect / adjust / replace / calibration, program & adjust.

7.9 Water and foam compound tank

7.9.1 Tank support – inspect / replace

- 7.9.2 Coating inspect
- 7.9.3 Sacrificial anodes inspect / replace
- 7.9.4 Manhole cover lock inspect / check / adjust / replace
- 7.9.5 Tank suction and filling line inspect
- 7.9.6 Tank level indicator inspect / check / replace

7.10 Roller Shutters

7.10.1 Lock system - inspect / adjust / repair / replace

7.11 Superstructure support

- 7.11.1 Superstructure support inspect / repair
- 7.11.2 Hinges and locks inspect / adjust / replace
- 7.11.3 Search light inspect / repair / replace

7.12 Brackets

- 7.12.1 Ladder bracket inspect / repair / replace
- 7.12.2 Brackets for equipment inspect / repair / replace

7.13 Hose Reel

- 7.13.1 Friction brake inspect / replace
- 7.13.2 Driving chain inspect / replace
- 7.13.3 Reel hub inspect / replace

7.14 Monitor (Roof)

- 7.14.1 Movement of monitor inspect / adjust / programme
- 7.14.2 Monitor lock inspect / adjust / replace
- 7.14.3 Rotation and elevation bearing inspect / replace
- 7.14.4 Driving gears inspect / replace
- 7.14.5 Nozzle movement parts inspect / repair / replace
- 7.14.6 Moving part of reflector inspect / repair / replace

7.15 Electric Installation

- 7.15.1 Alarm installation inspect / replace
- 7.15.2 Gauges inspect / replace
- 7.15.3 Air pressure horn
- 7.15.4 Locker lights

7.16 Pneumatic installation

- 7.16.1 Drain compressed air chamber inspect
- 7.16.2 Pneumatic service unit inspect / adjust / program / replace.
- 7.16.3 Pneumatic actuator inspect / replace
- 7.16.4 Emergency control inspection / program / replace

7.17 Air conditioning

- 7.17.1 Gas Charging
- 7.17.2 Compressor repair / replacement
- 7.17.3 A.C. hose, ducts replacement
- 7.17.4 Other misc. jobs on air conditioning

SERVICE LEVEL AGREEMENT (SLA)

Sl. No.	Item Description	Non- compliance Penalty Point	Remarks
1.	Preparation of plan for Scheduled Maintenance (SM) & Preventive Maintenance (PM) and submission of the same at least 15 days before the commencement of the work.	2	Per quarter
2.	Execution of SM & PM as per schedule:	5	Per incident
3.	Monthly Serviceability of minimum 90% shall be maintained and if serviceability is - a. below 90% but upto 85% b. below 85% but upto 80% c. below 80% but upto 75% d. Below 75%	2 3 4 5	Per month
4.	Completion of Repair & Maintenance in stipulated time (to attend with the available spares) To attend Major / Minor repairs: a. Rectification of Major repairs within 05 days b. Rectification of Minor repairs within 01 days	5 2	Per incident
5.	Occurrence of Repetitive breakdown/repair, fault in the same component	1	Per incident
6.	Possession of Airside Entry Pass (if applicable)	1	Per incident / person
7.	Adherence to technician uniform, PPE etc.	1	Per incident
8.	Non-Maintenance of minimum inventory level of consumables & spare parts required for scheduled / preventive / breakdown maintenance at respective consignee Airport.	4	Per month
9.	Visit of Authorized Service personnel at the end of each quarter	15	Per incident
10.	MIS & Value – added services	4	Per month

Note:

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

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

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

2. If the serviceability falls below 75%, no payment shall be made to contractor against CAMC for the whole period of unserviceability on pro-rata basis and AAI may also proceed for alternative arrangement / carrying out of the repair work at the contractor's risk and expense without prejudice to any other right.

SECTION-D

TECHNICAL SPECIFICATIONS OF MULTIPURPOSE FIRE TENDERS

SI.	Item Description	Compliance	Remarks/
No			Documents attached
1	Purpose & Scope:		utueneu
	This specification is based on the requirements such as design, fabrication,		
	workmanship and finish, Testing and Commissioning of Multipurpose Fire		
	Tender (Water, Foam, DCP & CO2), which can manoeuvre easily for		
	handling any fire exigencies of Terminal Building and other establishment on		
	the Airport's city side.		
	The Bidder shall obtain necessary temporary registration from the concerned Regional Transport Authorities after purchase of the chassis and completion		
	of body works. Registration of MFT should be done under the category "Fire		
	Tender" for which applicable Road Taxes is at concessional rates if any or		
	exempted unlike other commercial vehicle.		
	The Bidder shall take out necessary comprehensive insurance policy for a		
I	period of 01 (one) year as per the laid down IRDA norms.		
I	The temporary registration, transit insurance, road tax, body building		
	certificate, road worthiness, PUC, safety, Sale Letter Form No.21 & 22/22A		
	etc., in the name of AAI as required under the Motor Vehicle Act shall be		
	provided for carrying out permanent registration of MFT at consignee		
2	Airport.		
2	Vehicle Chassis: The Fire Tender shall be fabricated confirming to the following		
	characteristics:		
	2.1 The MFT shall have the following overall dimensions:		
	a. Wheel base : Not more than 4800 mm		
	b. Turning circle radius : Not more than 10 m		
	c. Road clearance: Not less than 220 mm		
	d. Overall width: Not more than 2600 mm		
	e. Overall Height : As per the RTO regulations.		
	2.2 The GVW shall be Minimum 18,000 kg.		
	<u> </u>		
	2.3 The truck chassis shall be of reputed Make with $4x^2$ (with rear dual		
	wheel) & Right-Hand Drive, Air-conditioned cabin, suitable		
	transmission, suitable suspension, power steering, brake system with		
	ABS & diesel fuel tank capacity shall be minimum 200 liters.		
	2.4 Driver's cabin and hydraulic tilt angle shall comply with the design		
	parameters of chassis manufacturer.		
	2.5 The fully laden MFT shall attain a maximum speed not less than 72		
	Km/hr. on level road.		
	2.6 Maximum time for acceleration from 0 to 64 Km/hr. in fully laden		
	condition in \leq 55 seconds.		
	2.7 The fully laden MFT shall be capable of being started from rest on a		
	gradient of 1 to 4.		
I	2.8 When travelling at 48 km/h on a level dry surface the foot brake shall be		
	capable of stopping the vehicle within a distance of 15 m from the point		
	at which the brake is applied. The hand brake shall be capable of		
	holding the fully laden MFT on a dry surface with gradient of 1 in 4		
	when in neutral gear.		

Sl. No	Item Description	Compliance	Remarks/ Documents attached
	2.9 A suitable bumper shall be provided at the front rigidly fixed to the		utucheu
	super structural members by means of nut & bolts fabricated from		
	minimum 200mm x 50 mm x 5 mm mild steel channel.		
	2.10 A suitable bumper shall be provided at the rear rigidly fixed to the super		
	structural members by means of nut & bolts fabricated from minimum		
	100mm x 50 mm x 5 mm mild steel channel.		
	2.11 A heavy-duty towing hook shall be provided and fitted in front & rear by means of nut and bolts.		
3	Engine		
	3.1 Engine with a minimum 200 HP, shall be fitted with the Chassis of MFT		
	and it shall comply with the latest emission norms: BS-VI or above.		
	3.2 The Engine shall be provided with cooling System to permit its		
	continuous stationery running without overheating.		
	3.3 The operating temperature of the engine cooling water shall be		
	thermostatically controlled.		
	3.4 The oil in the oil sump shall be prevented from overheating.		
	3.5 Suitable gauge for cooling water and glow lamp for lubricating system		
	shall be provided in the driver's cab and on the pump panel. This shall be		
	marked with operating temperature.		
	3.6. External filter shall be provided for the lubricating system and a tubular		
	dipstick to gauge the level of oil in the oil sump shall be provided.		
4	 4. Main Pump 4.1 The Pump shall be rear mounted, single stage, centrifugal type coupled with suitable Power Take Off (PTO) unit capable of delivering a minimum 3000 LPM at 8 bar. The pump shall be capable of delivering above performance with all strainers, external & internal with a suction lift of 7.5 meters. 		
	4.2 The pump shall meet the following standards:		
	a) CE marked in compliance with EN1028		
	b) UL approved in compliance with NFPA 1901		
	4.3 The pump volute, impeller, and wearing ring shall be made from gun metal confirming to Gr. II of IS: 318/198 and the pump shaft shall be made from stainless steel confirming to IS: 6603/1972.		
	4.4 The bearing housing shall be made of Cast Iron and all the stud and bolt coming in contact with water shall be of stainless steel.		
	4.5 The bearing used in the pump shall be of reputed make i.e. preferably of SKF/NBC/NSK/NTN.		
	4.6 The pump shall be provided with self-adjusting mechanical carbon seal with interface plate. The mechanical seal assembly shall withstand dry running of pump for a minimum period of 2 minutes without sustaining		
	any damages.		
	4.7 The pump design shall be modular type and shall not have gasket /		
	packing. The arrangement shall be such that the carbon seal can be		
	attended / removed without removing the pump body.		

SI. No	Item Description	Compliance	Remarks/ Documents attached
	4.8 The pump shall be provided with one suction inlet of 140 mm standard		attacheu
	suction connection (IS:902) with internal strainer and blank cap. The		
	strainer shall be retained firmly when in use but shall be easily		
	removable. The mesh size of the pump inlet screen shall be smaller than		
	the outlet size of the impeller. Pump shall be provided with two number		
	of 63 mm standard hose couplings (IS:903) with screwed wheel type		
	quick closing clack valves (IS:4928). The delivery valve spindle sealing		
	shall not be of gland type.		
	4.9 Blank caps delivery valve shall be fastened with chains. It should have		
	adequate mechanism to relieve the pressure developed between the valve		
	and the cap.		
	4.10 The pump efficiency shall in such a way that the power and RPM		
	required shall not be more than that available with the engine for		
	stationary and continuous operation.		
	4.11 The pump shall be mounted at the rear of the vehicle connected to		
	PTO by propeller shaft with universal and slip joints having sufficient		
	number of bearing supports.		
	4.12 A readily accessible drain valve that is marked with a label as to its		
	function, shall be provided to allow for draining of water from the pump,		
	water carrying lines and accessories.		
	4.13 The wearing ring and other parts which may be subjected to frequent		
	wear should be of renewable type.		
5	Ultra High Pressure Water Mist Pump (Auxiliary Pump) 5.1 CE certified plunger pump of 150 LPM @ 100 bar capacity shall be		
	provided for water mist generation with delivery assembly consists of		
	spray gun, high pressure hose of 60 meter with reel, etc.		
	5.2 A by-pass line for letting the water back to the tank shall be provided to		
	release excess pressure generated due to shutting down of the hand lines.		
	5.3 The pump suction line shall have inline filters and the delivery line shall		
	also have pressure relief valve.		
	5.4 The pump discharge line shall have pulsation dampener for smooth flow.		
	5.5 Provision for induction of foam from external source shall be provided.		
6	High pressure Hose Reel		
	6.1 Two Nos. high pressure hose reel with auto cum manual rewinding		
	mechanism of at least 60m length (each) shall be provided and mounted		
	so as to be accessible for use from either side of the appliance. The hose		
	reel shall be terminating in high pressure fog/jet trigger type gun		
	connected by quick connect couplings capable of discharging 75 LPM		
	@ 100 bar in jet or fog pattern. The fog gun shall be made of SS.		
	6.2 This hose reel shall be connected to high pressure outlet of the pump with SS ball valve of suitable size.		
	6.3 The hose shall be prevented from kinking during firefighting operation.		
	6.4 There shall not be any gland sealing for the hose reel & sealing shall be		
	done by means of either oil seals or "O" rings.		
	6.5 The hose reels shall be fitted with over brake or locking device.		
	0.5 The hose reels shall be fitted with over blake of focking device.		

Sl. No	Item Description	Compliance	Remarks/ Documents attached
	it shall be rated for 130bar working pressure (180bar test pressure). The		attacheu
	jet range shall not be less than 20m and the water droplets in the spray		
	form shall be of 100 microns (approx.) at an angle of 45 deg.		
	6.7 The hose reels shall be provided with high pressure fog/Jet Gun (trigger		
	type) having EN Standard, which can be connected by instantaneous		
	coupling.		
	6.8. The weight of the gun assembly shall not be more than 4 kgs.		
7	Low Pressure Hose Reel:		
	7.1. Two hose reels (as per IS: 884) shall be provided at the rear of the		
	appliance with 60 meters length of 20 mm bore hose connected by		
	screw C-type quick release coupling, terminating with a control branch		
	and 5 mm nozzle.		
	7.2. The reels shall be fitted with over brake or locking device.		
8	Power Take Off (PTO) Unit:		
	8.1 The PTO of Main pump shall be heavy duty type of suitable gear ratio,		
	capable of transmitting the full torque of engine.		
	8.2 The individual control lever for engaging/dis-engaging the Main and side		
	PTO by pneumatic/hydraulic/electric system, shall be provided in the		
	driver's cabin.		
	8.3 The PTO shall be mounted on heavy duty cross members and support		
	brackets between the longitudinal members of the chassis frame. Oil level		
	indicator and suitable drain plug at bottom shall be provided in the PTO.		
	8.4 A suitable cooling system shall be provided in the PTO to prevent the		
	overheating during the continuous operation.		
	8.5 The Drive assembly component (shaft coupling etc.) shall be dynamically		
	balanced. Necessary support for PTO Unit, propeller shaft coupling,		
	universal joint etc. for power input to and output from PTO unit should		
	be provided.		
	8.6 Side PTO shall be provided for driving Ultra High-Pressure Pump. It		
	should be compatible with engine and pump characteristics.		
	8.7. The Engine shall provide sufficient power so as to drive both the pumps		
	i.e. the centrifugal pump and Ultra High Pressure at their rated output		
	simultaneously through their respective PTOs.		
9	Primer		
	9.1 The priming system of reciprocating type shall be provided for priming		
	of centrifugal pump.		
	9.2 The priming system shall be fully automatic and capable of lifting the		
	water from minimum depth of 7.0 meter (measured from water level to		
	the center of pump inlet) in not more than 36 seconds when connected to		
	140 mm suction hose.		
	9.3 The reciprocating pistons shall be made of stainless steel. The cylinders		
	and priming valves housing shall be made from gunmetal.		
	9.4 The primer shall be capable of actuating by pressing a single button only		
	when it is needed however the primer shall disengage automatically at a		
	pump discharge pressure of more than 0.8 bar.		
	9.5 It shall also be possible to perform the priming through manual mode by		

SI. No	Item Description	Compliance	Remarks/ Documents attached
	pressing single button.		ununicu
10	Foam Proportionating Unit 10.1 The pick-up tube shall be connected to the foam compound, proportionator and pump, as necessary, and automatic control valve shall be incorporated in it so as to maintain a constant induction rate of not more than 6% with varying foam output.		
	 10.2 Foam proportionating system with foam induction device duly calibrated for three settings of metering as 1%, 3% & 6% shall be provided near the pump. 10.3 The system shall be reliable and shall not require frequent calibration 		
11	checks. Pipelines and valves 11.1 All pipelines shall be of stainless steel and all valves upto 50 mm size shall be 3 piece design stainless steel ball valves. All valves above 50 mm shall be standard butterfly valves. 11.2 All piping shall be sized so as to have minimum pressure drop and		
	 achieve the required pressure and flow at various locations. 11.3 All piping shall be seamless and designed for 10% over the maximum pressures encountered in the pipe. 11.4 The piping shall be flanged for ease of maintenance. However, flange joints shall be kept to minimum. 		
	11.5 All the lines shall be hydraulically tested at 1.5 times of the design pressure and pressure shall be held for 2 hours. In no case the lines shall be tested below 2.5 Mpa.		
	 11.6 All lines shall be suitably supported so as to provide rigidity and avoid vibrations. 11.7 All lines less than 50 mm size can be socket welded to matching rating fittings. 		
	 11.8 All lines above 50 mm size shall be butt welded with full penetration welds. 11.9 All bolts, nuts and washers used shall be of stainless steel. 		
12	 11.9 All bolts, huts and washers used shall be of staffiess steel. Water Tank 12.1 The capacity of water tank shall be 4500 litre. In additional a 2% expansion space shall be made in the tank. The bottom of tank body shall be minimum of 5mm thick and side, top & baffles shall be of minimum 4 mm thick, all made from SS 316L material. The filler cap will be clearly marked as WATER preferably by press embossing. 		
	12.2 The water tank shall be suitably mounted on the chassis keeping in view the proper load distribution, less shock and vibrations on the axles. The water tank shall be mounted on the unit on a subframe using high quality rubber metacones. The sub frame shall be made from anti-corrosive treated MS minimum 5 inch section and shall be bolted with the chassis using the high tensile bolts. "U" bolts shall not be used for mounting of the tanks on the chassis.		
	12.3 The tank shall be suitably baffled with SS316L plates, 2 numbers fitted longitudinally and 2 numbers fitted transversely to prevent surge when		

Sl. No	Item Description	Compliance	Remarks/ Documents attached
	the vehicle is braking, cornering or accelerating.		utuenteu
F	12.4 The baffles shall be arranged in a manner to facilitate the passage of a		
	man through the tank for cleaning purpose.		
	12.5 The tank shall be mounted on minimum three cross members to		
	counteract the stresses caused by chassis flexion and shall be so		
	secured that it can be easily removed.		
	12.6 The water tank shall be provided with six chairs, three on either side		
	for mounting the tank on the runner and chassis frame.		
	12.7 Suitable eyes shall be provided on the shell of the tank to enable it to		
	be lifted from the vehicle for repairs/replacement as and when		
	required.		
-	12.8 The tank shall be fitted with a 100 mm bore overflow pipe.		
	12.9 A 63 mm instantaneous hydrant connection, incorporating a strainer		
	and NRV shall be provided close to the pump panel control for filling		
	the tank through 75 mm bore pipe or feeding the hose reel equipment.		
	12.10 Minimum 140 mm bore pipe line shall be taken from the tank to the		
	suction inlet of the pump incorporating minimum 140 mm quick		
	action spherical type valve.		
-	12.11 Drain plugs or drain cocks shall be provided, wherever necessary.		
-	12.12 The open end of the overflow pipe shall be taken down to a point		
	well below the chassis without affecting the effective ground		
	clearance when fully loaded and shall discharge away from the		
	wheels.		
-	12.13 Electronic LED water and foam indicators indicating the tank levels		
	as EMPTY, 1/4, 1/2, 3/4 and FULL shall be provided on the pump		
	control panel. These levels shall be indicated by number of glowing		
	LED lights (No LED Lights means an empty tank and all LED Lights		
	means full tank). The indicators shall sense the fluid level in the tank		
	with help of a pressure sensing probe. The indictors shall be located		
	on the rear pump control panel in such a manner that the operator /		
	Fireman can easily view the tank levels while being away from the		
	vehicle. Repeater secondary level indicators shall be provided in the		
	drivers cab to help the crew members to check the fluid from the cab		
	while travelling.		
	Visual level gauge of the glass tube shall be provided as calibrated to $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ and full (preferably calibrated in liters)		
	12.14 An inspection manhole of not less than 450 mm size shall be		
	provided on the top. The manhole shall have a hinged cover so that		
	the manhole shall also act as filling orifice. Cover shall be marked		
-	"Water".		
	12.15 A cleaning hole of at least 250 mm diameter shall be provided at the bottom.		
F	12.16 The tank shall be connected with the pump and hose reel and valves		
	shall be provided in such a way that any of the following operations		
	are possible:		
	a) Hydrant to tank		

SI. No	Item Description	Compliance	Remarks/ Documents attached
	b) Hydrant to reel		attacheu
	c) Tank pump – high and low pressure hose reels		
	d) Hydrant pump – low pressure hose reel; and		
	e) Off		
	12.17 The tank with its fitments shall withstand hydrostatic pressure of 0.3		
	bar.		
	12.18 The tank shall be fitted with a sludge trap and the bottom of tank		
	shall have a slight slope towards the sludge trap.		
	12.19 The entire area above the tank, suction hose lockers and rear of the		
	vehicle shall be covered with 1.6mm aluminium chequered plates		
	duly riveted firmly. The inner side portion of the lockers adjoining		
	the water tank wall shall be paneled with 18 gauge aluminium		
	chequered plate.		
	12.20 Butt joints to be minimized and wherever used, should be		
	radiographically tested.		
	12.21 Complete welding shall be done using TIG process.		
	12.22 The fastener of baffles plate shall be SS and they do not freeze due to		
	rusting.		
	12.23 The tank shall have adequately sized Breather Valve.		
	12.24 Centre of gravity should be maintained as low as possible.		
	12.25 The inlet line in the tank shall have an adequately strong deflection		
	plate which will avoid the incoming jet of water from hitting the tank		
	side or roof.		
	12.26 All the nozzle from the tank shall have suitable reinforcement pad.		
	Nozzle shall also have adequate stiffness to take the load from		
	pumping.		
	12.27 Suitable stiffeners/die-pressing, if required, shall be provided to		
	prevent surge while the vehicle is accelerating, cornering and		
	braking.		
13	Foam tank		
	13.1 The capacity of foam tank shall be 500 litres. In addition, a 2%		
	expansion space shall be made in the tank. The bottom of tank body		
	shall be minimum of 5mm thick and side, top & baffles shall be of		
	minimum 4 mm thick, all made from SS 316L. The foam tank shall		
	be of rigid type welded construction.		
	13.2 The foam tank shall be suitably mounted on the chassis keeping in		
	view the proper load distribution, less shock and vibrations on the		
	axles. The foam tank shall be mounted on the unit on a subframe using		
	rubber metacones. The sub frame shall be made from anti corrosive		
	treated MS minimum 5 inch section and shall be bolted with the		
	chassis using the high tensile bolts. "U" bolts shall not be used for		
	mounting of the tanks on the unit.		
	13.3 The cleaning hole of 250 mm and drain pipe with a ball valve & plug		
	incorporated in it shall be provided. The tank shall have filling orifice		
	of not less than 150 mm diameter with a removable strainer fitted to it.		
	The strainer shall be of such material as it will not be affected by		

SI. No	Item Description	Compliance	Remarks/ Documents
	constant contact with foam compound and its total screening area will		attached
	be adequate to permit quick filling of foam compound into the tank.		
	The filler cap will be clearly marked FOAM preferably by press		
	embossing.		
	13.4 The tank will be suitable baffled to prevent surge while the vehicle is		
	in motion or standing on uneven ground or brakes are applied to the		
	moving appliance. The design of the tank will incorporate removable		
	sump fitted with a drain valve. The foam draw off tube will be		
	positioned in the center of the sump in such a manner that foreign		
	matter or sludge will not pass into the compound line.		
	13.5 The pick-up tube will be fitted with a gauge strainer of suitable		
	material, mesh, size & adequate straining area. The paneling over the		
	tank top will be removable & it will be ensured that the joint between		
	the paneling & the body of the tank is leak proof. The tank will be		
	provided with breather (automatic type) in the tank.		
	13.6 Means will be provided for automatic venting of the foam tank when		
	the tank is being filled. This will not be incorporated with the cap. The		
	device employed will be simple & will not get clogged easily during		
	normal use of the appliance.		
	13.7 The draw off tube will be connected to the foam proportioner, as		
	necessary, and automatic flow control valve shall be incorporated in it		
	so as to maintain a constant induction rate of not more than 6 % with		
	varying foam output with NRV in addition to the main control valve.		
	The draw off pipe will be fitted with removable strainer of suitable		
	material.		
	13.8 Provision will also be made for drawing foam compound into the foam		
	producing system from an external source through a pick-up tube while		
	producing foam.		
	13.9 Arrangement for filling from outside with the help of electrically		
	operated foam transfer pump with control valve and also for supply of		
	foam compound for operating external equipment with control valve		
	shall be provided.		
	13.10 Suitable stiffeners/die-pressing, if required, shall be provided to		
	prevent surge while the vehicle is accelerating, cornering and braking		
	13.11 The tank shall be fitted with a sludge trap and the bottom of tank		
	shall have a slight slope towards the sludge trap		
	13.12 The tank with its fitments shall withstand hydrostatic pressure of 0.3		
	bar.		
	13.13 The inlet line in the tank shall have an adequately stronger deflector		
	plate which will avoid the incoming jet of foam from hitting the tank		
	side/roof.		
	13.14 The pressure/ vacuum vent shall not allow atmospheric air to enter		
	the foam tank except during the operation or to compensate for		
	thermal fluctuation.		
	13.15 All the nozzle for the tank shall have suitable reinforcement pads.		
	-		
	Nozzles shall also have adequate stiffness to take the load from the		

Sl. No	Item Description	Compliance	Remarks/ Documents attached
	piping. The tank shall be provided with anti-vortex device at nozzle		utueneu
	for pump suction		
	13.16 The fill tower opening shall be protected by completely sealed air		
	tight cover.		
14	Dry Chemical Powder System		
	14.1 Fire Extinguisher of 02 x 75 Kg capacity each DCP (Dry Chemical		
	Powder) containing monoammonium phosphate shall be provided at a		
	convenient position on the MFT.		
	14.2 DCP extinguishing system shall have high pressure hose of 30 meter		
	length with pistol type discharge nozzle.		
	14.3 Each DCP cylinder shall be fitted with the Nitrogen expellant cylinder		
	(10 litre water capacity) for discharging DCP.		
	14.4 Each DCP & Nitrogen cylinders shall be relevant BIS/PESO certified		
	and shall have universal filling connections. The cylinder shall be		
	brand new and have clearance from PESO, Nagpur for re-filling, storing and operation.		
15	Carbon Dioxide System		
10	15.1 Two Nos. of 22.5 Kg capacity CO_2 cylinders (one on each side of MFT)		
	with one manifold shall be provided.		
	15.2 The manifold of these CO2 cylinders shall be fitted with a 30 m long		
	high-pressure hose and the cylinders shall be placed in lockers at a		
	convenient position in the MFT.		
	15.3 CO2 cylinders shall be relevant BIS/PESO certified and shall have		
	universal filling connections. The cylinder shall be brand new and have		
	clearance from PESO, Nagpur for re-filling, storing and operation		
16	Foam cum Water Monitor		
	16.1 A foam cum water monitor of reputed make with minimum discharge		
	capacity of 2,250 LPM @ 7 bar shall be mounted on the top of the MFT		
	at suitable location between the driver cabin and water tank, in such a		
	manner that it can be manually operated by a crew member.		
	16.2 The monitor shall be capable of discharging water to an effective		
	distance not less than 50 meter and projecting the foam discharge to an		
	effective distance not less than 40 meter in still air condition when		
	operated at 7 bar pressure.		
	16.3 The monitor shall be capable of traversing through 360 degree in		
	horizontal plane, elevating from horizontal to +75 degree and depressing		
	from horizontal to not less than minus 15 degree and fully rotation in		
	both directions.		
	16.4 The monitor should have control valve and it will be provided with		
	Jet/Spray type nozzle.		
	16.5 The monitor shall be hydrostatically tested at the pressure of 23 Bar for		
	5 minutes.		
	16.6 The monitor pipeline shall be supported suitably to avoid vibration and		
	cracking.		
17	Crew Cabin		
	17.1 The crew cabin shall be made for easy entry and exit of fire crew &		

SI. No	Item Description	Compliance	Remarks/ Documents attached
	driver. Cabin shall accommodate driver, In-charge of the crew and four		utucheu
	crew members $(1+1+4=6)$ in the crew cabin.		
	17.2 Each cross member shall be made of minimum dimensions of		
	35x35x2mm square tubes made of SS 304 material. The gap between		
	each cross member shall not be more than 300 mm. The internal panel		
	shall be of Aluminium sheets with thickness not be less than 1.6mm at		
	the sides and not less than 2mm at the roof top. The structure shall be		
	integrated to chassis by MS C-section channel of not less than 12mm		
	thickness with rubber padding.		
	17.3 The rear structure near the pump shall be made of minimum		
	dimensions of 35x35x2mm square tubes made of SS 304 material. The		
	gap between each cross member shall not be more than 300mm. The		
	internal panel shall be of Aluminium sheets with thickness not be less		
	than 1.6mm at the sides and not less than 2mm at the roof top. The		
	structure shall be integrated to chassis by MS C-section channel of not		
	less than 12mm thickness with rubber padding.		
	17.4 All the super-structural cross members and underframe cross members		
	shall be painted with primer and two coats of chassis black paint.		
	17.5 The external paneling of crew cabin, including doors shall be of		
	minimum 1.6 mm aluminum sheet with all joints riveted except the		
	roof, which shall be minimum 3 mm thick aluminum sheet.		
	17.6 The flooring of crew cabin shall be fabricated from minimum 3 mm		
	aluminum chequered plates except over the mudguard arch which shall		
	be minimum 16 SWG aluminum chequered plate rigidly fixed to the		
	under frame by means of nuts & bolts or riveting.		
	17.7 Trap doors for topping up oil, etc. wherever necessary shall be		
	provided.		
18	Door & Window		
	18.1 The crew cabin shall be equipped with two doors each side for the		
	driver and crew members.		
	18.2 All doors shall be fitted on the super structural members each hung		
	upon the three-member coach type stout hinged and fitted with best		
	quality of handles.		
	18.3 In addition to the automatic door locks, aluminum tower bolts of 20		
	mm shall be provided for all the door from inside, adequate grave rails		
	shall be provided for easily boarding and alighting from the vehicle.		
	18.4 The door handle on outside of driver seat shall have a locking		
	arrangement, other door shall be lockable from inside.		
	18.5 The window on all doors shall be of fully liftable with winding		
	regulator type. All windows fitted doors shall be made of minimum 5		
	mm toughened laminated glass.		
	18.6 The windshield (single piece) shall be shatter-proof safety glass. The		
	cabin shall be provided with wide gutters to prevent foam and water		
	dripping on the windshield and side windows.		
	18.7 The grab handle shall be provided from inside the cabin preferably on		
	door pillars.		

SI. No	Item Description	Compliance	Remarks/ Documents attached
19	Seats 19.1 The driver and co-driver seats shall be fully adjustable types both vertical upward & downward and horizontally forward & backward with safety belt. The seat assembly shall be original designed approved by chassis manufacturer.		unicheu
	19.2 The seat & back rest shall be made of high density latex foam upholstered in good quality in foam leather cloth.		
	19.3 04 Nos. of cabin crew seats with safety belts shall be provided in the rear of the cabin which shall be rigidly fixed to the floor and shall be placed across the full width of the cabin.		
	19.4 The fire crew seats shall be provided with high density latex foam upholstered in good quality in foam leather cloth.		
	19.5 The crew seat shall have facility to integrate ready to use BA sets (02 Nos.) which shall be located to the backrest with quick release system so that it can be worn in running vehicle.		
	19.6 Below the crew seat, two lockers shall be provided for keeping accessories.		
	19.7 The rear body shall be fabricated in continuation and in line with the cabin.		
20	 Body Work 20.1 The material used for construction of body shall be new and free from all defects and imperfection that may affect the serviceability of finished product. The selection of material shall be made with a view to combine lightness with strength and durability. 		
	20.2 The actual gross vehicle weight fully loaded with water, foam, DCP & CO2, all driver & crew members and fully equipped with fire accessories, tools, shall not exceed the maximum permissible weight of the chassis. The distribution of the load shall conform to the specification laid down by the original manufacturer.		
	20.3 The structure shall be so designed for the intended usage of the vehicle by avoiding any vibration/rattling/deformation during operation.		
	20.4 The stability of MFT shall be such that when under fully equipped and loaded condition (but excluding crew), if the surface on which the MFT stand is tilted to either side the point at which overturning occurs is not passed at an angle of 30^{0} from the horizontal.		
	20.5 Two cat ladders made out of stainless steel round or square pipe of minimum 25 mm diameter shall be provided. Number of steps shall be provided according to the height of the body.		
	20.6 Two number of 25 mm diameter aluminum pipe railing with sufficient number of aluminum double socket brackets shall be provided to the rear body over the deck.		
	20.7 Quick removable type wire mesh guard made from 25mm X 25mm size of mild steel frame shall be provided with steel wire mesh of 1.6 mm to all the glasses of driver cum crew cabin.		
	20.8 Ladder Gallows: Gallows shall be provided to carry a 10.5 meter aluminum trussed type extension ladder. The design shall be such that		

Sl. No	Item Description	Compliance	Remarks/ Documents attached
	the ladder can be released without difficulty from a reasonably		
	accessible position and shall embody roller to permit easy withdrawal.		
	Means shall also be provided for locking the ladder when stowed.		
21	Lockers		
	21.1 Sufficient number of lockers shall be provided at both the sides of the		
	rear body for keeping delivery hoses, accessories, hose reel & other		
	tools as per the list of schedules of equipment (except Sl. No. 1 & 2		
	in the list). The lockers shall be durable, maintenance free, weather		
	and corrosion resistant and capable of opening in every position of		
	the vehicle even in rough terrain or on slopes.		
	21.2 The lockers shall be arranged in such a manner that the load		
	distribution shall be equal on both sides. The locker floor to be covered		
	with minimum 2 mm thick aluminium chequered sheet duly tightened		
	by suitable fasteners.		
	21.3 There shall be one full width locker & two half width lockers suitable		
	size at a suitable location. One of the lockers shall be provided with		
	sliding tray for keeping Hydraulic Rescue tools along with proper		
	fastening arrangement. The lockers shall be divided into compartments		
	& halves as per the requirement.		
	21.4 All locker compartment shall be covered with aluminium rolling		
	shutters. The shutters shall be made of extruded aluminium & duly		
	powder coated for smooth finish and aesthetic look. This shutter shall		
	be equipped with electro-magnetic switch on the door tracks to provide		
	automatic switch ON/OFF lockers light with sufficient illumination.		
	The shutter shall be tight fitted with suitable rubber packing. A spring		
	mechanism shall be fitted so that the shutters are held up at any point of energing. It should be easy to energies and shall ensure that the		
	of opening. It should be easy to operate and shall ensure that the		
	shutters can be easily pulled down.		
	21.5 For all hose fitting like branch pipe, etc., quick release type couplings are provided which enables the operator to locate the desired		
	equipment instantly and thereby save valuable time for firefighting		
	operation. These couplings also ensure that none of the item damages		
	the internal paneling and thereby increase the life of the MFT. Suitable		
	clamps, brackets, holders, etc. shall be provided for all other items.		
22	Control Panel near the pump		
	22.1 The adequately illuminated control panel with gauges, control switch		
	etc. shall be provided at the rear of the MFT near to the pump with the		
	following controls.		
	a) Electronic Throttle Control for engine		
	b) Pressure gauge 0 to 20 kg/cm2 (glycerin filled)		
	c) Compound Gauge:		
	i. Vacuum 0 to 75cm of Hg in Red		
	ii. Pressure 0 to 15 kg/cm2 in black		
	d) Primer control for both automatic and manual mode.		
	e) Water level indicator calibrated on empty, 1/4, 1/2, 3/4 & full tank.		
	f) Foam Level indicator calibrated on empty, 1/4, 1/2, 3/4 & full tank.		

Sl. No	Item Description		Compliance	Remarks/ Documents attached
	g) Foam proportionating valve.			attacheu
	h) Main Tank Valve			
	i) Foam tank valve			
	j) Monitor Valve			
	k) Delivery Valve			
	1) Suction inlet			
	m) Hose Reel Valve.			
	n) Control valve hydrant connection			
23	Control Panel for Ultra High-Pressure Pump:			
25	23.1 The adequately illuminated control panel with	gauges, control switch		
	etc. shall be provided at the appropriate location			
	with the following controls:			
	a) Electronic Throttle Control for engine.			
	b) Pressure gauge 0 to 150 kg/cm2 (glycerin filled)			
	23.2 The ON/OFF of High Pressure Pump shall be			
	control valve provided on the fog gun.	performed by the		
24	Electrical Accessories			
21	24.1 All-important electrical circuits shall have s	separate fuses suitably		
	indicated and shall be grouped into a comme			
	accessible position in drivers cab and fitted w			
	spare fuses.	, <u>,</u> , ,		
	24.2 All the wiring shall be monopole and sha	all not be exposed to		
	atmosphere. Conduits shall be used wherever necessary.			
	24.3 All lockers shall be provided with internal automatic lighting			
	arrangement with the master switch in the cab.			
	24.4 A trickle type battery charger shall be provi			
	battery in situ. A red pilot lamp indicating			
	being charged from an external supply shall be			
	24.5 It shall have a mechanism for auto eject f	_		
	charging power cable from the vehicle charg			
	the ignition of the vehicle.	ing point upon starting		
	24.6 It shall also have an inbuilt air compressor wh	hich will charge the air		
	tank of MFT while it is parked. The power	_		
	shall be provided at suitable location on t			
	attachment of power cable is possible.	ne truck so that easy		
	attachment of power cable is possible.			
	Following electrical fitting shall be provided	on the appliances at		
	suitable locations:	,		
	1 Head lamps	02 Nos.		
	2 Tail lamps	02		
	3 Fog lamps	02		
	4 Standard make LED Light Bar with inbuilt	01		
	PA System and a multi tone siren & hooter			
	5 Search light with 30 meter cable reel	01		
	6 Spotlight (mounted near driving	01		
	compartment)			
	7 Inspection lamp with bracket	01		
		[83]		

SI. No		Item Description			Compliance	Remarks/ Documents attached
	8	Wind Screen wipers	02			unuciica
	9	Electrical Siren 12/24 V, double tone	01			
	10	Reverse light 02 Nos.	01 set			
	11	Clearance light to be fitted on both side in	2+2			
		front & rear.				
	12	Rear reflector	02			
	13	Cabin light	04			
	14	Fire bell (250mm size) (IS 950_7.2.1.a)	01			
	15	Amber Blinker lights- situated on the top of	02			
		drivers cabin.	-			
	16	Trafficators	06			
	17	Windscreen washer	02			
	18	Standard Tools & Accessories	1 set			
	19	Cab, instrument panel and locker light	As per the			
	17	Cuo, instrument puner une rocker right	requirement			
			requirement			
	25.3 25.4 25.5 25.6	of 200 watts (each) vertically elevated to a min ground shall be installed on the suitable side of the The telescopic lighting system shall be equipped that can be operated either by remote control or provided in the vehicle/telescopic light. Lighting shall be provided by a 12V or 24V De Directional lighting system with 360 degree rot provide total coverage. The total control shall allow one person to oper the light mast and accurately aim for complete di All functions of light mast including extension position, light ON/OFF, etc. shall be weather pro In addition, auto show, a one button command, turns out the lights and stows the entire system to position shall also be included in the remote com	he vehicle. I with a control syst built-in control syst C with remote cont tation as well as til rate all the function irectional positionin and restoring orig oof. automatically retra	tem tem rol. t to n of .g. inal cts,		
26		iary Electrical Power Unit				
	ł 1	Generator of minimum 4.0 KVA capacity porta having manual and auto start facility, shall be location with all necessary connections and contri- power to the light mast as well as other electrically	e mounted at suita rol panel for provid	able		
27		era System:	·			
	27.1					
		view and side view with a provision of recording	-			
		a month data. It should come with a display				
		LED screen) in driver cabin to view all came	era(s) footage cover	ring		
		positions.				
28		e winch		T		
	28.1	An electrically operated cable winch with min	-	-		
		capacity (single layer) shall be provided and m	nounted in the from	t of		

Sl. No	Item Description	Compliance	Remarks/ Documents
INU			attached
	the vehicle with suitable strong supports. The winch unit should be		attacheu
	complete with minimum 5.5 HP, 12 V or 24 V, DC Series wound		
	electric reversible motor for increased pulling power, rope drum, and		
	27 m heavy duty galvanized EIPS wire rope with replaceable self-		
	locking clevis hook.		
	28.2 The motor and solenoid shall be grounded to the battery. It shall have		
	an automatic load holding brake system for more strength. For free		
	spooling the clutch design shall be easy to use type with spring loaded		
	pull and rotate system.		
	A		
	28.3 The rope drum shall not be more than 8 inches long having 3.5-inch		
	dia. and shall be supplied with minimum 90 feet heavy duty galvanized		
	EIPS wire rope with replaceable self-locking clevis hook and would be		
	mounted on the front bumper of the vehicle with suitable strong		
	support and a four-way roller fairlead.		
	28.4 The weight of the winch shall not be more than 55 Kg. A wireless		
	remote for 12 V/24 V system or wired remote for 24 V system shall		
•	also be supplied with the unit.		
29	Painting & Finishing of Fire tender		
	29.1 The basic structure material should be zinc coated and thereafter it shall be prepared by grinding the welded surfaces, priming the finished		
	material with two zinc rich primer and then finally coated with a two-		
	pack epoxy-based paint. Once the paneling is completed all the outside		
	surfaces should be painted with a good quality paint system preferably		
	Du-Point, Asian PPG, ICI Nerolac. Before final painting of fire tender		
	02 coats of anti-corrosion and primer coat will be applied.		
	29.2 The complete structure material shall be treated for anti-corrosion by		
	epoxy primer (02 packs) Dupont, Asian PPG, ICI, Nerolac. 02 coats of		
	epoxy paints shall be applied to the welded portion of structure.29.3 The complete exterior of the vehicle shall be painted with complete		
	PU paint system of make mentioned above as per the colour scheme to		
	be provided by the AAI.		
	29.4 The internal painting of the lockers shall be done with two coats of		
	grey synthetic enamel paints made by ICI, Dulux, Nerolac, Dupond, or		
	Asian-PPG.		
	29.5 The name of Airports Authority of India, Airport Fire Service in Hindi		
	& English and emblem shall be painted/stickered on both sides of		
30	MFT in letter of suitable size. Marking / Name plates		
50	30.1 All the lockers /cabins will be provided with stainless steel name		
	plate with letter engraved on it boldly indicating the content.		
	30.2 Each appliance shall be clearly and permanently marked with the		
	following information;		
	30.2.1 Manufacturer's name or Trade mark, if any.		
	30.2.2 Serial number of the pump body and year of construction.		
	30.2.3 Capacity of pump, in litres per minute.		
	30.2.4 Capacity of water tank, in litres.		
	30.2.5 Nominal speed, in RPM		
	30.2.6 Transmission Ratio of Pump Gear.		
	30.2.7 Working pressure, in Bar.		
	50.2.7 WORNING PRESSURE, III Dal.		

Sl. No	Item Description	Compliance	Remarks/ Documents
	30.2.8 Direction of Rotation of pump shall be indicated by an arrow and		attached
	this shall be permanently marked on the pump body.		
	30.2.9 Lubrication points, drainage device, etc. shall be color coded.		
31	Instruction Book		
51	31.1 Instruction Book (s) for the guidance of user(s) including both		
	operating and normal maintenance procedure shall be supplied. The		
	book (s) shall include an itemized and illustrated spare parts list giving		
	reference number of all the wearing parts.		
	General instructions		
	The following description of the pump shall be included in the		
	instructions hand book;		
	i. General description		
	ii. Range of usable ambient temperature.		
	iii. Design & function of the pump, including important data (for		
	example number of stages, shaft seal, primer materials,		
	drainage, lubricant points).		
	iv. Range of usable fluid temperatures.		
	v. Maximum operating pressure.		
	vi. Information of operating controls.		
	vii. Design function and use of safety protection device.		
	viii. Shut off valves and pump connection.		
	ix. Additional description for accessories.		
	x. Cross sectional drawings of the pump or exploded diagram		
	xi. Maximum angle of inclination of operation.		
32	Installation & assembly 32.1 The following instructions for installation/assembly shall be included		
	in the installation handbook		
	32.1.1 Instructions for installer / fabricator to make a complete risk		
	assessment for the final Multi Purpose Fire Tender.		
	32.1.2 Initial installation instruction		
	32.1.3 Data on installation site including		
	(a) Space requirement for operation & maintenance.		
	(b) Inspection instruction before start of installation		
	(c) Details of base/foundation		
	(d) Installation of pump assembly		
	(e) Correct installation of safety devices & control system		
	(f) Correct installation of pressure relief valve or other devices		
	in accordance with pressure containing parts & components		
	of the pump, if not supplied by the pump manufacturers.		
	(g) Adjustable safety device shall be contained in enclosures		
	that can only be opened by use of tools.		
33	Maintenance & Servicing:		
	33.1 The following instruction for maintenance and servicing of the pump		
	shall be included in the instruction's hand book;		
	 (i) Maintenance intervals and scope. (ii) Maintenance procedures and inspections including: 		
	(ii) Maintenance procedures and inspections including:		
	(a) List of Consumable items, spares and special tools.		

Sl. No	Item Description	Compliance	Remarks/ Documents attached
	(b) Monitoring during operation.		
	(c) Preventive action to be taken.		
	(d) Warning on risk arising from incorrect adjustment of safety devices.		
	(e) Warning on risk during operation.		
	(f) Tightening of fasteners.		
34	Ladder with Gallows		
	Aluminium extension ladder of 10.5m conforming to IS No 4571-1977 with		
	latest amendment if any: The design shall be such that ladder can be released		
	without difficulty from a reasonably accessible position and shall embody		
	rollers to permit easy withdrawal. Means shall be provided for locking the		
	ladder, when stored. The safety device, material used, test requirements,		
	strength of rounds, sway extension making shall be in accordance with IS No.		
	4571-1977 with latest amendments if any.		
	The design of the gallows shall be such that the ladder can be released		
	without difficulty from a reasonably accessible position.		

Schedule of Equipment to be supplied by the Manufacturer and stowed in the Lockers of the MFT

Sl. No.	Item	Qty.
1.	Aluminum Extension Ladder (10.5 m) as per IS:4571	01
2.	Suction hose of rubber of 140 mm diameter in 2.5 m lengths fitted with 140 mm suction hose couplings (IS: 3549)	04 Nos.
3	Suction collecting head – 140 mm suction inlet, GM 2 way IS: 904:1983	01
4	Suction Strainer 400 mm suction hose-Brass IS: 907:1984	01
5	Dividing Breaching with controlled 63 mm instantaneous pattern –GM IS: 5131:2002	01
6	Collecting Breaching 63 mm instantaneous pattern-GM IS: 905:1980	01
7	Suction Wrench 400 mm suction hose coupling IS: 4643:1984	02
8	Combined Key for hydrant cover & lower wall IS: 910:1980	02
9	Hose Straps IS: 5612:1977 (Pt-1)	06
10	Branch with revolving head, GM 63 mm size IS: 906:1988	01
11	Nozzle plain of various sizes for 63 mm, 12 mm, 20 mm IS: 903;1993	One each
12	Foam Branch-FB10 X type with pick up tube, GM IS:2097:1983	01
13	Rope polyamide 32 mm dia for lowering line of 30 meter long with sealed ends	01
14	Rope polyamide 12 mm dia for guy line of 30 meter long with sealed ends	01
15	Hose Bandage IS: 5612:1977 (pt-2)	02
16	Hose slings IS Standards	02
17	Canvas gloves with anti-skid palms	01 pair
18	Axe large IS: 963:1963	02
19	Pick Axe IS: 703:1968	01
20	Fireman Axe IS:926	01
21	Spade with wooden Handle	01
22	Crow Bar of 6 feet long 25 mm dia. (hexagonal) IS: 704:1968	01
23	Adjustable Pipe Wrench 30 cm. (12 inch) long	01
24	Oil-can (Filler) standard capacity (200 to 300 ml)	01
25	Sledge Hammer with wooden Handle (10 Kg)	01
26	Sledge Hammer with wooden Handle (05 Kg)	01
27	Suction Adaptor GM 100 mm Female X 63 mm male with lugs	01
28	Adaptor 63 mm male to 38 mm female GM	01
29	Adaptor 63 mm female to 63 mm female GM	01
30	Tool kit (Double end spanner, ring spanner, screw driver and combination plier insulated)	01 set
31	Belt Hook	01
32	Selectable flow nozzle, made of aluminum alloy (hard anodized) light weight and easy handling having 63 mm size male instantaneous inlet. Nozzle shall have rubber moulded bumper and pistol grip handle, ball valve with shut of handle. Selectable flow capacity nozzle flow rate setting of approx. 200 to 250-350-475- 600 LPM at 7 Bar, with good range hollow Jet, and dense fog in spray position and having an arrangement of low and medium expansion foam attachment. (weight 3 Kgs. Maximum)	01 Nos.
33	Branch Pipe GM 63 mm male inlet IS: 903:1993	01
34	Cap Hydrant Spindle	01
35	Cap Hydrant Spindle new pattern	01
36	Chisel cold 1 inch dia. hexagonal 6 inch length, 8 inch	One each

37	Hose Clamp IS Standards	02
38	Heavy duty insulator Bolt Cutter 600 mm long	01
39	Hammer Ball Peen – 500 gms.	01
40	Hook ceiling (preventer) with 3 meter long wooden handle	01
41	Hook Anchor	01
42	Knife Salvage with cover	01
43	Plier Cutting	01
44	Plier Insulated	01
45	Rake - Three prong	01
46	Hose Ramp (rubber) IS standard 20 ton capacity suitable for 2 lines	02
47	Saw carpenter – 300 mm	01
48	Shovel with handle	01
49	Nozzle spanner IS Standard	01
50	Strainer wicker with canvas hood	01
51	Crow Bar 4 feet length 25 mm dia. (Hexagonal)	01
52	Delivery Hose 63 mm dia. confirming to IS 636;1988 Type A in 30 meter length	04 Nos.
0-	with GM male and female coupling. The hose and the couplings should be ISI	0.1100
	marked.	
53	Breathing Apparatus, open circuit positive pressure type with cylinder made of	02
	carbon composite material, having water capacity of 6.8litres, 300bar 45minute	-
	duration, back plate equipped with lung demand valve holder and 2 nd man	
	connection originating, separating from pressure reducer, face mask, pressure	
	reducer completes with harness with spare cylinder. The shelf life of the cylinder	
	not less than 15 years with PESO approval SCBA set: CE marked, EN 137: 2006	
	type 2 approval Facemask: EN 136: class 3.	
	Cylinder: CE marked EN 12245 and PESO, Nagpur approved. Cylinder valve to be	
	EN 144 approved.	
	The complete set will be supplied with single molded FRP carrying box. A compact	
	carrying FRP/Aluminized case/box/ should be provided for each set.	
54	HYDRAULIC SPREADER AND CUTTER WITH PUMP & ACCESSORIES	
	One set of hydraulic spreader and cutter with pump and accessories as per	01 set
	Annexure-T shall be provided in each MFT.	
55	Fire proximity overall suit:	04 Nos.
	Material or fabric shall be inherent flame resistance colour royal navy blue make	
	Karmal/Nomax certified from CE, EN standard 11612.	
	Stitching also certified as per CE standard.	
	Two Radium layers on each sleeve, one radium layer on waist, one layer below	
	Knee on each side. CE certified elastic at the leg end (Jogger). Two pocket on chest	
	with flap, pockets on thigh on each side, pocket on each side of Knee.	
	Branded chain.	
56	Power Driven Saw driven by 02 Stroke petrol driven air cooled of output capacity	01 No.
	not less than 04 HP shall be provided with 02 Nos. 350 mm blades (01 No. of	
	diamond tip blade and 01 No. of carbide blade). The power driven saw shall	
	comply with ISO 19432 standard.	
56	Stepney tire with rim	01 Set
57	Hydraulic Jack (Bottle Type) for 20 ton capacity with Handle and safety lock	01
58	Tyre Lever	01
59	Spare cylinders for Nitrogen (additional) – 10 litres water capacity	02 Nos.

60.	Spare cylinders for Breathing Apparatus (additional) – 6.8 litres	02 Nos.
61.	Zero Torque Nozzle with discharge of min. 450 LPM and with flow setting option	01 Nos.
62.	Heat Resistant Gloves	04 Pairs
63.	First Aid Box (For minimum 10 persons.)	01 No.
64.	Piercing Nozzle Branch	01 No.

Annexure-T

Sl. No.	TECHNICAL SPECIFICATIONS FOR HYDRAULIC SPREADER	Statement of
	AND CUTTER WITH PUMP & ACCESSORIES	Compliance
1	General	
	The unit shall be safer for heavy duty performance during rescue and	
	salvage operation. It should be certified as per EN 13204/NFPA	
	1936/equivalent (latest version).	
2	Pump Driven by Petrol Engine	
2.1	Should be able to operate cutter and spreader at the same time at their	
	maximum performance level.	
2.2	Weight not more than 25 KG, fully / ready for operation as per EN 13204	
	/NFPA 1936/ equivalent (incl. couplings, engine oil, hydraulic oil and fuel).	
2.3	Safety: Provision of safety valves at each stage is essential in addition to	
	excess pressure release valve. The system shall comply with all safety	
	requirements specified in EN: 982. and EN: 60204-1/equivalent.	
2.4	The pump shall be 4-stroke air-cooled petrol engine with minimum 2.2 KW	, with following additional
	features:	
	i. Single switch operation	
	ii. Protection cap for spark plug	
	iii. The hydraulic fuel reservoir shall be provided with a means to	
	visually determine the Fluid level. Such means shall include but not	
	limited to dip stick type indicator, sight gauges or remote fluid level	
	gauges.	
	iv. Electronic/Suitable Speed control Mechanism.	
3	Hose	
3.1	The pump shall be supplied with a heavy-duty hydraulic hose suitable for	
	operating all the tools having a working pressure of not more than 750 bar	
	and tested to a pressure of not less than 2 times the working pressure	
2.0	coupled with single hose coupler.	
3.2	The bursting pressure shall be 4 times the working pressure.	
3.3	The hose and hose assembly shall have minimum resistance against	
	abrasion, fluids and ozone as stated in EN: 853, 855, 856 and	
2.4	857/equivalent.	a real shall he as fallows:
3.4	The quantity of hose with instantaneous couplers preferably mounted on a hos	e feel shall be as follows:
	a. 10 mtrs: 2 nos. b. 20 mtrs: 2 nos.	
2.5		
3.5	Hose shall be made of suitable components and design to perform the task without any personal safety hazard. The hose shall confirm to EN:	
	13204/NFPA 1936/equivalent.	
3.7	Shall have quick coupler to prevent inadvertent disconnection.	
4	Cutter for Rescue (as per EN: 13204 / NFPA 1936 / equivalent)	
4.1	Shall be made of anticorrosive material with the provision of carrying	
7.1	handles for operating the cutter in all directions for safe and easy operation.	
4.2	The equipment shall be capable for using under water.	
4.3	Weight shall not exceed more than 20 kg.	
4.4	Cutting force not less than 100 tons and shall be able to cut A-36 Hot Rolled	
7.7	steel round bar of 40 mm.	
4.5	Jaw width not less than 180 mm	
4.6	Blade design: Any design certified by EN/NFPA/ equivalent for the desired	
	level of performance.	

4.7	Anodized for corrosion resistance.	
4.8	Maximum Working Pressure: 750 bar	
4.9	Testing pressure shall be 1.5 times of working pressure.	
4.10	The equipment shall comply with the requirement of operating temperature	
	as per the provisions of NFPA 1936.	
5	Spreader for Rescue (as per EN: 13204/ NFPA 1936/ equivalent)	
5.1	Should be made of anticorrosive material with the provision of carrying	
	handles for operating the spreader in all directions for safe and easy	
	operation.	
5.2	Spreading force not less than 32 tons and not less than 4 tons measured at 25	
	mm from the tips as per EN 13204/NFPA 1936/equivalent.	
5.3	Weight should not exceed more than 20 kgs	
5.4		
5.5		
5.6		
5.7	Teeth double edged, should be capable of spreading & squeezing. Tips must	
	have possibility to be changed without the use of tools.	
5.8		
5.9	01	
5.10	61 61	
5.11	Quick lock system for tips & chain pulling set and adaptors	
6	Chains	
6.1	Metallic provided with suitable eye and hook for the spreader.	
6.2		
(2)	However, none of the two chains should be less than 1.5 metres.	
6.3	Strength: Shall be capable of working at more than the force exerted by	
7	spreader.	
7.1	Telescopic RAM (as per EN: 13204/ NFPA 1936/equivalent)The ram cylinder shall be double acting hydraulically operated device of	
/.1	lightweight construction suitable for manual application with ease.	
7.2	The telescopic ram shall be capable of lifting and spreading operation. Built	
1.2	in speed valve for faster operation.	
7.3		
7.3.1.		
7.3.2.	Max. Spreading force 2nd plug - Not less than 08 Ton	
7.3.3.	Length retracted - Not more than 575 mm	
7.3.4.		
7.3.5.	Stroke 1st plug – As per OEM's Design	
7.3.6.	Stroke 2nd plug - As per OEM's Design	
7.3.7.	Total stroke – Minimum 700 mm	
7.3.8.	Weight - Not more than 22 kgs	
7.4		
7.5	Testing pressure shall be 1.5 times of working pressure.	
8	Other Requirements	
8.1	Technical and Operational Manual: One set each of Technical and	
	Operational Manuals shall be with each equipment.	

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

SECTION- E

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

Sl. No	Item Description	Parameter	Inspection Method for prototype/ FAT
1	Purpose & Scope: This specification is based on the requirements such as design, fabrication, workmanship and finish, Testing and Commissioning of Multipurpose Fire Tender (Water, Foam, DCP & CO2), which can maneuver easily for handling any fire exigencies of Terminal Building and other establishment on the Airport's city side.		Self- Certification
	The Bidder shall obtain necessary temporary registration from the concerned Regional Transport Authorities after purchase of the chassis and completion of body works. Registration of MFT should be done under the category "Fire Tender" for which applicable Road Taxes is at concessional rates if any or exempted unlike other commercial vehicle.		Self- Certification
	The Bidder shall take out necessary comprehensive insurance policy for a period of 01 (one) year as per the laid down IRDA norms.		Self- Certification
	The temporary registration, transit insurance, road tax, body building certificate, road worthiness, PUC, safety, Sale Letter Form No.21 & 22/22A etc., in the name of AAI as required under the Motor Vehicle Act shall be provided for carrying out permanent registration of MFT at consignee Airport.		Self- Certification
2	 Vehicle Chassis: The Fire Tender shall be fabricated confirming to the following characteristics: 2.1 The MFT shall have the following overall dimensions: a. Wheel base: Not more than 4800 mm b. Turning circle radius: Not more than 10 m c. Road clearance: Not less than 220 mm d. Overall width: Not more than 2600 mm e. Overall Height : As per the RTO regulations. 		Check quality control sheets/self certification/ Visual Inspection
	2.2 The GVW shall be Minimum 18,000 kg.		Check quality control sheets/ self- certification
	2.3 The truck chassis shall be of reputed Make with 4x2 (with rear dual wheel) & Right-Hand Drive, Air-conditioned cabin, suitable transmission, suitable suspension, power steering, brake system with ABS & diesel fuel tank capacity shall be minimum 200 liters.		Check quality control sheets/ self- certification
	2.4 <u>Driver's cabin and hydraulic tilt angle shall comply with the design</u> parameters of chassis manufacturer.		Self- Certification
	2.5 The fully laden MFT shall attain a maximum speed not less than 72 Km/hr. on level road.		Functional Test

	 2.6 Maximum time for acceleration from 0 to 64 Km/hr. in fully laden condition in ≤ 55 seconds. 2.7 The fully laden MFT shall be capable of being started from rest on a gradient of 1 to 4. 	 Functional Test
	2.8 When travelling at 48 km/h on a level dry surface the foot brake shall be capable of stopping the vehicle within a distance of 15 m from the point at which the brake is applied. The hand brake shall be capable of holding the fully laden MFT on a dry surface with gradient of 1 in 4 when in neutral gear.	 Functional Test
	 2.9 A suitable bumper shall be provided at the front rigidly fixed to the super structural members by means of nut & bolts fabricated from minimum 200mm x 50 mm x 5 mm mild steel channel. 2.10 A suitable bumper shall be provided at the rear rigidly fixed to the super structural members by means of nut & bolts fabricated from minimum 100mm x 50 mm x 5 mm mild steel channel. 	 Visual Inspection/ Self- Certification/ Check quality control sheets
	2.11 A heavy-duty towing hook shall be provided and fitted in front & rear by means of nut and bolts.	 Visual Inspection
3	Engine3.1 Engine with a minimum 200 HP, shall be fitted with the Chassis of MFT and it shall comply with the latest emission norms: BS-VI or above.	 Check data sheet
	 3.2 he Engine shall be provided with cooling System to permit its continuous stationery running without overheating. 3.3 The operating temperature of the engine cooling water shall be thermostatically controlled. 3.4 The oil in the oil sump shall be prevented from overheating. 	 Check data sheet / self- certification
	3.5 Suitable gauge for cooling water and glow lamp for lubricating system shall be provided in the driver's cab and on the pump panel. This shall be marked with operating temperature.	 Visual Inspection
	3.6 External filter shall be provided for the lubricating system and a tubular dipstick to gauge the level of oil in the oil sump shall be provided.	 Visual Inspection
4	 Main Pump 4.1 The Pump shall be rear mounted, single stage, centrifugal type coupled with suitable Power Take Off (PTO) unit capable of delivering a minimum 3000 LPM at 8 bar. The pump shall be capable of delivering above performance with all strainers, external & internal with a suction lift of 7.5 meters. 	 Visual Inspection/ Self- Certification/ Check quality control sheets
	 4.2 The pump shall meet the following standards: a) CE marked in compliance with EN1028 b) UL approved in compliance with NFPA 1901 4.3 The pump volute, impeller, and wearing ring shall be made from gun metal confirming to Gr. II of IS: 318/198 and the pump shaft shall be made from stainless steel confirming to IS: 6603/1972. 4.4 The bearing housing shall be made of Cast Iron and all the stud and bolt coming in contact with water shall be of stainless steel. 4.5 The bearing used in the pump shall be of reputed make i.e. preferably of SKF/NBC/NSK/NTN. 	 Check data sheet / self- certification
	4.6 The pump shall be provided with self-adjusting mechanical carbon seal with interface plate. The mechanical seal assembly shall withstand dry running of pump for a minimum period of 2 minutes without sustaining any damages.	 Functional Test/self- Certification

4.7 The pump design shall be modular type and shall not have gasket / packing. The arrangement shall be such that the carbon seal can be attended / removed without removing the pump body.	 Self- Certification/ Visual Inspection
4.8 The pump shall be provided with one suction inlet of 140 mm standard suction connection (IS:902) with internal strainer and blank cap. The strainer shall be retained firmly when in use but shall be easily removable. The mesh size of the pump inlet screen shall be smaller than the outlet size of the impeller. Pump shall be provided with two number of 63 mm standard hose couplings (IS:903) with screwed wheel type quick closing clack valves (IS:4928). The delivery valve spindle sealing shall not be of gland type.	 Self- Certification/ Visual Inspection
4.9 Blank caps delivery valve shall be fastened with chains. It should have adequate mechanism to relieve the pressure developed between the valve and the cap.	 Visual Inspection
4.10 The pump efficiency shall in such a way that the power and RPM required shall not be more than that available with the engine for stationary and continuous operation.	 Self- Certification
4.11 The pump shall be mounted at the rear of the vehicle connected to PTO by propeller shaft with universal and slip joints having sufficient number of bearing supports.	 Visual Inspection
4.12 A readily accessible drain valve that is marked with a label as to its function, shall be provided to allow for draining of water from the pump, water carrying lines and accessories.	 Visual Inspection
4.13 The wearing ring and other parts which may be subjected to frequent wear should be of renewable type.	 Self- Certification
 5 Ultra High Pressure Water Mist Pump (Auxiliary Pump) 5.1 CE certified plunger pump of 150 LPM @ 100 bar capacity shall be provided for water mist generation with delivery assembly consists of spray gun, high pressure hose of 60 meter with reel, etc. 	 Check data sheet / Visual Inspection
5.2 A by-pass line for letting the water back to the tank shall be provided to release excess pressure generated due to shutting down of the hand lines.	 Functional Test
 5.3 The pump suction line shall have inline filters and the delivery line shall also have pressure relief valve. 5.4 The pump discharge line shall have pulsation dampener for smooth flow. 5.5 Provision for induction of foam from external source shall be provided. 	 Self- Certification/ Visual Inspection
 High pressure Hose Reel 6.1 Two Nos. high pressure hose reel with auto cum manual rewinding mechanism of at least 60m length (each) shall be provided and mounted so as to be accessible for use from either side of the appliance. The hose reel shall be terminating in high pressure fog/jet trigger type gun connected by quick connect couplings capable of discharging 75 LPM @ 100 bar in jet or fog pattern. The fog gun shall be made of SS. 	 Functional Test
6.2 This hose reel shall be connected to high pressure outlet of the pump with SS ball valve of suitable size.	 Visual Inspection
6.3 The hose shall be prevented from kinking during firefighting operation.	 Functional Test
6.4 There shall not be any gland sealing for the hose reel & sealing shall be done by means of either oil seals or "O" rings.	 Self- Certification/ Visual Inspection
6.5 The hose reels shall be fitted with over brake or locking device.	 Functional Test
6.6 The hoses with appropriate diameter shall be used for the hose reel and it shall be rated for 130bar working pressure (180bar test pressure). The jet	 Functional Test/ Check

	range shall not be less than 20m and the water droplets in the spray form shall be of 100 microns (approx.) at an angle of 45 deg.	data sheet/ Self- Certification
	6.7 The hose reels shall be provided with high pressure fog/Jet Gun (trigger type) having EN Standard, which can be connected by instantaneous coupling.	 Check data sheet/ Self- Certification
	6.8 The weight of the gun assembly shall not be more than 4 kgs.	 Check data sheet/visual inspection
7	 Low Pressure Hose Reel: 7.1 Two hose reels (as per IS: 884) shall be provided at the rear of the appliance with <u>60 meters</u> length of 20 mm bore hose connected by screw C-type quick release coupling, terminating with a control branch and 5 mm nozzle. 	 Check data sheet/visual inspection
	7.2 The reels shall be fitted with over brake or locking device.	 Functional Test
8	Power Take Off (PTO) Unit:8.1 The PTO of Main pump shall be heavy duty type of suitable gear ratio, capable of transmitting the full torque of engine.	 Self- Certification
	8.2 The individual control lever for engaging/dis-engaging the Main and side PTO by pneumatic/hydraulic/electric system, shall be provided in the driver's cabin.	 Functional Test
	8.3 The PTO shall be mounted on heavy duty cross members and support brackets between the longitudinal members of the chassis frame. Oil level indicator and suitable drain plug at bottom shall be provided in the PTO.	 Visual Inspection
	8.4 A suitable cooling system shall be provided in the PTO to prevent the overheating during the continuous operation.	 Self- Certification
	8.5 The Drive assembly component (shaft coupling etc.) shall be dynamically balanced. Necessary support for PTO Unit, propeller shaft coupling, universal joint etc. for power input to and output from PTO unit should be provided.	 Self- Certification
	 8.6 Side PTO shall be provided for driving Ultra High-Pressure Pump. It should be compatible with engine and pump characteristics. 8.7 The Engine shall provide sufficient power so as to drive both the pumps i.e. the centrifugal pump and Ultra High Pressure at their rated output simultaneously through their respective PTOs. 	 Self- Certification
9	 Primer 9.1 The priming system of reciprocating type shall be provided for priming of centrifugal pump. 	 Check data sheet/ Self- Certification
	9.2 The priming system shall be fully automatic and capable of lifting the water from minimum depth of 7.0 meter (measured from water level to the center of pump inlet) in not more than 36 seconds when connected to 140 mm suction hose.	 Functional Test
	9.3 The reciprocating pistons shall be made of stainless steel. The cylinders and priming valves housing shall be made from gunmetal.	 Check data sheet/ Self- Certification
	9.4 The primer shall be capable of actuating by pressing a single button only when it is needed however the primer shall disengage automatically at a pump discharge pressure of more than 0.8 bar.9.5 It shall also be possible to perform the priming through manual mode by pressing single button.	 Functional Test
10	Foam Proportionating Unit 10.1 The pick-up tube shall be connected to the foam compound,	 Functional Test

proportionator and pump, as necessary, and automatic control valve shall be incorporated in it so as to maintain a constant induction rate of	
shall be incorporated in it so as to maintain a constant induction rate of	
*	
not more than 6% with varying foam output.	
10.2 Foam proportionating system with foam induction device duly calibrated	Functional
for three settings of metering as 1%, 3% & 6% shall be provided near	 Test/ Self-
the pump.	Certification
	Self-
10.3The system shall be reliable and shall not require frequent calibration	
checks.	Certification
11 Pipelines and valves	Visual
11.1 All pipelines shall be of stainless steel and all valves upto 50 mm size	Inspection/
shall be 3 piece design stainless steel ball valves. All valves above 50	Self-
mm shall be standard butterfly valves.	Certification
11.2 All piping shall be sized so as to have minimum pressure drop and	 Self-
achieve the required pressure and flow at various locations.	Certification
11.3 All piping shall be seamless and designed for 10% over the maximum	Self-
pressures encountered in the pipe.	Certification/
	 Check data
	sheet
11.4 The piping shall be flanged for ease of maintenance. However, flange	Self-
joints shall be kept to minimum.	 Certification
11.5 All the lines shall be hydraulically tested at 1.5 times of the design	
pressure and pressure shall be held for 2 hours. In no case the lines shall	Self-
be tested below 2.5 Mpa.	Certification
11.6 All lines shall be suitably supported so as to provide rigidity and avoid	Self-
vibrations.	 Certification
11.7 All lines less than 50 mm size can be socket welded to matching rating	Self-
• •	 Certification
fittings. 11.8 All lines above 50 mm size shall be butt welded with full penetration	Certification
welds.	
11.9 All bolts, nuts and washers used shall be of stainless steel.	Self-
11.9 All bolts, huts and washers used shall be of stanliess steel.	 Certification
	Cernincation
	Curtainewitch
12 Water Tank	
12.1 The capacity of water tank shall be 4500 litre. In additional a 2%	Visual
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12.7 Suitable eyes shall be provided on the shell of the tank to enable it to be	 Visual
lifted from the vehicle for repairs/replacement as and when required.	 Inspection
12.8 The tank shall be fitted with a 100 mm bore overflow pipe.	 Visual Inspection
12.9 A 63 mm instantaneous hydrant connection, incorporating a strainer and NRV shall be provided close to the pump panel control for filling the tank through 75 mm bore pipe or feeding the hose reel equipment.	 Visual Inspection
12.10 Minimum 140 mm bore pipe line shall be taken from the tank to the suction inlet of the pump incorporating minimum 140 mm quick action spherical type valve.	 Visual Inspection
12.11 Drain plugs or drain cocks shall be provided, wherever necessary.	 Visual Inspection
12.12 The open end of the overflow pipe shall be taken down to a point well below the chassis without affecting the effective ground clearance when fully loaded and shall discharge away from the wheels.	 Visual Inspection
12.13 Electronic LED water and foam indicators indicating the tank levels as EMPTY, ¹ / ₄ , ¹ / ₂ , ³ / ₄ and FULL shall be provided on the pump control panel. These levels shall be indicated by number of glowing LED lights (No LED Lights means an empty tank and all LED Lights means full tank). The indicators shall sense the fluid level in the tank with help of a pressure sensing probe. The indictors shall be located on the rear pump control panel in such a manner that the operator / Fireman can easily view the tank levels while being away from the vehicle. Repeater secondary level indicators shall be provided in the drivers cab to help the crew members to check the fluid from the cab while travelling. Visual level gauge of the glass tube shall be provided as calibrated to ¹ / ₄ , ¹ / ₂ , ³ / ₄ and full (preferably calibrated in liters)	 Functional Test/Visual Inspection
12.14 An inspection manhole of not less than 450 mm size shall be provided on the top. The manhole shall have a hinged cover so that the manhole shall also act as filling orifice. Cover shall be marked "Water".	 Visual Inspection
12.15 A cleaning hole of at least 250 mm diameter shall be provided at the bottom.	 Visual Inspection
 12.16 The tank shall be connected with the pump and hose reel and valves shall be provided in such a way that any of the following operations are possible: f) Hydrant to tank g) Hydrant to reel h) Tank pump – high and low pressure hose reels i) Hydrant pump – low pressure hose reel; and j) Off 	 Visual Inspection
12.17 The tank with its fitments shall withstand hydrostatic pressure of 0.3 bar.	 Self- Certification
12.18 The tank shall be fitted with a sludge trap and the bottom of tank shall have a slight slope towards the sludge trap.	 Visual Inspection
12.19 The entire area above the tank, suction hose lockers and rear of the vehicle shall be covered with 1.6mm aluminium chequered plates duly riveted firmly. The inner side portion of the lockers adjoining the water tank wall shall be paneled with 18 gauge aluminium chequered plate.	 Visual Inspection/ Self- Certificatior
12.20 Butt joints to be minimized and wherever used, should be radiographically tested.	 Self- Certification

	12.21	Complete welding shall be done using TIG process.	 Self-
	12.22	2 The fastener of baffles plate shall be SS and they do not freeze due to rusting.	 Certification Visual
-		The tank shall have adequately sized Breather Valve.	Inspection
	12.24	Centre of gravity should be maintained as low as possible.	 Self- Certification
	12.25	The inlet line in the tank shall have an adequately strong deflection plate which will avoid the incoming jet of water from hitting the tank side or roof.	 Visual Inspection/ Self- Certification
	12.26	All the nozzle from the tank shall have suitable reinforcement pad. Nozzle shall also have adequate stiffness to take the load from pumping.	 Self- Certification
	12.27	⁷ Suitable stiffeners/die-pressing, if required, shall be provided to prevent surge while the vehicle is accelerating, cornering and braking.	 Self- Certification
13	Foam 13.1	tank The capacity of foam tank shall be 500 litres. In addition, a 2% expansion space shall be made in the tank. The bottom of tank body shall be minimum of 5mm thick and side, top & baffles shall be of minimum 4 mm thick, all made from SS 316L. The foam tank shall be of rigid type welded construction.	 Visual Inspection/ Check quality control sheets
	13.2	The foam tank shall be suitably mounted on the chassis keeping in view the proper load distribution, less shock and vibrations on the axles. The foam tank shall be mounted on the unit on a subframe using rubber metacones. The sub frame shall be made from anti corrosive treated MS minimum 5 inch section and shall be bolted with the chassis using the high tensile bolts. "U" bolts shall not be used for mounting of the tanks on the unit.	 Visual Inspection/ Self- Certification
-	13.3	The cleaning hole of 250 mm and drain pipe with a ball valve & plug incorporated in it shall be provided. The tank shall have filling orifice of not less than 150 mm diameter with a removable strainer fitted to it. The strainer shall be of such material as it will not be affected by constant contact with foam compound and its total screening area will be adequate to permit quick filling of foam compound into the tank. The filler cap will be clearly marked FOAM preferably by press embossing.	 Visual Inspection
	13.4	The tank will be suitable baffled to prevent surge while the vehicle is in motion or standing on uneven ground or brakes are applied to the moving appliance. The design of the tank will incorporate removable sump fitted with a drain valve. The foam draw off tube will be positioned in the center of the sump in such a manner that foreign matter or sludge will not pass into the compound line.	 Visual Inspection/ Self- Certification
	13.5	The pick-up tube will be fitted with a gauge strainer of suitable material, mesh, size & adequate straining area. The paneling over the tank top will be removable & it will be ensured that the joint between the paneling & the body of the tank is leak proof. The tank will be provided with breather (automatic type) in the tank.	 Visual Inspection
	13.6	Means will be provided for automatic venting of the foam tank when the tank is being filled. This will not be incorporated with the cap. The device employed will be simple & will not get clogged easily during	

normal use of the appliance.	
13.7 The draw off tube will be connected to the foam proportioner, as necessary, and automatic flow control valve shall be incorporated in it so as to maintain a constant induction rate of not more than 6 % with varying foam output with NRV in addition to the main control valve. The draw off pipe will be fitted with removable strainer of suitable material.	 Visual Inspection
13.8 Provision will also be made for drawing foam compound into the foam producing system from an external source through a pick-up tube while producing foam.	 Visual Inspection
13.9 Arrangement for filling from outside with the help of electrically operated foam transfer pump with control valve and also for supply of foam compound for operating external equipment with control valve shall be provided.	 Visual Inspection
13.10 Suitable stiffeners/die-pressing, if required, shall be provided to prevent surge while the vehicle is accelerating, cornering and braking	 Self- Certification
13.11 The tank shall be fitted with a sludge trap and the bottom of tank shall have a slight slope towards the sludge trap	 Visual Inspection
13.12 The tank with its fitments shall withstand hydrostatic pressure of 0.3 bar.	 Self- Certification
13.13 The inlet line in the tank shall have an adequately stronger deflector plate which will avoid the incoming jet of foam from hitting the tank side/roof.	 Visual Inspection
13.14 The pressure/ vacuum vent shall not allow atmospheric air to enter the foam tank except during the operation or to compensate for thermal fluctuation.	 Self- Certification
13.15 All the nozzle for the tank shall have suitable reinforcement pads. Nozzles shall also have adequate stiffness to take the load from the piping. The tank shall be provided with anti-vortex device at nozzle for pump suction	 Self- Certification
13.16 The fill tower opening shall be protected by completely sealed air tight cover.	 Visual Inspection
 4 Dry Chemical Powder System 14.1 Fire Extinguisher of 02 x 75 Kg capacity each DCP (Dry Chemical Powder) containing monoammonium phosphate shall be provided at a convenient position on the MFT. 	 Visual Inspection
14.2 DCP extinguishing system shall have high pressure hose of 30 meter length with pistol type discharge nozzle.	 Visual Inspection
14.3 Each DCP cylinder shall be fitted with <u>the Nitrogen expellant</u> cylinder (10 litre water capacity) for discharging DCP.	 Visual Inspection
14.4 Each DCP & Nitrogen cylinders shall be relevant BIS/PESO certified and shall have universal filling connections. The cylinder shall be brand new and have clearance from PESO, Nagpur for re-filling, storing and operation.	 Check third party certificate
 Carbon Dioxide System 15.1 Two Nos. of 22.5 Kg capacity CO₂ cylinders (one on each side of MFT) with one manifold shall be provided. 	 Visual Inspection
15.2 The manifold of these CO2 cylinders shall be fitted with a 30 m long high-pressure hose and the cylinders shall be placed in lockers at a	 Visual Inspection

convenient position in the MFT.	
15.3 CO2 cylinders shall be relevant BIS/PESO certified and shall have	Check third
universal filling connections. The cylinder shall be brand new and have	 party
clearance from PESO, Nagpur for re-filling, storing and operation	certificate
16 Foam cum Water Monitor	
16.1 A foam cum water monitor of reputed make with minimum discharge $\frac{16.1}{100}$ A foam cum water monitor of reputed make with minimum discharge and $\frac{16.1}{100}$ A foam cum water monitor of reputed make with minimum discharge $\frac{16.1}{100}$ A foam cum water monitor of reputed make with minimum discharge $\frac{16.1}{100}$ A foam cum water monitor of reputed make with minimum discharge $\frac{16.1}{100}$ A foam cum water monitor of reputed make with minimum discharge $\frac{16.1}{100}$ A foam cum water monitor of reputed make with minimum discharge $\frac{16.1}{100}$ A foam cum water monitor of reputed make with minimum discharge $\frac{16.1}{100}$ A foam cum water monitor of reputed make with minimum discharge $\frac{16.1}{100}$ A foam cum water monitor of reputed make with minimum discharge $\frac{16.1}{100}$ A foam cum water monitor of reputed make with minimum discharge $\frac{16.1}{100}$ A foam cum water monitor of reputed make 1	Functional
capacity of 2,250 LPM <u>@ 7 bar</u> shall be mounted on the top of the MFT at suitable location between the driver cabin and water tank, in	 Test/Self certification
such a manner that it can be manually operated by a crew member.	certification
16.2 The monitor shall be capable of discharging water to an effective	
distance not less than 50 meter and projecting the foam discharge to an	Functional
effective distance not less than 40 meter in still air condition when	 Test
operated at 7 bar pressure.	
16.3 The monitor shall be capable of traversing through 360 degree in	
horizontal plane, elevating from horizontal to +75 degree and depressing	Functional
from horizontal to not less than minus 15 degree and fully rotation in	 Test
both directions.	
16.4 The monitor should have control valve and it will be provided with	Functional
Jet/Spray type nozzle.	 Test
16.5 The monitor shall be hydrostatically tested at the pressure of 23 Bar for	Self-
5 minutes.	 Certification
16.6 The monitor pipeline shall be supported suitably to avoid vibration and	Visual
cracking.	 Inspection
17 Crew Cabin	
17.1 The crew cabin shall be made for easy entry and exit of fire crew &	Visual
driver. Cabin shall accommodate driver, In-charge of the crew and	 Inspection
four crew members $(1+1+4=6)$ in the crew cabin.	
17.2 Each cross member shall be made of minimum dimensions of	
35x35x2mm square tubes made of SS 304 material- The gap between	Check quality
each cross member shall not be more than 300 mm. The internal panel	control sheets/
shall be of Aluminium sheets with thickness not be less than 1.6mm at	 self-
the sides and not less than 2mm at the roof top. The structure shall be	certification
integrated to chassis by MS C-section channel of not less than 12mm	
thickness with rubber padding.	
17.3 The rear structure near the pump shall be made of minimum	
dimensions of 35x35x2mm square tubes made of SS 304 material. The	Check quality
gap between each cross member shall not be more than 300mm. The	control sheets/
internal panel shall be of Aluminium sheets with thickness not be less	 self-
than 1.6mm at the sides and not less than 2mm at the roof top. The	certification
structure shall be integrated to chassis by MS C-section channel of not	
less than 12mm thickness with rubber padding.	X7: 1
17.4 All the super-structural cross members and underframe cross members	Visual Inspection/
shall be painted with primer and two coats of chassis black paint.	 Self-
	Certification
17.5 The external paneling of crew cabin, including doors shall be of	Visual
minimum 1.6 mm aluminum sheet with all joints riveted except the	 Inspection/
roof, which shall be minimum 3 mm thick aluminum sheet.	 Self-
	Certification
17.6 The flooring of crew cabin shall be fabricated from minimum 3 mm	 Visual
aluminum chequered plates except over the mudguard arch which shall	Inspection/

be minimum 16 SWG aluminum chequered plate rigidly fixed to the	Self-
under frame by means of nuts & bolts or riveting.	Certification
17.7 Trap doors for topping up oil, etc. wherever necessary shall be provided.	 Visual Inspection
 18 Door & Window 18.1 The crew cabin shall be equipped with two doors each side for the driver and crew members. 	 Visual Inspection
18.2 All doors shall be fitted on the super structural members each hung upon the three-member coach type stout hinged and fitted with best quality of handles.	 Visual Inspection/ Self- Certification
18.3 In addition to the automatic door locks, aluminum tower bolts of 20 mm shall be provided for all the door from inside, adequate grave rails shall be provided for easily boarding and alighting from the vehicle.	 Visual Inspection
18.4 The door handle on outside of driver seat shall have a locking arrangement, other door shall be lockable from inside.	 Visual Inspection
18.5 The window on all doors shall be of fully liftable with winding regulator type. All windows fitted doors shall be made of minimum 5 mm toughened laminated glass.	 Visual Inspection/ Self- Certification
18.6 The windshield (single piece) shall be shatter-proof safety glass. The cabin shall be provided with wide gutters to prevent foam and water dripping on the windshield and side windows.	 Visual Inspection/ Self- Certification
18.7 The grab handle shall be provided from inside the cabin preferably on door pillars.	 Visual Inspection
 19 Seats 19.1 The driver and co-driver seats shall be fully adjustable types both vertical upward & downward and horizontally forward & backward with safety belt. The seat assembly shall be original designed approved by chassis manufacturer. 	 Visual Inspection
19.2 The seat & back rest shall be made of high density latex foam upholstered in good quality in foam leather cloth.	 Visual Inspection/ Self- Certification
19.3 04 Nos. of cabin crew seats with safety belts shall be provided in the rear of the cabin which shall be rigidly fixed to the floor and shall be placed across the full width of the cabin.	 Visual Inspection
19.4 The fire crew seats shall be provided with high density latex foam upholstered in good quality in foam leather cloth.	 Visual Inspection/ Self- Certification
19.5 The crew seat shall have facility to integrate ready to use BA sets (02 Nos.) which shall be located to the backrest with quick release system so that it can be worn in running vehicle.	 Visual Inspection
19.6 Below the crew seat, two lockers shall be provided for keeping accessories.	 Visual Inspection
19.7 The rear body shall be fabricated in continuation and in line with the cabin.	 Visual Inspection/ Self- Certification
20 Body Work 20.1 The material used for construction of body shall be new and free from	 Self- Certification

	all defects and imperfection that may affect the serviceability of	
	finished product. The selection of material shall be made with a view to	
	combine lightness with strength and durability.	
20	2 The actual gross vehicle weight fully loaded with water, foam, DCP &	
	CO2, all driver & crew members and fully equipped with fire	G 16
	accessories, tools, shall not exceed the maximum permissible weight of	 Self-
	the chassis. The distribution of the load shall conform to the	Certification
	specification laid down by the original manufacturer.	
20	3 The structure shall be so designed for the intended usage of the vehicle	G 16
20	с с	 Self-
	by avoiding any vibration/rattling/deformation during operation.	Certification
20	.4 The stability of MFT shall be such that when under fully equipped and	Functional
	loaded condition (but excluding crew), if the surface on which the MFT	Test
	stand is tilted to either side the point at which overturning occurs is not	 Test
	passed at an angle of 30^0 from the horizontal.	
20	.5 Two cat ladders made out of stainless steel round or square pipe of	
	minimum 25 mm diameter shall be provided. Number of steps shall be	 Visual
	provided according to the height of the body.	 Inspection
20	.6 Two number of 25 mm diameter aluminum pipe railing with sufficient	Visual
	number of aluminum double socket brackets shall be provided to the	 Inspection
	rear body over the deck.	mspeetion
20	.7 Quick removable type wire mesh guard made from 25mm X 25mm	* * * 1
	size of mild steel frame shall be provided with steel wire mesh of 1.6	 Visual
	mm to all the glasses of driver cum crew cabin.	Inspection
20	.8 Ladder Gallows: Gallows shall be provided to carry a 10.5 meter	
20	aluminum trussed type extension ladder. The design shall be such that	
	•••	Functional
	the ladder can be released without difficulty from a reasonably	 Test
	accessible position and shall embody roller to permit easy withdrawal.	
	Means shall also be provided for locking the ladder when stowed.	
	ckers	
21.	1 Sufficient number of lockers shall be provided at both the sides of the	Visual
	rear body for keeping delivery hoses, accessories, hose reel & other tools	Inspection/
	as per the list of schedules of equipment (except Sl. No. 1 & 2 in the list).	 Functional
	The lockers shall be durable, maintenance free, weather and corrosion	Test
	resistant and capable of opening in every position of the vehicle even in	
	rough terrain or on slopes.	
21.	2 The lockers shall be arranged in such a manner that the load	
	distribution shall be equal on both sides. The locker floor to be covered	 Self-
	with minimum 2 mm thick aluminium chequered sheet duly tightened	 Certification
	by suitable fasteners.	
21	.3 There shall be one full width locker & two half width lockers suitable	
	size at a suitable location. One of the lockers shall be provided with	Visual
	sliding tray for keeping Hydraulic Rescue tools along with proper	
		 Inspection
	fastening arrangement. The lockers shall be divided into compartments	
	& halves as per the requirement.	
21.		
	shutters. The shutters shall be made of extruded aluminium & duly	*** -
	powder coated for smooth finish and aesthetic look. This shutter shall	Visual
	*	 Inspection
	be equipped with electro-magnetic switch on the door tracks to provide	 inspection
	be equipped with electro-magnetic switch on the door tracks to provide automatic switch ON/OFF lockers light with sufficient illumination.	 inspection
	be equipped with electro-magnetic switch on the door tracks to provide automatic switch ON/OFF lockers light with sufficient illumination. The shutter shall be tight fitted with suitable rubber packing. A spring	 hispeetion

	mechanism shall be fitted so that the shutters are held up at any point of opening. It should be easy to operate and shall ensure that the shutters	
	can be easily pulled down.	
	21.5 For all hose fitting like branch pipe, etc., quick release type couplings	
	are provided which enables the operator to locate the desired	
	equipment instantly and thereby save valuable time for firefighting	Visual
	operation. These couplings also ensure that none of the item damages	 Inspection
	the internal paneling and thereby increase the life of the MFT. Suitable	
	clamps, brackets, holders, etc. shall be provided for all other items.	
22		
22	 Control Panel near the pump 22.1 The adequately illuminated control panel with gauges, control switch etc. shall be provided at the rear of the MFT near to the pump with 	
	the following controls.	
	a) Electronic Throttle Control for engine	
	b) Pressure gauge 0 to 20 kg/cm2 (glycerin filled)	
	c) Compound Gauge:	
	iii. Vacuum 0 to 75cm of Hg in Red	
	iv. Pressure 0 to 15 kg/cm2 in black	
	d) Primer control for both automatic and manual mode.	Visual
	e) Water level indicator calibrated on empty, 1/4, 1/2, 3/4 & full tank.	 Inspection
	f) Foam Level indicator calibrated on empty, $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ & full tank.	-
	g) Foam proportionating valve.	
	h) Main Tank Valve	
	i) Foam tank valve	
	j) Monitor Valve	
	k) Delivery Valve	
	1) Suction inlet	
	m) Hose Reel Valve.	
	n) Control valve hydrant connection	
23	Control Panel for Ultra High-Pressure Pump:	
	23.1 The adequately illuminated control panel with gauges, control switch	*** 1
	etc. shall be provided at the appropriate location in rear side of MFT	Visual
	with the following controls:	 Inspection
	a) Electronic Throttle Control for engine.	
	b) Pressure gauge 0 to 150 kg/cm2 (glycerin filled).	
	23.2 The ON/OFF of High Pressure Pump shall be performed by the	Functional
	control valve provided on the fog gun.	 Test
	control valve provided on the log gan.	
24	Electrical Accessories	
	24.1 All-important electrical circuits shall have separate fuses suitably	Visual
	indicated and shall be grouped into a common fuse box located in	 Inspection
	accessible position in drivers cab and fitted with means for carrying	
	spare fuses.	
	24.2 All the wiring shall be monopole and shall not be exposed to	Self-
	atmosphere. Conduits shall be used wherever necessary.	 Certification
	24.3 All lockers shall be provided with internal automatic lighting	Functional
	arrangement with the master switch in the cab.	 Test
	arrangement with the master switch in the cab.	1001
	24.4 A trickle type battery charger shall be provided for recharging the battery	Visual
	in situ. A red pilot lamp indicating when the batteries are being charged	Inspection/
	from an external supply shall be provided.	 Functional
	fioni un externar suppry shan be provided.	

	It shall have a mechanism for auto eject function power cable from the vehicle charging point up of the vehicle.	oon starting t	he ignition	 Functional Test
	t shall also have an inbuilt air compressor which of MFT while it is parked. The power connect provided at suitable location on the truck so the power cable is possible.	ion cable plu	ig shall be	 Visual Inspection Functional Test
5	Following electrical fitting shall be provided suitable locations:		bliances at	
1	Head lamps	02 Nos.	-	
2	Tail lamps	02	-	
3	Fog lamps	02		
4	Standard make LED Light Bar with inbuilt PA System and a multi tone siren & hooter	01		
5	Search light with 30 meter cable reel	01		
6	Spotlight (mounted near driving compartment)	01		
7	Inspection lamp with bracket	01	1	
8	Wind Screen wipers	02	1	
9	Electrical Siren 12/24 V, double tone	01	1	X7: 1
10	Reverse light 02 Nos.	01 set	-	 Visual Inspection
11	Clearance light to be fitted on both side in front & rear.	2+2		Inspection
12	Rear reflector	02	-	
13	Cabin light	04	-	
13	Fire bell (250mm size) (IS 950_7.2.1.a)	01		
15	Amber Blinker lights- situated on the top of drivers cabin.			
16	Trafficators	06	-	
17	Windscreen washer	02		
18	Standard Tools & Accessories	1 set		
19	Cab, instrument panel and locker light	As per the	-	
_		requireme		
		nt		
25.1	copic Light System A compact low-profile lighting system, fitted w of 200 watts (each) vertically elevated to a min ground shall be installed on the suitable side of th	nimum 4.6 n		 Visual Inspection Functional Test
25.2	The telescopic lighting system shall be equipped that can be operated either by remote control or provided in the vehicle/telescopic light.		-	 Functional Test
25.3	Lighting shall be provided by a 12V or 24V D Directional lighting system with 360 degree ro provide total coverage.			 Functional Test
25.4	The total control shall allow one person to ope the light mast and accurately aim for complete d			 Functional Test

	25.5 All functions of light mast including extension and restoring original position, light ON/OFF, etc. shall be weather proof.	 Self- Certification
	25.6 In addition, auto show, a one button command, automatically retracts, turns out the lights and stows the entire system to the compact transport position shall also be included in the remote controller.	 Functional Test
26 A	Auxiliary Electrical Power Unit Generator of minimum 4.0 KVA capacity portable engine driven unit having manual and auto start facility, shall be mounted at suitable location with all necessary connections and control panel for providing power to the light mast as well as other electrically operated tools.	 Check data sheet/ Functional Test
	 Camera System: 27.1 There should be camera(s) fitted to the vehicle for rear view, front view and side view with a provision of recording the same for at least a month data. It should come with a display unit (minimum 7-inch LED screen) in driver cabin to view all camera(s) footage covering positions. 	 Functional Test
	Cable winch28.1 An electrically operated cable winch with minimum 6.5 ton pulling capacity (single layer) shall be provided and mounted in the front of the vehicle with suitable strong supports. The winch unit should be complete with minimum 5.5 HP, 12 V or 24 V, DC Series wound electric reversible motor for increased pulling power, rope drum, and 27 m heavy duty galvanized EIPS wire rope with replaceable self-locking clevis hook.	 Check data sheet/ Functional Test
	28.2 The motor and solenoid shall be grounded to the battery. It shall have an automatic load holding brake system for more strength. For free spooling the clutch design shall be easy to use type with spring loaded pull and rotate system.	 Functional Test
	 28.3 The rope drum shall not be more than 8 inches long having 3.5-inch dia. and shall be supplied with minimum 90 feet heavy duty galvanized EIPS wire rope with replaceable self-locking clevis hook and would be mounted on the front bumper of the vehicle with suitable strong support and a four-way roller fairlead. 28.4 The weight of the winch shall not be more than 55 Kg. A wireless remote for 12 V/24 V system or wired remote for 24 V system shall also be supplied with the unit. 	 Visual Inspection/ Check data sheet
	 Painting & Finishing of Fire tender 29.1 The basic structure material should be zinc coated and thereafter it shall be prepared by grinding the welded surfaces, priming the finished material with two zinc rich primer and then finally coated with a two-pack epoxy-based paint. Once the paneling is completed all the outside surfaces should be painted with a good quality paint system preferably Du-Point, Asian PPG, ICI Nerolac. Before final painting of fire tender 02 coats of anti-corrosion and primer coat will be applied. 	 Self- Certification
	29.2 Cours of unit corrosion and primer cout will be uppred.29.2 The complete structure material shall be treated for anti-corrosion by epoxy primer (02 packs) Dupont, Asian PPG, ICI, Nerolac. 02 coats of epoxy paints shall be applied to the welded portion of structure.	 Self- Certification
	29.3 The complete exterior of the vehicle shall be painted with complete PU paint system of make mentioned above as per the colour scheme to be provided by the AAI.	 Self- Certification
	29.4 The internal painting of the lockers shall be done with two coats of	 Self-

	grey synthetic enamel paints made by ICI, Dulux, Nerolac, Dupond, or Asian-PPG.	Certification
	29.5 The name of Airports Authority of India, Airport Fire Service in Hindi & English and emblem shall be painted/stickered on both sides of MFT	 Visual Inspection
	in letter of suitable size.	 Inspection
30	Marking / Name plates30.1All the lockers /cabins will be provided with stainless steel nameplate with letter engraved on it boldly indicating the content.	 Visual Inspection
	 30.2 Each appliance shall be clearly and permanently marked with the following information; 30.2.1 Manufacturer's name or Trade mark, if any. 30.2.2 Serial number of the pump body and year of construction. 	Visual
	 30.2.3 Capacity of pump, in litres per minute. 30.2.4 Capacity of water tank, in litres. 30.2.5 Nominal speed, in RPM 30.2.6 Transmission Ratio of Pump Gear. 30.2.7 Working pressure, in Bar. 30.2.8 Direction of Rotation of pump shall be indicated by an arrow and this shall be permanently marked on the pump body. 30.2.9 Lubrication points, drainage device, etc. shall be color coded. 	 Inspection/ Self- Certification
31	 Instruction Book 31.1 Instruction Book (s) for the guidance of user(s) including both operating and normal maintenance procedure shall be supplied. The book (s) shall include an itemized and illustrated spare parts list giving reference number of all the wearing parts. <u>General instructions</u> The following description of the pump shall be included in the instructions hand book; i. General description ii. Range of usable ambient temperature. iii. Design & function of the pump, including important data (for example number of stages, shaft seal, primer materials, drainage, lubricant points). iv. Range of usable fluid temperatures. v. Maximum operating pressure. vi. Information of operating controls. viii. Design function and use of safety protection device. viii. Shut off valves and pump connection. ix. Additional description for accessories. x. Cross sectional drawings of the pump or exploded diagram xi. Maximum angle of inclination of operation. 	 Visual Inspection
52	 32.1 The following instructions for installation/assembly shall be included in the installation handbook 32.1.1 Instructions for installer / fabricator to make a complete risk assessment for the final Multi Purpose Fire Tender. 32.1.2 Initial installation instruction 32.1.3 Data on installation site including (h) Space requirement for operation & maintenance. (i) Inspection instruction before start of installation (j) Details of base/foundation (k) Installation of pump assembly (l) Correct installation of safety devices & control system 	

		I
	(m) Correct installation of pressure relief valve or other devices	
	in accordance with pressure containing parts & components	
	of the pump, if not supplied by the pump manufacturers.	
	(n) Adjustable safety device shall be contained in enclosures	
	that can only be opened by use of tools.	
33	Maintenance & Servicing:	
	33.1 The following instruction for maintenance and servicing of the pump	
	shall be included in the instruction's hand book;	
	i) Maintenance intervals and scope	
	ii) Maintenance procedures and inspections including:	
	a) List of Consumable items, spares and special tools.	
	b) Monitoring during operation.	
	c) Preventive action to be taken.	
	d) Warning on risk arising from incorrect adjustment of safety devices.	
	e) Warning on risk during operation.	
	f) Tightening of fasteners.	
34	Ladder with Gallows	
	Aluminium extension ladder of 10.5m conforming to IS No 4571-1977 with	
	latest amendment if any: The design shall be such that ladder can be released	
	without difficulty from a reasonably accessible position and shall embody	Visual
	rollers to permit easy withdrawal. Means shall be provided for locking the	 Inspection/
	ladder, when stored. The safety device, material used, test requirements,	Self-
	strength of rounds, sway extension making shall be in accordance with IS No.	Certification
	4571-1977 with latest amendments if any.	
	The design of the gallows shall be such that the ladder can be released	
	without difficulty from a reasonably accessible position.	

Schedule of Equipment to be supplied by the Manufacturer and stowed in the Lockers of the MFT

Sl. No.	Item	Qty.	Parameter	Inspection Method for prototype/ FAT
1.	Aluminum Extension Ladder (10.5 m) as per IS:4571	01		Check data sheet
2.	Suction hose of rubber of 140 mm diameter in 2.5 m lengths fitted with 140 mm suction hose couplings (IS: 3549)	04 Nos.		Check data sheet
3	Suction collecting head – 140 mm suction inlet, GM 2 way IS: 904:1983	01		Check data sheet
4	Suction Strainer 400 mm suction hose-Brass IS: 907:1984	01		Check data sheet
5	Dividing Breaching with controlled 63 mm instantaneous pattern -GM IS: 5131:2002	01		Check data sheet
6	Collecting Breaching 63 mm instantaneous pattern-GM IS: 905:1980	01		Check data sheet
7	Suction Wrench 400 mm suction hose coupling IS: 4643:1984	02		Check data sheet
8	Combined Key for hydrant cover & lower wall IS: 910:1980	02		Check data sheet
9	Hose Straps IS: 5612:1977 (Pt-1)	06		Check data sheet
10	Branch with revolving head, GM 63 mm size IS: 906:1988	01		Check data sheet
11	Nozzle plain of various sizes for 63 mm, 12 mm, 20 mm IS: 903;1993	One each		Check data sheet
12	Foam Branch-FB10 X type with pick up tube, GM IS:2097:1983	01		Check data sheet
13	Rope polyamide 32 mm dia for lowering line of 30 meter long with sealed ends	01		Visual Inspection
14	Rope polyamide 12 mm dia for guy line of 30 meter long with sealed ends	01		Visual Inspection
15 16	Hose Bandage IS: 5612:1977 (pt-2) Hose slings IS Standards	02 02		Check data sheet
17	Canvas gloves with anti-skid palms	01 pair		Visual Inspection
18 19	Axe large IS: 963:1963 Pick Axe IS: 703:1968	02 01		Check data
20 21	Fireman Axe IS:926 Spade with wooden Handle	01 01		sheet Visual
21	Crow Bar of 6 feet long 25 mm dia. (hexagonal) IS: 704:1968	01		Inspection Check data
22		01		sheet
24	Adjustable Pipe Wrench 30 cm. (12 inch) long Oil-can (Filler) standard capacity (200 to 300 ml)	01		Visual Inspection
25	Sledge Hammer with wooden Handle (10 Kg)	01		_

26	Sledge Hammer with wooden Handle (05 Kg)	01	
27	Suction Adaptor GM 100 mm Female X 63 mm male with lugs	01	
28	Adaptor 63 mm male to 38 mm female GM	01	
29	Adaptor 63 mm female to 63 mm female GM	01	
30	Tool kit (Double end spanner, ring spanner, screw driver and	01 set	
	combination plier insulated)		
31	Belt Hook	01	
32	Selectable flow nozzle, made of aluminum alloy (hard anodized)	01 Nos.	
	light weight and easy handling having 63 mm size male		
	instantaneous inlet. Nozzle shall have rubber moulded bumper and		Functional
	pistol grip handle, ball valve with shut of handle. Selectable flow		Test/
	capacity nozzle flow rate setting of approx. 200 to 250-350-475-		 Check data
	600 LPM at 7 Bar, with good range hollow Jet, and dense fog in		sheet
	spray position and having an arrangement of low and medium		
	expansion foam attachment. (weight 3 Kgs. Maximum)		
33	Branch Pipe GM 63 mm male inlet IS: 903:1993	01	 Check data
			 sheet
34	Cap Hydrant Spindle	01	
35	Cap Hydrant Spindle new pattern	01	
36	Chisel cold 1 inch dia. hexagonal 6 inch length, 8 inch	One	
	L	each	
37	Hose Clamp IS Standards	02	
38	Heavy duty insulator Bolt Cutter 600 mm long	01	Visual
39	Hammer Ball Peen – 500 gms.	01	 Inspection
40	Hook ceiling (preventer) with 3 meter long wooden handle	01	
41	Hook Anchor	01	
42	Knife Salvage with cover	01	
43	Plier Cutting	01	
44	Plier Insulated	01	
45	Rake - Three prong	01	
46	Hose Ramp (rubber) IS standard 20 ton capacity suitable for 2	02	 Check data
	lines		sheet
47	Saw carpenter – 300 mm	01	 Visual
48	Shovel with handle	01	 Inspection
49	Nozzle spanner IS Standard	01	 Check data
50	Strainer wicker with canvas hood	01	sheet Visual
50	Crow Bar 4 feet length 25 mm dia. (Hexagonal)	01	 Inspection
52	Delivery Hose 63 mm dia. confirming to IS 636;1988 Type A in	01 04 Nos.	mspection
32	30 meter length with GM male and female coupling. The hose and	04 INOS.	Check data
	the couplings should be ISI marked.		 sheet
53	Breathing Apparatus, open circuit positive pressure type with	02	
55	cylinder made of carbon composite material, having water	02	
	capacity of 6.8litres, 300bar 45minute duration, back plate		
	equipped with lung demand valve holder and 2^{nd} man connection		Check data
	originating, separating from pressure reducer, face mask, pressure		 sheet/ Check third party
	reducer completes with harness with spare cylinder. The shelf life		certificate
	of the cylinder not less than 15 years with PESO approval SCBA		
	set: CE marked, EN 137: 2006 type 2 approval Facemask: EN		
	set: CE marked, EN 157. 2000 type 2 approval Facemask: EN		

	136: class 3.		
	Cylinder: CE marked EN 12245 and PESO, Nagpur approved.		
	Cylinder valve to be EN 144 approved.		
	The complete set will be supplied with single molded FRP		
	carrying box. A compact carrying FRP/Aluminized case/box/		
	should be provided for each set.		
54	HYDRAULIC SPREADER AND CUTTER WITH PUMP &		
54	ACCESSORIES	01 set	Check data sheet/
	One set of hydraulic spreader and cutter with pump and	01 500	 Functional
	accessories as per Annexure-T shall be provided in each MFT.		Test
55	Fire proximity overall suit:	04 Nos.	
55	Material or fabric shall be inherent flame resistance colour royal	04 1005.	
	navy blue make Karmal/Nomax certified from CE, EN standard		
	11612.		
	Stitching also certified as per CE standard.		Chaolt data
	Two Radium layers on each sleeve, one radium layer on waist,		 Check data sheet
	one layer below Knee on each side. CE certified elastic at the leg		Sheet
	end (Jogger). Two pocket on chest with flap, pockets on thigh on		
	each side, pocket on each side of Knee.		
	Branded chain.		
56	Power Driven Saw driven by 02 Stroke petrol driven air cooled of	01 No.	
50	output capacity not less than 04 HP shall be provided with 02 Nos.	01 110.	Check data
	350 mm blades (01 No. of diamond tip blade and 01 No. of		 sheet/
	carbide blade). The power driven saw shall comply with ISO		Functional
	19432 standard.		Test
56	Stepney tire with rim	01 Set	 Visual
			Inspection
57	Hydraulic Jack (Bottle Type) for 20 ton capacity with Handle and	01	Check data
	safety lock		 sheet
58	Tyre Lever	01	 Visual
			Inspection
59	Spare cylinders for Nitrogen (additional) – 10 litres water capacity	02 Nos.	 Check third
60.	Spare cylinders for Breathing Apparatus (additional) $- 6.8$ litres	02 Nos.	party
			certificate
61.	Zero Torque Nozzle with discharge of min. 450 LPM and with	01 Nos.	 Check data
	flow setting option		sheet
62.	Heat Resistant Gloves	04 Pairs	Visual
			 Inspection/ Check data
			sheet
63.	First Aid Box (For minimum 10 persons.)	01 No.	Visual
			 Inspection
64.	Piercing Nozzle Branch	01 No.	 Visual
			 Inspection/
			Check data
			sheet

CERTIFICATE FOR RECEIPT OF MULTI PURPOSE FIRE TENDERS AT SITE

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

Note:

During physical verification of Multipurpose Fire Tenders, Technical In-charge or representative duly approved by Airport Director shall be present along with Supplier's representative(s).

This is to certify that	Airport has received		No. of	Multipur	pose Fire	Tender	:(s)
bearing Chassis No	on (date)	along	with	standard	fittings,	Tools	&
Accessories from M/s.			1		in good o	conditic	on.

Signature: Supplier Representative(s):	

Name:

Designation:

Seal:

AAI:	Representative	of	Technical	Dept./representative	duly	approved	by	Airport	Director
Signatur	re			_					

Name:

Designation:

Seal:

PARAMETERS TO BE VARIFID DURING SITE ACCEPTANCE TESTING (SAT) & METHODOLOGY FOR VERIFICATION

Sl. No.	Description of Test	Status of compliance	Remarks
1.	The fully laden MFT shall attain a maximum speed not less than 72 Km/hr. on level road.		
2.	Maximum time for acceleration from 0 to 64 Km/hr. in fully laden condition should not be more than 55 seconds.		
3.	When travelling at 48 km/h on a level dry surface the foot brake shall be capable of stopping the vehicle within a distance of 15 meter from the point at which the brake is applied.		
4.	The pump shall be run dry for a period of minimum two minutes at its rated RPM to check the integrity of mechanical carbon seal. After this test there shall not be any leakage of water through carbon seal.		
5.	The monitor shall be tested for its throw for 50m for water and 40m for foam with water.		
6.	Priming Test: The primer shall be tested at a suction of vertical lift of 7m measured from water level to the centre of suction eye of the pump at a rate not less than 36 seconds.		
7.	Test of Ultra High Pressure Pump: The hand gun connected to hose reel, shall be capable of discharging 75 LPM @ 100 bar in jet or fog pattern.		

Note:

A committee consisting of one member (each) from Fire Department and any other Department(s) as nominated by Airport Director, shall conduct the Site Acceptance Test along with representative(s) of supplier.

Signature: Supplier Representative(s):	:	
Name:	, Designation:	
AAI officials Signature		
Name:	, Designation:	
Fire Department Official Signature		
Name:	, Designation:	

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

То

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

Name of work: Supply of 09 Nos. Multipurpose Fire Tenders with 08 years Comprehensive Annual Maintenance Contract (CAMC) after 02 years Guarantee/Warrantee period for use at various AAI airports in India

Sir,

- 1. The tender document for the work "Supply of 09 Nos. Multipurpose Fire Tenders with 08 years Comprehensive Annual Maintenance Contract (CAMC) after 02 years Guarantee/Warrantee period for use at various AAI airports in India" have been issued to us/me by Airports Authority of India (AAI) through CPP Portal and I / we hereby certify that I / we have inspected the sites and read the entire terms and conditions of the tender documents, which shall form part of the contract agreement and I / we shall abide by the conditions / clauses contained therein.
- 2. I/we hereby unconditionally accept(s) the tender conditions of AAI's tender documents in its entirety for the above work.
- 3. The contents of the clauses of Notice Inviting Tender of the Tender documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on quoted rates if any) in the tender, enclosed in envelope-2 and the same has been followed in the present case. In case, this provision of the tender if found violated after opening envelope-2, I/we agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money.
- 4. 'That I / we declare that I / we have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe / gratification, I will immediately report it to the Appropriate Authority in AAI'.
- 5. I / We do hereby declare and state that none of my/our near relatives is posted in AAI as officer responsible for award and execution of this particular tender/work and that no employee of AAI is a Director / Proprietor / Partner or holding any other post in my/our Firm/Company. I / We further undertake to intimate the names of persons, if any who are working with me / us in any capacity or are subsequently employed by me / us and who are near relatives to any officer in AAI.
- 6. I/We hereby submit the required Earnest Money Deposit amounting to INR ₹ 31,93,702 (Rupees Thirty-One Lakh Ninety-Three Thousand Seven Hundred Two only) to be submitted online or offline in form of BG (as per format provided in Annexure- VII) for the above-mentioned Tender work (Not Applicable for bidders exempted to pay EMD as per guidelines of Government of India).

Thanking you,

Sincerely yours,

(Signature of the Bidder with Company's Seal)

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

То

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

Name of work: Supply of 09 Nos. Multipurpose Fire Tenders with 08 years Comprehensive Annual Maintenance Contract (CAMC) after 02 years Guarantee/Warrantee period for use at various AAI airports in India. – Undertaking.

Sir,

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

- (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) 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.
- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) I/We undertake that, our firm or our subsidiary firm or our parent firm has not submitted alternate or partial bid(s).
- (viii) Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment/ blacklisting, termination of the contract etc. as deemed fit.

Dated:

Signature of the Authorized signatory

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

Annexure-II

Item Rate BoQ (Indicative)

Tender Inviting Authority: Airports Authority of India

Name of work: Supply of 09 Nos. Multipurpose Fire Tenders with 08 years Comprehensive Annual Maintenance Contract (CAMC) after 02 years Guarantee/Warrantee period for use at various AAI airports in India.

Contract No: ----- (Tender ID: 2022_AAI_117267_1)

Name of the Bidder/Bidding Firm/Company:

Price Schedule

Number#	Text#	Number#	Text#	Number#	Number#	Number#	Number#	Number#	Text#
SI. No	Item Description	Quantity	Units	Basic Cost per unit To be filled by the Bidder in INR	Average Transportation Charges per unit without GST To be filled by the Bidder in INR	Average Transit Insurance Charges per unit without GST To be filled by the Bidder in INR	CAMC Charges per unit for 08 years without GST @ 60% of Basic Cost in INR	Total Amount for supply of 9 Nos. Multipurpose Fire Tender with CAMC in INR	Total Amount in Words
1	2	4	5	13	14	15	16	53	55
1	Supply of 09 Nos. Multipurpose Fire Tenders with 08 years Comprehensive Annual Maintenance Contract (CAMC) after 02 years Guarantee/ Warrantee period for use at various AAI airports in India	09	Nos.	-	-	-	-	-	-
2	Note: 1. The BOQ should be filled only in electronic format of BOQ. Amount filled in BOQ in electronic format shall be final for financial bid evaluation. 2. Bidder shall only enter numeric value in column 13,14,15. Copy and paste of numeric value in cells should not be done.								
3	Total in Figures								
4	Quoted rate in words	s							

ATTACHMENT TO BOQ

Name of Work: "Supply of 09 Nos. Multipurpose Fire Tenders with 08 years Comprehensive Annual Maintenance Contract (CAMC) after 02 years Guarantee/Warrantee period for use at various AAI airports in India".

Breakup Cost of Transportation & Transit Insurance: -

S.	Name of Airport	Qty.	Transportation Cost in	Transit Insurance Cost in INR
No.		(Nos.)	INR (excl. GST)	(excl. GST)
1	Chennai	01		
2	Kolkata	01		
3	Srinagar	01		
4	Jammu	01		
5	Pune	01		
6	Vizag	01		
7	Bagdogra	01		
8	Goa	01		
9	Port Blair	01		
10	Total	09		
11	Average Cost per unit			
	[S.No.10/Qty (9)]			

GENERAL NOTE FOR BOQ

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

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

(To be stamped in accordance with stamp Act) (The non-judicial stamp paper should be in the name of issuing bank)

То

Airports Authority of India

- 1. In consideration of the Chairman, AAI (hereinafter called "AAI") having offered to accept the terms and agreement conditions of the proposed between and.....[hereinafter called the said Contractor(s)] for the work.....(herein after "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.....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 amount not an exceeding Rs.....only) on demand by AAI.
- 3. We, the said Bank, further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under his bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
- 4. We.....(Indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
- 5. We.....(indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such

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

- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- 7. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

In presence of: Dated this_____Day_of_____

WITNESS 1 For and on behalf of (The Bank) Signature

_
_

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

Signature	
Name	
Designation	
Dated	

PROFORMA FOR PERFORMANCE BANK GUARANTEE (BANK GUARANTEE BOND) FOR CAMC

(To be stamped in accordance with stamp Act) (The non-judicial stamp paper should be in the name of issuing bank)

То

Airports Authority of India

- 1. In consideration of the Chairman, AAI (hereinafter called "AAI") having offered to accept the terms and agreement conditions of the proposed between and.....[hereinafter called the said Contractor(s)] for the work.....(herein after "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.....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 amount not an exceeding Rs......only) on demand by AAI.
- 3. We, the said Bank, further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under his bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
- 4. We.....(Indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
- 5. We.....(indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such

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

- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- 7. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

In presence of: Dated this_____Day_of_____

WITNESS 1 For and on behalf of (The Bank) Signature

2 Name & Designation
Authorisation No
Name & Place
Bank's Seal

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

Signature	
Name	·····
Designation	
Dated	_

TENDER-FORM

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

То

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

Dear Sir,

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

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

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

- b. To abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable, and /or in default thereof forfeit to and pay to Airports Authority of India the sum of money mentioned in the said conditions.
 A sum of INR ₹ 31,93,702/- is hereby forwarded in the form of online mode through Payment Gateway on CPP Portal / Bank Guarantee in favour of Airports Authority of India, New Delhi on a Scheduled Commercial Bank (as per RBI Schedule) having office in India as earnest money. If/I/We fail to commence the work specified in the above memorandum I/We agree that the said Chairman, Airports Authority of India, or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. (Not Applicable for bidders exempted to pay EMD as per guidelines of Government of India)
- c. To execute all the work referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered within currency of contract up to a **maximum of \pm 30%** in the case of all items of the schedule of quantity (BoQ) at the rate quoted in the tender documents. I / we have inspected the site of work and have fully satisfied myself / ourselves as to the nature of site of work, local facilities of access, availability of materials and other site conditions relevant to this contract.

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

Yours Faithfully,

Signature of Bidder Address: Signature of Witness Address:

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

Bank Guarantee

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

Dear Sir,

1. We_____(full name of the banker) having our registered Office at ______(Address of Bank 's registered Office) hereby refer to the Tender for No. No._____for_______(Name of Work) issued by the Airports Authority of India as purchaser.

- (fill in the name of bidder) has 2. M/s approached the bank for providing a Bank Guarantee for EMD for participation in said tender.
- 3. Under the terms of said tender, the Bidder is required to provide a bank guarantee in a form acceptable to the purchaser for the amount of Rs......) on account of EMD.
- 4. We, _____(Name of the Bank hereby give this Bank Guarantee No. ______dated _____for an amount of Rs...... (amount in figures)
- 5. Upon default of the tender, we, _____(Name of the bank), do hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Airports Authority of India or any Officer authorized by it on its behalf any amount not exceeding Rs._____(amount of EMD) (Rupees _____) (in words) to the Airports Authority of India on behalf

of the Bidder.

- 6. The determination of the fact of breach and the amount of damages sustained and or liability under the guarantee shall be in the sole discretion of the purchaser whose decision shall be conclusive and binding on the guarantor.
- 7. This bank guarantee is confirmed and irrevocable and shall remain in effect until _____ (the validity shall be six months from the date of opening of PQQ/Technical bid) and such extended periods which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said tender.

Truly yours,

(Authorized Signatory of the Bank)

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

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

Bid No._____

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

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

Signature of the Contractor:

Date:

FORM – "I"

<u>Make of items/materials /accessories sourced from India</u> (To be submitted in hard copy in the O/o Bid Manager, before opening of financial bid)

S. No.	Description of Accessories & Items	Make of Accessories & Items Proposed
<u></u>		

Signature of the Bidder with Company's Seal

FORM – "II"

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

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

Signature of the Bidder with Company's Seal

FORM – "III"

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

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

Signature of Bidder with Company's Seal

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

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

Signature Stamp of Auditor

PRE-CONTRACT INTEGRITY PACT

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

AND

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

WHEREAS the Authority 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" (TI) headquartered in Berlin (Germany). The Authority will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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

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

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

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

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

1. Commitments of the Authority;

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

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

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

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

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

3. Commitments of Bidders/Contractor

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

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

3.1 Then Bidder/Contractor further undertakes

- 3.1.1 The Bidder/Contactor 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.
- 3.1.2 The Bidder /Contactor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.2 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
- 3.3 The Bidder/Contactor shall when be presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.4 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to

recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.5 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The Bidder/Contractor will inform to the Independent External Monitor.
 - a) If he receives demand for an illegal/undue payment/benefit.
 - b) If he comes to know of any unethical or illegal payment/benefit.
 - c) If he makes any payment to any Authority's associate(s)
- 3.10 The Bidder/Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - 3.11 The Bidder/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - 3.12 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
 - 3.13 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
 - 3.14 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any

corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.

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

4.3 That the Bidder/Contractor undertakes to get this Pact signed by the sub- contractor(s) and associate(s) whose value of the work contribution exceeds Rs 0.5 Crores. (Rupees zero point five Crores.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.

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

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

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

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

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

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

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

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

the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contact 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.

6.2The 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.

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

6.6 Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:

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

7. Independent External Monitor(s),

- 7.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.
- 7.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.

- 7.3 That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.
- 7.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/Contractor / Sub-Contractors/Associates with confidentiality.
- 7.5 That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submits his recommendations/ suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 7.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 7.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 7.9 The word 'Monitor' would include singular and plural.

8. Facilitation of Investigation.

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

9. Law and Place of Jurisdiction.

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

10. Other Legal Actions

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

11. Pact duration (Validity)

- 11.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 11.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.
- 11.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. Company Code of Conduct

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

13. The parties hereby sign this Integrity Pact at on	13.	The parties	hereby sign thi	s Integrity Pact at	on	
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Buyer	BIDDER
Name of the Officer	CHIEF EXECUTIVE OFFICER
Designation	
Deptt./Ministry/PSU	Witness
Witness	1
	2

GST Undertaking

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

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

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

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

Signature.....

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

Date.....

Seal

AGREEMENT

CONTRACT AGREEMENT NO.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

ARTICLE 1.0AWARD OF CONTRACT

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

ARTICLE 2.0CONTRACT DOCUMENTS

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

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

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

ARTICLE 3.0 (CONDITION OF CONVENANTS)

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

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

ARTICLE 4.0

4.1 SETTLEMENT OF DISPUTES

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

4.2 NOTICE OF DEFAULT

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

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

SIGNED FOR AND ON BEHALF OF CONTRACTOR SIGNED FOR AND ON BEHALF OF

AAI

WITNESS:

- 1.
- 2.

UNDERTAKING REGARDING AVAILABILITY OF SPARES

We hereby undertake:

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

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

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

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

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

A separate sheet may be attached, if required.

Signature of Bidder with Company's Seal

Date:

Annexure – XIII

Commissioning & Training Certificate

The Site Acceptance Test (SAT) is carried out as per the Section-G of Tender Document. The duly filled up and signed Performa (Section-G) is attached herewith.

Also, the list of the official(s) to whom the training was imparted is as under.

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

Signature of Technical In-charge/ Representative duly approved by Airport Director

Region/Airport.....

Date

Form of Supplementary Agreement

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

(hereinafter referred to as main agreement) by and between:

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

And

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

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

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

execution of the work mentioned in the scheduled annexed to this agreement and Authority shall have the right to deal with the said amount of security as it deems proper under the terms and conditions of the Main Agreement.

- g) That the final bill relating to work under the Main agreement and Supplementary Agreement will be prepared separately after the completion of the work covered by both Agreements.
- **3.** Except as modified by this agreement the Main Agreement shall remain in the full force and effect.

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

(Signature of Supplier)

(Signature of accepting authority)

For and on behalf of Chairman,

Airports Authority of India

(Signature of Witness)

Name & Address

of witness_____

(Signature of Witness)

Name & Address

of witness_____

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

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

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

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

Now therefore the following Order is issued:

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

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

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

.....Contd. p/2

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

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

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

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

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

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

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

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

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

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

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

3A. Purchase Preference

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

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

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

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

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

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

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

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

- 4. Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
- Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

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

- 6. Margin of Purchase Preference: The margin of purchase preference shall be 20%.
- 7. Requirement for specification in advance: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
- 8. Government E-marketplace: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. Verification of local content:

respectively.

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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

10. Specifications in Tenders and other procurement solicitations:

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

d. Reciprocity Clause

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

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

.....Contd. p/8

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- 13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
- 13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.
- 14. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,
 - a. reduce the minimum local content below the prescribed level; or
 - b. reduce the margin of purchase preference below 20%; or
 - c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

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

- 15. Directions to Government companies: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
- 16. Standing Committee: A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman Secretary, Commerce—Member

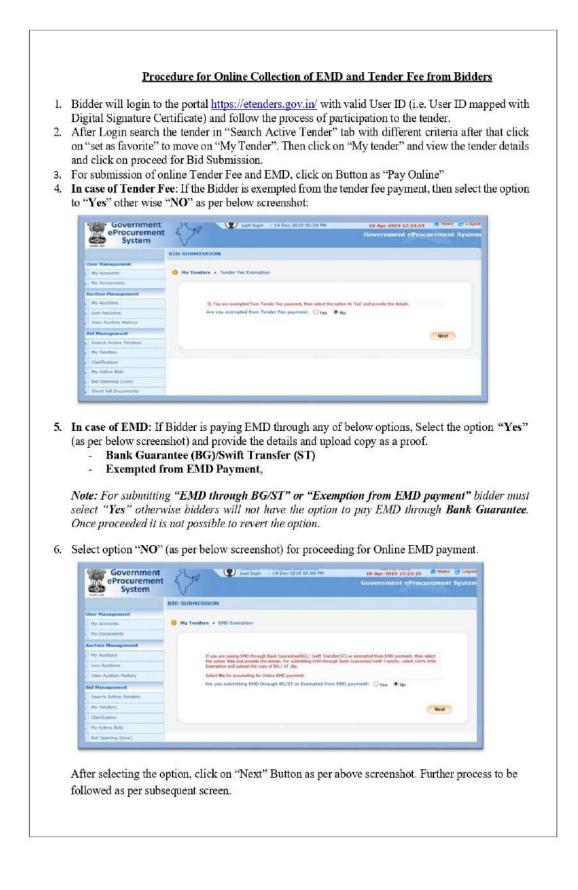
Secretary, Ministry of Electronics and Information Technology—Member Joint Secretary (Public Procurement), Department of Expenditure—Member Joint Secretary (DPIIT)—Member-Convenor

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

- 17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
 - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
 - g. may consider any other issue relating to this Order which may arise.
- 18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
- 19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
- 20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

✔ (Ra)esh Gupta) Director Tel: 23063211 rajesh.gupta66@gov.in

Procedure for Online Payment on CPP Portal through Payment Gateway



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National Informatics Centre		Payment Gateway
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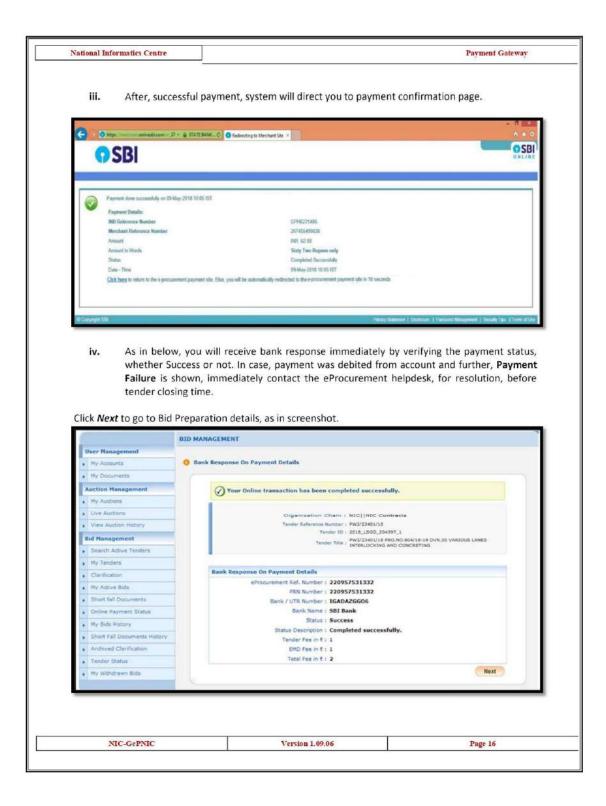
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F.No.6/18/2019-PPD Ministry of Finance Department of Expenditure Public Procurement Division

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

Office Memorandum

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

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

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

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

Via

To, (1)

(1) (2)

Secretaries of All Ministries/ Departments of Government of India

Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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

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

> > 1/12

Order (Public Procurement No. 1)

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

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

Requirement of registration

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

Transitional cases

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

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

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

Incorporation in tender conditions

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

Applicability

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

Definitions

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

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:
 - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation—
 - a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

Sub-contracting in works contracts

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

Certificate regarding compliance

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

Validity of registration

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

Government E-Marketplace

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

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Model Clauses/ Certificates

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

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

То

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

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Annex I: Competent Authority and Procedure for Registration

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

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

[*Note:

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

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Annex II: Special Cases

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

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

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

Model Clauses for Tenders

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

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

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b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

 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;

- Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI.

[To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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

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

Model Certificate for Tenders

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

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

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

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

Model Certificate for GeM:

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

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Undertaking for Non-Restriction from Bidding

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

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

Signature.....
Name of the Authorized Signatory of the bidder.....
Date.....

Seal

CHECK LIST

Name of Work: Supply of 09 Nos. Multipurpose Fire Tenders with 08 years Comprehensive Annual Maintenance Contract (CAMC) after 02 years Guarantee/Warrantee period for use at various AAI airports in India

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

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

26.	Has the bidder submitted documents needed for any	Yes/No/ Not Applicable	
	concession/ exemption under registration with NSIC/MSME		
	OR taking Benefit under Start-up		
	Policy OR Purchase Preference to Central Public Sector		
	Undertaking in relevant field.		
27.	Has the bidder submitted its Technical offer and technical	Yes/No	
	compliance in terms of Technical Specification (Section- D) as per		
	the format provided in clause		
	19.2.1		
28.	Has the bidder submitted undertaking regarding availability	Yes/No	
	of Spares as per Annexure-XII ?		
29.	Has the bidder submitted duly signed and scanned copy of NIL deviation certificate in respect of	Yes/No	
	Technical Specifications as per Annexure-XXI?		
30.	Has the bidder submitted details	Yes/No	
	of Maintenance Activities proposed to be carried out during		
	CAMC & Guarantee/Warranty		
	Period as per supplier/manufacturer standards		
	as per clause 19.2.4 of Section-A		
31.	Has the bidder assumed complete	Yes/No	
	responsibility for the design, construction, and performance of		
	all component parts of the		
	complete vehicle and its accessories and submitted self-		
	certification that the completed		
	vehicle shall meet the		
	requirements of Tender Conditions as per clause 19.2.5 of		
	Section-A		

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

Place:

Signature:

Date:

Authorized Signatory of the bidder

<u>Nil- Deviation Declaration from the laid down requirement of Tender Document</u> [TO BE SUBMITTED WITH PRE-QUALIFICATION BID]

To,

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

Subject: Nil Deviation statement from laid down requirements in tender document with Tender ID:2022_AAI_117267_1

Dear Sir,

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

Thanking you,

Signature of Bidder with Company's seal

<u>Nil- Deviation Declaration in respect of Technical Specifications</u> [TO BE SUBMITTED IN COMPANY LETTER HEAD WITH TECHNICAL BID]

To,

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

Subject: Nil Deviation statement in respect of Technical Specifications (Section-D) of tender document with Tender ID: 2022_AAI_117267_1

Dear Sir,

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

Thanking you,

Signature of Bidder with Company's seal

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

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, 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)

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

Bidder's Name	
[Address and Contact Details]	
Bidder's Reference No.	

Date.....

To,

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

Ref: Tender ID: 2022_AAI_117267_1 / Tender Title: "Supply of 09 Nos. Multipurpose Fire Tenders with 08 years Comprehensive Annual Maintenance Contract (CAMC) after 02 years Guarantee/Warrantee period for use at various AAI airports in India"

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

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

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

Note:

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

Signatures of bidder or their authorized signatory

[Seal]

Power of Attorney Format

(TO BE SUBMITTED, IF APPLICABLE)

(Bidder shall submit irrevocable power of attorney on a non-judicial stamp paper of Rs.100/- signed by authorized signatory as per Memorandum of Articles authorizing the persons, who are signing this bid on behalf of the company *or* in case of Overseas bidder, power of attorney may be on the company letter head)

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY executed on _, a Company incorporated under the provisions of companies Act, we 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 "Company") severally appoint, constitute referred as the do hereby and to nominate , official(s) of the Company, so long as they are in the employment of the Company (hereinafter referred to as the -"Attorneys") to sign agreement and documents with regard to Bid No. due on ______invited by Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi – 110 003 for - "Supply of 09 Nos. Multipurpose Fire Tenders with 08 years Comprehensive Annual Maintenance Contract (CAMC) after 02 years Guarantee/Warrantee period for use at various AAI airports in India" and to do all other acts, deeds and things the said Attorneys may consider expedient to enforce and secure fulfilment of any such agreement in the name and on behalf of the Company.

AND THE COMPANY hereby agrees to ratify and confirm all acts, deeds and things the said Attorneys shall lawfully do by virtue of these authorities hereby conferred.

IN WITNESS WHERE OF, this deed has been signed and delivered on the day, month and year first above written by Mr. ______ Authorized Signatory, duly authorized by the Board of Directors of the Company vide its resolution passed in this regard.

By order of the Board

For _____

_____)

Authorized Signatory

Witness:

1.

2.

Attorney Signature of Mr.

Attorney Signature of Mr.

(Attested)

(_____)

Authorized Signatory

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

То

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

Dear Sirs,

Subject: Supply of 09 Nos. Multipurpose Fire Tenders with 08 years Comprehensive Annual Maintenance Contract (CAMC) after 02 years Guarantee/Warrantee period for use at various AAI airports in India [Invitation to Tender No.: 2022_AAI_117267_1]

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

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

Yours faithfully,		
Signed	:	
Name & Designation	:	
Date	:	

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

NOTICE FOR APPOINTMENT OF ARBITRATOR

То

.....

Dear Sir,

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

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

Specimen signature of the applicant

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

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

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

Yours faithfully (Signature)

Copy to:

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

.....

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