

# **REQUEST FOR PROPOSAL (RFP)**

## **AADHAAR Enabled Entry and Biometric Boarding System**

**Package-I: AEEBBS Software Solution**

**Package-II: E-Gates**

**at**

**Kempegowda International Airport, Bengaluru**



Bangalore International Airport Limited  
Administrative Block  
Kempegowda International Airport, Bengaluru  
BENGALURU - 560 300  
Website: [www.bialairport.com](http://www.bialairport.com)

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2. The information contained in this RFP document or subsequently provided to the interested applicants ("Vendor-Partners"), whether verbally or in documentary or any other form by or on behalf of BIAL or any of their employees or advisers, is provided to the Vendor-Partners on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
3. This RFP is neither an agreement nor an offer by BIAL to the prospective Vendor-Partners or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by BIAL in relation to the scope of Services. Such assumptions, assessments and statements do not purport to contain all the information that each Vendor-Partner may require. This RFP may not be appropriate for all persons, and it is not possible for BIAL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who read or use this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Vendor-Partner should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
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7. BIAL also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused arising from reliance of any Vendor-Partner upon the statements contained in this RFP.
8. BIAL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
9. The issue of this RFP does not imply that BIAL is bound to select a Vendor-Partner or to appoint the selected Vendor-Partner, as the case may be, for the consultancy and BIAL reserves the right to reject all or any of the proposals without assigning any reasons whatsoever. This RFP may be withdrawn or cancelled by BIAL at any time without assigning any reasons thereof.
10. The Vendor-Partner shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BIAL or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the Vendor-Partner and BIAL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Vendor-Partner in preparation for submission of the proposal, regardless of the conduct or outcome of the selection process.

## 1 INTRODUCTION

Kempegowda International Airport, Bengaluru

In order to support and foster the rapid development of Bengaluru as India's leader in information technology, biotechnology and the services industry, the Hon'ble Government of Karnataka and the Airports Authority of India initiated a Greenfield project for a new international airport in the North of Bengaluru.

Bengaluru Airport, currently the third busiest airport in India, owned and operated by a public limited company with a majority of private shareholders.

Kempegowda International Airport, Bengaluru (the 'Airport') is built and is being operated at best international standards. BIAL is committed to establish the Airport as India's leading airport in terms of quality and efficiency, and set a benchmark for the future development of the Indian airports.

Further information on the upcoming new-and-improved Airport can be viewed at [www.bengaluruairport.com](http://www.bengaluruairport.com).

KIAB has third highest domestic traffic in the country after Mumbai & New Delhi which makes it busiest Airport in South of India. In FY 2016\_2017 (Apr'16 to Mar'17), KIAB served 22.88 million passengers, touching 178117 air traffic movements (ATMs). Currently Airport handles approximately 495 aircraft movements serving around 67350 passengers per day. 32 passenger airlines operate at KIAB and connect over 60 destinations across the country and world.

Currently in FY 2017\_2018 (Apr'17 to Aug'17) Domestic and International passenger traffic constitute 85% and 15% respectively of the total passenger traffic.

The operations commenced in expanded terminal in February 2014. Expansion has doubled the terminal space and increased Airport's passenger handling capacity from 11.6 MAP to 20 MAP. Expanded terminal is 161100 m2. The detailed Passenger Terminal building Fact Sheet is attached with Schedule

Concession Agreement between Government of India and BIAL

The Hon'ble Government of India has granted the exclusive right and privilege to BIAL to carry-out the development, design, financing, construction, operation and management of the Airport for a period of 30 years from the Airport opening date, with an option for BIAL to extend the concession for another 30 years. The Airport has the mandate to operate both during the day as well as at night.

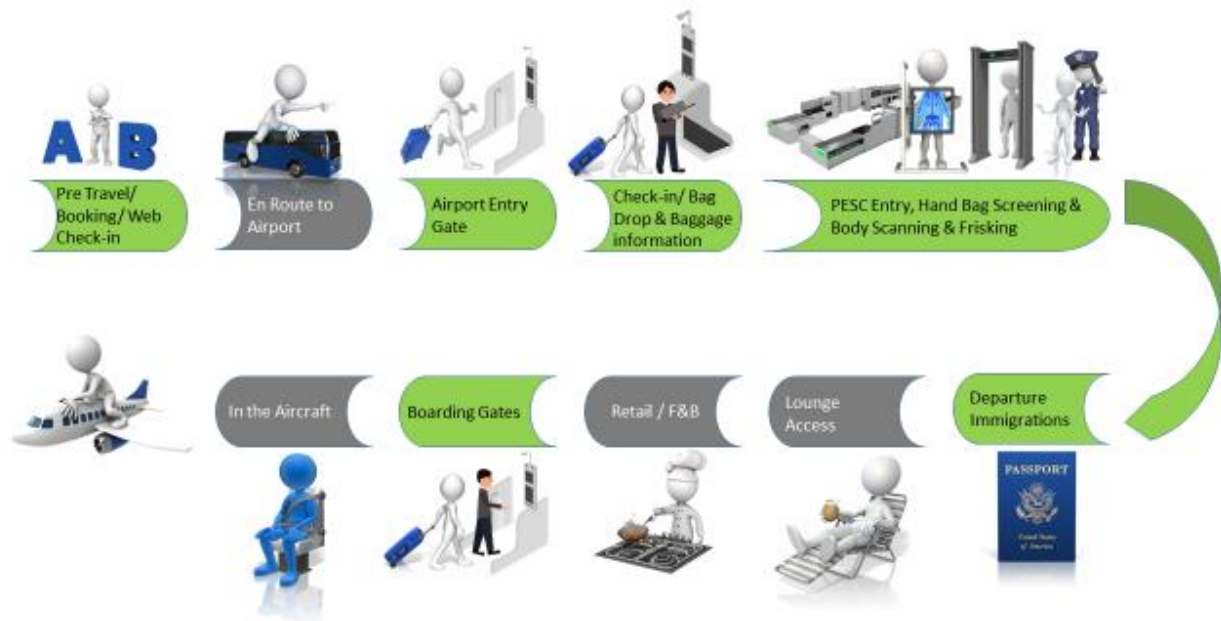
## 2 Digi Yatra

Under the "Digital India" Campaign driven by Hon. PM, Mr. Narendra Modi, a Project has been taken up by the Ministry of Civil Aviation. This project is called as the "Digi Yatra" or the Digital Journey for all Indian Aviation Passengers and Stakeholders.

The Digi Yatra is defined right from the Pre-Journey (Booking) to Destination (Hotel/ Home), Giving Passengers a Seamless, Paperless, Hassle-free and Simple process at the Airport touchpoints and beyond.

BIAL has conducted successful pilot trials for the “AADHAAR Enabled Entry and Biometric Boarding System”. A Standard for the Indian Aviation has been drafted and is currently being reviewed by MOCA for promulgating a National Policy. BIAL Innovation Lab has been a key member of the taskforce created to develop this Standard and driving this from the forefront!

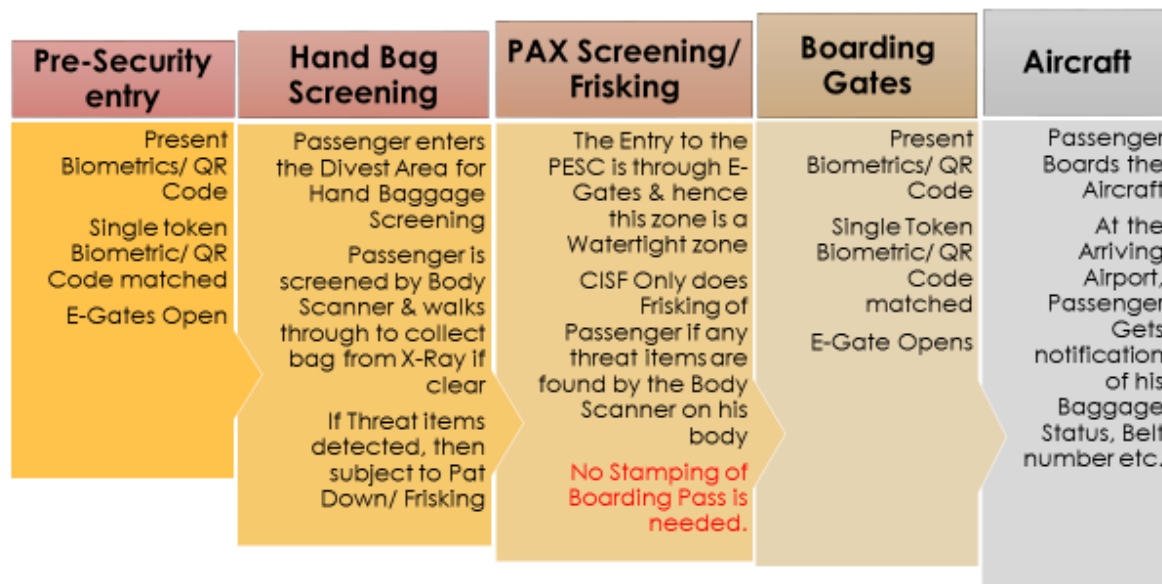
### The “Digi Yatra”



### The Passenger Journey at the Airport

Booking	Pre-Travel	Airport Entry	Check-in/ Bag Drop
Airline Website Online Ticket Agencies/ GDS AADHAAR ID entered	Web Check-in/ Mobile Check-in E-Mobile or Paper Printed Boarding Pass with 2D/ QR Code Passenger who has not Checked in having only E-Ticket with 2D/ QR code	Scan E-TKT / Boarding Pass 2D/QR Code Present Biometrics ( <b>Face/ Iris/ Fingerprint</b> ) AADHAAR Match Ticket Validated with Airline DCS, Name matching done & Verified time limits Other Govt. Approved ID manually verified if AADHAAR is not available <b>INT Passenger scans            Passport &amp; Details            matched with PNL, enters            with CISF intervention</b> Single Token with Face/ Iris/ Fingerprint/ QR Generated Positive match & e-Gate Opens	<b>Step-1</b> Present Biometrics/QR Code Single token Biometric/ QR Code matched Bag Tags Printed <b>Step-2</b> Baggage is tagged Present & Match Biometrics/QR Code Bag Deposited Claim slip collected BSM Activated and BRS system Updated

### The Passenger Journey at the Airport (Contd.)



### 3 INTENT OF THE RFP

BIAL is committed to the operating the Airport as one of India's leading projects in terms of quality and efficiency and has set a benchmark for the future commercial development of Indian Airports. The Airport has undergone a massive expansion phase, hence necessitating for higher operational efficiency.

Some of our objectives are cited below:

- Increase Operational efficiencies
- Improve and Simplify Passenger experience
- Improve Resource optimization
- Increase Security effectiveness
- Enhance and strive to be an Environmentally Sustainable & Responsible Organization
- Enhance Passenger experience by the Use of Technology & Digital to provide valuable Data led insights and decisions
- Maximize retail revenues

To meet the above objectives, BIAL plans to implement the AADHAAR Enabled Entry and Biometric Boarding System (AEEBBS) at the Airport.

BIAL intends to implement the AADHAAR Enabled Entry and Biometric Boarding System (AEEBBS) at the Airport in a time bound manner to be able to achieve the following benefits for the various stakeholders at the Airport:

### 3.1 Benefits to Passengers:

- No need for Passenger to Show Paper Ticket/ Boarding Pass and Physical ID document at multiple Checkpoints in the Airport since Biometrics will be used for Identification.
- Integrated Travel Document and Identity Document
- Seamless Access across all the Check-Points at the Airport
- Reduced Queue waiting times
- Enhanced Experience, Seamless, Hassle-Free & Paperless

### 3.2 Benefits to Airlines:

- Security check is Seamless & Enhanced
- PAX Experience is Enhanced
- Punctuality and OTP is Enhanced
- Peace of Mind for Airline staff and Passengers is Enhanced
- ₹ Savings are Enhanced due to predictability and availability of real-time Business Intelligence for real-time Intervention
- Business Intelligence and availability of Zone wise PAX location per flight for Airport Entry>>Check-in/ Bag Drop>>PESC Entry>>Boarding Gate

### 3.3 Benefits to Security Agencies and Airport Operator

- Enhanced Security due to the use of AADHAAR ID & Real-time Biometric Validation of ID
- Time stamped logs, for each PAX for any Business Insight, Business Intelligence or Forensic analysis
- Achieve more throughput and help in Reducing resources/ Increasing Resource efficiencies in the long run.
- Ability to create Passenger Profile if needed in future
- Improved operational efficiencies
- Sustainable innovation edge, ensuring future proofing of the solution.

BIAL hereby solicits proposals from suitably identified vendors being the Bidder (hereinafter referred to as the “Vendor-Partners”) meeting the qualification criteria defined in this RFP and the terms and conditions contained in this RFP for providing the AADHAAR Enabled Entry and Biometric Boarding System at KIAB. The RFP is split into two separate Packages mentioned below.

1. Package-I: AEEBBS Software Solution
2. Package-II: E-Gates

Eligible Vendor Partners can choose to participate in either or both of the Packages.

The Proposals submitted by the Vendor-Partners shall comply with all the requirements stated in this RFP (“Proposal”). Based on final evaluation, of the Proposals received, the successful Bidder/ Vendor-Partner (hereinafter referred to



as the “Vendor Partner”) will be selected / awarded the contract and shall be notified.

The notification of award of the contract by BIAL shall be followed by execution of an Agreement for Product & Services (draft Agreement of which is attached here as Annexure 10) between BIAL and the Vendor Partner, recording the terms and conditions for performing the Scope of Services/ Work & Deliverables (Annexure 1 and Schedule A). BIAL at its absolute discretion, reserves the right, to add, delete or / and improve any proposed terms and conditions in the draft Agreement; or amend the draft Agreement either partly or entirely, depending upon the circumstances.

#### 4 BRIEF ON AIRPORT INFRASTRUCTURE

##### Airport Network

At the Airport, a common IP network foundation supports all services- Voice & Data, WI-FI, IP based CCTV Surveillance, access control, FIDS, Internet access etc.

BIAL owns and operates the Network Infrastructure (Wired and Wireless) at the Airport. The IEEE based 802.11 Wireless network caters to the Airport Business users as well as passengers for Internet access. The Wired LAN network is built on AVAYA VSP 9000 platform and Wireless network infrastructure is built on ARUBA Platform.

The network is a 2-tier architecture comprising of the Core and Access/Edge layer. The access switches used are AVAYA 4850/4900/3510 with 1G/10Gbps uplink in active-active topology.

BIAL has subscribed to Internet from two service providers. The networks are physically isolated at layer 2 for different services.

#### 5 VENDOR-PARTNER’S ELIGIBILITY CRITERIA

Vendor-Partner shall be eligible to participate in the tender, if it fulfills all the requirements as mentioned in Annexure 2 herein. Vendor-Partners shall provide the details (submittals) as mentioned in Annexure 2.

#### 6 INSTRUCTION TO THE VENDOR-PARTNERS

The Vendor-Partner shall submit a valid and binding Proposal on or before due date of submission as mentioned in Section 22 herein, along with the following:-

##### 6.1 Performance Security

In order to ensure the due performance of the Service Provider, the Service Provider, shall provide a performance bank guarantee, equivalent to 10% of the contract value, on the date of the execution of the Agreement as per the format attached herein as



## Annexure 7.

The performance bank guarantee will be refunded after three months of the expiry of the Warranty Period under and pursuant to the Agreement.

BIAL shall pay the Service Provider advance payment of 25% of the Professional Fee with the Purchase Order. Such advance payment shall only be paid after the Service Provider provides Advance Bank Guarantee as per the format pre-approved by BIAL, which is attached herewith as Schedule D of the Agreement. Advance payment shall be adjusted in the final payment to the Service Provider by BIAL.

Any discrepancies, omissions, ambiguities or conflicts in or among the documents forming part of the RFP, or the Scope of Services/ Work & Deliverables, or any doubt as to their meaning should be called to the attention in writing by e-mail to [ictbid@bialairport.com](mailto:ictbid@bialairport.com) before 17.00hrs IST on 9<sup>th</sup> October 2017. The queries clarifications requests shall be made on or before 17<sup>th</sup> October, 2017. BIAL shall at its discretion choose to issue a clarification. The Vendor-Partners shall disregard any oral instructions issued by any person, unless issued in writing by BIAL.

### 6.2 Earnest and Security Money:

The Vendor-Partner shall furnish an earnest money of Rupees 1 Crore in the form of Demand Draft in favor of “BANGALORE INTERNATIONAL AIRPORT LIMITED” from any nationalized bank, pre-approved by BIAL, as a part of this Bid. Proposals without EMD shall be rejected by BIAL as being non-responsive. No interest shall be paid by BIAL on the amount of earnest money deposit. In the event the process of evaluation is delayed due to any reason, BIAL shall have the right to en-cash the Demand draft.

The earnest money may be forfeited for the following reasons:

- 6.2.1 If a Vendor-Partner withdraws his tender during the specified period of validity of offer.
- 6.2.2 If the successful Vendor-Partner fails to sign the Agreement within stipulated period.
- 6.2.3 The earnest money of the Selected Vendor-Partner shall be released at the time of signing of the Services Agreement with BIAL.

## 7 SCOPE OF WORKS: Preamble

The scope of work for this RFP is as follows:

### Package I: AEEBBS Software Solution & Biometric Readers

Provision of the Backbone Infrastructure and Software Solution with workflow, recommended Biometric Readers (Iris/ Finger Print and/or Face) for the AEEBBS with an API for Integrating E-Gates and all other End user Devices like Tablets, Workstations etc.

### Package II: E-Gates with Passport and QR Code Readers

For AADHAAR Enabled Entry & Biometric Boarding System: E-Gates for AEEBBS at KIAB with a provision to incorporate Biometric Readers (Iris, Fingerprint and/ or Face) and integrate to the AEEBBS Software Solution

Eligible, Vendor Partners are free to Quote for either/ or Both the Packages based on their experience.

## 8 SCOPE OF WORKS: Package I - AEEBBS Software Solution & Biometric Readers

- 8.1 Supply, Installation, Testing and Commissioning of AADHAAR Enabled Entry and Biometric Boarding System (AEEBBS) for Processing Passengers at Kempegowda International Airport, Bengaluru for all the Checkpoints of the Airport right from the Airport Entry, CUSS Kiosks, Check-in Counters/ Self Bag Drop Machines, PESC Entry, Automated Boarding Gates and/ Or Step Ladder at the aircraft Door.
- 8.2 The system will be provided with a Three-year on-site warranty and Five Years Comprehensive Annual Maintenance Contract with 24x7 dedicated resource deployment, spares as per terms, conditions and specifications of this tender.
- 8.3 The Vendor-Partner shall sign a separate contract for the Post-Warranty Comprehensive Annual Maintenance for 5 years as per the terms and conditions decided by BIAL.
- 8.4 Scope of work also includes provision of AEEBBS with BI tools and analytics.
- 8.5 Vendor-Partner shall provide all design, engineering, labour and materials, equipment transport, installation, testing, commissioning and operational handholding services, as required to achieve the project objectives.
- 8.6 Vendor-Partner shall supply all necessary, required material (hardware and software) including Networking switches. **Due to a need to maintain homogeneity with BIAL Network, These Network Switches shall be of AVAYA make 24 or 48 Port Switches** and cabling for back-end connectivity to realize the AEEBBS as described in this document, and with consideration of the operational and security requirements.
- 8.7 The Vendor Shall provide suitable Firewall/ Security Infrastructure as well to ensure Security of the AEEBBS.
- 8.8 As per Vendor-Partner's detail design, the Vendor-Partner shall carry out the work and provide complete, operable and maintainable systems with seamless integration with the Various Ecosystems like
  - 8.8.1 AADHAAR Database,
  - 8.8.2 Airlines' DCS, Airport FIS (Flight Information Systems)
  - 8.8.3 Any other relevant systems etc. in compliance with this technical specification.
- 8.9 BIAL will facilitate the Integration with the CUTE/ CUPPS service provider however it will be the full and final responsibility of the Vendor Partner to do the necessary project planning and execution with the CUTE / CUPPS/ BRS service provider SITA for

all Phases

- 8.10 Vendor Partner shall also take care of the Integration with the Various Ecosystems like AADHAAR AUA / KUA/ ASA/ KSA Vendor-Partner shall integrate the system with AADHAAR Agency/ UIDAI and also the Airline DCS and or any other Agent as required and take its consent and approval for integration to the AEEBBS(Attached Annexure 11 for Airline DCS)
- 8.11 Dedicated teams will be made available on the floor across the day to handhold BIAL/ Airlines/ GHA or any other concerned support staff or its till system stabilization as per mutually agreed dates.
- 8.12 Training shall be provided on a regular basis to all the relevant process owners and their team members like Airlines or their partner GHAs, Airport Operators and their team, CISF Security team etc. on a “Train the Trainer” basis to ensure continuity in process
- 8.13 Vendor-Partner shall include all works related to integration works to various systems under his scope including commercials for any modification needed to make this project successful.
- 8.14 Separate power line for each unit/ subsystem wherever needed shall be considered and laid by Vendor-Partner.
- 8.15 Power Tap OFF source will be showed by BIAL.
- 8.16 BIAL Will take provide facility/ space for Storage & Warehousing of Goods within airport premises to facilitate the delivery of the equipment to their final destination
- 8.17 BIAL will support in the provision of UPS Power and LAN Connectivity to all the Equipment at all locations as required by the Vendor Partner.

## **9 SCOPE OF WORKS: Package-II E-Gates with Passport and QR Code Readers**

### **9.1 General:**

- 9.1.1 Based on the throughput requirements of the Airport, the E-Gate may be capable of being configured as a “Normally Open” Gate which closes whenever there is an invalid transaction at the Biometric Single Token Verification
- 9.1.2 Vendor Partner to demonstrate the effectiveness of this feature

### **9.2 Features: The E-Gate should have the following features:**

- 9.2.1 The e-Gate shall comply with CE certification with compliance with IEC 60950 / EN 61000-6-2:2005 + AC: 2005 and CEM certification from an independent lab and should comply with standards from AEA2007 to AEA2012 specification
- 9.2.2 E-Gates should also conform to all other IATA and AEA-related practices and standards.
- 9.2.3 These E-Gates, shall be made out of stainless steel and glass and should have a small footprint.
- 9.2.4 The E-Gate should be able to read all industry accepted BCBP formats (e.g. PDF417, Aztec, Data matrix) as well as NFC and RFID boarding passes. ID-documents such as passports can be also scanned with a full page reader.
- 9.2.5 E-Gates should also be ready to use with finger prints scanner, Face or Iris readers. These readers will be specified by BIAL at a later date.
- 9.2.6 The gate functions like door opening/ closing should have the highest level of international security and safety requirements.
- 9.2.7 A user friendly traveler interface should be integrated into the unit. It should be intuitive and easy to use.
- 9.2.8 The gate should provide flexibility, interoperability and airline specific customization features
- 9.2.9 The E-Gate should be capable of being equipped with future Biometric integrated solutions such as Face recognition, Iris recognition, Fingerprints scanner etc.
- 9.2.10 Should work for passengers who need assistance for example, disabled passengers or passengers travelling with children, Detection of left items
- 9.2.11 The E-Gate should operate on Low Energy Drive to minimize power consumption

### **9.3 E-Gate Hardware**

- 9.3.1 General functionality of the Self Boarding Gate
- 9.3.2 The gate is a self-service device.
- 9.3.3 It can be used by passengers with valid boarding/biometric token.
- 9.3.4 The use of the gate should self-explanatory and easy to handle.
- 9.3.5 The communication and interaction with the passenger using this system are simple and efficient.
- 9.3.6 The gate should be configurable as single, double and multiple lane arrays.
- 9.3.7 The short and quick process time of the unit should guarantee smooth, fluid and fast access procedures, providing fast PAX processing at the access point
- 9.3.8 E-Gate subcomponents shall be of robust and modular construction.
- 9.3.9 Shall be constructed so that it is easy to clean, and maintain, both externally and internally.
- 9.3.10 Shall be constructed by using robust finishes, resistant to abrasion.
- 9.3.11 Construction shall be preferably of Stainless Steel for being rust-resistant, easy to clean and durability.

- 9.3.12 Shall be modular “plug and play” such that addition of new E-Gates/ Workstations shall be possible in future, without major modifications to the existing AEEBBS
- 9.3.13 Generic standards – Immunity for industrial environments
- 9.3.14 All units should be able to store log files

#### 9.4 Sensor system

- 9.4.1 The E-Gate shall have horizontally and vertically arranged sensor system fixed to the respective handrails.
- 9.4.2 The sensors shall be infrared and adequately protected.
- 9.4.3 The Sensors shall ensure personal safety and shall adhere to standards and guidelines relating to pinch and shear points of the sensor barrier (European Machinery Directive 98/37/EG or similar) The E-Gate shall ensure the following functionalities: **Security sensor, Passage sensor, Opposite direction sensor & Safety sensor**
- 9.4.4 These Sensors on the E-Gate should be able to provide conclusions about people with luggage, trolleys or other objects that are brought through in front of or behind the body. Equally, should enable detection of Tailgating (second unauthorized person detection), which should then lead to an alarm and also to the door leaf being closed depending on the parameters
- 9.4.5 **Opposite direction sensor:** Should detect if a person enters the unit from an opposite direction. If a person enters the unit from opposite direction whilst the door leaves are open, an acoustic alarm should be triggered and the door leaves close if the protection sensor fields are not occupied
- 9.4.6 **Safety Sensor:** The door leaves should be prevented from closing whilst a person is passing through. The person is thereby protected from being hit or hurt. The door leaves can only open or close when the protection sensor field is not occupied. The passage area in the unit should be monitored by sensors, ensuring that groups of people at particular risk, especially children, cannot unacceptably come into contact with the door leaf. It should be possible to pass through the unit with luggage, such as suitcases or trolleys
- 9.4.7 **Drive Unit:** The E-Gate should be equipped with low energy servo-positioning drives in accordance with DIN 18650 (energy total < 2 Joules) which guarantee an outstanding personal safety and energy of the drive should not be more than 2 Joules for safety of the passengers. The locking mechanism should be able to prevent any forced entry from any direction. Wings should be able to stop any position for better safety and higher security
- 9.4.8 In case of power failure, the gate must ensure the doors remain closed

#### 9.5 Fixing method:

- 9.5.1 The eGate must be preferably fixed on the finished floor. Conduits for Power cables and communication cables to be made available in the E-Gate
- 9.5.2 E-Gate should provide unhindered movement for Passenger and Trolley, especially at the Departure Entry Gate

## **9.6 Ergonomics**

- 9.6.1 The Biometric Reader should be strategically located so that Biometrics of all passengers of various heights can be read without any discomfort and with minimal effort from the passenger and causing least discomfort to the Passenger. As humans are used to looking straight when they walk, the User Display which transmits and communicates messages to the passengers had to be located at an angle that can be seen by passengers of different heights.
- 9.6.2 Not everyone carries their bags in the same manner. So Whether the passenger is pushing his or her cabin bag through the gate, or having the bag slung over the shoulder, or dragging it behind him or her, the Self Boarding Gate must have the intelligence to detect the difference between a bag and a second passenger while preventing tailgating

## **9.7 Interaction with the passenger**

- 9.7.1 The gate should have user friendly interface and easy for passengers to understand how to use the device. The gate should provide an intuitive and self-explanatory user interface to inform the passenger step by step how to use the device and avoid any confusion or discomfort.
- 9.7.2 It should enable an authentic and smooth operation which will reduce the manual intervention of attending personal during the boarding process.
- 9.7.3 The solution should be easy to use and suitable for all passenger demographics.
- 9.7.4 Information to the passenger should be pictorials etc. which Passenger can easily understand
- 9.7.5 It should have indicator lights, If the unit is in an active mode, ready for use or disabled.
- 9.7.6 Information on how to leave the unit quickly in case an alarm is given.
- 9.7.7 The required information is provided with light signals, on a LED-pictogram (Green Arrow and Red Cross) and with messages, pictures or videos on a touch screen display.

## **9.8 System Communication for Passengers**

- 9.8.1 The Self Boarding Gate should have a Screen (Optionally a touch screen) that can communicate to the passenger using simple to understand, straight forward, universal and customizable messages.
- 9.8.2 The Airport should be able to choose the use of dedicated or generic messages even though on a CUTE environment.
- 9.8.3 Possibility to integrate all Airline logos / graphics / designs and even languages used all around the world to communicate with the passengers on the E-Gate.

## **9.9 Display**

- 9.9.1 The Display on the gate shall be used to communicate to passengers.
- 9.9.2 This Display, should be able to show graphics or pictures on how to use the gate which should be simple to understand as per international signage norms/ best practices.
- 9.9.3 These messages will indicate if the gate is available for use,
- 9.9.4 How to submit Biometrics, if the biometrics token is accepted then passenger should go through, if rejected then passenger should be appropriately informed.
- 9.9.5 Information should also be shown if the lane is blocked, for de-boarding etc.



## 9.10 Dimensions - Standard lanes and PRM lanes

- 9.10.1 The E-Gate should be made of 2 lateral handrails in stainless steel with toughened safety glass. AISI 304 stainless steel housing or similar.
- 9.10.2 The access openings to the electrical parts are secured with a lock.
- 9.10.3 In case of dual/ multiple lanes (several lanes side by side), the lateral housing should be used as a handrail for the next extension lane, in order to save one additional handrail.
- 9.10.4 The Gates should offer a very comfortable passage width between the door wings and shall be of an International Standard size
- 9.10.5 All Dual Lane E-Gates shall have one lane for Walking Passenger and the other for safe unhindered movement of passenger on a Wheel Chair. The wide lane of the E-Gate should have a clear passage width between the door wings of 900mm to 1000 mm to comply with requirement for Passengers with Reduced Mobility.
- 9.10.6 The Departure Entry Gates shall be wider than the other lanes to permit entry of Passenger with a Trolley with big size bags as well. Approximately 1200 mm to 1600 mm wide clear passage
- 9.10.7 The gate shall offer a high level of transparency to facilitate officer monitoring. The glass surface shall exceed 80 % of the total vertical surfaces.
- 9.10.8 The biometric acquisition device will be positioned at the entrance of the gate at a position that is easy to use.
- 9.10.9 The E-Gate dimension guidelines are as below
  - Length: 1560mm
  - Height: 1520mm.
  - Width for single lane: 990mm
  - Width for double lanes: 1820mm
  - The gate shall be able to handle Passenger height in a range of 1.1 to 2.1m

## 9.11 E-Gate Accessories

- 9.11.1 **Industrial PC:** An IPC should be embedded inside the E-Gate to communicate with the various devices. This IPC will be used to communicate with the AEEBBS application software
- 9.11.2 **Tensa barrier:** The E-Gate shall have a provision for a retractable Tensa barrier so that the same can be used when the Gate is not put to use.
- 9.11.3 **Buzzer:** A Buzzer in the E-Gate shall send different acoustic signals (good beep / bad beep) to signal whether the Biometric Authentication was successful or not.
- 9.11.4 **Siren:** A multi-tone siren device should be provisioned on the E-Gate to issue an acoustic signal in case of an unauthorized behavior (wrong direction, tailgating, jumping over, crawling underneath, time-out, etc.)
- 9.11.5 **Document reader:** (Desko Penta CUBE 1D/2D Flatbed reader or better) The integrated multi document reader shall be able to read
  - 2D-Barcodes (boarding passes, home printed boarding passes, and boarding passes on mobile devices),
  - As well as ID-documents such as passports (depending on the configuration)
  - High speed automatic image scan of all ID and passport documents
  - Automatic high reliable OCR MRZ recognition (ICAO 9303)
  - High resolution images scalable up to 600 DPI
  - NFC / RFID technology

**9.11.6 2D-barcode scanner and communication interface (ACCESS LSR116 or better)**

In horizontal part of the side housing an integrated device that scans the 2D-Barcodes (boarding pass, home prints, mobile phones) and / or ID-documents.

A brightly lid illuminated LED to catch passenger's attention.

After the barcode and / or document has been applied and checked, a release signal or a rejection is given.

In case of a rejection, an indication how the user must act can be shown via display

The scanner should be easily replaceable for any maintenance work at any time without impacting the chassis

**9.11.7 Indicator Lights:** E-Gates should have Lights which allow security agents to have a 360° visualization of the gate function: green = gate on, red = gate off / default etc.

**9.11.8 Printer (Optional):** There should be a provision for installing a printer at the E-Gate to print tickets displaying useful and necessary information (possible changes of gates, seat or flight details) for passengers. Changing Paper rolls shall be convenient. Print layout should also be customizable. The LED indicators (Green/ Red) on the printer shall display the status of the printing process. And sensors to detect and communicate Paper nearly empty & Paper empty shall be available

**9.11.9 Release button / De-boarding:** There shall be a Release button for de-Boarding/ return of Passenger with adequate protection to prevent any accidental activation/ trigger

**9.12 . Reliability:**

9.12.1 MCBF: over 1,00,00,000 cycles

9.12.2 MTBF: Over 10,000 hours

9.12.3 MTTR: Under 60 minutes

9.12.4 Availability of service: over 99.5 %, 7 days/24 hours' operation

9.12.5 Serviceable Life of the e-Gate shall be a minimum of 10 years before requiring complete replacement

**10 Project Plan:**

10.1 The Vendor-Partner is expected to propose a Project plan with timelines for the execution of the Project within a Maximum period of 3 months from the Date of

release of the PO and signing of Agreement.

- 10.1.1 Due to operations constraints, the Installation works can be done only in a phased manner or during non-peak traffic periods to avoid any inconvenience to the Passengers The service provider shall take these into account in the Project plan in consultation with BIAL
- 10.1.2 Vendor Partner shall submit a detailed Project plan and shall capture the Installation phases clearly depicting the timelines for Supply, Installation, Commissioning, Testing and Handover after user Acceptance test (UAT) to operations.
- 10.1.3 With respect to the site readiness and other aspects, Vendor Partner shall appoint a dedicated on site Project Manager who shall coordinate with the BIAL Team and/or its partners/ contractors to ensure a smooth execution of the project
- 10.1.4 Dependencies/ Exclusions if any shall be explicitly stated
- 10.1.5 The Project plan for the complete project in 3 Phases is attached as per Annexure 12.

## 11 STANDARD OPERATING PROCESS for AEEBBS

The SOP proposed herein is proposed at a functional requirements level, however detailed technical processes may be individually defined by the Vendor-Partner based on the solution and type of biometric validation used.

### 11.1 STEP-1: TICKET BOOKING

**(THIS SECTION IS FOR INFORMATION ONLY NOT IN THE SCOPE OF THIS RFP)**

- a. Ticket Booking: On the Airline Reservation System, Portal or App & On other Agencies Viz. Online Travel Agents (OTA)/ Global Distribution Systems (GDS)
  - i. While Booking ticket, Passenger enters AADHAAR ID in Form of Identification FOID Field-2
  - ii. While Booking a Ticket the Foreign/ Indian Citizens can enter their Passport number in the FOID Field-1
- b. Airlines and Online Ticketing Agencies shall issue a Ticket with a 2D/ QR code as per IATA Standards which has the following minimum Data:
  - i. PNR number
  - ii. Passenger Name (Last name & First name)
  - iii. Flight number
  - iv. From and To Destinations
  - v. Date of Flight
  - vi. Time of Departure
  - vii. AADHAAR Identity number in the FOID field
  - viii. Foreign Citizens Passport number in the FOID field

## 11.2 STEP-2 HOME CHECK-IN/ WEB CHECK-IN

**(THIS SECTION IS FOR INFORMATION ONLY NOT IN THE SCOPE OF THIS RFP)**

- a. Passenger completes the seat Selection & checks-in to the Flight
- b. Passenger gets his/ her Boarding Pass printed at home or gets an E-Mobile Boarding Pass
  - i. Passengers shall have the option of Check-in (Web Check-in/ Mobile Check-in as per IATA Standards) before reaching the Airport to facilitate the process of identification of Passenger and also easy validation of the bona-fides of the Passenger's Ticket
- c. Passengers who do not check-in Prior to reaching the Airport will be identified using the 2D/ QR code (as per IATA Standards) on the Ticket

## 11.3 STEP-3 AIRPORT ENTRY GATE

### **SINGLE PASSENGER WITH QR CODED TICKET OR BOARDING PASS (BCBP)**

- a. Passenger comes to the Airport with E-Ticket with 2D/ QR code he reaches the Kiosk at airport entry gate

OR

- b. Passenger comes to the Airport checked-in with his Paper Boarding Pass and/or E-Mobile Boarding Pass with 2D/ QR code
- c. Passenger Scans E-Ticket / Boarding Pass with 2D/QR code
- d. Then presents his Biometric on the Biometric Reader (Finger Print/ Iris)
- e. AADHAAR Enabled Entry & Biometric Boarding Processing System (AEEBBS) does four important verifications
  - i. E-Ticket/ Boarding Pass validation with the Airline DCS
  - ii. Establish Identity of Passenger with real-time Biometric Validation with AADHAAR Database
  - iii. Passenger Name matching on E- Ticket/ Boarding Pass with Name from Authenticated AADHAAR Database
  - iv. Validates Time limits to permit entry into the Airport
    - i. First Name Last Name flip matching is permitted
    - ii. One full name matching (First or Last) and Initials matching is acceptable
    - iii. One Full name matching and other partial matching is acceptable
- f. AEEBBS thus creates the "Passenger Dataset" Single Token with a unique identifier. Passengers Biometrics (Face/finger print/IRIS) are stored for identification at other checkpoints
  - i. In case of unsuccessful validation, Passenger's ID is manually checked by the Security Staff and then "Passenger Dataset" is created with a unique identifier as single token
- g. Automated e-Gate will open if passenger is successfully validated either Automatically or accepted manually by the CISF

#### **AIRPORT ENTRY GATE- CISF ROLE**

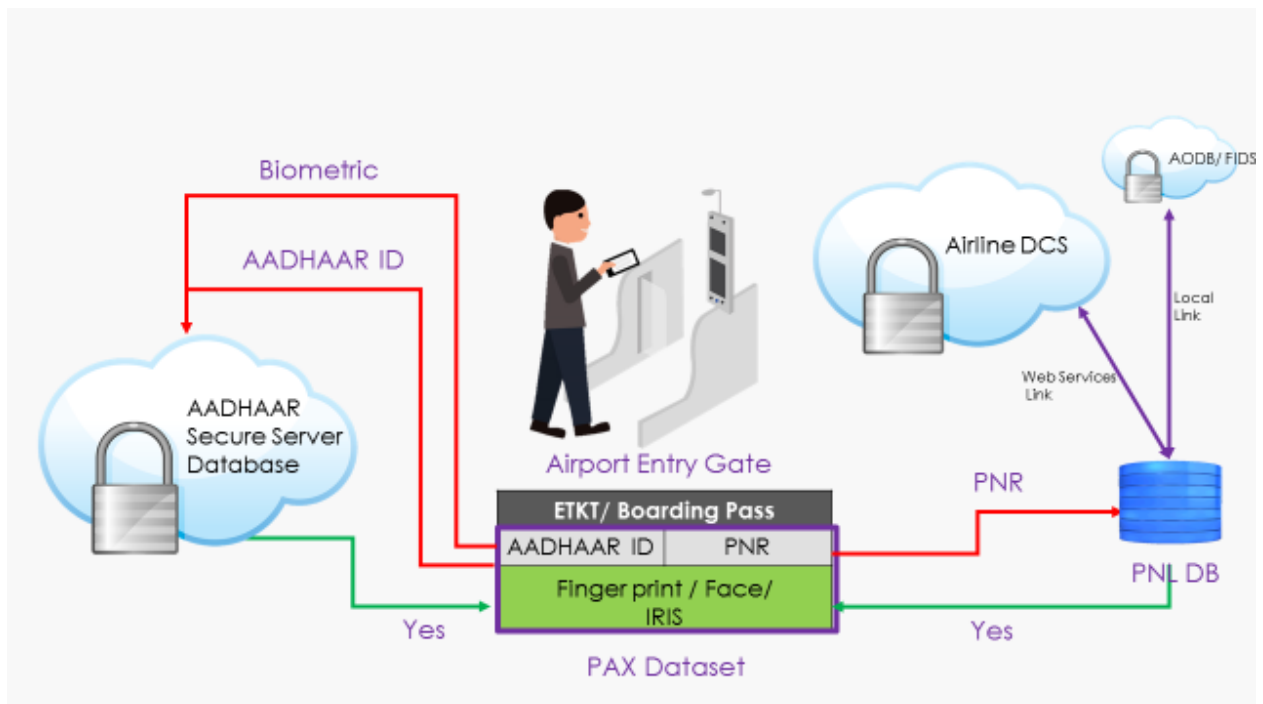
- a. The (AADHAAR + Biometric + PNR) form the “PAX Dataset” which is used to authenticate Passenger at every subsequent Process Step
- b. E-Gates open automatically on positive identification.
- c. Display for Security will show PAX details in a Green Envelope
- d. Security Officer does “Exception” handling & PAX Profiling.
- e. CISF Intervenes only on the Red & Amber alerts
- f. CISF staff at the Airport Entry Gate gets a display of passenger’s identity & travel document (Ticket/Boarding pass) verification status whether successful or unsuccessful.
  - i. In case of validation being unsuccessful, Passenger to be subject to a manual ID check before being permitted by the CISF Staff into the Airport Building
- g. Automated e-Gate will open if passenger is successfully validated manually by the CISF

#### **AIRPORT ENTRY GATE “LIVE PASSENGER DATASET”**

- a. AEEBBS shall store the Passengers following Data and store it as a “Live Passenger Dataset”
  - i. Passenger Name Record (PNR) with the following mandatory fields
    - i. Passenger Name
    - ii. Flight number
    - iii. Date & Time of Flight
    - iv. From & to Destination
    - v. Sequence Number
    - vi. Seat Number
    - vii. AADHAAR ID &/ OR Passport Number
  - ii. Passenger’s Biometrics (Face/ Finger Prints or Iris)
  - iii. Passenger Photo as received from the AADHAAR Database
  - iv. A unique identifier for each passenger
- b. The “Live Passenger Dataset” shall be used for all further Identification of the Passenger using “Biometrics as a Single Token” at all other Checkpoints until Boarding.
- c. On Successful Authentication, a Green signal is given to the Passenger to proceed to the Airport Entry E-Gate.
- d. Passenger then moves towards the E-Gate at the Airport Entry & presents his/ her Biometric on the Biometric Reading device (Face/ Finger Print or Iris).

- i. Apart from the Kiosks, Vendor-Partner may also propose E-Gate which have an integrated E-Ticket/ Boarding Pass Reader + Biometric Reader.
  - ii. This facility shall be useful for all passengers who have already entered the AADHAAR ID at the time of Booking their Ticket.
- e. Upon Successful Authentication with the “Live Passenger Dataset” The E-Gate Opens, Passenger enters into the Airport.

#### OPERATING PROCESS AT AIRPORT ENTRY GATE- CONCEPT



#### GROUP PASSENGERS WITH 2D/ QR CODED TICKET / BOARDING PASS (BCBP) EACH PASSENGER HAS AN INDIVIDUAL TICKET / BOARDING PASS (BCBP)

- a. Families with Infants (below 2 years)
- b. Groups with all Adults and Minors
- c. Separate Lanes with CISF intervention for all the Group Passengers
- d. Passengers from the Group Scan the 2D/QR code ticket/ Boarding Pass
- e. If AADHAAR is available validation happens with AADHAAR.
  - i. If no AADHAAR Available, Passenger Presents his ID to CISF Security
  - ii. CISF Verifies the ID and accepts the Passenger
- f. Similarly, for all other Adult passengers the same process as per clause (d) and (e) are followed.

- g. If the passenger is an infant (below 2 years) then the infant will be tagged to the Head of the Group and for all process points by default infant is tagged to the Head

#### 11.4 STEP-4 A FLIGHT RESCHEDULING/ REBOOKING OF TICKET

- a. If Any Passenger enters the Airport on a valid ticket & subsequently finds that
  - i. The Flight is cancelled or
  - ii. If He/ She intends to change the flight
  - iii. He/ She can go to the Airline Ticketing Counter and reschedule his/ her ticket to another flight
- b. A Standard Operating Process is followed where the Rescheduling and update to the Passenger Data Set happens
- c. Changes in Flight/ Airline is updated on the System
- d. If Passenger Cancels his ticket & travel plans then,
  - i. The Travel cancellation is recorded
  - ii. Passenger is authenticated using his biometrics & taken to CISF Supervisor for updating records Note- Passenger Dataset is modified as Passenger exits each zone
  - iii. Passenger Exits the Airport Building under CISF / Airline escort

#### 11.5 STEP-4 AIRPORT CHECK-IN (2 Step Process with Self Bag Drop/ Hybrid Bag Drop) STEP-1 OF THE 2-STEP PROCESS

- a. If Passenger registers and enters the Airport with only E-Ticket,
  - i. Passenger moves to the CUSS Kiosk
  - ii. Presents his Biometric on the Biometric Reading device (Face, Finger Print or Iris).
- b. “Live Passenger Dataset” is used to authenticate Passenger
- c. The AEEBBS system is able to identify the Passenger Flight from the Live Dataset, validated with the PNL and automatically opens the Check-in app/ function of the relevant Airline in the Kiosk.
- d. Once this is done the Passenger has to make his choices of seat/ Frequent Flyer number etc.
- e. Passenger Does his seat selections and Checks-in  
OR
- f. If Passenger has already Checked in and has a Mobile Boarding Pass or Home Printed Boarding Pass
  - i. Passenger moves to the CUSS Kiosk
  - ii. Presents his Biometric on the Biometric Reading device (Face, Finger Print or Iris).
- g. Passenger Selects the number of Bag Tags to be printed
- h. Prints & collects the Baggage Tags.



- i. The System updates the Status of Check-in on the “Live Passenger Dataset” for use at further Check Points
- j. Passenger then Tags his Bag and moves towards the Self Baggage Drop Area

#### **11.6 STEP-5 BAGGAGE DROP (2 Step Process with Self Bag Drop/ Hybrid Bag Drop) STEP-2 OF THE 2-STEP PROCESS**

- a. Passenger presents his/her biometrics on the Biometric Reader (Face/ Fingerprint Scanner or Iris)
- b. “Live Passenger Dataset” is used to authenticate the Passenger & Flight details shown on the display
- c. Passenger is prompted to select & print the number of bag tags needed and the same is printed
- d. Passenger then attaches the tags to his/ her bags and deposits the bags in the Self Bag Drop Machine.
  - i. This process could also be used with a manually assisted Bag drop service.
- e. Passenger is issued with a Baggage Claim Slip as an acknowledgement of the received Bag.
- f. Bag tags are linked to the unique identifier of the traveler

#### **11.7 STEP-5 A TRANSFER PASSENGER PROCESS**

- a. Transfer Passenger shall have to register to the Authentication System by
  - i. Scanning the Boarding Pass at the Designated Kiosk (which also contains capability to enter AADHAAR ID)
  - ii. Entering the AADHAAR ID if not already entered or showing any other Govt. ID proof to the CISF and/ or use Biometric ID document for International Passengers
  - iii. Recording his/her biometrics
  - iv. “Live Passenger Dataset” is updated to his/her specific flight

#### **11.8 STEP-6 PESC ENTRY**

- a. Entry to the PESC Zone is Restricted to Registered and Authenticated Passengers only.
- b. Passenger presents his/ her Biometrics (Face/ Finger Print / Iris) at the E-Gate Biometric reader.
- c. Passenger is identified using the “Live Passenger Dataset” and the E-Gate Opens
- d. Passenger then enters the PESC Zone
- e. Subsequently Passenger divests all his/ her belongings into the X-Ray machine/ CT Scan Machine and proceeds to the frisking Station through the DFMD

#### **11.9 STEP-7 PESC FRISKING**

**(THIS SECTION IS FOR INFORMATION ONLY NOT IN THE SCOPE OF THIS RFP)**

- a. Entry to the PESC is regulated & controlled using Biometric Validation with the “Live Passenger Dataset”
- b. There is no further need to validate the Passenger by the CISF Staff
- c. Passenger divests his Personal Belongings into the X-Ray Machine / CT Scan Machine (Smart Lane Enhanced Hand Baggage Screening System with Automated Tray Return)
- d. Passenger then moves through the DFMD/ Body Scanner (If Installed)
  - i. In case of DFMD CISF Officer Carries out the Frisking of the Passenger and clears him/her after verifying/ satisfying himself, clears the Passenger.
  - ii. If he/ She is clear of any Threat Items, then he/ She moves to the X-Ray output lanes to collect his belongings from the Tray
  - iii. In case of body scanner passenger moves through the scanner. If any threat Item is found by the Body Scanner, then he is diverted to the Frisking Pedestal
  - iv. CISF Officer Carries out the Frisking of the Passenger and clears him/ her after verifying/ satisfying himself/ herself, clears the Passenger.
- e. If any additional checks are needed the Passenger is subjected to the same as per the SOP of the CISF
- f. Cameras in the PESC Area shall be used to monitor the proceedings in the Frisking Area & can be used for any Forensic Analysis
- g. If in the unlikely event of Passenger Being De-Boarded/ Offloaded etc. or sent back from this Zone by the CISF Security Officer, A Special Workstation equipped with Biometric (Face/ Finger Print / Iris) Reading Device shall be provided and a procedure defined to de-board/ Offload the Passenger with the support of Airline Staff.
  - i. Such Passenger shall be escorted out of the Airport Building under CISF Security and Airline Staff escort.

#### 11.10 STEP-8 BOARDING GATE

- a. Passenger presents his/ her Biometrics (Face/ Finger Print / Iris) at the E-Gate Biometric reader
- b. Passenger is identified using the “Live Passenger Dataset”
- c. Passenger then enters the Boarding Area
- d. The Airline DCS is updated for passenger boarding status
- e. Airline staff gets to see the Status of Boarding on a real-time Dashboard

#### 11.11 STEP-9 AIRCRAFT

**(THIS SECTION IS FOR INFORMATION ONLY NOT IN THE SCOPE OF THIS RFP)**

- a. Passenger Boards the Aircraft

#### 11.12 STEP-10 Arrivals

**(THIS SECTION IS FOR INFORMATION ONLY NOT IN THE SCOPE OF THIS RFP)**

1. The Arrival Process shall be taken up at a later date in this Project

## 12 HIGH LEVEL TECHNICAL SPECIFICATIONS

### 12.1 General

- 12.1.1 All systems proposed for the AADHAAR Enabled Entry and Biometric Boarding System shall be OEM Certified equipment.
- 12.1.2 The use of any hardware prototype components, systems or machines is prohibited.
- 12.1.3 The use of software prototype components is also strictly prohibited. (Customization as per BIAL/Security Compliance requirements are excluded).
- 12.1.4 Despite the exclusion above, all standard software, not limited to operating systems, application programs etc. shall comply with state-of-the-art requirements, as well as represent current airport standards. They shall belong to tried and tested product families with ensured continuity for the CMC period defined in section 15 and must be in use at other airport systems.
- 12.1.5 All mechanical and electrical components within the proposed systems shall comply with state-of-the-art requirements, as well as represent current industry standards. They must belong to tried and tested product families for ensured continuity and easy replacement of faulty units must be widely available.
- 12.1.6 Individual mechanical and electrical components should wherever possible, be maintenance free.
- 12.1.7 All components and elements, which do not meet these requirements, have to be declared up front in the Vendor-Partners' technical proposal and their impact on the offered AADHAAR Enabled Entry and Biometric Boarding System and/or functions therein must be clearly defined. Vendor-Partner to insert Compliance or Deviation if any in the Compliance matrix
- 12.1.8 Despite the fulfilment of proven technology, the Vendor-Partner remains fully responsible for the End-to-End System design, the performance, the efficiency and all interfaces of the system and its subsystems.

## 12.2 AEEBBS API Ecosystem (Indicative)

- 12.2.1 Each API should be an industry standard RESTful web service API that is fully and openly documented for 3rd party checkpoint technology suppliers to leverage and integrate into
- 12.2.2 From a security perspective, API's should support hosting via secure web services, utilizing industry standard digital certificates for HTTPS based communications
- 12.2.3 From an enterprise architecture perspective, the API web services should be fully stateless therefore supporting deployment in 1: n API node clusters for the purposes of high availability, reliance and horizontal scaling

General Purpose API	
	<p>Based on the Passenger flow as captured in Section 9 of this RFP, following are the sequence of API Requests:</p> <ol style="list-style-type: none"> <li><b>Airport Entry</b> <ul style="list-style-type: none"> <li>AAADHAAR eKYC (via Biometrics)</li> <li>Validation of Flight/Passenger Details from Airline DCS</li> <li>Successful validation, call Biometric Single Token API for Biometric Capture / Validation</li> </ul> </li> <li><b>Check-In Baggage Drop (Optional)</b> <ul style="list-style-type: none"> <li>Biometric Validation</li> <li>Check-In Baggage Status to update the check-in baggage status and metadata (weight, number, etc. of bags)</li> </ul> </li> <li><b>Security PESC Entry</b> <ul style="list-style-type: none"> <li>Biometric Validation</li> <li>Passenger STATUS - Expectation: Biometric Verification and Checkin done.</li> <li>PASSENGER STATUS to update his/ her status to SECURITY/ GATE_CHECK</li> </ul> </li> <li><b>Boarding</b> <ul style="list-style-type: none"> <li>Biometric Validation</li> <li>Passenger STATUS - Expectation: Biometric/QR Verification and Checkin and SECURITY, GATE CHECK done.</li> <li>PASSENGER STATUS to update her status to BOARDED</li> </ul> </li> <li><b>De-boarding</b> <ul style="list-style-type: none"> <li>Biometric Validation</li> <li>Passenger STATUS - Expectation: Biometric Verification and Checkin and SECURITY, GATE CHECK, BOARDING done.</li> <li>PASSENGER STATUS to update his/ her status to DEBOARDED.</li> </ul> </li> </ol>

<b>Flight Status API</b>	This API provides information about a particular flight like flight status (security, boarding etc.), check-in counters, gates, scheduled and estimated arrival / departure times.
<b>Complaints API</b>	This API allows users to provide complaints. feedback, or suggestions to Airlines and/or OTAs NB: This is needs to be integrated with Airsewa App
<b>Traveler API</b>	Flight Number, Passenger Name, Unique ID, Date, time of Travel, PNR, e-Ticket Number, mobile number, status Status can be “Booked”, “Checkin”, ”Passenger Validation”, “Checkin”, “Baggage Checked in”, “Security check”, “Boarding”, “Landed”, “Baggage arrived”.
<b>Fallback SOP at Airport</b>	Fallback: In case the Biometric Single token doesn’t work, the fallback SOP is for the passenger to scan the e-Boarding Pass (QR Code). Therefore, every E-Gate scanner should periodically download the latest Passengers Manifest and have the ability to perform a verification locally.

### **12.3 Local Area Network**

- 12.3.1 Vendor-Partner may use the BIAL LAN for the Connectivity Requirements. However, if any additional equipment are needed to complete the Project, the Vendor-Partner shall provide all necessary equipment, accessories, cables, connectors, software, etc. for internetworking of system components
- 12.3.2 The equipment supplied shall be as per the minimum specifications recommended by BIAL (Refer Annexure 9) and will be an equivalent model or latest from the same OEM or industry standard OEM and Vendor is to ensure compatibility/Integration with BIAL network.
- 12.3.3 Vendor-Partner shall ensure network level system redundancy and design the network system needed for the AEEBBS.
- 12.3.4 Field Networking Switches if needed shall be provided with appropriate wall mountable Standard Industrial grade rack.
- 12.3.5 Vendor-Partner shall provide Standard ETSI/ ANSI Equipment Rack, Power Distribution Panel, Standard Industrial grade and quality 19" Wide Floor Standing Equipment Rack with Rack Exhaust Fans, Front Glass Door, Castor Wheels with Brakes, Captive Mounting Hardware, Power Distribution Unit with Fuse, Power Indicator Light, sufficient switched Power Sockets, for installation of Server/Networking Hardware.
- 12.3.6 All cables and connectors shall be provided with marker Ferrules for easy identification.
- 12.3.7 Equipment Racks/ Servers/ Network Switches etc. shall be hosted in the identified BIAL Data center and IT Rooms.
- 12.3.8 The Vendor-Partner shall take consent/approvals from the Airlines/CUTE/ CUSS Service providers for any integration/ any modification needed to be carried out in the CUTE Service provider's systems for carrying out the configuration and commissioning of the Vendor-Partner system, the consent to be furnished during bidding stage to avoid issues later
- 12.3.9 Cabling - The Vendor shall provide the Network design for the AEEBBS Systems and clearly state the Cabling dependencies. Vendor-Partner shall carry out the requisite cabling in coordination with BIAL operations, following BIAL defined standards and processes. In case some areas are not feasible, BIAL and Vendor shall mutually discuss the alternate LAN connectivity points in line with the Layout proposed for AEEBBS System

### **12.4 Inline UPS**

- 12.4.1 BIAL Shall Provide UPS backed power for all equipment installed in the Data Center and IT Rooms like Servers, Firewalls, Network Switches etc. For all other Equipment like E-Gates, Kiosks, Workstations etc. The following shall be applicable
- 12.4.2 Vendor Partner shall make provision to lay Separate power line for these equipment. Power tapping source will be showed by BIAL LSE department.
- 12.4.3 All computer and control equipment under the scope of work of the Vendor-Partner shall be protected with an inline UPS of appropriate capacity.
- 12.4.4 Vendor-Partner shall ensure Power Supply level system redundancy and design UPS system with hot standby arrangement.
- 12.4.5 UPS units shall enable an automatic and controlled shutdown of the system in case of power supply failure and shall function under voltage fluctuation of 230V/415V  $\pm 10\%$ .
- 12.4.6 All UPS shall provide SNMP interface to be monitored via a Centralized UPS monitoring System in the Central Control Room.

- 12.4.7 The UPS system shall have protection device and equipment of suitable capacity such as Isolation Transformer/CVT/Automatic Voltage Stabilizer or combination for safety, protection and to guard against heavy fluctuation of voltage or any other transients.

## **12.5 High Availability, Performance & Scalability**

- 12.5.1 The AEEBBS forms the Critical part of the overall Passenger Experience and has a major impact on the turnaround of an aircraft. The offered system shall therefore exhibit an extremely high system level of Resilience and shall be built on a High Availability design concept with all Critical Servers, Network Switches and Links on Active Active/ Redundancy built-in. Attention shall be paid to ensure a large degree of redundancy when designing the system, to permit quick Recovery and Restoration when irregularities and system/ Link outages occur.

## **12.6 Continuous Performance**

- 12.6.1 The following standards shall be attained, as an absolute minimum, without fail, and must form part of the acceptance testing:
- 12.6.2 The offered system shall be capable of 24-hours sustained operation, per day.
- 12.6.3 The offered system shall be capable of continuous operation at full capacity, i.e. must be able to tolerate any number of daily peaks.
- 12.6.4 Planned preventive maintenance, can be done on lean traffic hour to minimize impact on operation.

## **12.7 Life Expectancy**

- 12.7.1 The offered systems shall have a life expectancy of 10 years with Continual Software upgrade options and by doing an IT Hardware refresh.
- 12.7.2 The Vendor-Partner shall ensure that AEEBBS System will be available and also Scalable/ Expandable during this period of time.
- 12.7.3 The systems proposed for AEEBBS must be Scalable to meet the passenger growth in T1 and the Upcoming T2, Reliable, Highly available & Resilient
- 12.7.4 In the case of the control hardware full forward or backwards compatibility must be assured for updates on hardware and software over time, this for both the Vendor-Partners System and the OS.

## **12.8 DATA PRIVACY**

- 12.8.1 Data management should be compliant with UIDAI standards
- 12.8.2 Data management should be compliant with Data Empowerment and Protection architecture (DEPA).
- The goal of DEPA (Data Empowerment and Protection Architecture) is to provide the technical tools and mechanisms that empower the individual by placing them at the center and giving them control of their data.
  - Both, the Digital Locker System and Consent Artefact (of Electronic Data Consent) have been notified by MeitY.
  - Data Masking and Protection
- 12.8.3 Data management should be compliant with International directives on Data Privacy Protection
- 12.8.4 Personal data shall be processed fairly and lawfully



- 12.8.5 Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner other than for that purpose or those purposes.
- 12.8.6 Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.
- 12.8.7 Personal data shall be accurate and, where necessary, kept up to date.
- 12.8.8 Personal data processed for any purpose or purposes shall not be kept for longer than necessary for that purpose or those purposes.
- 12.8.9 Personal data shall be processed in accordance with the rights of data subjects under the national law.
- 12.8.10 Appropriate technical and organizational measures shall be taken against unauthorized or unlawful access and or processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 12.8.11 Personal data shall not be transferred nor stored to a country or territory outside India
- 12.8.12 Biometric data shall be flushed out of the AEEBBS System at the end of the Passenger's Journey at the Airport i.e. after completion of Boarding and Departure of the passengers' Flight.
- 12.8.13 Passenger dataset shall be protected for its confidentiality and integrity.
- 12.8.14 Passenger Travel Logs without the Biometric data shall be stored for the duration of 30 Days

## **12.9 BOOKING AND CHECK-IN STANDARDS (For Reference)**

- 12.9.1 As per IATA standards AEA2007 to AEA2012 specification
- 12.9.2 FOID for AADHAAR ID/ Passport number
- 12.9.3 BCBP 2D/ QR code
- 12.9.4 E-Tickets with 2D/ QR Code

## **12.10 AUTHENTICATION OF PASSENGER TO THE AADHAAR DATABASE**

- 12.10.1 e-KYC transactions shall take place using KUA server of the Airport Operator Airport Partner for KUA Services
- 12.10.2 Data security standards would be in compliance with AADHAAR Act 2016
- 12.10.3 AUA/KUA guidelines issued by UIDAI shall be followed from time to time
- 12.10.4 Protocol for data exchange between KUA and CIDR database would be based on AUTH API 2.0 and above as defined by UIDAI
- 12.10.5 KUA would use only STQC/UIDAI certified registered devices for the purpose of reading Biometric Data

## **12.11 AUTHENTICATION/ VALIDATION OF PASSENGER ticket WITH THE AIRLINE DCS**

- 12.11.1 Vendor-Partner shall design the system to enable exchange of Data with the Airline Departure Control System (preferably using APIs) for Validation of the Passenger's Ticket/ Boarding Pass
- 12.11.2 Vendor Partner to ensure complete integration of the CUSS inside the AEEBBS to ensure seamless two-way exchange and update of Passenger Checkin Status to and from the AEEBBS & Airline DCS

## **12.12 Name Validation & Matching with Name on AADHAAR ID**

- 12.12.1 The AEEBBS shall have business rules to match and validate the name of the Passenger as on Aadhaar ID to the one received from the AADHAAR CIDR Database

12.12.2 This rule may be flexible to take care of name irregularities between the AADHAAR and Ticket data points

12.12.2.1 These rules may be finalized in co-ordination with BIAL

## **12.13 IDENTIFICATION OF PASSENGERS TO THE BOARDING BACK-END**

The back-end architecture should be able to match the following requirements:

- 12.13.1 Fast response time, under 2 secs on an average for internal services
- 12.13.2 Biometric identification time under One sec on an average
- 12.13.3 Accuracy for biometric identification:
- 12.13.4 For fingerprints: False Reject Rate < 2% for a False Acceptance Rate < 0.01%
- 12.13.5 For Iris: False Reject Rate < 2% for a False Acceptance Rate < 0.001%

## **12.14 E-TICKET/ BOARDING PASS: 2D/ QR Code READERS**

- 12.14.1 Supports high throughput with a capture time under 1 seconds
- 12.14.2 CE and/or FCC certified
- 12.14.3 Captures 2D/ QR Code in a single acquisition from Paper Boarding Pass or E-Mobile Boarding Pass
- 12.14.4 Resilient to Low Light Conditions while reading from Paper or E-Mobile Boarding Pass
- 12.14.5 Capability to read the 2D/ QR code at various angles of display

## **12.15 BIOMETRIC ACQUISITION PRODUCTS: FINGERPRINTS READERS**

- 12.15.1 BIAL would prefer a Contactless/ Non- Intrusive acquisition of Biometric Data with minimal Passenger effort & Co-operation and also to avoid hygiene issues if any.
- 12.15.2 Supports high throughput with a capture time under 2 seconds
- 12.15.3 CE and/or FCC certified for health and safety
- 12.15.4 Captures multiple fingers in a single acquisition
- 12.15.5 FBI PIV IQS certified for image quality
- 12.15.6 Resilient to wet and dry fingers
- 12.15.7 Propose BFD Best Finger Detection
- 12.15.8 STQC UIDAI certified
- 12.15.9 Biometric device for AADHAAR should be contactless
- 12.15.10 Biometric matcher should be evaluated and ranked among the first five by NIST and accuracy equivalent to UIDIA / AADHAAR standards.
- 12.15.11 Biometric matcher can manage any combination of biometrics (fingerprint, iris, face).
- 12.15.12 The system needs to be ready Iris / Face / Fingerprint.

## **12.16 BIOMETRIC ACQUISITION PRODUCTS: FACE READERS**

- 12.16.1 Captures Face in a single acquisition
- 12.16.2 Copes with transparent glasses
- 12.16.3 Automated adaptation to the passenger with large capture range: capture passengers from 1m to 2m
- 12.16.4 Captures passenger's face
- 12.16.5 CE / UL certified devices

## **12.17 BIOMETRIC ACQUISITION PRODUCTS: IRIS READERS**

- 12.17.1 Captures both the Iris in a single acquisition
- 12.17.2 Copes with transparent glasses
- 12.17.3 Automated adaptation to the passenger with large capture range: capture passengers from 1m to 2m
- 12.17.4 Captures passenger's face together with two Iris
- 12.17.5 STQC UIDAI certified devices only
- 12.17.6 Biometric device for AADHAAR should be contactless
- 12.17.7 Biometric matcher should be evaluated and ranked among the first five by NIST and accuracy equivalent to UIDIA / AADHAAR standards.
- 12.17.8 Biometric matcher can manage any combination of biometrics (fingerprint, iris, face).
- 12.17.9 The system needs to be ready Iris / Face / Fingerprint.

## **12.18 FRONT END DEVICES: E-GATES**

- 12.18.1 Detailed Specs are given as per Clause-9 and all sub clauses in this RFP

## **12.19 FRONT END DEVICES: KIOSKS**

The kiosk is the first touchpoint of the passenger with the digital airport passenger processing system.

It is crucial to authenticate the passenger with quality data.

### **12.19.1 The functions of the kiosk:**

- Capture traveler information (Boarding Pass QR / E-Ticket 2D Barcode reader, AADHAAR ID Card QR code reader,)
- Capture Biometrics (Fingerprint/ Iris/ Face)
- Input alphanumerical data using an on screen digital keyboard in case it is needed and use the screen to follow instructions for authentication to the AADHAAR database

#### **12.19.2 The key components of the kiosk:**

- Contactless Biometric reader (multiple fingerprint capture + reader and/or iris at distance/ Face)
- QR code reader for boarding pass or AADHAAR card as per IATA standards
- Touchscreen 13’’ approx. for passenger readability and convenience
- Status light for easy operations on several parallel kiosks
- Locks for security
- Protection (circuit breaker)
- Thermal regulation (fan) as it will be an outdoor touchpoint outside the terminal
- Fixation elements (to be detailed) for safety and should be Mobile for easy movement from one location to another in the Kerb-side Area

#### **12.19.3 The product and components standards and directives:**

- Environmental directives: Substance concentrations subject to European directives 2002/95/CE - RoHS and 1907/2006/CE - Reach must be below the specified thresholds.
- Safety: Modules will be integrated following IP33 certification
- Vendor Partner to Suggest IP Rating and toughened monitors for the External Kiosks ensuring protection from Rain, Direct Sunlight, Wind, Dust, heat etc.
- Must be compliant to EN 61000-6-2:2005 + AC: 2005
- Generic standards – Immunity for industrial environments

#### **12.19.4 The Kiosks should be Suitable for ease of use for PAX and Security staff:**

- Max height = 150cm (OR Suitable for ease of use for PAX and Security)
- Max width = 50cm (OR Suitable for ease of use for PAX and Security)
- Max depth = 55cm (OR Suitable for ease of use for PAX and Security)
- No interfaces under 80cm height from ground

#### **12.19.5 Security requirement**

- No access to the connectors from the outside.
- Touch-screen digital keyboard
- Lock down on the operating system (hardening of the OS windows 7 or 10 or the latest OS)
- Tamper proof kiosk
- All metallic parts connected to the ground

### **12.20 FRONT END DEVICES: TABS**

**12.20.1** Adequate number of Tablets for Airline Flight Supervisors, CISF security and also Airport Operators shall be provided for carrying out of smooth operations tasks.

## 12.20.2 LOGS: TIME-STAMPED DATA, EVENTS & ALARMS

- ID End Point
- Timestamp
- Nationality
- Gender
- Date of Birth
- Age
- Number of biometric captures
- Biometric capture quality score
- AADHAAR authentication result
- AADHAAR authentication process time
- Biometric Matching Score
- Matching Result
- Biometric identification time
- BCBP type
- BCBP process time
- Booking reference validation result
- Booking reference validation process time
- Complete process time
- Boarding DCS result
- Boarding DCS process time
- Processing step result

## 12.21 REPORTS

- Vendor-Partner must provide comprehensive report capabilities for evaluation of all data available and collected from the system.
- Number of transactions (per type, status)
- Endpoint statistics (per Endpoint)
- Transaction duration
- Total number of Transactions terminated due to Operational Reasons / Total number of Terminated Transactions
- Total number of Transactions terminated due to Technical Reasons / Total number of Terminated Transactions
- Usability /Ergonomics (number of attempts for captures)
- ID usage (quantity of Identity document per type)
- Exceptions Reports (number of interventions required)
- The data storage shall collect the data provided from the entire System and provide comprehensive report functions and simple data export facilities for external data evaluation (e.g. Microsoft Excel or Microsoft SQL).

## **12.22 METRICS AND DASHBOARDS**

- 12.22.1 Passenger wise details should display passenger flow between various checkpoints
- 12.22.2 Airline wise details should display no of passengers for that particular airline at various checkpoints
- 12.22.3 Identify the local of passenger in a particular zone
- 12.22.4 Passenger dwell time between various checkpoints & at various checkpoints
- 12.22.5 Flight wise details should display no of passengers for that particular flight at various checkpoints
- 12.22.6 Health monitoring of all devices at all checkpoints
- 12.22.7 Passenger count report should show passenger numbers based on a number of grouping criteria such as destination, airline, check-in source, gate, week day, travel class, gender, barcode type etc.
- 12.22.8 Throughput report with graphical view of passenger per hour, Reports on how many passengers are processed per selectable time period at selectable checkpoints, terminals etc.
- 12.22.9 Detailed Passenger count report grouped by
  - Destination
  - Travel class
  - Airline
  - Check-In Method
  - Weekday
  - Final destination
  - Gender
- 12.22.10 Boarding analysis showing detailed information of the boarding process per flight such as:
  - First PAX time
  - Last PAX time
  - Total PAX count
  - Min, Max and average validation times
  - Min, Max and average passage times
  - Average throughput per boarding process

## **12.23 Monitoring and Management Software.**

- 12.23.1 User Interface shall be fully browser based and should be accessible from any PC/ Tablet within the airport LAN or Wi-Fi LAN.
- 12.23.2 Live web based Monitoring and Control
- 12.23.3 Via the web based Console a graphical overview of all gates and other scanning devices should be displayed.
- 12.23.4 The web console illustrates the status of the e-gate and its peripherals.
- 12.23.5 Shows all gates or filtered number of gates.
- 12.23.6 Shows the current operational mode of the gate, as well as gate problems and supply status (if available).
- 12.23.7 Each E-Gate should be controllable from the Web Client. The following operating modes are supported:

- Permanent open (Flaps open, scanner off)
- Permanent close (Flaps closed, scanner off)
- Host mode (Flaps active, scanner on, waiting for boarding passed to be processed)

12.23.8 Detailed gate information such as firmware information from all peripherals, device status, serial configuration, device usage counters, gate usage graphs, recent boarded flights with passenger numbers can be displayed for each gate.

## **12.24 BILL OF MATERIALS (Phase wise Quantities)**

- 12.24.1 *Registration Kiosk with 2D/QR code Reader and Biometric Reader (Face, Fingerprint & Iris)*
- 12.24.2 *Kiosks/ Tablets for the CISF Security to monitor and manage the Passenger entry into the Airport, and have the option to vet passengers that are non AADHAAR passengers*
- 12.24.3 *E-Gates with Biometric Readers at Airport Entry*
- 12.24.4 *Biometric Reader (Face, Fingerprint & Iris) Kit for Manual Assisted OR Fully Self Service Automated Biometric Enabled Bag-Drop*
- 12.24.5 *Biometric Reader (Face, Fingerprint & Iris) enabled E-Gate for Entry to the Pre-Embarkation Security Check (PESC) Zone*
- 12.24.6 *Biometric Reader (Face, Fingerprint & Iris) enabled E-Gate at Boarding Gates*
- 12.24.7 *Workstations with Biometric Reader (Face, Fingerprint & Iris) for Passengers who are Offloaded/ De-boarded/ Exit due to Cancelled Ticket/ Flight*
- 12.24.8 *Integration of the AEEBBS to the AUA/ KUA Infrastructure. AEEBBS*
- 12.24.9 *Leased line/ Internet Connectivity to Airline DCS (Not in Scope of this RFP)*
- 12.24.10 *Leased line/ Internet Connectivity to UIDAI Database (Not in Scope of this RFP)*

Proposed Phase-wise BOQ is given below. This is the minimum required and Vendor/Partner can suggest the BOQ Units required for passenger processing.



Stage			BOQ			
			Domestic		INT	
			Phase-1	Phase-2	Phase-3	Total
	Item	Purpose/ Function	Jet Airways, Air Asia India SpiceJet	All Domestic Airlines	All International Airlines	
Kerbside & Airport Entry	Registration Kiosk at the Gates	1. Scan BP 2. Submit Biometrics 3. Enter AADHAAR ID if not entered at the time of Booking 4. Show Alternate ID and for CISF Acceptance	6	6	6	18
	CISF Kiosk	1. Oversight function of AADHAAR Validated Passengers 2. Accepting Passengers with Alternate ID	3	3	3	9
	Registration Kiosk at the Kerbside	Only for AADHAAR Passengers 1. Passengers who have entered AADHAAR Number while Booking or 2. Passengers who have AADHAAR Card with QR Code 3. Passengers who have an AADHAAR ID and need to enter it manually	12	6	6	24
	Entry E-Gate	1. All Passengers Who have Registered at Kerbside 2. All Passengers Who have Registered at Entry Gate Kiosk 3. Single Lane Wide Entry E-Gates	6	10	4	20
	Manual Processing Counters at Entry Gate	1. Group Passengers Family with Infant under 2 years and with e-Ticket 2. Group Passengers Family with Child (5 to 15 years) and with e-Ticket 3. Group Passengers Adults with e-Ticket	2	2	1	5
Check-In & BagDrop	Check-in Kiosks	1. Submit Biometrics 2. Perform Check-in 3. Print Bag Tags	20	12	18	50

	Bag-Drop	1. Submit Biometrics 2. Print Bag Tags 3. Deposit Bag 4. Collect Baggage Claim Slip	32	60	27	119
Emigration	Entrance to Emigration through E-Gate	1. Submit Biometrics 2. Enter Emigration through E-Gate 3. Process Immigration 4. Exit Emigration	0	0	0	0
Transfer Zones	Registration Kiosks at Entrance to SHA	1. Scan Boarding Card 2. Submit Biometrics 3. Enter AADHAAR ID/ Show Physical ID	2	1	2	5
	CISF Kiosk	1. Oversight function of AADHAAR Validated Passengers 2. Accepting Passengers with Alternate ID	2	0	2	4
	De-Boarding Kiosk	1. Submit Biometrics 2. Exit PESC	1	0	1	2
PESC Zone	Entry E-Gate to PESC	1. Submit Biometrics 2. Enter PESC through E-Gate 3. Divest / Deposit hand baggage for X-Ray Screening	6	10	8	24
	De-Boarding Kiosk	1. Submit Biometrics 2. Exit PESC	2	1	2	5
Boarding Gates	Boarding E-Gate Lanes	1. Submit Biometrics 2. E-Gate Opens 3. Collect Stub (Optional) 4. Enter Boarding Gate	30	36	14	80
Server and Hardware: AEEBBS System	Servers, OS, DB, Storage (One Lot)	1. Servers 2. OS 3. Database 4. Storage 5. Licenses	1	0	0	1

Networking Systems	Refer Annexure 7	One Lot	1	1	1	3
Servers & Hardware: AADHAAR NOT IN THE SCOPE OF THIS RFP	NOT IN THE SCOPE OF THIS RFP  Servers, OS, DB, Storage (One Lot)	NOT IN THE SCOPE OF THIS RFP  1. Servers 2. OS 3. Database 4. Storage	1	0	0	1
Project Management	Project Management	1. Design 2. Planning 3. Execution 4. Testing 5. Training 6. Rollout and Handover	1	1	1	3

### 13 Throughput and Performance Values:

The Vendor-Partner will undertake a simulation of their solution based & propose the following variables: -

### **13.1 Registration Kiosk: Max Processing time: 5 to 15 Secs/ PAX**

- 13.1.1 Boarding Pass Scan time: \_\_\_\_Secs
- 13.1.2 Capture of Finger Print/ Iris: \_\_\_\_Secs
- 13.1.3 Fetch AADHAAR ID# from the PNL: \_\_\_\_Secs
- 13.1.4 Alternatively Scan AADHAAR QR Code and capture AADHAAR ID#: \_\_\_\_Secs OR Enter AADHAAR Number manually using touchscreen keypad: \_\_\_\_Secs
- 13.1.5 OR for International Passengers, Scan Passport and Capture PAX Passport and Photo from the first page/ Reading the E-Passport chip using Public key
- 13.1.6 Send AADHAAR ID# and Finger Print/ Iris Data to AADHAAR UIDAI Database and receive validation: \_\_\_\_Secs
- 13.1.7 Approve or Reject Entry based on Validation success/ Failure: \_\_\_\_Secs
- 13.1.8 Capture Biometric (Face/ Iris/ Finger Prints) for further steps: \_\_\_\_Secs
- 13.1.9 Create PAX Dataset

### **13.2 Departure Entry Gate: Max Processing Time: 5 Secs/ PAX**

- 13.2.1 Boarding Pass Scan time: \_\_\_\_Secs
- 13.2.2 Capture of Finger Print: \_\_\_\_Secs
- 13.2.3 Fetch AADHAAR ID# from the PNL: \_\_\_\_Secs
- 13.2.4 Alternatively Scan AADHAAR QR Code and capture AADHAAR ID#: \_\_\_\_Secs
- 13.2.5 Send AADHAAR ID# and Finger Print/ Iris Data to AADHAAR UIDAI Database and receive validation: \_\_\_\_Secs
- 13.2.6 Approve or Reject Entry based on Validation success/ Failure: \_\_\_\_Sec

### **13.3 CUSS Kiosk: Max Processing time: 45 Secs/ PAX**

- 13.3.1 Capture of Finger Print/ Iris/ Face: \_\_\_\_Secs
- 13.3.2 Validate with PAX Dataset: \_\_\_\_Secs
- 13.3.3 Find Flight details and offer menu for printing Bag Tags: \_\_\_\_Secs
- 13.3.4 Print Bag Tags: \_\_\_\_Secs/ Bag Tag

### **13.4 Manually Assisted /Self-Bag Drop Machine/ Check-in Counter: 60 Secs/ PAX**

- 13.4.1 Capture of Finger Print/ Iris/ Face: \_\_\_\_Secs
- 13.4.2 Validate with PAX Dataset: \_\_\_\_Secs
- 13.4.3 Find Flight details: \_\_\_\_Secs
- 13.4.4 Validate Bag weight complying to Airline DCS rules: \_\_\_\_Secs
- 13.4.5 Accept Bag: \_\_\_\_Secs
- 13.4.6 Print Baggage Claim Slip: \_\_\_\_Secs

### **13.5 Departure Immigrations: Max Processing time: 5 secs/ PAX**

- 13.5.1 Capture of Finger Print/ Iris/ Face: \_\_\_\_Secs
- 13.5.2 Validate with PAX Dataset: \_\_\_\_Secs
- 13.5.3 Find Flight details and Open E-Gate on Successful Validation: \_\_\_\_Secs
- 13.5.4 AEEBBS system needs to be scalable for FUTURE needs to Capture Biometric (Finger Prints/ IRIS/ FACE) Data for Validation with Passport/ Bureau of Immigrations Database

### **13.6 PESC Entry: Max Processing time: 2 Secs/ PAX**

- 13.6.1 Capture of Finger Print/ Iris/ Face: \_\_\_\_Secs

13.6.2 Validate with PAX Dataset: \_\_\_\_Secs

13.6.3 Find Flight details and Open E-Gate on Successful Validation: \_\_\_\_Secs

### **13.7 Boarding Gate: Max Processing time: 2 Secs/ PAX**

13.7.1 Capture of Finger Print/ Iris/ Face: \_\_\_\_Secs

13.7.2 Validate with PAX Dataset: \_\_\_\_Secs

13.7.3 Find Flight details and Open E-Gate on Successful Validation: \_\_\_\_Secs

13.7.4 Show Passenger his/ her Seat Number: \_\_\_\_Secs

13.7.5 The simulation adopting these variables will be based on the proposed AEEBBS and will offer a realistic throughput expectation of the system.

13.7.6 If the throughput can be enhanced in any other manner, then this will be clearly outlined in the report.

## **14 List of Drawing**

All AutoCAD Drawings will be shared upon submission of NDA copy (Refer Annexure 13, for the Template for Non-disclosure Agreement) to BIAL at a later date.

## **15 TERMS & CONDITIONS**

The term of the Agreement shall be 8 years from the Effective Date (defined) of the Agreement, unless terminated in accordance with the terms of the Agreement. This includes 3 Years of Warranty and 5 Years of CMC, Comprehensive Maintenance Contract.

At any time during the Term of the RFP and Services Agreement, BIAL shall have the right and discretion to add or delete the Scope or suspend, partially or in full, the Scope of the Service/ Work & Deliverables mentioned in the RFP. The Service Provider shall be responsible for providing (at no additional cost to BIAL) any and all additional items that are not expressly included by the terms of this RFP/Agreement to the extent such items are reasonably required for the achievement of the objectives of the Work. In the event of any increase or decrease of the Scope of the Service/ Work & Deliverables, BIAL shall have the right to proportionately increase or decrease service fee, in accordance with the Proposal submitted. In the event there is increase in the Service/ Work due to the Service Provider's fault or/and the Service Provider obtains any information that leads it to believe that certain additional work is required for the due performance of its obligation under this RFP/Agreement, then the same shall be performed by the Service Provider at no additional cost or expense to BIAL. The Service Provider shall provide regular status/ update of the Services/ Deliverables and complete progress of the work within the overall schedule of work from time to time as desired by BIAL in writing. The Vendor-Partner shall comply, ensure, provide and shall cover all the Technical requirements mentioned in Annexure 5 B. It shall be the Service Provider's liability for transportation and commissioning of the system, software, equipment if any provided to BIAL under and pursuant to the Scope of Work, Warranty clause and the Agreement. BIAL shall not be responsible and shall not bear

any additional costs for the damages of the system, software, equipment either during the transportation, storage and or during the commissioning. BIAL shall take custody only after the completion of the Scope of the Service/ Work & Deliverables.

## 16 PRICES

16.1 Prices quoted by the Vendor-Partner for Scope of Work/ Services, Deliverables should include GST, all applicable taxes, duties, levies, transportation costs, back-to-back support with OEM if any during Warranty for the entire term of Agreement.

16.2 The Contract price shall remain firm and must not be subject to escalation during the performance of the contract due to fluctuation /change in the duty/tax structure/exchange rate, changes in costs related to the materials and labour or other components or for any other reason whatsoever.

16.3 No other cost whatsoever will be paid by BIAL.

## 17 WARRANTY AND THE OTHER OBLIGATIONS OF THE SERVICE PROVIDER

17.1 The Service Provider shall provide/ensure/passes to BIAL all applicable Warranties, complete cover and comprehensive support including warranty for a period of (THREE) years of the Agreement. The Service Provider shall provide/ensure and warrant that all the hardware and software against defects arising out of faulty design, materials and media workmanship of the hardware and software including pre-installed software components during the warranty period. Defective hardware or software shall be replaced by the Service Provider at his own cost, including the cost of transport.

17.2 The Service Provider shall provide warranty for a period of three years from the Acceptance Certificate date and post warranty the Service Provider shall provide support and maintenance (CMC) for a period of Five years. During the CMC period, the Liquidated Damages (Schedule B) and the Response and Resolution time shall continue to be the same as during the Warranty Period.

17.3 The Service Provider warrants that the system and the other systems, hardware, software supplied under the Agreement are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials.

17.4 The Service Provider further warrants that the system and all other systems, hardware, software supplied under this RFP/Agreement shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor-Partner, that may develop under normal use of the supplied systems in the conditions

prevailing at the final destination.

- 17.5 During the comprehensive warranty period, the Service Provider shall repair or replace the defective components, systems or entire system hardware and for the software the Service Provider shall provide upgrades, bug fixes, patch updates for the System, as per the Agreement at no additional cost to the BIAL. Also latest software release shall be made available to this site within one month of its launch

#### 17.6 Call-to-Response/ Call-to-Resolution Time:

##### 17.6.1 Reporting a fault

Service provider shall provide an on-line tool for reporting the faults. Fault can also be reported to the Service Provider at any time by telephone/email/fax and the helpdesk receiving such calls shall log the calls in the system. If the user reports a fault to the Service Provider the first step - whenever possible - is to attempt troubleshoot the fault or remedy it directly on the telephone. Also, a service request is to be raised and activated.

##### 17.6.2 Prioritizing the fault

The fault will be prioritized in accordance with the impairment according to the following:

Classification	Severity	Description
Priority 1	Full system outage and backend infrastructure	The user is unable to use the service to perform key tasks.
Priority 2	Any zone-wise outage	The user can use the service only to the limited extent.
Priority 3	Outage of any one device or field component	Operation of the system is impaired to only a minor degree. The system can still be used by the user

##### 17.6.3 Response Time

The Service Provider shall respond to the priority calls within 30 minutes [Call-to-Response] on reporting of breakdown/outage through telephone/ email or fax or courier at the Service Provider's office as per call logging and escalation matrix. The Service Provider shall provide its support: 24x 7.

##### 17.6.4 Resolution time

The Resolution time measures the length of time between the reporting of a fault by the user and the effective remote or on-site intervention of a service technician for the purpose of remedying the fault.

The maximum resolution time for faults is defines as follows:

Classification	Resolution time
Priority 1	4 hours
Priority 2	8 hours
Priority 3	12 hours

#### 17.6.5 Restoration time

The restoration time commences when a fault report is received and ends when functionality has been restored. Functionality is deemed to have been restored when the connected systems are able to operate and the service is available again.

The successful resolution of the fault has to be documented in the service request.

#### 17.6.6 Performance Compliance Level during Warranty:

Stipulated performance compliance level for the supplied System shall be 99.9 %.

- i. The performance would be measured on monthly basis by BIAL.
- ii. Liquidated Damages: In case of any deviation, delay or unsatisfactory performance under and pursuant to this RFP/ Service Agreement, Liquidated Damages shall be levied by BIAL. Amount of Liquidated Damages to be calculated on monthly basis for the shortfall in performance compliance level is as under:

Shortfall in Performance	Liquidated Damages (% of the monthly Contractual Amount)
<= 1%	1
>1% and <= 3%	3
>3% and <= 5%	5
>5% and <=6%	6
>6% and <=8%	8
>8%	10

- iii. The amount of Liquidated Damages may be claimed/adjusted while releasing the invoice during payment.
- iv. BIAL shall promptly notify the Service Provider Team in writing/e-mail/fax of any claims arising under this warranty.
- v. Upon receipt of such notice the Service Provider shall, as mentioned below, repair or replace the defective system or parts thereof, without any cost to the BIAL.
- vi. In case the system is taken away for repairs, the Service Provider shall provide similar standby system(s) which can be put to use in the absence of the originals/replacements without disrupting the BIAL's regular work without any cost to the BIAL till the original system(s) is repaired and made operational.
- vii. In case some system(s) is declared by the Service Provider as beyond repairs, the Service Provider shall provide a replacement system(s) of the same or higher configuration from the same OEM with prior consent of BIAL.



- viii. Free on-site maintenance services shall be provided by the Service Provider during the period of warranty.

## 18 SUBMISSION OF PROPOSAL

The Proposal shall comprise of two parts - Technical Proposal and Financial Proposal.

The Vendor-Partner shall prepare and submit Technical and Financial Proposals to BIAL in separate sealed envelopes super-scribed with the details of the Proposal to the address mentioned in the RFP.

The Technical Proposal shall comprise of the following:

### Part - 1

A letter on the letter head of the Vendor-Partner, signed by the Authorised Signatory, as per Annexure 3A: Covering Letter.

### Part - 2

A Power of Attorney duly notarized or certified true copy of a Board Resolution in favour of signatory of the Proposal, authorizing the signatory of the Proposal, to submit the Proposal on behalf of the Vendor-Partner ("Authorised Signatory") and to execute and perform the Agreement (if awarded).

### Part - 3

Vendor-Partner shall provide details regarding Vendor-Partner's eligibility criteria and submittals in Proposal as sought by BIAL as per Annexure 2. The Vendor-Partner shall provide such details of itself, as asked by BIAL in Annexure 2, which shall demonstrate experience and expertise in performing the work, scope and size.

### Part - 4

Litigation History as per Annexure 3 B

### Part - 5

General Information as detailed in Annexure 3C;

### Part - 6

Documents to be furnished as per Annexure 3 B;

### Part - 7

A copy of the RFP, all its Volumes, its Annexures, including any addendums or corrigendum issued, initialled and sealed on every page by the Authorized Signatory to indicate acceptance and acknowledgement of the RFP.

Credentials of the Vendor-Partner's - BIAL may at its discretion, contact references for verification as provided by the Vendor-Partner in terms of Vendor-Partner's eligibility criteria and submittals in Proposal as sought by BIAL as per Annexure 2.

The Financial Proposal shall comprise of following (Closed envelope, super scribing “Financial Proposal”): A letter on the letter head of the Vendor-Partner, signed by the Authorized Signatory, addressed to BIAL stating the numerical and words, in Rupees/ INR, in event the Vendor-Partner were to be selected as the Service Provider, regarding all costs towards all activities mentioned in the Scope of Services/Works (attached herein as Annexure 1 and Schedule 1) with completion timelines. The Commercial bid format is to be submitted by the Vendor-Partner as per Annexure 4.

The language for all written communication shall be English and currency shall be Indian Rupee.

**Cost of Proposal** - The Vendor-Partner shall bear all costs associated with the preparation, submission and presentations (if required by BIAL) of its Proposal and BIAL shall, in no case, be responsible or liable for such costs, regardless of the outcome of the RFP process.

- 19 It is obligatory on the part of the Vendor-Partner to submit all information required as per this RFP, failing which the Proposal shall be deemed to be incomplete and BIAL shall have the rights to reject such Proposal.

## 20 VALIDITY

The Proposal shall be valid for a period of 180 calendar days from the Proposal Submission Date (as defined in this RFP)

Prior to expiry of the bid validity period, BIAL may request the Vendor-Partners for a specified extension in the period of validity. The request and the response thereto shall be made in writing. A Vendor-Partner agreeing to the request shall not be permitted to modify its Proposal, but shall be required to extend the validity of its Proposal correspondingly. All the terms of the RFP shall continue to be applicable during the extended period of validity.

## 21 FORMAT & SIGNING OF THE PROPOSAL

The Vendor-Partner shall provide all the information as per this RFP. BIAL reserves the right to evaluate only those Proposals that are received in the required format, complete in all respects and in line with the instructions contained in this RFP.

The Vendor-Partner shall prepare and submit the Proposal in original along with an additional copy and a CD containing a scanned copy of the original.

The Proposal shall be bound, signed and each page shall be initialled by the Authorized Signatory of the Vendor-Partner.

The Technical Proposal (Original + Copy + searchable softcopy) and The Financial Proposal (Original + Copy + searchable softcopy) shall be submitted in two separate envelopes. These two envelopes shall be submitted in a single outer envelope titles as below.

**“PRIVATE AND CONFIDENTIAL”**

**PROPOSAL for “AADHAAR Enabled Entry and Biometric Boarding System”**

To  
Head-Procurement  
Bangalore International Airport Limited  
Administration Block,  
Kempegowda International Airport  
Bengaluru 560 300

Attention: GM - Procurements & Contracts,  
Bangalore International Airport Limited

<Authorised Signatory, Name of Vendor-Partner and Vendor-Partner's  
Address>

If the envelope is not sealed and marked, as instructed above, BIAL assumes no responsibility for the misplacement or premature opening of the Proposal submitted. In this case, the prematurely opened proposal will be rejected & duly returned.

## 22 PROPOSAL DUE DATE & TIME

The following timetable indicates the BIAL's intended schedule:

Description	Date	Comments/ Format
RFP Release	3 <sup>rd</sup> October 2017	
Pre-bid clarifications	17 <sup>th</sup> October 2017	By e-mail to <a href="mailto:ictbid@bialairport.com">ictbid@bialairport.com</a> before 17.00hrs IST on 17 <sup>th</sup> October
Meeting & Presentations	17 <sup>th</sup> October to 3 <sup>rd</sup> November 2017	The specific schedule to the respective Vendor-Partners who have requested for presentation slot, will be communicated via e-mail <a href="mailto:ictbid@bialairport.com">ictbid@bialairport.com</a> .
Response to Queries	6 <sup>th</sup> November 2017	Through e-mail from <a href="mailto:ictbid@bialairport.com">ictbid@bialairport.com</a>
Receipt of Techno-Commercial Proposal	27 <sup>th</sup> November 2017 before 16.30 hrs.	Strictly in accordance with the submission requirements detailed within this document. NB: Vendor-Partners shall comply with the specifics of the submission & the communication mediums.

Note:

- BIAL may, in exceptional circumstances and at its sole discretion, extend the Proposal Submission Date by issuing an Addendum on its website.
- The Proposal shall contain no alterations or additions, except those to comply with instructions issued by BIAL or as necessary to correct errors made by the Vendor-Partner, in which case such corrections shall be initialed by the Authorized Signatory.

## 23 EVALUATION CRITERIA

23.1 Vendor-Partners shall have to comply with all the requirements as per Vendor-Partners Eligibility criteria as per Annexure 2 of this RFP for further evaluation. Technically

qualified Vendor-Partners will be shortlisted for commercial evaluation.

23.2 Vendor-Partner shall provide all information in order to enable BIAL to make judgments about their suitability.

23.3 Conditional Proposals will be rejected. The Vendor-Partner shall comply with all the terms and conditions set out in bid document and its appendices while submitting its Proposal.

23.4 Overall Technical Evaluation Criteria and weightage:

Evaluation Criteria for Technical Bid		Percentage
1	Compliance to RFP. Complying / meeting the functional & Technical requirements and objectives mentioned in the RFP.	40 %
2	References of Installations	20 %
3	Vendor-Partners Project Plan <ul style="list-style-type: none"> <li>Detailed statement of approach to implement the proposal.</li> <li>Project Management Methodology</li> <li>Live Working POC before 10<sup>th</sup> December 2017</li> </ul>	40 %
	TOTAL	100%

23.5 From the time the Proposals are submitted, to the time the award of tender, the Vendor-Partners should not contact BIAL on any matter related to its Proposal. Any effort by the Vendor-Partner to influence BIAL in the examination, evaluation, ranking of the Proposals, and recommendation for award of the contract may result in the rejection/disqualification of the Vendor-Partner's Proposal.

23.6 BIAL shall evaluate the Proposals of only those Vendor-Partners, who have satisfied the criteria and complied with the other requirements of this RFP in a fair and unbiased manner.

23.7 BIAL will also consider the past performance of the Vendor-Partner, and its constituent individuals or entities as applicable, on other contracts with BIAL in terms of quality of its operation and management.

23.8 Grounds of Disqualification:

In addition to BIAL's rights to disqualify any Vendor-Partner as set-out elsewhere in this RFP, BIAL shall have the right, in its sole discretion, to disqualify any Vendor-Partner, and reject its Proposal including, but not limited to any one or more of the

following grounds:

- 23.8.1 Declaration of the Vendor-Partner as ineligible due to past corrupt or fraudulent practices, in any tender/bid process.
- 23.8.2 The Proposal not being accompanied by any supporting document/s or Annexure/s, required to be submitted in accordance with this RFP.
- 23.8.3 Failure to comply with the requirements of the RFP, or the Proposal being non-responsive to the requirements of the RFP.
- 23.8.4 If the Proposal is not signed, sealed and marked or does not contain all the information as requested in the RFP, or in the format as specified in the RFP or Annexure/s, BIAL may reject the Proposal as non-responsive.
- 23.8.5 If the Vendor-Partner submits incorrect/inaccurate/misleading, false information, misrepresentation, in its Proposal which is in the sole opinion of BIAL, is material information.
- 23.8.6 If the Vendor-Partner is black listed or debarred by any major corporates or by the any governmental Service Provider.
- 23.8.7 Any Proposal is received after the timeline as set-out in this RFP.
- 23.8.8 Misrepresentation/ Fraud/ Breach of Terms and Conditions: If it is discovered at any point of time that the Vendor-Partner has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this RFP, his Proposal may be cancelled by BIAL. In such an event, the Vendor-Partner will not be entitled to any compensation whatsoever, or refund of any other amount, if any, paid by him. Further, the Vendor-Partner will be debarred for a period of 03 years from participating in BIAL's works at KIAB.
- 23.8.9 Any Proposal not accompanied with Performance Bank Guarantee.
- 23.8.10 If the Vendor-Partner submits more than one Proposal, BIAL shall have the right to reject all the Proposals.
- 23.8.11 Any Proposal made by the agents, consultants, retainers, representatives or any entity on behalf of the Vendor-Partner, without authorization from the

Vendor-Partner.

23.8.12 If the Vendor-Partner uses any sort of influence, will automatically be disqualified.

23.8.13 Any attempt or effort made by the Vendor-Partner to connive with the prospective bidders, bidders, or any of the officers, agents, employees, representatives or consultants of BIAL, or/and any Proposal made by corruption, fraudulent, collusive practice, as determined by BIAL, in its sole judgment.

23.8.14 Any Proposal, not submitted in the prescribed fashion i.e., closed envelope, separate envelope, etc.

23.8.15 BIAL reserves the right to reject any Proposal at any time, if a material misrepresentation is made or uncovered.

## 24 RESPONSIBILITIES

It is the sole responsibility of the Vendor-Partner to:

24.1 Examine, understand and conduct its own investigations and analysis; examine the accuracy, reliability and completeness of the information provided in this the RFP documents, including all the annexures/appendices and to verify their completeness.

24.2 All other matters that might affect the Vendor-Partner's performance under the terms of this RFP, including all risks, costs, liabilities and contingencies associated with this RFP, the Scope of the Service/ Work & Deliverables and the Agreement for Product and Services.

24.3 The Vendor-Partner shall make all relevant investigations in relation to the performance of its obligations pursuant to the Vendor-Partner's right.

24.4 In the event that there are any pages or documents obviously missing or erroneously inserted in the documents supplied or there are any concerns implied or related to but not specifically mentioned, the Vendor-Partner shall promptly inform BIAL as per Clause 3.3 of the RFP to have such discrepancy rectified well before the RFP closing date.

24.5 The Vendor-Partner shall be responsible for obtaining and maintaining permits and also for complying with all the laws, orders, regulations or other instructions issued

by all statutory authorities in India.

- 24.6 The Vendor-Partner agrees that all information pertaining to BIAL's business and other information by BIAL are confidential information of BIAL. The same shall be kept confidential and shall not be disclosed to any third party without prior written approval of BIAL.

## 25 CONFIDENTIALITY

- 25.1 BIAL and the Vendor-Partner shall ensure the confidentiality of all documents supplied by either party to either side.
- 25.2 All documents will be used in RFP process only

## 26 ASSIGNMENT AND SUBCONTRACTING

- 26.1 Any assignment or/and subcontracting of the obligations under the Agreement, Services or of any rights hereunder, in any manner, by operation of law or otherwise, without the prior written consent of BIAL, shall be void. Any such consent shall not relieve the Consultant from its obligations under the RFP and Agreement.
- 26.2 The Vendor-Partner shall not give, bargain, sell, assign or sublet or otherwise dispose-off the Proposal or any part thereof, or the benefit or advantage of being the Consultant or any part thereof to any third party.

## 27 LAW & JURISDICTION

- 27.1 The Proposal shall be considered, governed by and interpreted in accordance with the laws of Republic of India. The jurisdiction for the purposes of the bid shall be the Courts in Bengaluru only.

## 28 ADDENDUM/CORRIGENDUM

- 28.1 At any time prior to the closure of the Proposal submission date, BIAL may, for any reason, shall have the right to modify the RFP, extend the dates of submission by issuing Addendum/Corrigendum. Any Addendum/Corrigendum issued, shall form a part of the RFP pursuant to this Clause, and shall be uploaded on BIAL website. BIAL



also reserves the right to extend the dates of submission of the Proposals even after the Proposal submission date but before opening of the Proposals.

- 28.2 In order to afford the Vendor-Partner's reasonable time to take an amendment into account, or for any other reason, BIAL may, at its sole discretion, extend the due date for submission of the Proposals, in which case, all rights and obligations of BIAL, and the Vendor-Partners previously subject to the original deadline will thereafter be subject to the extended deadline or as notified by BIAL.
- 28.3 In case of issuance of Addendum/Corrigendum, BIAL may also modify the other dates in relation to this RFP.
- 28.4 In case, after issuance of Addendum/Corrigendum, the Vendor-Partner, who have already submitted their Proposals, need not resubmit their bids, but can submit the modification, if desired by the Vendor-Partner, in accordance with the terms and conditions of this RFP, to the extent of Addendum/Corrigendum, and the same shall be treated as part of already submitted proposal. If the Vendor-Partner, who have already submitted their Proposals, do not modify their bids, pursuant to the Addendum/Corrigendum, it shall be deemed that, such Vendor-Partner do not intend to modify their Proposals submitted, on the basis of the Addendum/Corrigendum and the proposal submitted by such Vendor-Partner shall be treated as final proposal submitted by them.

## 29 BIAL'S RIGHT TO ACCEPT OR REJECT RESPONSE

- 29.1 BIAL's right to accept or reject any response is absolute. BIAL reserves the right to accept or reject any or all of the responses without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to the selection of the supplier, without liability or any obligation for such acceptance, rejection or annulment.
- 29.2 BIAL reserves the right to invite revised responses from suppliers by issue of an Addendum, at any stage, without liability or any obligation for such invitation and without assigning any reason.
- 29.3 Nothing contained herein shall confer right upon a Vendor-Partner or any obligation upon BIAL. The Vendor-Partner hereby voluntarily & unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on this account, from BIAL.

### 30 LIST OF DOCUMENTS FORMING PART OF RFP AND ATTACHED AS ANNEXURES and Schedules

Annexure 1: Supply, Install, Test and Commission
Annexure 2 : Vendor-Partner's eligibility criteria
Annexure 3A: Covering Letter
Annexure 3B: Litigation History
Annexure 3C: Company Background Details - General Information
Annexure 3D: Documents to be Furnished
Annexure 4: Financial Bid Format
Annexure 5: Technical Bid Format
Annexure 5 A: Functional requirements- Compliance Matrix
Annexure 5 B: Technical Requirement - Compliance Matrix
Annexure 6: Technical Bill of materials
Annexure 7 : Format of Performance Bank Guarantee
Annexure 8 : Key Performance Indicators and Service Levels
Annexure 9: Network and Firewall Specifications
Annexure 10: Agreement for Product & Services (Template)
Annexure 11: The Details of Airline DCS
Annexure 12: Project Plan
Annexure 13: Template for Non-disclosure Agreement
Schedule A: Scope of Services
Schedule B: Liquidated Damages
Schedule C: Airport Factsheet
Schedule D: Advance Bank Guarantee Format

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## ANNEXURE 1

### Supply, Install, Test and Commission

#### 1. Roll out for Domestic and International Passengers

The Service Provider shall carry out the turnkey implementation of the Solution. This includes the following-

- Design, development, customization, integration & implementation of the proposed solution.
- Supply of hardware (servers, display monitors, Kiosks, E-Gates with Biometric Readers etc.), system software (OS/DB) and Application Software
- Integration of the proposed system with the existing infrastructure and applications of the department/Third party Authentication Infrastructure.
- User acceptance test based on mutually defined different passenger movement parameters/ business rules and system handover sign-off
- Training (both user/technical for administrator) and documentation on the solution deployed.
- On-going support for the application.

#### 2. Project Delivery Schedule:

The Service Provider shall provide a detailed project plan and execution methodology.

#### 3. Payment Schedule:

Deliverables	Phase-Wise Payment Milestone	Percentage
Advance amount with Purchase Order as per the format attached in the Agreement. (Vendor Partner to provide BIAL an Advance Bank Guarantee valid up to the UAT Signoff for the said amount of Advance)	25%	
Completion of Supply of Material	25%	
Completion of Installation, Implementation and User Acceptance	40%	
Retention Amount for Three years from Date of UAT Signoff.	10%	(This retention amount can be released by producing a Performance Bank Guarantee of 10% for Three years from Date of UAT Signoff.

- The Price is inclusive of the installation of the system at project site, its interfacing, commissioning and acceptance of the system and includes all applicable taxes, (hereinafter defined as the “Price”). The Service Provider shall be responsible for and shall bear all taxes at applicable rates. If the Service Provider delays the performance of the Services, during such delayed period any increase in taxes shall be borne solely by the Service Provider and shall not result in any increase in the prices under this Agreement; provided however, in the event of any decrease in any Taxes, the prices shall stand reduced with immediate effect by an amount equivalent to such decrease.
- All prices are firm and fixed and includes all other costs and expenses as may be required in connection with the performance of Work under the RFP and the Agreement. The Service Provider shall not be entitled for separate reimbursement for any costs and expenses, unless expressly provided otherwise in the Agreement.
- The Service Provider shall be entitled to invoice BIAL for the installment of the payments specified against such milestone after completion of the milestone which shall be duly certified by BIAL.
- All payments shall be made to the Service Provider by BIAL after deduction of applicable taxes, deductions, penalties if any. In accordance with the Applicable Laws in India, BIAL shall deduct tax at source at applicable rates from the payments made to the Service Provider and shall issue a tax deduction certificate in that respect.

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## ANNEXURE- 2

### VENDOR-PARTNER'S ELIGIBILITY CRITERIA AND SUBMITTALS

SL. No.	Criteria	Submittals/ Proofs
1	<p><b>Financial Strength:</b> The Vendor-Partner shall have an annual turnover of 25 Crores for the past 3 years Vendor-Partner should include the company's past three (3) years of audited Financial Statements.</p>	Vendor shall evidence with Balance sheet of last 3 years
2	<p><b>Experience:</b> Minimum of 5 years and continuing experience of deploying and maintaining operational biometric automated systems involving e-Gate in an airport environment.</p> <p>At least one reference should involve interfacing with one or more of the various Ecosystems involved in this tender in an airport more than 20 Million passengers Viz:</p> <ul style="list-style-type: none"> <li>• Airlines' DCS,</li> <li>• Airport FIS (Flight Information Systems)</li> <li>• CUTE/ CUSS Service providers</li> </ul> <p>The references should be from a senior Airport staff member who is still in an official capacity at the Airport in question given in Reference</p>	Vendor shall evidence the experience with referenced Customers PO/Contract copy/ Acceptance letter or satisfaction letter
3	<p><b>Experience with multi-biometrics:</b> At least one experience at an airport more than 10 Million passengers with multi-biometrics which can be a mix of fingerprint and face, or iris with face, and preferably with 3 biometrics</p>	Vendor shall evidence experience along with Airport reference handling more than 10Mio PAX
4	<p><b>AADHAAR Experience:</b></p> <p>Vendor Partner should have experience in deploying a solution using Aadhaar authentication and its e-KYC services. One reference from an operational deployment at least shall be preferred. Customer reference letter to establish the eligibility criteria is required and to be submitted with the offer.</p>	Vendor shall evidence experience with the Integration details of deploying Solutions which have been integrated with third party authentication systems

5	The Vendor-Partner shall have regional presence to support KIAB If not available, the Vendor-Partner Shall guarantee to have the same once PO is issued	To Provide Details
6	The Vendor-Partner shall provide commitment to demonstrate the solution to BIAL Technical Team at any airport of their choice at no cost to BIAL.	To Provide Details

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## ANNEXURE 3 A

### COVERING LETTER

[On Vendor-Partner's letterhead]

[Location, Date]

To:

GM-Procurement & Contracts  
Bangalore International Airport Limited.  
Administrative Block, Alpha-2,  
Kempegowda International Airport Bengaluru,  
Bengaluru - 560 300

Dear Sirs:

Subject: Proposal in response to the Request for Proposal AADHAAR Enabled Entry and Biometric Boarding System

1. Having read, carefully examined and understood the above Request for Proposal and all annexure and other documents attached thereto and all subsequent addenda and clarifications issued pursuant thereto (collectively the "RFP"), we hereby offer to perform the Services (as defined in the RFP) in accordance with the Scope of Services and the terms and conditions set forth in the Agreement for Product and Services provided as Annexure-9 to the RFP and the other RFP documents.
2. We hereby agree and confirm that our Proposal has been prepared strictly in conformance with the instructions in the RFP (including the forms set forth therein) and that we shall at all times act in good faith and abide by the terms and conditions of the RFP during the Bid Process.
3. We agree that we have inspected and examined the RFP documents and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the RFP which may affect our Proposal and all queries on other contractual matters have been addressed.
4. Without prejudice to the generality of the foregoing:
  - (a) We undertake to keep our Proposal valid and open for acceptance without unilaterally varying or amending its terms for the Proposal Validity Period stated in the RFP;
  - (b) We agree that if our Proposal is accepted, we will execute the Agreement, provide the necessary indemnities & insurances and obtain and provide the Performance Guarantee; all in accordance with the RFP

- (c) We acknowledge and agree that the acceptance of our Proposal and award of the contract, and the cancellation or modification of the RFP at any stage is at BIAL's sole discretion and any decision taken by BIAL in relation to the RFP (including any award) is final and binding on us and we shall have no rights or claims arising out of or in relation to any decision of BIAL in relation to the RFP or the selection process thereunder.
  - (d) We acknowledge and agree that BIAL is not bound to accept the lowest or any Proposal or offer that BIAL may receive.
5. We represent and warrant to BIAL that as of the date of submission of the Proposal and till the end of the Proposal Validity Period (as may be extended):
- (a) the information furnished by us is complete, accurate, unconditional and fairly presented;
  - (b) we have the necessary technical and financial ability and adequate skilled and experienced resources for undertaking the Services if our Proposal is accepted;
  - (c) we are in compliance with all the terms and conditions of the RFP;
  - (d) there is no information, data or documents which have not been disclosed which may prejudicially affect BIAL's evaluation or decision in relation to the award of the contract;
  - (e) we have all the necessary corporate and statutory approvals and authorizations to participate in this RFP and to submit the Proposal (Technical and Financial) as a binding offer in response to the RFP, the Confidentiality Undertaking and all other documents that are required to be submitted pursuant to the RFP, and to execute and perform the Agreement (if awarded); and
  - (f) we or the personnel we intend to engage for this assignment are not disqualified from undertaking the assignment on account of security clearance by the Government of India, any relevant authority of the Government of India or by any international agency or other governments and that at all times we shall provide any information required to assess the same.
  - (g) we have factored in all costs and expenses for undertaking the Scope of Services in accordance with the terms and obligations specified in the Consultancy Service Agreement and the RFP in the preparation of our Financial Proposal and that the same is sufficient and reflects our no-regret offer in all respects.



In the event of occurrence of any events or circumstances that would render any of the foregoing representations and warranties untrue or invalid, we covenant to promptly notify BIAL of the same.

6. We declare that there has been no material adverse change in our financial and technical capability with reference to and including any additional exposure to financial and/or legal risks to us. We further declare that we have not been declared ineligible for corrupt or fraudulent practices in any tendering process.
7. We further declare and confirm that, we are aware of the required Licenses & Permits and clearances, to be obtained at our own costs, for undertaking our obligations pursuant to the RFP & Agreement, under the Applicable Laws and agree to abide with the same.
8. We undertake that we will intimate BIAL of any material change in facts, circumstances, status or documentation relating to us during the Proposal Validity Period (as may be extended in accordance with the RFP).
9. This Proposal shall be construed, interpreted and governed, in all respects, by the laws of India, without reference to its conflict of law principles. The Courts at Bengaluru will have exclusive jurisdiction in respect of all matters arising out of this Proposal.
10. We have agreed that [\_\_\_\_\_] [Insert Authorized Signatory's name] will act as our representative and has been duly authorized to submit the Proposal and authenticate the same, make amendments thereto and undertake such other actions as set out in the power of attorney / resolution of the board of directors / authorization attached with this Proposal, which will be binding on us.
11. We have provided details, in accordance with the instructions and in the form required by the RFP and have attached the same as appendices to this Technical Proposal. These documents form an integral part of this Technical Proposal:

Part 1 - Covering Letter as per Annexure-3A

Part 2 - Power of Attorney

Part 3 - Vendor-Partner's eligibility criteria & submittals as per Annexure-2

Part 4- Litigation History as per Annexure-3B

Part 5 - General Information as per Annexure-3C

Part 6 - Documents to be furnished as per Annexure -3D

Part 7 - Accepted and acknowledged RFP, addendums, corrigendum(s) of RFP if any.

Yours sincerely,  
For and on behalf of [name of Vendor-Partner]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Vendor-Partner:

Address:

<Seal of Vendor-Partner>

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## ANNEXURE 3 B

### LITIGATION HISTORY

Year	Award / order / judgment / decree etc. FOR or AGAINST Applicant including present litigation.	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value)

**Note:**

Vendor-Partners should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. BIAL shall also analyze the details provided in this form to determine any possible impacts to the Project; BIAL reserves the right to accept or reject the Proposal accordingly.

## ANNEXURE 3C

### COMPANY BACKGROUND DETAILS GENERAL INFORMATION

	Vendor-Partner Information
Registered Name	
Country of Constitution and Cities of Operations and Address	
Year of Constitution	
Registered Address in the Country of Constitution	
Firm/Company History	
Promoters and Existing Shareholding Pattern;	
Management Strategy	
Total Turnover for the last three years and certified true copy of the audited balance sheet for the past three years.	
Authorized Representative (name, address, telephone numbers, fax numbers, e-mail address)	
Vendor-Partner's Registered Address in India (If applicable)	

**Note:**

- Please provide a certified true copy of the constitutional documents of the Applicant.
- Please provide board resolution/power of attorney in favor of authorized representative authorizing him/her to submit the Response.
- BIAL shall analyze the details provided in this Annexure B to determine any possible impacts to the Project; BIAL reserves the right to accept or reject the Response accordingly.

## ANNEXURE 3D

### DOCUMENTS TO BE FURNISHED

Certified true copy of the:

- a. Certificate of Incorporation;
- b. In case of a Company, Memorandum & Articles of Association and in case of other entities relevant document. (Registration Certificate, Partnership Deed -if Vendor-Partner is a partnership firm etc.);
- c. Certificate of Registration of Establishment issued by the Labour Department, if applicable;
- d. Copy of PF and ESI registration, if applicable;
- e. Details of the existing contract with major clients;
  - i. Details of the existing clients and details such as address, contact number and mail address;
  - ii. Copy of customer satisfaction certificates;
- f. Board resolution/Authorization letter/power attorney issued in favour of the authorized signatory, authorizing to represent and sign the current Proposal and execute the subsequent Service Agreement, if any;
- g. Latest List of Directors, if the bidder is a company;
- h. Permanent Account Number (PAN) Card (both sides);
- i. GST Registration Certificate

Note: BIAL reserves its right to demand any other additional information that might be relevant for the evaluation of the proposal, at a later stage.

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ANNEXURE-4

FINANCIAL BID FORMAT

VENDOR-PARTNER TO SUBMIT COMMERCIAL BID USING THE FOLLOWING TEMPLATE

Provided/Uploaded in the Separate excel File ‘RFP AEEBBS -Commercial Bid Format’  
along with the RFP document

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## ANNEXURE 5A:

### FUNCTIONAL REQUIREMENTS - COMPLIANCE MATRIX

Clause no.	Feature	Compliance Yes/No	Reference in the Technical Bid submitted	Offered by Third Party-Technology /Implementation/Application
	Functional Requirements			
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

**ANNEXURE 5 B:**  
**TECHNICAL REQUIREMENT- COMPLIANCE MATRIX**

Sl.No	Feature	Compliance Yes/No	Reference in the Technical Bid submitted with Page Identifier/ Flag No.	Offered by Third Party- Technology /Implementation/Application
	Technical Requirements of the Solution			

Note: The Vendor-Partner shall provide the Hardware as per the Solution requirements.. The application OEM shall get the certificate from Hardware OEM that the hardware sizing for the application including all modules is adequate to meet the requirements of the tender

The Technical Bid Format shall be structured and shall include the following:

- 1) An Executive Summary of the proposal signed by authorized signatory along with an undertaking that the Vendor-Partner will provide a competitive and good faith Proposal towards the RFP and its obligations therein.
- 2) Evidence for meeting Vendor-Partner's (OEM/SI) Eligibility Criteria
- 3) In case SI is participating, A Letter from OEM supporting the SI for the turnkey implementation of the project and support for 3 years must be included
- 4) Proposed Approach, Architecture & Methodology for AEEBBS
- 5) Dimensioning of the Solution- Hardware sizing/ Application license sizing
- 6) Detailed architecture, Product specifications
- 7) Key differentiators from competitors
- 8) Case studies
- 9) Detailed Project Plan to complete the Project
- 10) Compliance matrix for the Functional and Technical requirements



**ANNEXURE 6**  
**TECHNICAL BILL OF MATERIAL**

Sl.No	Description	Quantity	OEM Make & Model	Version/Year of release	Configuration	

**Note:**

1. The Vendor-Partner shall provide the hardware sizing (Servers with required configuration/Storage) info for the application proposed.
2. There shall be no price information in the Technical Bid.

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## ANNEXURE 7

### FORM OF PERFORMANCE BANK GUARANTEE

To  
Bangalore International Airport Limited  
Administration Block  
Kempegowda International Airport, Bengaluru  
Bengaluru 560 300

Dear Sirs,

Performance Guarantee No:  
Amount of Guarantee: [Guarantee Amount]  
Last Date of lodgement of claims: [Claim Expiry Date]

Whereas, ----- (the 'Contractor '), has received from Bangalore International Airport Limited ("BIAL"), an order for the performance of certain works for a total value of Rs. [Please insert] upon the terms set-out in the Products and Services Agreement, between BIAL and the Contractor (the 'Contract').

In consideration for BIAL entering into the Contract, and at the request of the Contractor, we, [Insert Bank's name], hereby establish this performance guarantee and unconditionally undertake to pay to BIAL in India on demand (given in the manner described below) the amount claimed by BIAL up to a maximum aggregate amount of [10% (ten percent) of the Contract Price] and whereas, as per the terms of the Contract, the Contractor is required to furnish in favour of BIAL an irrevocable and unconditional guarantee from a scheduled commercial bank in India for proper performance of its obligations under the Contract, which amounts to [10% (ten percent) of the Contract Price] [Guarantee Amount] (hereinafter referred to as "Guarantee (d) Amount").

We, [Insert Bank's name], [Insert Bank Address] (hereinafter referred to as "Bank / Guarantor", which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns) do hereby unconditionally undertake to pay BIAL, without any reservation or protest, immediately upon first written demand, on or before [Claim Expiry Date], an amount or amounts (by way of one or more claims) not exceeding [Guarantee Amount] against any loss or damage caused to or suffered or would be caused or suffered by BIAL by reason of non-fulfilment of any of the Contractor 's obligations to BIAL.

We also guarantee to pay the amount of bills or / and the claims as determined by you against the Contractor, in the event of such bills or / and the claims remains unpaid for any reason whatsoever, subject, however, that our liability under this guarantee shall be restricted to an amount not exceeding [Guarantee Amount] and written demand / claim, if any, should be made at our counters on or before [Claim Expiry Date].

We hereby guarantee, indemnify and undertake to pay the Guaranteed Amount or amounts due and determined by BIAL on the first demand without demur and notwithstanding any dispute by (the Contractor's name and address).

BIAL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, during its currency, from time to time, to vary any of the terms and conditions of the Contract, or to extend time of performance by the said Contractor, or to postpone for any time, and from time to time, any of the powers exercisable by it against the said Contractor, and either to enforce or forbear from enforcing any of the terms and conditions governing the said permission for rendering service, or securities available to BIAL, and the said Bank shall not be released from its liability under these presents by any exercise by BIAL of any liberty with reference to the matters aforesaid by reason of time being given to the said Contractor any other forbearance, act or omission on the part of BIAL, or any indulgence by BIAL to the said Contractor, or any other matter or thing whatsoever, which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from such liability.

It shall not be necessary for BIAL to proceed against the Contractor before proceeding against the Bank, and the Guarantee herein contained, shall be enforceable against the Bank, notwithstanding any security, which BIAL may have obtained from the Contractor at the time when proceedings are taken against the Bank hereunder and are outstanding or unrealized.

We, the Bank, lastly undertake not to revoke this Guarantee during its currency, except with the previous written consent of BIAL, and agree that, any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required, the same may be extended to such required periods, at our sole discretion, on receiving instructions from (the Contractor's Name and address) on whose behalf this Guarantee is issued.

All disputes in the matter will be settled in the Court of competent jurisdiction of Bengaluru, India.

Notwithstanding anything contained herein:

Our liability under this Guarantee is limited to a maximum of [Guarantee Amount]; and

The Guarantee is valid and will be in force up to [Expiry Date] and we are liable to pay any part of Guarantee Amount, if and only if, the claim is lodged latest by [Claim Expiry Date]; and

We will be discharged from all our liabilities under this Guarantee unless any written claim under Guarantee is lodged by [Claim Expiry Date]

Our liability pursuant to this Guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by [Insert Bank's name & Address], delivered by hand, courier or registered post, prior to close of banking business hours on [Claim Expiry Date], failing which all rights under this guarantee shall be forfeited and [Insert Bank's name], Bengaluru shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent Courts in the city of Bengaluru shall have exclusive jurisdiction.

All claims under this guarantee will be made payable at [Insert Bank's name & Address].

For and on behalf of (the Bank)

Signature

Name & Designation

\_\_\_\_\_  
Authorisation No. \_\_\_\_\_

Name & Place \_\_\_\_\_

Bank Seal \_\_\_\_\_

The above guarantee is accepted by the

Dated at \_\_\_\_\_ on \_\_\_\_\_

## ANNEXURE 8

### KPIs & SLAs

Key Performance Indicators (KPI) across Airport operations are defined as per below table. AADHAAR Enabled Entry and Biometric Boarding System shall be capable of integrating KPIs and monitoring deviations from defined KPI)

Area	Criticality	KPIs	Required
Domestic	High	System Uptime	Guaranteed System uptime of 99.9% measured Monthly
International	High	System Uptime	Guaranteed System uptime of 99.9% measured Monthly

***[REST OF THE PAGE INTENTIONALLY LEFT BLANK]***

## Annexure 9- Network and Firewall Specifications

The Vendor shall provide the network architecture proposed for AEEBEBS Solution.

The vendor is expected to carry out a site survey and assessment of existing network infrastructure and propose the network BOM as required for the complete AEEBEBS Network.

Further, while the minimum specifications are given below, Vendor shall ensure that the equipment supplied shall be integrable and compatible with BIAL Network and installation of the same shall not cause any architectural/ major configuration changes to the existing BIAL Network

### Technical Specifications for Network Switches

- BIAL campus network is a 2-tier architecture comprising of the Core and Access/Edge layer. The access switches used are AVAYA 4850/4900/3510 with 1G/10Gbps uplink in active-active topology.
- Post assessment of the Network ports required for the AEEBEBS solution and Network sizing for the same, Vendor shall ensure to supply network equipment as per the specifications recommended by BIAL and will be an equivalent model or latest from the same OEM to ensure compatibility/Integration with BIAL network.

### Technical specifications for Firewall

#### Technical Specifications

- Hardware / Software
- Hardware platform for Network Firewall should be in appliance form factor with dual power supply
- Network Firewall Product should be an upgradable platform. Upgradability should be through software license.
- Hardware support for the appliance should be provided as part of the contract
- Network Firewall appliance should support dual stack, Ipv4 and IPv6.
- Network firewall should be latest model and should not go out of life or support for at least 7 years from the date of procurement.
- Software on the appliance should come with all the components and licenses necessary to support Network Firewall eg, operating system, Firewall Application software and other software.
- Firmware and software Upgrades, patches and hotfixes should be part of the license agreement with no further cost.
- Support for the software on the appliance should be included in overall Network firewall support contract.
- High Availability or Load Sharing / Load Balancing
- BIAL requires its network to be highly available, achieving at least a 99.99% uptime; otherwise known as 'four nines' availability. Any firewall technology put in place must be able to maintain 'four nines' availability, at a minimum. Having a backup firewall

on 'hot' standby, ready to take over from the primary firewall is a viable option (Active-Standby).

- The support of Load Sharing or Load Balancing (Active-Active) mode of the Firewall is a viable option. It should distribute the traffic on both Firewalls and during the failover; the any available member should become master member.
- The failover in either modes, Active-Standby or Active-Active, should be seamless, as the applications are session intensive
- Throughput
- The Network Firewall chosen must be able to process high speed traffic since a switched Gigabit Ethernet connection is on internal side of the firewall (1000 Mbit/s)
- The Network Firewall should have six to eight GBIC Ethernet ports and should have space for additional Ethernet slot for future requirements
- The firewall should be able to handle up to 1,000, 000 concurrent sessions with approximately 5 Gbps throughput and provide additional room for growth.
- Network Address Translation (NAT)
- The Network Firewall should support Static NAT, Dynamic NAT or Hide NAT and Virtual IP address configuration. The Firewall solution should not negatively affect the network performance even with NAT running.
- Virtual Local Area Network (VLAN) Support
- Firewalls should support the VLAN configuration with industry standard 802.1Q protocol without affecting the performance.

## ANNEXURE 10

### TEMPLATE OF PRODUCT AND SERVICES AGREEMENT

#### PRODUCT AND SERVICES AGREEMENT

This Agreement for Products and Services (“**Agreement**”) is entered into on this the .....day of ....., 2017 (the “**Effective Date**”) by and between:

**BANGALORE INTERNATIONAL AIRPORT LIMITED**, a Company incorporated within the meaning of Companies Act, 2013 and having its Registered Office at Administration Block, Bengaluru International Airport, Bengaluru 560 300, India, (hereinafter referred to as “**BIAL**” or “**Employer**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns) of the FIRST PART;

#### AND

..... a company incorporated under the laws of ..... and having its registered office at .....(hereinafter referred to as the “**Contractor**”, which expression shall mean and include its representatives, successors-in-interest and permitted assigns) of the SECOND PART.

The aforesaid parties are hereinafter referred to individually as a ‘Party’ and collectively as the ‘Parties’, as the context may require.

#### WHEREAS:

- A. Pursuant to a Concession Agreement entered into between BIAL and the Government of India, BIAL has been granted the exclusive right and privilege to carry out the development, construction, commissioning, maintenance, operation and management of the Airport (defined later), in accordance with the terms contained therein.
- B. BIAL has begun the process of modernizing and developing the Airport to make it an airport on par with the highest international standards (“**Project**”). The plan envisages complete refurbishment and enhancement of existing facilities at the Airport and construction of related infrastructure as also building new airport facilities and provision of related infrastructure.
- C. In this regard, BIAL has issued a Request for Proposal (RFP) inviting tenders from interested parties for [.....](hereinafter referred to as the “**System**”) at Kempegowda International Airport, Bengaluru with three-year on-site warranty and five years Comprehensive Annual Maintenance Contract as per terms, conditions and specifications of the RFP. The Contractor submitted its proposal in response to the RFP for providing the System (as hereinafter defined) & executing the Works (as hereinafter defined), pursuant to which BIAL has expressed its desire to engage the Contractor for procuring the System and executing the Works, on a non-exclusive basis, subject to the terms and conditions set-forth in this Agreement.



- D. The Contractor represents and warrants that it has the experience, expertise, capability and know-how to execute the Work in accordance with the terms and conditions contained herein.
- E. Pursuant to the terms of the RFP and the subsequent discussions and negotiations between the Parties, the Contractor has agreed to provide the System and execute the Works and pursuant thereto, BIAL and the Contractor have entered into this Agreement to record the terms and conditions on which Contractor will provide the System, Products and execute the Work for BIAL.

**NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

**SECTION 1 - DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless the context otherwise requires, the following capitalised terms shall have the respective meanings ascribed to them below. Other terms are defined in the context in which they appear elsewhere in the Agreement, including the Appendices hereto.

- 1.1.1. **“Acceptance” or “Accepted”** means the signing and issuance by BIAL of an Acceptance Certificate with respect to the Work.
- 1.1.2. **“Acceptance Certificate”** in relation to Work, means a document prepared and submitted by the Contractor to BIAL, signed by an authorized representative of Contractor and accepted by the signature of an authorized representatives of BIAL evidencing that (i) the Contractor has successfully completed all Acceptance Tests and requirements as set forth in the Agreement in respect thereof, to the satisfaction of BIAL; and (ii) that the System is ready for Commercial Service.
- 1.1.3. **“Acceptance Tests” and “Acceptance Testing”** means the collective reference to the performance and reliability demonstrations and tests required to demonstrate that the Work meets all criteria, specifications, technical standards, integration requirements and other requirements (including without limitation the Quality Requirements and Standards set forth in **Appendix 2**) in respect thereof as set forth in the Specifications of the Agreement.
- 1.1.4. **“Airport”** means, Kempegowda International Airport, Bengaluru being maintained, developed, designed, constructed, expanded, upgraded, modernized, financed, operated and managed by BIAL at Devanahalli, near Bengaluru in the State of Karnataka, and includes all its land, buildings, equipment, facilities and systems.
- 1.1.5. **“Airport Users”** means those persons using or involved in activities at, or in connection with or in relation to the Airport, including without limitation, BIAL, Relevant Authorities, passengers, airlines and their representatives

and staff, the security and police services, the fire services, the medical and emergency services, meteorological services, the immigration services, the customs services, plant quarantine services, health services, the ground handling services and retail and commercial ventures operating from or in connection with the Airport and all persons undertaking any activities of development, construction, refurbishment, commissioning, maintenance, operation and management at or in connection with the Airport and/or Terminal.

- 1.1.6. **“Applicable Laws”** means, all laws, in force and effect as of the date hereof, and which may be promulgated or brought into force and effect hereinafter by Gol (defined later) or GoK (defined later) (unless otherwise expressly specified herein) including any revision, amendment or re-enactment, including without limitation, rules, regulations, notifications, policies made thereunder and judgments, decrees, injunctions, writs, Orders passed by any Court of record, or any appropriate authority.
- 1.1.7. **“Applicable Permits”** means all consents, approvals, registrations, licenses, no-objections and permits required under or pursuant to the Applicable Laws.
- 1.1.8. **“BCAS”** means the Bureau of Civil Aviation Security of India.
- 1.1.9. **“CISF”** means the Central Industrial Security Force of India.
- 1.1.10. **“Change”** means an alteration or variation to scope of System which is instructed or approved as a Change under **Section 7 - Changes**.
- 1.1.11. **“Completion Date”** means the date upon which the Contractor completes supply, erection, installation, testing, commissioning of the System as per the programme schedule stipulated in **Appendix 9**, wherein the System is operationally ready for Commercial Services.
- 1.1.12. **“Commercial Service”** means the stable commercial use and operation (other than operation during Acceptance Testing) of the System after successful completion of Acceptance Testing.
- 1.1.13. **“Confidential Information”** means any and all technical, financial, operational, business or other information or data, manuals, drawings, books, records, agreements entered into by BIAL with third parties photographs and documents, whether in hard copy or electronic form, that is disclosed orally, in writing, in machine readable form, electronically, by visual presentation, by delivery of items, by permitting access to such information or sites or otherwise, by or on behalf of BIAL to the Contractor.
- 1.1.14. **“Defects” or “Deficiencies”** means any one or a combination of the following, or items of a similar nature:

- (a) when used with respect to the performance of any labour or Service (including those provided by a Subcontractor), such items that are not provided in a highly professional and workmanlike manner, and with due care and skill, consistent with the standards of quality and performance set forth in the Agreement and the Specifications and project schedules set forth herein;
  - (b) when used with respect to structures, materials, Equipment, Software, System, Product or any parts thereof (including those provided by a Subcontractor), such items that are not (i) new and of good quality and free from improper workmanship and defects in accordance with the standards set forth herein and the highest standards of procurement and manufacturing, or (ii) free from errors and omissions in engineering services in light of such standards; or (iii) in compliance with the Specifications and Service Levels; and
  - (c) in general (including work and items provided by a Subcontractor), (i) Work that does not conform to the Specifications, Service Levels and/or requirements of the Agreement, (ii) Work that is not free from excessive corrosion or erosion or (iii) any engineering, start-up activities, materials, Equipment, Software, tools, supplies, commissioning, optimization or training that (a) does not conform to the standards and/or Specifications set forth herein, (b) has improper or inferior workmanship or (c) would adversely affect the ability of the System to meet the Specifications on a consistent and reliable basis;
- and “**Defective**” and “**Deficient**” shall be construed accordingly.

1.1.15. “**Deliverables**” means all drawings, plans, designs, manuals, programs, diagrams, layouts, as-built drawings, specifications, technical data, software, models, reports, calculations, documents or other materials or items whatsoever prepared for and/or in connection with the performance of Services by the Contractor or any Subcontractor under this Agreement, and whether stored in paper, electronic or other form, excluding the Product Documentation and the Products.

1.1.16. “**DGCA**” means the Directorate General of the Civil Aviation, Government of India or any successor entity.

1.1.17. “**Equipment**” means all (a) equipment, components, goods, hardware, spare and replacement parts, accessories, (b) all enhancements and modifications in relation to such items; and (c) all Product Documentation in relation to such items; to be furnished to BIAL or its Users by the Contractor or any Subcontractor pursuant to the Agreement.

1.1.18. “**Force Majeure**” means any event or circumstance or combination thereof, which satisfies all of the following (i) materially and adversely affects the performance of an obligation by a party; (ii) are beyond the reasonable control of the affected Party, provided that delays and failures attributable to the Contractor and its Subcontractor shall be deemed to be delays and

failures within the reasonable control of Contractor; (iii) are such that the affected party could not have prevented or reasonably overcome with the exercise of reasonable skill, care and diligence; and (iv) do not result from the negligence, misconduct, breach or default on part of the affected Party. Force Majeure includes the following conditions provided they satisfy the foregoing conditions: war (whether declared or undeclared), act of sabotage, revolution, act of terrorism, explosions, radioactive or chemical contamination, nationwide strikes or lockouts, fire, floods, earthquake, tidal wave, cyclones, tornado, epidemics.

- 1.1.19. **“Intellectual Property Rights”** means all rights, title or interest conferred under statute, common law or equity in relation to, inventions (including patents), copyright (including in relation to software), service marks, trademarks, trade or business names, design rights (whether the above rights are registered, unregistered or are the subject of pending applications), circuit layouts, database rights, know-how (including trade secrets and confidential information), proprietary information, all other rights resulting from intellectual activity in the industrial, scientific or artistic fields and any rights, title or interest similar or analogous to any of the above.
- 1.1.20. **“Interfacing plan”** means the plan detailing the manner of interfacing the System with the existing systems at the Airport, morefully described in **Appendix 6** of this Agreement.
- 1.1.21. **“Lead Time”** means the agreed minimum period of time immediately preceding the delivery date of a Product or Service at Jobsite.
- 1.1.22. **“Liabilities”** means any and all losses, costs, damages, expenses (including reasonable attorneys’ fees), penalties, claims, suits, actions, demands, proceedings or liabilities howsoever arising.
- 1.1.23. **“Liens”** means all liens, charges, encumbrances, attachments, levies, security interests or rights of third parties of any nature, including purchase money security interests.
- 1.1.24. **“Mandatory Modification”** means a modification to the Products or the System, which needs to be done in order to secure the Product or System’s compliance with Applicable Laws of India, Applicable Standard or personal safety, environmental safety, Product safety requirements and any other safety/ security requirements; as applicable from time to time.
- 1.1.25. **“Products or Goods”** means apparatus, machinery, equipment, materials, drawings, data, processes, hardware, software, and all other property and services, and documents (including the Contractor’s Documents) to be supplied by the Contractor under this Agreement. It includes the design, engineering, expediting, inspection, delivery, installation, commissioning, testing, and training, specified or required to furnish the items ordered

hereunder in the Agreement. It also includes the provision of the data cables, hooks-up, additional software and hardware to achieve the integration of these elements in terms of Information Technology of the Airport facility's Building Management System (BMS) and Supervisory Control and Data Acquisition (SCADA) system. They shall be fit for purpose for the use and operation of the Airport. The Products is detailed in the **Appendix 1 (Scope of Work & Specifications)**.

- 1.1.26. **“Product Documentation”** means all standard documentation and manuals in relation to the use, installation, operation, maintenance and training of the Products and published technical specifications of the Products, whether stored in paper, electronic or other form. It shall include but not be limited to the isometrics, plot plans, general arrangements, materials requisitions, data sheets and calculations, indices, manuals for operation, as-builts, spare parts documentation, reports, procedures, estimates, accounts, summaries, compilations, agreements including Subcontractor agreements, related materials and any other document defined or described in any of the foregoing.
- 1.1.27. **“Project Site” or “Jobsite”** means the site to which the Contractor’s Equipment/Goods/Products are to be delivered and any other places as may be specified in this agreement as forming part of the Project Site or jobsite
- 1.1.28. **“Relevant Authority”** includes the Gol, AAI, DGCA, BCAS, Department of Customs Chief Electrical Inspector to the Government, the Ministry of Finance or any other subdivision or instrumentality thereof, GoK, any local authority, or any authority empowered by the Applicable Laws and any central or state government or governmental department, commission, board, body, bureau, agency, authority or any companies owned by Gol and/or GoK, any instrumentality, court or other regulatory, judicial or administrative body having jurisdiction over the Parties, the Airport, the Works and facilities or any portion thereof, or the performance of all or any of the service or obligations of the Parties.
- 1.1.29. **“Services”** means any and all services to be performed by the Contractor or any Subcontractor pursuant to the Agreement; including without limitation the services for the supply, installation, commissioning, integration, testing, configuration, optimization and Acceptance of the System, program management services, technical services, engineering services, survey, training, warranty, support, operation and maintenance services and all other services, work and obligations to be performed under the Agreement, excluding only those work to performed by any other service provider or contractor under agreement with BIAL.
- 1.1.30. **“Service Levels”** means all service levels in respect of the Products, the Services, the Work or the System as set forth in the Specifications. Service

Levels may include without limitation availability, uptime, and response and resolution times.

- 1.1.31. **“Software”** means all (a) software and programs related to the Products; (b) all updates, upgrades, patches, bug fixes, enhancements, releases and versions relating to such software and programs; and (c) all Product Documentation in relation to such items; to be furnished to BIAL or its Users by Contractor or any Subcontractor pursuant to the Agreement.
- 1.1.32. **“Spares”** means the inventory of critical standby Product for immediate replacement of faulty Product.
- 1.1.33. **“Spare Parts”** means the replaceable parts of the Product manufactured by the Contractor or original equipment manufacturers either for the commissioning, maintenance, overhauling, rotatable, or operation of the System supplied by Contractor under this Agreement or operation and maintenance services contract entered between BIAL and the Contractor pursuant to this Agreement.
- 1.1.34. **“Specifications”** means the statement of Work attached as **Appendix 1 (Scope of Work and Specifications)**, to this Agreement, which shall, be deemed to include the standards set forth in **Appendix 2 (Quality Requirements and Standards)**.
- 1.1.35. **“Subcontract”** means a subcontract awarded to a Subcontractor.
- 1.1.36. **“Subcontractor”** means any contractor, vendor, supplier, or other person, to whom a part of the Works has been subcontracted or to whom the supply of any goods or materials or labour and services for the Works has been subcontracted as permitted under **Section 25** and the permitted legal successors in title to such person, but not any assignee of such person.
- 1.1.37. **“Sub-system”** means a specified portion (if any) of the System as expressly set forth in the Specifications for the purposes of Acceptance. Unless otherwise set forth in the Specification, the System shall be Accepted as a whole.
- 1.1.38. **“Support Services”** has the meaning ascribed thereto in **Section 15.7**.
- 1.1.39. **“System”** means the “AADHAR Enabled Entry and Biometric Boarding System” comprising of all Products, Services and Work to be provided by the Contractor under this Agreement, including any equipment and/ or software provided by BIAL as set forth in **Appendix 1 (Scope of Work and Specifications)**.
- 1.1.40. **“Systemic Defect”** has the meaning ascribed thereto in **Section 15.11**.

- 1.1.41. **“Users”** means BIAL and its representatives, BCAS, CISF, Immigration and other security agencies and third parties who may own or use, audit, operate or maintain the System, from time to time.
- 1.1.42. **“Warranty Period”** has the meaning ascribed thereto in **Section 15** (Warranty).
- 1.1.43. **“Work”** means any and all Products, Services, Deliverables, materials and offsite work of every kind and nature to be provided or performed by the Contractor or any Subcontractor as specified in or implied from the Agreement.

## **1.2 Interpretation**

In this Agreement, except to the extent that the context requires otherwise:

- 1.2.1 Reference to a “judgment” includes any order, injunction, determination, decree or other judicial or arbitral tribunal measure in the Indian jurisdiction, which is final and binding;
- 1.2.2 A reference to a “law” includes common law, the Constitution of India and any decree, judgment, legislation, direction, order, ordinance, regulation, by-law, statute, notification, circular, guideline, rule, statutory instrument or other legislative measure, with which BIAL is required to comply by law (and “lawful” and “unlawful” shall be construed accordingly);
- 1.2.3 References in the singular shall include references in the plural and vice versa;
- 1.2.4 A reference to a “day” means a calendar day; any reference to a “month” shall mean a reference to a calendar month; and any reference to “year” shall mean a reference to a calendar year (i.e., twelve (12) months) unless otherwise defined in this Agreement;
- 1.2.5 References to a particular Clause, paragraph, sub-paragraph, Schedule or Attachment shall, except where the context otherwise requires, be a reference to that Clause, paragraph, sub-paragraph or Schedule to this Agreement;
- 1.2.6 The headings are inserted for convenience and are to be ignored for the purposes of construction;
- 1.2.7 Terms defined in the Schedules hereto shall have the meanings ascribed thereto in the Schedules when used elsewhere in this Agreement;
- 1.2.8 The Schedules to this Agreement form part of this Agreement and will be in full force and effect, as though they were expressly set out in the body of this Agreement;



- 1.2.9 Any reference to any agreement (including this Agreement), deed, instrument, license, code or other document of any description shall be construed, at the particular time, as a reference to that agreement, deed, instrument, license code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;
- 1.2.10 The words “written” and “in writing” includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form with confirmation of the transmission;
- 1.2.11 The words “include” and “including” are to be construed without limitation;
- 1.2.12 The words “technical standards” shall also include International Civil Aviation Organization (ICAO) Standards, recommendations, regulation, European Union (EU) regulations and standards in addition to the standards applicable in the country/countries of manufacture.
- 1.2.13 “Weights and Measurements” recorded by BIAL on receipt of Goods at site will be treated as final. All measurements and calculations shall be in “Metric (SI)” system and calculations done to two (2) decimal places, with the third digit of five (5) or above being rounded up and below five (5) being rounded down.
- 1.2.14 In case of any ambiguity or discrepancy between the Clauses and the Schedules, the Clauses shall prevail; and
- 1.2.15 If any payments due hereunder become payable on a day when principal commercial banks in Bengaluru are closed for business or a day which is declared a holiday under the Negotiable Instruments Act, 1881, such payments shall be deemed due and payable on the next business day thereafter.

## **SECTION 2 - SCOPE OF WORK**

- 2.1 This Agreement comprises the terms and conditions under which BIAL may purchase Products or require the performance of Services and/or Work from the Contractor.
- 2.2 If any services, functions or responsibilities not specifically described herein or in any related documents are an inherent, necessary or customary part of the Services or Works or are reasonably required for proper performance of the Services or for proper execution of the Works in accordance with the Agreement, they shall be deemed to be included within the scope of Services and Works as if such services, functions or responsibilities were specifically described in this Agreement. The Contractor shall be responsible for providing the personnel, equipment, software and other resources necessary to perform the Work hereunder. The Contractor shall comply with the Drawings detailed in **Appendix 3** while executing the Works.



- 2.3 The Contractor shall be responsible for providing (at no additional cost to BIAL) any and all additional items that are not expressly included by the terms of this Agreement to the extent such items are reasonably required for the achievement of the objectives of the Work and Services. In the event there is increase in the scope of Work and/or Services due to the Contractor's fault and/or the Contractor obtains any information that leads it to believe that certain additional work is required for the due performance of its obligation under this Agreement, then the same shall be performed by the Contractor at no additional cost or expense to BIAL.

### **SECTION 3 - PRICE, INVOICING, PAYMENT TERMS AND TAXES**

- 3.1 The price is inclusive of design, engineering, supply, installation, interfacing at Project Site, testing, commissioning and trial-runs of the System (hereinafter defined as the "Price").
- 3.2 All Products that are imported shall bear reference to International Commercial Terms (INCOTERMS 2010), there upon the Products are installed, supervised, tested, commissioned by the Contractor as per the Scope of Work as per relevant technical standards.
- 3.3 The price payable by BIAL to the Contractor for the Products, Services or Work shall be as set out in **Appendix 4 (Prices and Payment Terms)**. The price of any Products, Services or Work not set forth in **Appendix 4 (Prices and Payment Terms)** shall be mutually agreed between the Parties.
- 3.4 The Price is firm and fixed and shall include the cost of packing, packaging, shipping, transportation to site as specified by BIAL, offsite handling, special handling, insurance, GST, all taxes, warranty etc., and all other costs and expenses as may be required in connection with the performance of Work and Services under the Agreement. The Contractor shall not be entitled for separate reimbursement for any costs and expenses, unless expressly provided otherwise in the Agreement. The Price must not be subject to escalation during the performance of the contract due to fluctuation/change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason whatsoever.
- 3.5 The breakup of the Price and Payment terms is provided in **Appendix 4 (Prices and Payment Terms)**.
- 3.6 The Contractor shall obtain the tax withholding certificate from the Relevant Authorities under section 197 of the Income Tax Act, 1961 for the value covered under this Agreement for each financial year for enabling BIAL to withhold necessary taxes and make the payments under the Agreement.
- 3.7 The Contractor shall provide an undertaking as to whether it has a permanent establishment in India in accordance with the conditions specified in the relevant Double Taxation Avoidance Agreement (DTAA) in the format specified in **Appendix 11 (Declaration for Permanent Establishment in India)**.

- 3.8 The payments to the Contractor shall be made in the installments set forth in **Appendix 4 (Prices and Payment Terms)**. Upon the achievement of each payment milestone set forth in **Appendix 4 (Prices and Payment Terms)**, in accordance with the acceptance and completion criteria therefore as set forth in this Agreement, the Contractor shall be entitled to invoice BIAL for the installment of the payments specified against such milestone.
- 3.9 The price quoted also includes but is not limited to the following:
- a) Port Handling,
  - b) Warehousing if any at Port of Destination,
  - c) Loading at Port of Destination,
  - d) In-land Transport i.e. from Port of Destination to Jobsite, and
  - e) Unloading at Project Site.

All consignments however shall be imported in the name of BIAL and applicable duties shall be paid by BIAL and all obligations with respect to customs clearance will be with the Contractor. Fees paid to the Custom clearing agents shall not be reimbursed to the Contractor and is included in the Price.

**3.10 Invoicing**

The Contractor's invoices for payment shall be prepared in the form stipulated by BIAL. Each invoice shall be accompanied by such supporting documentation and evidence as would enable BIAL to assess the work performed and which demonstrates to the reasonable satisfaction of BIAL that all the relevant performance provisions of this Agreement have been met. BIAL may, from time to time, stipulate requirements in this regard. BIAL shall be entitled to make such investigations as it may deem necessary to assess the achievement of the relevant payment milestone, including without limitation the completion of the relevant tasks or submission of the applicable deliverables. The Contractor shall provide such clarifications, as BIAL may require, to enable such assessment.

**3.11 Withholding and deductions of payments**

**3.11.1 Withholding payments:**

If BIAL disputes the amount contained in an invoice, BIAL may withhold payment to the extent that it reasonably believes that the Contractor is in breach of its obligations in accordance with this Agreement and shall give the Contractor fifteen (15) days' notice to remedy the deficiency. BIAL will pay all undisputed amounts in accordance with this Agreement. Once the Contractor has cured the deficiency, BIAL will pay the Contractor the amounts withheld. For the avoidance of doubt, it is clarified that such withheld amount shall not incur any interest.

**3.11.2 Deductions**

BIAL may deduct from the fee payable amounts on account of claims of penalty, costs or claims, loss, damages directly incurred by BIAL ("**Direct Damages**") that arise from the negligence of the Contractor.

If the breach is such that the same can be remedied, the provisions of **Section 3.11.1** will apply. In case the Contractor fails to remedy the breach, as provided in **Section 3.11.1** above, BIAL has the discretion, without further notice, to deduct such

amounts from the fee and this right is in addition to any other rights available to BIAL under this Agreement.

- 3.12 No payments of invoices or portions thereof shall at any time constitute any approval or acceptance of the Services or Works under this Agreement, nor be considered to be a waiver by BIAL of any of the terms of this Agreement.
- 3.13 BIAL shall pay any undisputed amounts invoiced by the Contractor, as per the agreed payment milestones set forth in **Appendix 4 (Prices and Payment Terms)** within a period of thirty (30) days, unless specified otherwise in elsewhere in this Agreement, from and after the receipt of a correct, complete and duly supported invoice therefore.
- 3.14 The Contractor shall advise BIAL in writing within twenty (20) days prior to the due date of the first invoice banking details such as account number.
- 3.15 All payments shall be made in INR unless otherwise specified elsewhere, by electronic funds transfer, banker's cheque or by demand draft to the account specified by the Contractor for the purpose.
- 3.16 BIAL will have the right to require invoicing in such form and manner and containing such details as to comply with the legal and other requirements in India. The Parties shall work together to optimize overall commercial cost arising from or related to the Work.
- 3.17 Unless otherwise specified elsewhere, all prices are inclusive of all taxes, duties, cess and levies ("**Taxes**") in relation to this Agreement. The Contractor shall be responsible for and shall bear all Taxes at applicable rates. If the Contractor delays the performance of the Services or Works, during such delayed period any increase in Taxes shall be borne solely by the Contractor and shall not result in any increase in the prices under this Agreement; provided however, in the event of any decrease in any Taxes, the prices shall stand reduced with immediate effect by an amount equivalent to such decrease.
- 3.18 In accordance with the Applicable Laws in India and as per the tax certificate provided by the Contractor as specified in **Section 3.6**, BIAL shall deduct tax at source at applicable rates from the payments made to the Contractor and shall issue a tax deduction certificate in that respect.
- 3.19 The Contractor shall defend, indemnify BIAL against all losses, damages, cost, expenses, liabilities, settlement and judgments incurred, suffered or arising out of lesser/ non deduction of tax at source on account of the Contractor's breach or failure to comply with this obligation.
- 3.20 If for any reason BIAL is assessed as a representative assessee of the Contractor, BIAL would be entitled to recover from the Contractor such taxes, interest, penalties and other costs which it may be required to bear on account of being assessed as representative assessee, without prejudice to any other rights it may have under

Agreement or law, including the right to withhold any payment to be made by BIAL to the Contractor.

## SECTION 4 - GUARANTEES AND SECURITIES

- 4.1 The Contractor shall, within thirty (30) days from the date of execution of the Agreement, submit to BIAL a performance bank guarantee for a sum equivalent to 10% of the value of the total aggregate price payable under this Agreement, from any one of the Nationalized Banks (“**Performance Bank Guarantee**” or “**PBG**”), as Performance Security for due performance of its obligations under the Agreement. The Performance Bank Guarantee should be in the format pre-approved by BIAL, which is attached herewith as **Appendix 5** (Form of Performance Bank Guarantee). The invoice towards first payment shall be accepted only after compliance of this **Section 4**. The Contractor shall keep the PBG in force till the expiry of the Warranty Period, by extending the same from time to time, whether or not the Contractor receives a reminder for the same from BIAL, failing which BIAL, without any limitation and without prior notice, shall have the right to realize the Performance Bank Guarantee.
- 4.2 The Contractor acknowledges and confirms that the Performance Security may be invoked by BIAL in its sole discretion for any breach or neglect or lack of satisfactory performance or non-performance of Work and/or Services under this Agreement; without BIAL being required to prove or to show to the Contractor any ground or reason for such invocation. Such invocation shall be in addition to all other rights and remedies available to BIAL. The Contractor shall, at BIAL’s request, vary the value and/or validity of such securities proportionately as necessary to reflect the changes in the Agreement.
- 4.3 If the Performance Bank Guarantee is not submitted to BIAL within the stipulated period, interest at the rate of **12% (twelve percent)** per annum on the guarantee amount shall be charged till the date of submission of the Performance Bank Guarantee, and the amount @ **10% (ten percent)** of the gross amount of each running account bill shall be withheld, till the total amount is recovered. If the Contractor fails to extend the validity of the Performance Bank Guarantee, the same can be realized / encashed by BIAL. BIAL reserves all rights under this Agreement including termination for default, if the Contractor fails to provide the above Guarantee within stipulated time. Providing this Guarantee is a precondition to any payment under this Agreement.
- 4.4 An advance of twenty five percent (25%) of the Price, against a bank guarantee (ABG) for such amount from a scheduled commercial bank, shall be paid by BIAL to the Contractor. The bank guarantee shall be as per the format attached herewith as **Appendix 5**. The Contractor shall keep this advance bank guarantee in force till the Acceptance of the System.

## SECTION 5 - DELIVERABLES FROM THE SERVICES

- 5.1 The Deliverables pertaining to the scope of Services and Works to be provided under this Agreement are as stipulated in **Appendix 1 (Scope of Work & Specifications)**. These Deliverables shall be provided by the Contractor as per the project schedule stipulated in **Appendix 9 (Project Schedule)**. Upon receipt of payment for the Services and Works performed under this Agreement, the Contractor shall hand over all documents and Confidential Information to BIAL. The Deliverables shall not be used by or through the Contractor for any purposes other than that of providing the Services and Works under this Agreement. In the event of any reuse whatsoever of the said documents by or through the Contractor, the Contractor shall indemnify, defend and hold BIAL harmless from any and all claims, causes, damages, losses, liability and expenses, including but not limited to attorney's fees resulting from such unauthorized use. Submission or distribution of the documents to meet official regulatory requirements or for similar purposes in connection with the Agreement is not to be construed as publication in derogation of BIAL's reserved rights. It is expressly agreed herein that the Deliverables shall not be used by or through the Contractor for any purpose other than those provided under this Agreement. The Contractor shall deliver Products and shall perform Services and/or Work by the delivery/ completion date(s) therefore as set forth in the Agreement.
- 5.2 Notwithstanding any other rights that BIAL may have under contract or at law for any delay in the delivery of any Products, BIAL may, at its sole discretion, appoint an expediting agency or an expeditor at the Contractor's and/ or Contractor's Subcontractor facilities to monitor the progress of the manufacturing schedule of the Products. For this purpose, the Contractor shall provide and ensure that the Subcontractor shall provide access to its facilities, documentation, and all necessary support and cooperation as may be requested by BIAL and/or the expeditor appointed by it.
- 5.3 The Contractor shall ensure that:
- 5.3.1. Free and clear title to each Product shall pass to BIAL free of all Liens, upon arrival of such Product at the Airport. Nothing contained herein shall, in any manner, affect the Contractor's obligations under the Agreement.
  - 5.3.2. The Contractor shall assume end to end responsibility for the Products, including without limitation for export to India. The Contractor shall provide all relevant documentation and information in timely manner to enable BIAL to avail of any tax and duty benefits that may be applicable from time to time.
  - 5.3.3. The Contractor shall provide full technical documentation including description, drawings including major assembly & installation, and calculations to BIAL or authorized representatives, consultant/s for verification prior to start of production.
- 5.4 Upon delivery of the Products at the Airport, the Contractor shall also deliver all Product Documentation to BIAL.
- 5.5 In order to assure BIAL and the Users of the prompt and unrestricted use of Products, the Contractor hereby waives and covenants to keep the Products free from, any and

all Liens including without limitation those which it or any of its Subcontractor might otherwise assert in disputes arising out of the performance of the Agreement.

#### **5.6 Transfer Of Property**

In the absence of any provision to the contrary, transfer of property in the Products shall be deemed to have taken place at the earlier of the following:

- a. Products released by BIAL's or BIAL designated inspectors, or
- b. The time that Contractor receives payment from BIAL for the Products or
- c. Delivery to the Project site.

BIAL may request Contractor to provide temporary free storage not exceeding three (3) months at country of manufacture, which the Contractor agrees to do at no charge. The Contractor hereby confirms that title remains with BIAL though the Products is stored in the Contractor's facilities and the said Products will not be subject to any liens or bankruptcy.

Transfer of title will not relieve the Contractor of its obligations to fulfill the following requirements:

- a) Data and document,
- b) Delivery,
- c) Transportation,
- d) Installation, Commissioning, Trials Run and Warranty

The Contractor shall be responsible for maintaining the Products in accordance with the Contractor's storage procedures while in Contractor's care, custody and control up to the issue of Acceptance certificate by BIAL.

The Contractor shall take full responsibility for the care of the Products from the Agreement date until the Acceptance by BIAL, when responsibility for the care of the Products shall pass to BIAL.

The Contractor shall be responsible for risk or loss to the Products until delivery of all Products specified in the Agreement, even if the title transfer and payment have occurred.

#### **5.7 Responsibility Of Completeness**

All equipment, mountings, fittings, accessories or apparatus which may not have been specifically mentioned but which are usual or necessary in the equipment or for the efficient working of the Products supplied shall be deemed to have been included in the Agreement Price and be provided by the Contractor without any extra cost. All plant/machinery/equipment/instruments shall be complete in all details whether such details are mentioned in the Agreement or not.

The Contractor is responsible for determining and ensuring the Export Controls of the Country of export is satisfied to any of the State Authorities concerned. At least six digit Harmonized Commodity Numbers shall be used.

### **SECTION 6 - PROGRESS REPORTS**



- 6.1 The Contractor shall deliver the Products, perform the Services and execute the Works as per project schedule detailed in **Appendix 9 (Project Schedule)** to this Agreement.
- 6.2 The Contractor shall submit monthly progress reports to BIAL. The first report shall cover the period up to the end of the first calendar month following the Effective Date. Thereafter, the Contractor shall submit monthly reports, each, within seven (7) days after the last day of the period to which it relates.
- 6.3 Each monthly report shall include:
  - 6.3.1 charts and detailed descriptions of progress, including each stage of design, documentation, procurement, manufacture, delivery to site and trial operation;
  - 6.3.2 for the manufacture of each main item, the percentage of progress, and the actual or expected dates of commencement of manufacture, inspections, and tests;
  - 6.3.3 comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion in accordance with the Agreement, and the measures being (or to be) adopted to overcome delays.
- 6.4 In case the Contractor's progress report indicates a delay of more than fifteen (15) days on a critical path activity specified in the project schedule, BIAL may put the Contractor under notice including without limitation assigning an expediting agency or expeditor to the Contractor's facilities at the sole cost of the Contractor. The Contractor is obligated to take all measures including the change of shipping mode from road/ship to air shipment at its sole cost. The Contractor shall take constructive steps to address the delay and submit a revised project schedule demonstrating how time will be made up.
- 6.5 In the event that the Contractor is unable to demonstrate to the reasonable satisfaction of BIAL that constructive and timely steps are being taken by the Contractor to overcome the delay, so that the delivery date of the Products will not be affected, or in spite of the best efforts made by the Contractor to overcome the delay, it is unable to do so, then BIAL shall be entitled to terminate the Agreement either in full or in parts in terms of **Section 26**, without prejudice to any other rights that it may have under law.

## **SECTION 7 - CHANGES**

- 7.1 **General**
  - 7.1.1 The Contractor shall not carry out any Change except as directed by BIAL and in accordance with this **Section 7 - Changes**.
  - 7.1.2 The Contractor acknowledges and accepts that no Change shall in any way vitiate or invalidate the Agreement.
  - 7.1.3 Subject to the provisions of this Section, the Contractor will be required to perform any Change howsoever initiated.

## 7.2 Procedure for Changes

- 7.2.1 BIAL shall have the right to initiate a Change at any time by either:
- (a) instructing in writing a notice proposing a Change (a “Change Notice”); or
  - (b) issuing a written Change Order.
- 7.2.2 Within seven (7) days of receipt of a Change Notice, or such longer period as may be reasonably determined by BIAL, the Contractor shall provide to BIAL a written statement setting out detailed particulars of any effect the proposed Change would have on the Product, Services and/ or Works and/ or on any other provisions of this Agreement if the proposed Change is effected (a “**Change Notice Response**”) including:
- (a) the products and/ or the services and/ or the work required or no longer required as a consequence of the Change;
  - (b) an estimate of any impact in costs and or time;
  - (c) whether the Change is technically feasible on reasonable commercial terms;
  - (d) any other information which BIAL may reasonably request.
- 7.2.3 Following receipt of a Change Order, the Contractor must immediately implement the Change subject to the following terms:
- (a) the fee payable under the Agreement will be subject to increase or decrease in accordance with the principles set out in **Section 7.4 (Valuation of Changes)**; and
  - (b) the terms of the Agreement will apply to the Change as though it formed part of the Works.
- 7.2.4 Following receipt of the Contractor’s Change Notice Response, BIAL may either:
- (a) issue a written Change Order to the Contractor, on such terms and conditions as BIAL may deem appropriate and the Contractor shall implement the Change in accordance with **Section 7.2.3**; or
  - (b) withdraw the Change Notice.
- 7.2.5 Notwithstanding the provisions of **Section 7.2.2**, BIAL may instruct a Change Order at any time, whether before or after receipt of the Contractor’s estimate under **Section 7.2.2** which the Contractor shall comply with and **Section 7.2.3** shall apply.

## 7.3 Contractor’s Changes

- 7.3.1 The Contractor may during its performance of the contract propose to BIAL any Change which the Contractor considers if adopted will substantially improve the efficiency (including a reduction in the life cycle costs associated with the Products) and/ or reduce the cost of maintaining and operating the Works. Such proposal must be in writing and shall be in the form of and contain such information as required of a Change Notice Response referred to in **Section 7.2.2**.
- 7.3.2 BIAL may in its absolute discretion and at any time, reject any Change proposed by the Contractor.



- 7.3.3 Should the Contractor seek to change its vendor, specification, and/or model for any Product or part thereof, or its Subcontractor for any other work, without detriment to Scope of Work & Specifications and if so permitted by BIAL, then all the saving or benefit received or accruing to the Contractor or arising out of such change shall be passed on to BIAL.

#### **7.4 Valuation of Changes**

- 7.4.1 The valuation of a Change to be paid by BIAL to the Contractor, or by the Contractor to BIAL, as the case may be, shall be calculated as follows:

- (a) the Parties will endeavour to agree the valuation; and
- (b) failing agreement under **Section 7.4.1(a)** within a reasonable time (but no more than twenty eight (28) days) after BIAL's direction in accordance with **Section 7.2.3**, BIAL's Representative will determine a fair and reasonable valuation as follows; In the event that the Change involves additional works, any additional payment will be no more than the lower of the following:
  - (i) same unit price as available stated in the Agreement,
  - (ii) lowest of the item rate derived from the already agreed unit price of other equivalent items,
  - (iii) cost estimate of the additional external items (which are not covered under the Agreement) plus the agreed mark up for the profit and overheads, not exceeding 10%.

- 7.4.2 In the event that the Change involves the omission of part of the Works, the savings in costs will be no less than the estimate (if any) provided in accordance with **Section 7.2.2** or the fair and reasonable estimate of costs of such deleted Works along with the mark up for the profits and overheads, whichever is lower.

### **SECTION 8 - PACKING, LABELLING, SHIPPING, VOLUME & WEIGHT**

The Contractor shall follow the packing instructions stipulated in **Appendix 7** for packing, labeling and shipping the System.

### **SECTION 9 - SOFTWARE LICENSE**

- 9.1 The Contractor hereby grants to BIAL and/or its affiliates, upon delivery of Software, a perpetual, irrevocable, non-exclusive, unrestricted, unlimited, royalty-free license, to use such Software in connection with the use, operation and maintenance of the System at the Airport and the provision of relevant services at the Airport to Airport Users.
- 9.2 The Software licenses and rights granted under this Section shall survive the termination of all or any portion of the Agreement, regardless of the cause of termination.

### **SECTION 10 - CONTRACTOR PERSONNEL**

#### **10.1 Personnel**

- 10.1.1 The Contractor will engage adequate numbers of suitably qualified, skilled and experienced personnel to perform the Services and Work. All personnel engaged by the Contractor (which for the avoidance of doubt includes personnel of Subcontractor) shall work under the sole supervision and direct control of the Contractor, including manner and method of carrying out the Services and the Work.
- 10.1.2 The Contractor shall also provide onsite technical supervision services to BIAL, as per the deployment schedule detailed in **Appendix 8 (Key Personnel & Deployment Schedule)**.
- 10.1.3 The Contractor shall be solely responsible and liable for payment of salaries and other legal dues and for the compliance with all Applicable Laws including without limitation the Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act, 1948 and Workmen Compensation Act, 1923; in respect of personnel engaged by it.
- 10.1.4 The engagement of any personnel or Subcontractor by the Contractor shall not absolve Contractor of its responsibilities under this Agreement. The use of personnel by the Contractor shall not, under any circumstances create any contractual relationship between BIAL and such personnel or give rise to any claim by such personnel against BIAL. The Contractor shall indemnify, defend and hold BIAL harmless from and against any claims and Liabilities incurred by BIAL arising from the breach of any Applicable Laws by the Contractor or from any claims against BIAL by personnel engaged by the Contractor.
- 10.1.5 BIAL may at any time request the removal of any personnel engaged by the Contractor, for cause, and the Contractor agrees to comply with such request and to promptly provide acceptable replacement personnel.
- 10.1.6 The Contractor shall be responsible at its cost for (i) security clearance with BCAS and for arranging for entry permits for personnel engaged by it, at the Airport and (ii) arranging for suitably equipped vehicles for transportation of personnel in and around the Airport and for obtaining all required vehicle and equipment entry permits and licenses in this regard, including for the delivery of the Products to the BIAL specified site.

## 10.2 Key Personnel

The Contractor shall engage suitable qualified personnel for the key positions identified by BIAL and key personnel (“**Key Personnel**”) as set forth in **Appendix 8 (Key Personnel & Deployment Schedule)**. BIAL reserves the right to review the personnel that the Contractor proposes to engage as Key Personnel, through interviews, review of resumes, educational and professional qualifications and experience; prior to the Contractor engaging such personnel. The Contractor shall not remove or replace any Key Personnel without the prior approval of BIAL, which approval shall not be unreasonably withheld.

## 10.3 Specialized Services (Offsite)

The Contractor shall ensure that all Services of a technical or specialized nature in respect of the Products, including without limitation software code development, customisation, designing (“**Specialized Services**”) are provided by employees of the original equipment manufacturer of the respective Products having adequate experience and skills in such Specialized Services.

## **SECTION 11 - SYSTEM INTEGRATION**

The Contractor shall be responsible for the successful integration of all parts comprising the System and/or Sub-System and ensuring that all parts of the System and/or Sub-System successfully interconnect, operate and remain fully functional, with all other parts of the System and/or Sub-System; all in accordance with the project schedules set forth in the Agreement.

## **SECTION 12 - ACCEPTANCE**

- 12.1 The Contractor shall be solely responsible for carrying out all Acceptance Tests and onsite tests as per the acceptance testing plan provided in **Appendix 1 (Scope of Work & Specifications)** and **Appendix 2 (Quality Requirements and Standards)**. The Contractor hereby agrees to strictly follow the procedures applicable for Acceptance Testing. Upon completion of the Acceptance Tests, the Contractor shall prepare the Acceptance Certificate attaching thereto the relevant test reports, details and results of the Acceptance Tests. In case, after the execution of the Agreement, any regulatory/statutory authority prescribes any additional tests to be performed, the Contractor agrees to carry out such tests at no additional cost as part of the Acceptance Tests.
- 12.2 The Contractor shall notify BIAL fifteen (15) days in advance to witness the pre despatch Acceptance Tests. No Product shall be dispatched to site without pre despatch Acceptance Testing witnessed by BIAL. BIAL, their consultant and their authorized representatives, shall have the right to inspect and test or get inspected and tested, the Products at the works of the Contractor or its Subcontractors any time during manufacture and prior to shipment and thereafter to inspect within a reasonable time after arrival of the Products at the ultimate destination and during and after erection, testing and commissioning. The Products shall not be deemed to have been accepted until after the said inspection, testing and commissioning.
- 12.3 In the event that the Products, Service, Work and/or System fails to meet any of the Acceptance criteria for any Acceptance Test (each such Acceptance Test, a “Failed Acceptance Test”), the Contractor shall (unless expressly otherwise agreed to by BIAL), at its sole cost and expense, remedy, correct or otherwise cure such failure to meet the Acceptance criteria. Thereafter, the Contractor shall repeat the Failed Acceptance Tests, and such other Acceptance Tests as may be required by BIAL at its sole discretion. The above process shall be repeated till the Acceptance criteria are achieved. Nothing herein shall (i) be construed as granting any extension of the time to the Contractor or variation of project/time schedules applicable for the performance of the Services and Work; or (ii) prejudice BIAL’s rights and remedies under contract or law for any breach of the Agreement. If the Product, Service, Work and/or System fails to achieve Acceptance when Acceptance Tests and

demonstrations are performed for the second time, BIAL shall be entitled to backcharge the Contractor for all costs incurred by BIAL in relation to such tests being performed for the second time and all subsequent times that the Acceptance Tests are conducted, in accordance with the provisions of the **Section 27 (Backcharges)**.

- 12.4 Failure to make any inspection of or payment for or acceptance of the Products and/or System shall in no way impair BIAL's right to reject non-conforming Products and/or System or to avail itself of any other remedies to which BIAL may be entitled, notwithstanding BIAL's knowledge of the non-conformity, its substantiality or the case of its discovery. In the event of failure of the Contractor to remove the rejected Products within the time allowed BIAL shall have the right to dispose of the same at the Contractor's risk and cost. During the time the rejected Products lie with BIAL awaiting removal by the Contractor, they will so lie at the Contractor's risks. All Products rejected by BIAL, after receipt at the destination shall be removed by the Contractor within a reasonable time allowed by BIAL, not exceeding thirty (30) days, at the Contractor's expense and risks. It shall be the option of BIAL to allow the Contractor to replace the rejected Products or to terminate the Agreement.

## **SECTION 13 - APPLICABLE LAWS AND PERMITS**

- 13.1 The Contractor shall comply with and shall ensure that all Products, Services and Work performed comply with all Applicable Laws, including without limitation labour laws, environmental laws, laws relating to the payment of taxes and the importation of Products and Services. The Contractor shall apply for, obtain and keep in force and effect all Applicable Permits to supply the Products and to commence and perform in a timely manner the Work or any part thereof and discharge its obligations under the Agreement. For the avoidance of doubt, the Contractor shall be solely responsible for obtaining all Applicable Permits and complying with Applicable Laws, including without limitation, engagement of labour or deployment of its personnel, the environment and the utilisation by it of equipment and tools for the performance of Work hereunder.
- 13.2 To the extent requested by BIAL, the Contractor shall, prior to commencing the delivery of any Products, Services or the Work and/or other activities under the Agreement, furnish BIAL with evidence that the Applicable Permits have been obtained and are in full force and effect to the extent necessary therefor, and from time to time thereafter the Contractor, upon the reasonable request of BIAL, shall provide such further evidence as BIAL deems reasonably necessary.
- 13.3 The Contractor shall ensure that the Products shall meet all requirements imposed by all Applicable Laws to the manufacture, production, transport and/or sale of the Products and the technical standards and the environmental and special market requirements set out in the Specifications or otherwise agreed upon. The Contractor shall upon request furnish a certificate for supplied Products stating that the Products conform to all requirements mentioned above.

## **SECTION 14 - STANDARDS AND REQUIREMENTS**

- 14.1 The Contractor guarantees that all specific quality requirements and standards as set out in **Appendix 2 (Quality Requirements and Standards)** shall be met.
- 14.2 The Contractor shall provide all access, assistance and facilities to enable BIAL's representative to carry out surveillance visits off site to verify that the Contractor's safety and health plan is being implemented.
- 14.3 Upon reasonable notice to the Contractor, BIAL shall be entitled (but not obliged), at no charge by the Contractor, to inspect the Contractor's or the Subcontractor's premises or locations at which any Work is being carried out during normal business hours with respect to the verification of processes and quality systems, quality control of Products and carrying out sampling and conducting other necessary investigations of quality and delivery performance. In the event that such an inspection does not meet BIAL's quality requirements, the Contractor shall, without delay or cost to BIAL, take the appropriate remedial measures in order to achieve the necessary quality level. No such inspection shall constitute the acceptance or approval by BIAL of any Product or Work, or otherwise prejudice the rights of BIAL under this Agreement.
- 14.4 The Contractor shall issue all documents reasonably requested by BIAL, in the format specified by BIAL, regarding the quality of the Products, including but not limited to materials declaration (i.e., a declaration of the materials and their constituents content) of any Products.
- 14.5 **Contractor's Drawings and Data Requirements**  
The submission by the Contractor to BIAL of drawing data and documentation including Product Documentation is an integral part of the Agreement. The quantities and time limits for submitting this documentation by the Contractor are specified in the **Appendix 1 (Scope of Work & Specifications)**, of the Agreement. The quantities and time limits must be respected failing which the Agreement will not be deemed to have been duly executed for all purposes and BIAL reserves the right to withhold and/or deduct appropriate amount from any payments due to the Contractor.
- 14.6 **Technical Information**  
All drawings, specifications and details furnished by BIAL to the Contractor shall be the property of BIAL and shall be returned by the Contractor on demand. The Contractor shall not make any use of drawings, specifications for any purpose at any time save and except for the purpose of BIAL. The Contractor shall not disclose the technical information furnished to or gained by him under or by virtue of or as a result of the implementation of the Agreement to any person, firm body corporate or authority and shall use all endeavor to ensure that the technical information is kept confidential. The technical information imparted and supplied to the Contractor by BIAL shall at all times remain the absolute property of BIAL. The Contractor shall provide full technical documentation including description, drawings including major assembly & installation and calculations to BIAL or authorized consultant/s for verification prior to start of production.

## **SECTION 15 - WARRANTY**

- 15.1 The Contractor warrants that for a period of as mentioned hereunder from date of Acceptance of the System as per the Acceptance Certificate (subject to **Section 15.15** below, the “**Warranty Period**”), the System and all Products and Services and Works comprised in the System will perform and conform to the Specifications and shall be free from Defects and Deficiencies for a period of three (3) years from the date of Acceptance and post such period, the Contractor shall support and maintain the System for a period of five (5) years. The Contractor shall execute a separate Annual Maintenance Contract with BIAL as per the terms and conditions decided by BIAL.

Contractor warrants that the System and the other systems, hardware, software supplied under the Agreement are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials.

The Contractor shall provide/ensure and warrant the System, all the hardware and software under the Agreement, against defects including defects arising out of faulty design, materials and media workmanship of the hardware and software including pre-installed software components during the Warranty Period. Defective hardware or software shall be replaced by the Contractor at his own cost, including the cost of transport.

Contractor further warrants that the System and all other systems, hardware, software supplied under the Agreement shall have no defect arising from design, materials or workmanship or from any act or omission of Contractor, which may develop under normal use of the supplied systems in the conditions prevailing at the final destination.

During the comprehensive Warranty Period, the Contractor shall repair or replace the defective components, systems or entire System hardware and for the software the Contractor shall provide upgrades, bug fixes, patch updates for the System, as per the Agreement at no additional cost to the BIAL.

The detailed Scope of Work during Warranty Period to be performed by the Contractor has been mentioned in Appendix 10.

#### 15.1.1 Call-to-Response/ Call-to-Resolution Time:

(a) Reporting a fault

Fault can be reported to the Contractor at any time by telephone/email/fax and should be entered in the system. If the user reports a fault to the Contractor the first step - whenever possible - is to attempt troubleshoot the fault or remedy it directly on the telephone. Also, a service request is to be raised and activated.

(b) Prioritizing the fault

The fault will be prioritized in accordance with the impairment according to the following:

Classification	Severity	Description
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<b>Priority 1</b>	Full system outage and backend infrastructure	The user is unable to use the service to perform key tasks.
<b>Priority 2</b>	Any zone-wise outage	The user can use the service only to the limited extent.
<b>Priority 3</b>	Outage of any one device or field component	Operation of the system is impaired to only a minor degree. The system can still be used by the user

(c) **Response time**

The Contractor shall respond to the priority calls within 30 minutes [Call-to-Response] on reporting of breakdown/outage through telephone/ email or fax or courier at the Contractor's office as per call logging and escalation matrix. The Contractor shall provide its support: 24 hours a day, seven days a week including holidays.

(d) **Resolution time**

The Resolution time measures the length of time between the reporting of a fault by the user and the effective remote or on-site intervention of a service technician for the purpose of remedying the fault.

The maximum resolution time for faults is defines as follows:

<b>Classification</b>	<b>Resolution time</b>
<b>Priority 1</b>	<b>4 hours</b>
<b>Priority 2</b>	<b>8 hours</b>
<b>Priority 3</b>	<b>12 hours</b>

(e) **Restoration time**

The restoration time commences when a fault report is received and ends when functionality has been restored. Functionality is deemed to have been restored when the connected systems are able to operate and the service is available again. The successful resolution of the fault has to be documented in the service request.

- 15.2 During the Warranty Period, the Contractor shall at its own cost and expense supply the replacement for the Defective Products and Services and remedy all Deficiencies so that the System and all affected parts thereof comply with the Specifications. BIAL shall return the defective part(s) to the Contractor (all costs towards transportation shall be solely in scope of the Contractor) upon receipt of replacement. The Contractor shall replace the Defective Products timely to ensure that there is no impact on the operational efficiency and uptime. In the event the Contractor fails to cure the Defects and Deficiencies as aforesaid, BIAL may, in addition to exercising any other remedies available to it, and at its option, itself

cause the repair, replacement, remedy or correction of the Defective Products or Services at the sole, risk, cost and expense of the Contractor.

- 15.3 In the event of BIAL executing repairs covered by the warranties contained in the above sub-clauses during the Warranty, due to the urgency of the matter (including threat of life, safety, security and or disruption of Airport operations), the Parties shall jointly analyse the reason of failure and the responsible Party shall bear the cost accordingly.
- 15.4 In the event remedy of any warranties requires the installation (by others) or provision of additional equipment, software and/or services, the Contractor shall provide all such equipment, software and/or services at no cost or expense to BIAL. All repairs and corrective activities shall be performed by the Contractor. For corrective measures, the Contractor shall promptly inform BIAL the nature, extent and period thereof and shall, with BIAL's prior approval and after taking adequate precautions, carry out such activities off-site.
- 15.5 For any period during the Warranty that the System is not operational due to a breach of the warranty contained in this Section, and where the Contractor is not exercising full effort in order to rectify the situation, the Contractor shall pay liquidated damages to BIAL calculated as per clause 15.8.
- 15.6 Performance Compliance Level during Warranty: Stipulated performance compliance level for the supplied System shall be 99.9%.
- 15.7 The performance would be measured on monthly basis by BIAL.
- 15.8 Liquidated Damages :  
In case of any deviation, delay or unsatisfactory performance under and pursuant to this Agreement, Liquidated Damages shall be levied by BIAL. Amount of Liquidated Damages to be calculated on monthly basis for the shortfall in performance compliance level is as under:

Shortfall in Performance	Liquidated Damages (% of the monthly Contractual Amount)
<= 1%	1
>1% and <= 3%	3
>3% and <= 5%	5
>5% and <=6%	6
>6% and <=8%	8
>8%	10

- 15.9 The amount of Liquidated Damages may be claimed/ adjusted while releasing the invoice during payment.
- 15.10 BIAL shall promptly notify the Contractor Team in writing / e-mail / fax of any



claims arising under this warranty.

- 15.11 Upon receipt of such notice the Contractor shall, as mentioned below, repair or replace the defective system or parts thereof, without any cost to the BIAL.
- 15.12 In case the system is taken away for repairs, the Contractor shall provide similar standby system(s) which can be put to use in the absence of the originals/ replacements without disrupting the BIAL's regular work without any cost to the BIAL till the original system(s) is repaired and made operational.
- 15.13 In case some system(s) is declared by the Contractor as beyond repairs, the Contractor shall provide a replacement system(s) of the same or higher configuration from the same OEM with prior consent of BIAL.
- 15.14 Free on-site maintenance services shall be provided by the Contractor during the period of warranty.
- 15.15 The Contractor shall provide the warranty obligations hereunder, in respect of the corrected or replaced Products or parts thereof or of re-performed Work or Services for a warranty period which shall be the longer of (i) the unexpired Warranty Period as set forth in **Section 15.1**, or (ii) a period of twelve (12) months from the date of Acceptance of the cure for the Defect.
- 15.16 During the Warranty Period, the Contractor shall provide all warranty, maintenance and support services in respect of the Products, including, without limitation, repair and replacement of hardware, replacement of spare parts utilised in performance of warranty services, replacement Products, updates, upgrades, bug-fixes, patches, enhancements and new releases in respect of the Products and Services for the implementation and integration thereof and twenty four (24) hours a day, seven (7) days a week, toll free access to Indian and international help desks, databases and technical assistance centres, whether telephonic or on-site support ("Support Services"); all at no cost to BIAL.
- 15.17 Not later than seven (7) days prior to the expiration of a Warranty (as may be extended in accordance with this Clause), the Contractor and BIAL shall jointly:
  - (a) review, examine and reach agreement on outstanding warranty matters, if any;
  - (b) conduct final inspection of all items of the Products; and
  - (c) arrange, in accordance with the Agreement, all necessary adjustments, modifications and repairs to the Products as soon as possible after such final inspection.
- 15.18 Defective parts, which the Contractor replaces during the Warranty (as may be extended in accordance with this Clause), shall become the property of the Contractor upon their removal from the Products, provided these parts are removed by the Contractor within one week from the site. Upon failure to remove these defective parts from site within one week, these parts will become property of BIAL and will be disposed off by BIAL at the Contractor's cost and risk.
- 15.19 Should the Contractor become aware of any error with regard to the content of the Product Documentation, which is not (alone or accumulated) trivial or insignificant,

the Contractor shall promptly inform BIAL in writing about the error and provide BIAL with new corrected Product Documentation. If BIAL suffers expenses as consequence of the error, the Contractor shall compensate BIAL for any loss, damage or expenses incurred by BIAL.

15.20 **“Systemic Defect”** means a Defect or a failure that either (i) appears in more than three percent (3%) of the respective Products supplied; or (ii) results in consumption of fifty percent (50%) spare parts in one year for that component/equipment from the recommended spares quantity for five years; or (iii) occurs more than three (3) times in a one (1) year period. In addition to its other obligations hereunder, the Contractor shall be obligated to remedy any Systemic Defects during a period of five (5) years from the date of System Acceptance. In case of a Systemic Defect, BIAL may, at its option, require the Contractor to, and the Contractor shall, at no cost to BIAL:

- (a) remove the entire System for a full refund of all amounts paid and associated costs incurred;
- (b) replace all units of the respective Products affected by the Systemic Defect with other functionally equivalent products;
- (c) bear all costs incurred by BIAL to have such Systemic Defect remedied by a third party; and
- (d) discuss with BIAL in good faith a reasonable split of costs incurred by BIAL towards any third party including BIAL’s customers, for removal and replacement of such defective Products.

15.21 For the avoidance of doubt, the provisions of this Section are applicable in respect of Products provided by the Subcontractor.

## **SECTION 16 - LIQUIDATED DAMAGES**

16.1 The Contractor understands and acknowledges that proper delivery at the agreed upon delivery dates, and the performance of the Services and Works and achievement of milestones in accordance with the project schedules and Service Levels set forth in the Agreement are important to BIAL and that delays or failures in respect thereof will result in severe loss, damage and Liabilities to BIAL. Time is of the essence of the contract. Except to the extent set forth otherwise in the Agreement, the Contractor shall comply with the project schedules and Service Levels as set forth in the Agreement for delivery of the Products and Services and Works and the achievement of milestones.

16.2 Should the Contractor discover that the delivery date or project schedules set out in the Agreement cannot be met, the Contractor shall immediately notify BIAL in writing, stating the cause for the delay and its best estimate of when such delivery can be made. Such a notification shall not limit the Contractor’s liability for the delay.

16.3 BIAL shall have the right to recover liquidated damages from the Contractor in case of delayed deliveries of Products or delay in the performance or achievement of the milestones for the Services and Works, provided that BIAL is not responsible for such

delay. The liquidated damages shall be applicable at the rate of one percent (1%) per week of delay of the aggregate value of the Products and Services and Works delayed and that cannot be used as a consequence of such delays.

- 16.4 The Contractor shall pay liquidated damages for its failure to meet the Service Levels. The extent and nature of the liquidated damages for the Service Levels shall be as set forth in the Specifications.
- 16.5 Notwithstanding any other rights that BIAL may have whether under contract or in law, the Contractor shall pay liquidated damages for its failure to deliver the Products, Services and/or the Work in accordance with the Specifications and its failure to cure the Defects and Deficiencies in the manner set out in **Section 15.2**.
- 16.6 The payment of liquidated damages shall not relieve the Contractor from the obligation to deliver the Products or provide the Services or the Works in accordance with the Agreement. The aforesaid liquidated damages are a genuine pre-estimate of damages intended to compensate BIAL for the delays in delivery and failure to meet Service Levels by the Contractor. However, when the maximum liquidated damages are reached, BIAL is automatically entitled to terminate the Agreement or any part thereof, and claim compensation for its damages. BIAL may also choose to waive its right to terminate and instead accept delivery and claim compensation for its damages.

## **SECTION 17 - MANDATORY MODIFICATIONS**

The Contractor shall at its cost perform necessary Mandatory Modifications. The Contractor shall also perform such Mandatory Modifications (including on parts, and material documentation) on previously delivered Products. The Contractor shall also furnish BIAL with detailed installation instructions and any special tools, equipment, media, and other related requirements and updated manuals for each Mandatory Modification performed under this Agreement. In the event that such modifications affect BIAL's spare parts, the Contractor shall rectify BIAL's spare parts stocks, including parts ordered, at no charge or cost to BIAL.

## **SECTION 18 - BACKWARDS COMPATIBILITY**

- 18.1 The Contractor warrants and covenants that all Products including all updates, patches, bug fixes, upgrades, releases versions and enhancements (collectively "**Upgrades**") in respect of the Products shall be Backwards Compatible (as defined below). In the event that any Upgrade or Product does not provide Backwards Compatibility, then the Contractor shall provide, without charge to BIAL, any and all necessary enhancements, modifications and Upgrades and otherwise take such steps as may be necessary to achieve Backwards Compatibility.
- 18.2 "**Backwards Compatibility**" and "**Backwards Compatible**" means with respect to all Products and Upgrades, the ability of the System and all parts thereof to remain fully functional in accordance with and up to the performance levels to which it was performing immediately prior to the introduction of such Products and Upgrades into the System, and the ability of such Products and Upgrades to successfully connect,

and operate with and be fully compatible with all functionality of all Products already installed in the System (including prior Product versions) and to comply and remain fully functional with the existing interfaces to other third party equipment, software and systems that have been integrated with the System prior to the introduction of such Products or Upgrades.

## **SECTION 19 - CONTINUITY OF MANUFACTURE AND SUPPORT**

- 19.1 The Contractor shall, except where expressly agreed otherwise by BIAL, ensure that the Products to be provided to BIAL are of the latest version and that the manufacture, supply and availability of Support Services in respect of the Products, is continued for a period of twenty (20) years or the economical design life of the Product, whichever is later, from the date of the Acceptance of the System.
- 19.2 The Contractor shall provide BIAL with not less than one (1) year's prior written notice, of cessation of the manufacture, supply or Support Services of any such Product after the aforesaid period of twenty (20) years or the economical design life of the Product, as the case may be. BIAL shall be entitled, during the one (1) year period following such notice, to make from time to time consolidated purchases from the Contractor of additional quantities of such Products or spare parts thereof and Support Services therefore, and the Contractor shall offer to BIAL the best fair price prevailing in respect of such purchases. Further, the Contractor will also make available the blue prints, drawings of the spare parts and specifications of materials at no cost to BIAL to enable BIAL to get the same fabricated or procured from other sources.
- 19.3 For the avoidance of doubt, the provisions of this Section (i) are applicable in respect of Products provided by Subcontractor; and (ii) shall survive the termination or expiration of the Agreement. BIAL shall have the right to purchase spare parts (excluding the Contractor's in-house manufactured components) for Products directly from the Contractor's Subcontractor (or original equipment manufacturer) at competitive market prices.
- 19.4 The Contractor warrants that:
- 19.4.1 Spare Parts for the Products shall be available for at least ten (10) years or the economical designed life of the Product whichever is higher; and
- 19.4.2 Spare Parts shall be available as per the mutually agreed lead time from the time the order has been placed.
- 19.4.3 All Spare Parts required during the Warranty shall be supplied at the sole expense (excluding Custom duty on import of repaired/replaced parts) of the Contractor (including shipping and incidental costs thereto) if the parts are replaced due to Contractor's fault.
- 19.4.4 That before going out of production of any or all the spare parts, the Contractor will give adequate advance notice to BIAL so that the latter may order his requirements of spares in one lot if BIAL so desires.

## **SECTION 20 - PRODUCT LIABILITY**

If the System or the Products have a Defect, which causes injury, death or damage to persons or to property, the Contractor shall indemnify, defend and hold BIAL harmless for any and all Liabilities arising from injury, death or damage.

## SECTION 21 - INTELLECTUAL PROPERTY RIGHTS

- 21.1 The Contractor shall deliver all the Deliverables to BIAL at the times specified in the Agreement or otherwise upon the creation thereof. The Contractor hereby assigns, transfers and conveys to BIAL, upon delivery thereof and notwithstanding the completion or abandonment of the Services and/or Works or termination or expiry of this Agreement, all Intellectual Property Rights in the Deliverables. If and to the extent the Contractor demonstrates to the satisfaction of BIAL that an assignment as referred to above is not possible or is in any way not effective to vest full title in BIAL, the Contractor shall grant to BIAL at no cost an irrevocable, perpetual, royalty free license to use the Deliverables for any purpose whatsoever. The Contractor shall (and shall procure that all subcontractors shall) execute any and all further documents and take any and all other actions requested by BIAL in order to perfect any assignment, transfer or license, as required by this **Section 21**.
- 21.2 BIAL shall retain all Intellectual Property Rights in all drawings, plans, designs, programmes, diagrams, specifications, technical data, software, models, reports, calculations, documents or other items or materials created by or on behalf of BIAL and that are provided by or behalf of BIAL to the Contractor or any Subcontractor for the performance of the Services and Work.
- 21.3 The Contractor shall retain on behalf of itself or the original owner title to any Intellectual Property Rights in the Products.
- 21.4 Further, the Contractor shall not, without BIAL's prior approval, use BIAL's name or insignia, logos, trademarks, trade names or service marks or the Airport's name or logo in the Contractor's informational, promotional, advertising or any other material.
- 21.5 This Section shall survive the termination of this Agreement, for whatever reason.

## SECTION 22 - INFRINGEMENT, INDEMNIFICATION

- 22.1 The Contractor shall defend, indemnify and hold harmless BIAL, its affiliates and the Users, and their respective directors, officers, employees, agents and employees (collectively the "**Indemnities**") from and against any and all Liabilities arising as a result of any claim, suit or proceeding or allegation that the Products, the Work or the use or operation thereof, in the form furnished or as subsequently modified by the Contractor or any Subcontractor, constitutes an infringement of any patent, utility models, mask work protections, trademark, design, copyright, trade secret, mark or other intellectual property rights or applications thereof of any third party (collectively, "**Third Party Intellectual Property Rights**"). BIAL shall without undue delay notify the Contractor of such infringement claim, suit or proceeding and the Contractor shall, at its expense, have the authority, to settle the claim or assume control and defence of any suit or proceeding but shall not compromise or settle any

suits or claims or admit any criminal liability or wrongdoing by BIAL, its affiliates or the Users without the express prior written consent of BIAL; unless any compromise or settlement includes an unconditional release of any claims against BIAL, its affiliates or the Users and does not involve any stipulation, judgment or injunction against BIAL, its affiliates or the Users. BIAL shall (at the Contractor's expense) extend reasonable assistance for the Contractor to defend any such claim, proceeding or suit.

22.2 In the event that the Products, Work or the System or any part thereof are, in such suit or proceeding, held to constitute an infringement or the use or operation thereof, is enjoined, or if in respect of any claim of infringement or violation BIAL deems it advisable to do so; the Contractor shall promptly, at its own expense and option, take any one of the following actions:

22.2.1 procure for Indemnities the right to continue the use or operation of the Products or Work;

22.2.2 replace the Products or Work with non-infringing products and work that are functionally equivalent and comply with the Specifications; or

22.2.3 modify such Products or Work so that they become non-infringing provided, that (i) such Products or Work as modified complies with all of the Specifications and (ii) the Contractor shall fully indemnify BIAL for any costs associated with any such action.

If the Contractor is unable to fulfil its obligations set forth in preceding sentence despite its best efforts, BIAL shall have the right, at the sole cost and expense of the Contractor, to procure the right to continue the use of such infringing Product or Work.

22.3 The Contractor shall defend, indemnify and hold the Indemnities harmless from and against any and all Liabilities arising or brought against or incurred by any Indemnitee for (a) any injury to persons (including physical or mental injury, libel, slander and death) caused by (or relating to the strict liability of) the Contractor, any Subcontractor or its or their respective officers, employees, representatives, personnel or agents ("Indemnifiers") (b) loss or damage to property, caused by (or relating to the strict liability of) the Indemnifiers (c) violations of Applicable Laws, Applicable Permits, codes, ordinances or regulations by the Contractor or any Subcontractor, (d) any claims arising out of or in connection with the Contractor's obligations in accordance with and pursuant to **Section 29 (Confidentiality)** or (e) any other Liability or loss that shall have resulted from any negligent or wilful act, omission or default of the Indemnifiers.

22.4 This Section shall survive the expiry or termination of this Agreement.

## **SECTION 23 - INSURANCES**

The Contractor shall maintain Professional Liability insurance for a sum of ..... The Contractor shall provide to BIAL, insurance certificate(s) showing compliance with these requirements, and providing that, the required coverage and limits shall not be cancelled without thirty (30) days' prior written notice to BIAL.



### **23.1 Contractor Insurances**

Without limiting the Contractor's obligations and responsibilities under the Agreement the Contractor shall, at its cost and expense, purchase and maintain in force the following insurance:

23.1.1 Marine Cargo and Transit Insurance covering loss of or damage to materials and/or manufactured or partly manufactured components, whilst being stored or fabricated in any off-site place of storage or fabrication, or Products for incorporation in the Work to their replacement value; work and/or products and materials in transit by land, sea or air from commencement of loading in the country of origin to delivery to the site or to any off-site place of storage or fabrication; work and/or products and materials in transit by land, sea or air between parts of the site or from any off-site place of storage or fabrication to the site.

23.1.2 The Contractor shall maintain the insurance for its equipment, personnel including workmen compensation, motor insurance and any other insurance required by applicable laws.

23.2 The Contractor shall bear the cost of all excesses (deductibles), exclusions or limitations applying under the said policies. The Contractor shall be responsible for the amount of any deductibles under the Insurances to the extent to which the claim results from an act, omission or default on the part of the Contractor. Regardless of the loss, any deductions in excess of the deductibles prescribed under the Insurances, or any amounts not recovered from the Insurer by the Contractor shall be borne by the Contractor.

23.3 BIAL must be named as additional named insured under all insurance policies taken out under the Agreement, except for the Worker's Compensation.

23.4 The Contractor must ensure that, where applicable, its Subcontractor take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Agreement, unless such Subcontractor are already covered by the policies taken out by the Contractor.

23.5 Unless otherwise provided in the Agreement, the Contractor must prepare and conduct all and any claims made under the policies it effects pursuant to this Clause and where the relevant claim relates to loss or damage to the Work or any part thereof, or any part of the Airport, its surrounding areas or Related Works, will be applied to the repair or reinstatement of such loss or damage. BIAL agrees to give to the Contractor all such reasonable assistance required by the Contractor in progressing an insurance claim.

## **SECTION 24 - FORCE MAJEURE**

Neither Party shall be liable to the other for any delay or failure in the performance by it of any obligation under this Agreement, to the extent affected or prevented by an event of Force Majeure, provided that the Party that is affected by the Force Majeure shall provide notice thereof to the other Party as soon as practicable, but in any event but not later than seven (7) days after the date of commencement of the event of Force Majeure. The affected Party shall use its reasonable endeavours to mitigate the adverse effects of the

Force Majeure event affecting it and shall seek reasonable alternative means for performance of the Work to the extent not affected by the event of Force Majeure. Neither Party shall be entitled to make any claim for fees, costs or expenses incurred as a result of an event of Force Majeure.

## **SECTION 25 - ASSIGNMENT AND SUBCONTRACTING**

- 25.1 The Contractor shall not subcontract the performance of Work or Contractor's obligations under this Agreement in whole or in part, without BIAL's prior written approval. Such approval may be given by BIAL at its discretion and BIAL may require details of the proposed Subcontractor and the identity, shareholding pattern, terms and other details in relation to the proposed Subcontract, prior to giving its approval. BIAL may stipulate other requirements from time to time in relation to the Subcontractor. Notwithstanding the subcontracting of any Work or obligations, the Contractor shall be solely responsible for the performance and discharge of all obligations under this Agreement, and shall be responsible for all acts, omissions and defaults of the Subcontractor as though they were the acts, omissions or defaults of the Contractor. The Contractor shall ensure that every Subcontract shall be capable of being freely assigned in full, without consent or limitation, to BIAL or any other person nominated by BIAL. The Contractor shall not assign or transfer its rights, benefits or obligations under this Agreement to any other person or entity.
- 25.2 BIAL shall be entitled at any time to assign and/or transfer this Agreement or any of the rights, obligations and benefits hereunder (including any securities, guarantees, bank guarantees, parent company guarantees in favour of BIAL pursuant to the terms hereof) to any party, including its lenders or affiliates, either by way of a security or otherwise, without the consent of the Contractor. The Contractor shall enter into necessary agreements to give effect to such assignment or transfer.
- 25.3 All Subcontracts shall bear BIAL Agreement Number or reference and shall contain the following words:  
"The products being supplied against this purchase-order/agreement are subject to expediting/inspection by BIAL and/or assigned representatives including their insurers".
- 25.4 The Contractor agrees to furnish to BIAL three un-priced copies of all Subcontract issued for raw-material and components within seven (7) days of placement of Subcontracts.

## **SECTION 26 - TERM AND TERMINATION**

- 26.1 **Term**  
This Agreement shall come into force and effect from the Effective Date. Unless terminated earlier in accordance with the provisions of the Agreement, this Agreement shall remain valid till eight years.
- 26.2 **Termination by BIAL**  
26.2.1 For cause: In the event:  
(a) any Work performed or provided fails to conform to any of the requirements of the Agreement or the Contractor fails to commence or make progress in



- the manufacture of the Products and/or in relation to the performance of its obligations hereunder so as to endanger timely performance thereof;
- (b) the Contractor abandons or refuses to proceed with any Work;
  - (c) the Contractor does not provide or maintain any performance securities or guarantees required to be provided under the Agreement;
  - (d) the occurrence of a Systemic Defect that is not remedied to the satisfaction of BIAL;
  - (e) the Contractor fails to fulfil or comply or otherwise is in breach of, any of the terms and conditions of this Agreement;
  - (f) engages in behaviour that is dishonest, fraudulent or constitutes a conflict of interest with the Contractor's obligations under this Agreement; or
  - (g) the Contractor becomes insolvent, files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it that is not dismissed within thirty (30) days of such involuntary filing, admits the material allegations of any petition in bankruptcy filed against it, is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or a receiver is appointed for all or a substantial portion of its assets and is not discharged within thirty (30) days after his appointment or reasonable grounds for insecurity arise with respect to the Contractor's performance; or
  - (h) change of Control of the Contractor, at the option of BIAL; where "Control" is the ability to direct or cause the direction of the management and policies of the Contractor, whether by the direct or indirect ownership of voting capital of the Contractor, by control of its board of directors, by contract or otherwise.

BIAL may at its option terminate all or part of the Agreement (i) in the case of the events set forth in paragraphs (a) to (f) above, by giving thirty (30) days prior written notice to the Contractor and the Contractor fails to cure or remedy such event to BIAL's satisfaction, within such thirty (30) day period; and (ii) in the case of the events set forth in paragraphs (f) to (g), forthwith.

**26.2.2 For convenience:** BIAL may terminate or suspend this Agreement for the convenience of BIAL, upon not less than fifteen (15) days' prior written notice to the Contractor, without assigning any reason thereof.

### **26.3 Termination by Contractor**

In the event of non-payment by BIAL of an undisputed invoiced amount beyond ninety (90) consecutive days from the payment due date set out under the Agreement, the Contractor shall be entitled to terminate this Agreement or relevant part thereof with at least thirty (30) days prior written notice to BIAL, unless BIAL cures such event within such thirty (30) day period.

### **26.4 Consequences of Termination**

Upon termination, for any reason whatsoever, BIAL may take over the Work or relevant portion thereof and complete the same by itself or by employing any third party or by any other means. The Contractor shall, to the extent instructed by BIAL:

- 26.4.1 cease all further work as instructed by BIAL and take steps to secure, preserve and protect that part of the Work already performed and any work required to leave the sites in a clean and safe condition;
- 26.4.2 cease placing further Subcontracts to the extent that they relate to the performance of the terminated portion of the Work, and shall promptly obtain the cancellation upon terms satisfactory to BIAL of all Subcontracts existing for performance of the terminated Work or as directed by BIAL, assign to BIAL the benefit of any subcontract and/or any agreement in respect of Product, the performance of any Services and/ or for the execution of Work, any works that the Contractor may have entered into pursuant to this Agreement;
- 26.4.3 inventory, maintain and turn over to BIAL all data, designs, Deliverables, licenses, documents for performance of the Work or relevant portion thereof, including drawings showing the Work performed till date;
- 26.4.4 remove all the Contractor's tools and equipment and remove all personnel engaged by it from the sites;
- 26.4.5 deliver to BIAL the Work performed by the Contractor till the effective date of termination;
- 26.4.6 comply with other reasonable requests from BIAL regarding the terminated Work;
- 26.4.7 continue to perform in accordance with the Agreement such portion thereof as has not been terminated; and
- 26.4.8 pay to BIAL all legal fees and costs incurred by BIAL as a result of default by the Contractor.

## 26.5 Termination Payments

Upon the termination of the Agreement or any part thereof, the Contractor shall be entitled to receive the price for all Products and Services (under such terminated portion) (a) manufactured specifically for BIAL (the Contractor to substantiate with documentary evidence) and delivery of such Products is made to BIAL in compliance with the Agreement, (b) delivered and Accepted by BIAL as on the effective date of termination after ascertainment and deduction of (i) amounts due and recoverable by BIAL from the Contractor; and (ii) in the event of termination pursuant to **Section 26.2.1** (Termination by BIAL; for cause) losses, costs, expenses, Liabilities suffered by BIAL as a consequence of the termination (including without limitation, any late fees and penalties and the difference between the Liabilities incurred by BIAL in completion of the Project and Work hereunder; and the costs in connection with purchasing products, services or work similar to Products, Services or Work provided to BIAL in conformance with this Agreement). If the amounts to be deducted as above exceeds the amount the Contractor is entitled to receive, the positive difference between such amounts shall be payable by the Contractor to BIAL. The amount to be paid by the Contractor pursuant to this Section shall survive termination of the Agreement.

## 26.6 Other rights upon termination

Notwithstanding anything to the contrary contained in the Agreement, termination pursuant to any of the provisions of the Agreement shall be without prejudice to accrued rights of either Party, including its rights to claim and recover money, damages and other rights and remedies which it may have in law or contract. BIAL may have recourse to any performance security, guarantee, retention money or

deposit, for the recovery of amounts due to it from the Contractor under the Agreement.

- 26.7 Provisions contained in this Agreement that are expressly or by their nature intended to survive the termination of this Agreement, shall so survive the termination.
- 26.8 The foregoing rights of termination are in addition to all other rights and remedies provided in this Agreement or at law.

## **SECTION 27 - BACKCHARGES**

- 27.1 BIAL may, in addition to any other amounts to be retained hereunder, retain from any sums otherwise owing to the Contractor amounts sufficient to cover the full costs of any of the following:
- 27.1.1 The Contractor's failure to comply with any provision of this Agreement or the Contractor's acts or omissions in the performance of any part of this Agreement, including, but not limited to, violation of any Applicable Law, including those regarding safety, hazardous materials or environmental requirements;
  - 27.1.2 Correction of Defective or nonconforming Work by redesign, repair, rework, replacement or other appropriate means when the Contractor states, or by its actions indicates, that it is unable or unwilling to proceed with corrective action in a reasonable time;
  - 27.1.3 BIAL agrees to or is required to take action or perform Work for the Contractor, such as cleanup, off-loading or completion of incomplete Work;
  - 27.1.4 If the System or any Sub-system fails to achieve Acceptance when Acceptance Tests are performed for the second time, BIAL shall be entitled to backcharge the Contractor for all costs incurred by BIAL in relation to such second and all subsequent times that the Acceptance Tests are conducted for such System or Subsystem, including costs incurred by BIAL in attending or having its representatives, agents and expert witnesses attend (including travel, and accommodation costs) and making preparations for the Acceptance Tests; and/or
  - 27.1.5 BIAL appoints an expediting agency or expeditor as set out in **Section 5.2**.
- 27.2 BIAL may also backcharge the Contractor for Work done or cost incurred to remedy these or any other Contractor defaults, errors, omissions or failures to perform or observe any part of this Agreement. BIAL may, but shall not be required to, give Contractor written notice before performing such actions or work or incurring such cost.
- 27.3 The cost of backcharge shall include without limitation:
- 27.3.1 Incurred labour costs including all payroll additives;
  - 27.3.2 Incurred net delivered material costs;
  - 27.3.3 Incurred Subcontractor costs directly related to performing the corrective action;
  - 27.3.4 Equipment and tool rentals at prevailing rates in the site;
  - 27.3.5 Cost of utilities consumed; and

27.3.6 A factor of twenty five percent (25%) applied to the total of items 28.3.1 through 28.3.4, above for BIAL's overhead, supervision and administrative costs.

The backcharge notice may request the Contractor's concurrence for BIAL to proceed with the required action or work. The Contractor's failure to concur shall not impair BIAL's right to proceed with the action or work under this or any other provision of this Agreement.

- 27.4 BIAL shall separately invoice or deduct from payments otherwise due to the Contractor the costs as provided herein. BIAL's right to backcharge is in addition to any and all other rights and remedies provided in this Agreement or by law. The performance of backcharge work by BIAL shall not relieve the Contractor of any of its responsibilities under this Agreement, including, but not limited to, express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and meeting the Agreement milestones and project schedules.

## **SECTION 28 - NOTICES**

- 28.1 Any notice and communication hereunder shall be in writing and may be sent by email, facsimile, courier or by registered mail or served personally; to the representative of the respective party and at the address as specified below. Any notice or communication shall be deemed to be given (i) if delivered in person, at the time of and upon delivery; or (ii) if sent by facsimile or by email at the expiration of two hours after the time of dispatch, if dispatched before 3.00 p.m. (local time at the place of destination) on any business day (at the place of destination), and in any other case at 10.00 a.m. (local time at the place of destination) on the next business day (at the place of destination) following the date of dispatch; or (iii) if sent by fully prepaid and properly addressed registered mail or courier, at the expiration of two days after the day of dispatch. In proving service of a notice or communication it shall be sufficient to prove that delivery was made or that the facsimile, email, registered mail or courier was properly addressed and sent.

If to BIAL:

Bangalore International Airport Limited  
Administraton Block, Alpha 2  
Kempegowda International Airport  
Bengaluru 560 300  
Attention: .....

If to the Contractor

Email:

- 28.2 Either Party may change its addresses for notices and representatives by written notice to the other Party.

## **SECTION 29 - CONFIDENTIALITY**

- 29.1 The Contractor shall (i) use the Confidential Information solely for the purposes of performance of the Work under the Agreement and for no other purpose (the

“Specified Purpose”); and (ii) hold the Confidential Information at all times in the strictest of confidence and utilise no less than the highest degree of care that it uses to maintain the confidentiality of its own confidential information and shall not disclose the Confidential Information to any person, other than to:

29.1.1 its personnel, who have a need to know in connection with the Specified Purpose; and

29.1.2 to any other party only with the prior written consent of BIAL;

provided in each case that (i) prior to disclosure of the Confidential Information to any such party, the Contractor shall have appropriate written agreements with such party, sufficient to require that party to treat the Confidential Information in accordance with the terms of this Section; and (ii) it shall be a breach of these Sections in the event any act by any such party results in the Confidential Information not being treated in accordance with this Section.

29.2 The Contractor shall not, unless otherwise agreed (which agreement may be on such general or specific terms as the Parties may determine), disclose to any third party any Confidential Information, which is the property of BIAL or which, otherwise, relates to its business, secrets, dealings, transactions or affairs or which, relates in any way, to BIAL unless, and to the extent that, such disclosure:

29.2.1 is reasonably required for the exercise or performance by either Party of its rights or obligations under this Agreement; or

29.2.2 is required pursuant to any relevant statutory or regulatory requirements or duties or any requirement of the Applicable Law; or

29.2.3 is related to Information, which is already in the public domain, other than as a result of breach of this Clause, by the Party seeking to make such disclosure;

*Provided that*, in the case of any disclosure in accordance with **Sections 29.2.1** or **29.2.2**, the Contractor shall, so far as reasonably practicable, impose on the third party receiving such Information such obligations, as may be appropriate to maintain its confidentiality.

29.3 Notwithstanding what is stated above or anywhere else in this Agreement, the Contractor agrees herein that, BIAL may share the contents of this Agreement and provide the Deliverables developed by the Contractor to such of BIAL’s consultants involved in the expansion Project.

29.4 The Contractor may disclose any Confidential Information to the extent required to do so under the Applicable Law provided that in such event, the Contractor shall (i) promptly notify BIAL and extend reasonable co-operation in any action by BIAL to seek a protective order or take other steps against such requirement; and (ii) use reasonable endeavours to minimise the extent of the information disclosure pursuant to such requirement and obtain confidential treatment for the portion of the information disclosed.

- 29.5 The Contractor shall, promptly upon the request by BIAL return or destroy all Confidential Information including without limitation, all originals, copies, reproductions, extracts and summaries certify to BIAL that it has returned or destroyed such Confidential Information.
- 29.6 The Contractor agrees that the use or disclosure of the Confidential Information in breach of this Section will cause irreparable harm or injury to BIAL, which is incapable of recompense by way of damages. Accordingly, the Contractor agrees that BIAL is entitled to seek injunctive or other appropriate relief to restrain any breach or threatened breach of this Section.
- 29.7 The Contractor shall not without the written permission of BIAL make a reference to BIAL or any company affiliated with BIAL or to the destination or to the destination or the description of the Goods or Services supplied under the Agreement in any publication, publicity or advertising media.
- 29.8 The provisions of this Section shall survive the termination or expiry of this Agreement.

## **SECTION 30 - DISPUTE RESOLUTION**

### **Disputes**

Any controversy, claim, cause of action, demand or other dispute arising out of or relating to this Agreement (collectively the “**Dispute**”) shall be resolved as follows:

#### **30.1 Attempt to Resolve**

BIAL and the Contractor will seek to amicably resolve all Disputes arising between them. If BIAL and the Contractor cannot resolve the Dispute within thirty (30) days of service of notice in writing, by one Party to the other Party to meet to resolve the Dispute or such a period as BIAL and the Contractor may subsequently agree, then it shall be submitted to their respective designated representatives under this Agreement.

#### **30.2 Reference to Arbitrator**

Any Dispute, which the Parties are unable to resolve pursuant to Section 30.1 within thirty (30) days (or such longer period as the Parties may agree) of the written notification by one Party to the other of the existence of a Dispute, shall be finally determined by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 by three (3) arbitrators appointed in the manner stipulated below:

##### **30.2.1 *Selection of Arbitrators***

Arbitration will be held before three (3) arbitrators. BIAL and the Contractor will each appoint one (1) arbitrator with the third arbitrator to be chosen by mutual agreement of the two (2) arbitrators previously chosen. All arbitration proceedings will take place in Bengaluru and shall be conducted in English. The decision of the tribunal is final and binding upon the Parties (and enforceable against them). All the arbitrators must be experienced in resolving large-scale construction-related disputes. No arbitrator shall be the present or former employee or agent of, or consultant or counsel to either Party or in any way, related or closely connected with the Parties.



#### **30.2.1. Attorneys' Fees**

Each Party shall pay the expenses of the arbitration and the eventual liability for the costs shall be in terms of the arbitral award.

#### **30.2.2. Finality of Award**

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with the Applicable Law in any Court having jurisdiction thereof. This agreement to arbitrate extends to all subsequent contracts between the Parties arising out of or related in any way to the Project.

### **SECTION 31 - CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor represents and warrants to BIAL as follows:

- 31.1 it is a company duly incorporated and validly existing under the Applicable Laws of Singapore;
- 31.2 it has the necessary, power and authority and has taken all actions necessary to validate, execute and deliver this Agreement and perform its obligations hereunder;
- 31.3 its obligations under this Agreement will be legally valid and binding and enforceable against it;
- 31.4 the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under, or accelerate any performance required under the its constitutional documents, the terms of agreement, understanding, covenant, or any decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of any Applicable Law;
- 31.5 It is able to pay its debts as they fall due or otherwise is solvent as per Applicable Laws, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed over the whole or any part of its assets or rights, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing under the Applicable Laws of India or any other applicable jurisdiction;
- 31.6 No sums, in cash or kind, have been paid to, or accepted by, any person or will be paid to, or accepted by, any person or on its behalf by way of fees, commission or otherwise to induce BIAL to enter into this Agreement;
- 31.7 The Contractor represents, warrants and covenants that:
  - 31.7.1.all Works do not infringe any Intellectual Property Rights of any third party, nor has any claim of such infringement been threatened or asserted, or pending against the Contractor or its Subcontractor;
  - 31.7.2.all Products comply with all Applicable Laws;
  - 31.7.3.all Software shall be free from viruses, worms, trojan horses, and disabling code and malicious code; and
  - 31.7.4.it has no obligations to any third party that in any way limits or restricts its ability to perform the Work and has obtained all consents, consents, authorizations, licenses, permissions or approvals (including without limitation to third party hardware and software) to provide and perform all

Work and its obligations hereunder, to grant applicable licenses and rights as contemplated hereunder, and to enable BIAL and its affiliates and the Users to fully use, enjoy and operate the Products, the System and other Work.

## **SECTION 32 - CO-OPERATION FOR LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED)**

The Contractor shall cooperate with BIAL for the Leadership in Energy and Environmental Design (LEED) certification program of terminal 1 of the Airport in relation to the Contractor's scope of work and shall provide drawings, plans, manuals, designs, diagrams, calculations, specifications, documents, reports, data any other such information in a form, manner and periodicity as reasonably required by BIAL from time to time. Similar requirements from the lower tier suppliers shall be arranged by the Contractor at no additional cost to BIAL.

## **SECTION 33 - MISCELLANEOUS**

### **33.1 Submission of invoices and Deliverables**

All invoices for payment and the Deliverables shall be addressed to and marked as detailed under:

Bangalore International Airport Limited  
Administration Block,  
Kempegowda International Airport  
Bengaluru 560 300

Kind Attn: .....

Reference: .....

Submission of all such invoices and Deliverables shall be treated as valid only if it is submitted in accordance with the procedure mentioned above and subject to verification and acceptance by BIAL.

### **33.2 Standards and Codes**

Wherever references are made in the Agreement to standards or codes in accordance with which the Work under this Agreement is to be performed, unless otherwise expressly stated, the edition or revision of the standards or codes current on the date of execution of the Agreement shall apply. In case of conflict between any referenced standards and codes and any provision of the Agreement, the Agreement shall prevail.

### **33.3 Governing Law and Jurisdiction**

The Agreement shall be construed, and the legal relations between the Parties hereto shall be determined, in accordance with the laws in India. Subject to the provisions of **Section 30.2**, the courts of Bengaluru, India shall have exclusive jurisdiction.

### **33.4 Counterparts**

This Agreement shall be executed in two (2) counterparts, each of which shall be deemed as original; but, all of this together shall constitute one (1) and the same instrument.

### **33.5 Entire Agreement**



This Agreement supersedes any and all agreements, either oral or in writing, between the Parties hereto with respect to the rendering of Services by the Contractor to BIAL, and contains all of the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

**33.6 Partial Invalidity**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force, without being impaired or invalidated in any way.

**33.7 Amendment**

Any amendment to this Agreement shall become valid only if it is in writing and signed by both the Parties.

**33.8** The Contractor shall bear all stamp duties and registration (if any) charges or similar charges and related expenses in relation to the execution of this Agreement. BIAL shall retain the original fully stamped and registered Agreement and the Contractor will retain a counterpart.

**33.9** The Contractor shall not make any announcements, take any photographs, or disclose or release any information concerning this Agreement, or the subject matter thereof, or any discussions or the existence of prior, current or prospective legal relations between the Parties, to any member of the public, press, business entity, or any official body unless prior written consent is obtained from BIAL.

**33.10** The Contractor shall not advertise in any manner on any part of the Airport or erect, display or use any high powered electric light or any electric sky signs or other electric lights or installations for the purpose of advertisement or use any other type of advertisement or signboards at the Airport without the previous written permission of BIAL. The Contractor confirms that they shall not publicise, advertise, brand, use, put any logo, name plates, etc., on the System or any part thereof whatsoever.

**33.11 Survival of Clauses**

All terms, conditions and provisions of this Agreement, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this Agreement.

**33.12** Any failure or delay by a Party in insisting upon the strict performance of any terms or conditions of this Agreement, or exercise of any rights or remedies provided herein or by law, or to invoke any security or guarantee hereunder or notify a breach, or the acceptance of any payment hereunder, shall not be construed as a waiver of any right or remedy of such Party hereunder. The arrangement recorded in this Agreement is not, and shall not be deemed to be, a joint venture or partnership between the Parties. Nothing in the Agreement shall be deemed to constitute either

Party a partner, agent or legal representative of the other Party. The Contractor is and shall remain an independent contractor in the performance of the Work, maintaining complete control of its employees, agents, Subcontractor and operations required for performance of the Work. The Agreement shall not be construed to create any relationship, contractual or otherwise, between BIAL and any Subcontractor, except to establish BIAL as a third party beneficiary of the contracts with Subcontractor.

#### **SECTION 34 - ON SITE TECHNICAL SUPERVISION BY CONTRACTOR**

The Contractor shall provide installation, testing, commissioning, warranty support, annual maintenance support as per Scope of Work and terms of this Agreement to BIAL. The Contractor shall arrange and provide the Original Equipment Manufacturer (OEM)'s onsite support whenever required at its sole cost (without any liability to BIAL of whatsoever nature) for successful and timely completion of the Works under this Agreement.

#### **SECTION 35 - TRAINING**

The Contractor shall at no additional cost to BIAL provide adequate training, including train the trainer, in the use, operation and maintenance of the System, to designated personnel of BIAL and the Users. The Contractor grants to BIAL the right to use all training course materials that are relevant to the System and the Products on a free-of-charge basis with permission to reproduce the course material for training personnel of BIAL and the Users, including associates and contractors retained for use, operation, maintenance and support of the System.

***[REST OF PAGE INTENTIONALLY LEFT BLANK]***

IN WITNESSES WHEREOF, the Parties have signed this Agreement for Products and Services on the date, month and year first above written in the presence of the following witnesses:

**BANGALORE INTERNATIONAL AIRPORT LIMITED** By

By

Name:

Name:

Designation:

Designation:

In the presence of:

In the presence of:

Witness:

Witness:

Name:

Name:

Address:

Address:

## APPENDIX 1

### Scope of Work & Specifications

TO BE INSERTED FROM RFP

*[REST OF PAGE INTENTIONALLY LEFT BLANK]*

## Technical data sheet and compliance matrix

TO BE INSERTED FROM RFP

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## **APPENDIX 2**

### **Quality Requirements and Standards**

TO BE INSERTED FROM RFP

## **APPENDIX 3**

### **Drawings**

#### **1. Drawings**

- 1.1 The following documents form part of this Agreement and, when taken together, comprise its “Specification”. The Contractor shall always refer to the latest version of documents/drawings referred below during the execution of Work:

TO BE INSERTED FROM RFP

***[REST OF PAGE INTENTIONALLY LEFT BLANK]***

## APPENDIX 4

### Prices and Payment Terms

#### A TOTAL ESTIMATED AGREEMENT PRICE

##### Supply, Installation, Testing and Commissioning

Sl. No.	Description	Unit	Qty	Rate	Amount
1					
2					
3					
4					

##### **Note on Taxes & Duties:**

##### Customs Duty

BIAL has been granted Project Import License concession for the imports relating to expansion project and the same is being registered with the customs authorities. Hence, the goods would be cleared at concessional basic duty instead of normal duties. The Contractor has to support BIAL with respect to additional documentation, if any, which may be necessitated in this regard.

#### B PAYMENT TERMS FOR THIS AGREEMENT

Unless otherwise provided in this Agreement, the milestones for payment are as follows:

##### **SUPPLY, INSTALLATION, TESTING & COMMISSIONING:**

Deliverables	Phase-Wise Payment Milestone	Percentage
Advance amount with Purchase Order as per the format attached in the Agreement. (Vendor Partner to provide BIAL an Advance Bank Guarantee valid up to the UAT Signoff for the said amount of Advance)		

Completion of Supply of Material	
Completion of Installation, Implementation and User Acceptance	
Retention Amount for Three years from Date of UAT Signoff.	

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## **APPENDIX 5**

### **Form of Performance Bank Guarantee**

**TO BE INSERTED FROM RFP**

## APPENDIX 6

### Interfacing Plan

## APPENDIX 7

### Packing Instructions

1. The packing and package shall give the protection required under extreme transport conditions and during storage at the site to prevent damage to or deterioration of the Products. Packing shall be based on internationally acceptable packing norms capable of withstanding rough sea weather and shall be commensurate with the best commercial export practices. Without prejudice to any other liabilities or obligations of the Contractor, the Contractor shall be responsible for all damage(s) to the Products due to improper packing. Fragile articles shall be packed with special precaution and shall bear the marking, like “Fragile-Handle with Care” and/or “This Side Up” etc.
2. All delicate surfaces on equipment/materials shall be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles shall be securely fastened to the bottom of the case and shall be blocked and braced to prevent movement. All threaded fittings and pipes should be greased and provided with plastic caps. Attachments and spare parts of equipment and all small pieces shall be packed in wooden cases with adequate protection inside the case. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated. All protrusions shall be suitably protected and openings shall be blocked by wooden covers. Wherever required or as applicable, equipment/materials shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags for protecting them. Pipes/tubes made of stainless steel, copper etc., shall be packed in wooden cases irrespective of size.
3. The Contractor shall be responsible at its own cost for any palletization, special packaging requirements, providing handling equipment, and construction of approach roads, if required for the handling and management of the Products at site until the incorporation of the Product in the System/ Sub-system.
4. The Contractor shall, not less than two (2) weeks prior to the delivery date of Product, provide to BIAL all logistical details, including the date of shipment, the number of shipments, list of Products, weight, volume and quantity of Products under each shipment, point of shipment, date of arrival at Indian port, expected date of delivery at BIAL designated site, details of the carrier, details of the freight forwarder, copy of insurance cover and all other relevant shipment documents.
5. The Contractor shall make shipment only after prior approval by Inspectors wherever specifically mentioned. As soon as any shipment is made, the Contractor shall send advance information by way of fax message to BIAL. Message should give particulars of shipment with details of equipment on deck, vessels, name, port of shipment, bill of lading no & date. Total Value and Freight value with confirmation.

6. Shipping documents: All documents viz, Bill of lading, Invoices, Packing List, Freight memos, country of origin certificate, Test Certificates, Drawings and Catalogues, Operation and Maintenance Manuals, should be in English language. The Contractor shall provide copies and originals as specified by BIAL.
7. BIAL is limited to six (6) copies of the As-built drawings, documents, data sheets, working drawings, Operation and Maintenance Manuals, and Spare Parts catalogues. In regard to these specific deliverables six complete sets of Electronic Copies shall be provided in the formats in which they are generated.
8. On three sides of the packages, the following marks shall appear, clearly visible and in indelible paint.

From: (Name and address)

For:

Port of Destination:

Item:

Net Weight:

Case No. and Serial No. of total Cases

For every shipment, packages must be marked with serial progressive numbering. All packages that require special handling and transport would have their centers of gravity and points at which they may be slung or gripped clearly indicated and marked "Attention special Load Handle with Care" in English language. Steel tags shall be provided with complete shipping marks for all bundles/bags. A copy of packing list shall be put along with the materials inside each case/crate/carton/pallet.

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## APPENDIX 8

### Key Personnel & Deployment Schedule

- A. The Contractor's Key Personnel for the purpose of this Agreement are as follows::
- B. Engineers Deployed at Airport Project Site

***[REST OF PAGE INTENTIONALLY LEFT BLANK]***

## APPENDIX 9

### Project Schedule

**A. Works Completion Schedule to be followed by the Contractor:**

Sl. No	Milestone	Date
1		
2		

***[REST OF PAGE INTENTIONALLY LEFT BLANK]***

## APPENDIX 10

### Scope of Work during Warranty Period

In addition to Scope of Work as specified in **Appendix 1**, the Contractor shall, during the Warranty Period as per Section 15 - Warranty of the Agreement provide support for the System and all of its associated parts, equipment, components and appurtenances.

The maintenance program for the System to be provided by the Contractor during Warranty Period shall be comprised of the following components:

- a) Routine preventative maintenance program including periodic inspections and replacement of consumables (as proposed by the Contractor and agreed to by BIAL);
- b) Miscellaneous modifications or upgrades to the System as requested by BIAL; and
- c) All materials, test equipment, tools.

#### 1. Routine Preventative Maintenance

The Contractor shall provide a plan for routine preventative maintenance of the System and all of its associated parts, equipment, components and appurtenances during the Warranty Period.

#### 2. Miscellaneous Modifications and Upgrades

BIAL may request modifications or upgrades to the System or any of its parts, equipments, components or appurtenances. In such an event, the Contractor shall prepare and submit a detailed proposal indicating the design solution to effect the modification or upgrade, proposed implementation schedule, costs associated with design, manufacture, delivery, implementation and commissioning, and any other relevant supporting documentation.

BIAL shall review and approve any System modifications or upgrades prior to implementation. Should the Contractor proceed with implementation without the prior written approval of BIAL, the Contractor shall be liable for any costs incurred for or in relation to such modifications and/ or upgrades. Once a modification or upgrade proposal has been approved, Contractor shall provide the necessary Warranty Support for such modification and/ or upgrade without any extra cost to BIAL.

#### 3. Exclusions from Contractor's scope during Warranty Period:

The following shall be excluded from the Contractor's scope during the Warranty Period:

- a) Maintenance, repair and replacement of electrical wiring external to the System.
- b) Any additional inspections, tests, modifications or additions to the Products as recommended ordered by any insurance company or government agency;
- c) Any equipment, controls and related equipment covered under the Agreement that has been damaged by abuse or accident(s) beyond the control of the Contractor, excluding instances where the Contractor should have taken due care to mitigate such incidences as per the terms of the Agreement.

#### 4. Tools And Equipment

The Contractor shall arrange all tools and equipment necessary in the performance of the Services during the Warranty Period at its own costs and expenses without any additional liability to BIAL.

**5. Replacement/ Repair:**

Unless otherwise specified, the Contractor shall replace parts offsite or onsite as asked by BIAL and ship the same to Airport site within 2 days from the Contractor's place via air shipment from the date of intimation by BIAL.

**6. Service Response Times**

The Contractor shall be responsible for providing telephonic support as required under the Agreement on seven (7) days per week, twenty-four (24) hours per day, including holidays.

If the Contractor fails to respond to the request for telephonic support for corrective maintenance from BIAL and/ or maintain service levels mentioned above, BIAL reserves the right to retain another service contractor to address the service problem and the cost thereof shall be claimed from the Contractor. If the Contractor fails to pay the BIAL claim within reasonable period, then BIAL reserve the right to recover this money from the means available including the encashment of Performance Security submitted by Contractor.

The Contractor shall designate at least one service representatives who shall be contactable by BIAL on a twenty-four (24) hour per day basis throughout the year including weekends and all holidays during the validity of the Warranty Period.

The Contractor must provide replacement parts and devices as required during Warranty Period without creating a long delay or prolonged downtime for any of the Product. All repairs/maintenance must be accompanied by a work order number.

**7. Replacement Parts**

Repair / replacement parts shall be by the Original Equipment Manufacturer (OEM) for the specific component, Product or system. Equal quality substitutes may also be used if approved by the BIAL Representative in writing. Any lubricants stored on-site must be in OSHA approved containers.

**8. Alterations Or Modifications**

The Contractor must have the written approval of BIAL prior to initiating any modification or alterations to any items comprising the System and must be well documented on the service report.

**9. Service Reports And Logs**

At the conclusion of each fault, the Contractor shall provide a detailed report to BIAL. Each report must include the Contractor's work order number, the BIAL Unit identification number, the specific location where the work was performed. The detailed report shall include sufficient detail and description to identify the exact work required. General statements on reports will be considered unacceptable.

Each report shall be signed by the Contractor & BIAL Representative. Copy of the signed report is to be left with the BIAL Representative. The Contractor shall establish and maintain a detailed computerized equipment inventory and service log for all replacement parts. The inventory and service log shall be created using a proven proprietary or in-house developed software, the format of which will be agreed upon between BIAL and the Contractor. The Contractor shall submit electronic and hardcopy versions of the inventory and service log to BIAL on a monthly basis.



The Contractor shall maintain and distribute any additional logs which may be required by statute, ordinance or regulation.

**10. Disposal of Parts, Components and Consumables**

For all parts, components, Equipment and consumables removed during rectification of Defects, the Contractor shall be responsible for their all transport costs to Contractor's location. Any payment for such transport costs as mentioned herein shall be in Contractor's account and BIAL shall have no liability towards that.

**11. Safety, Health & Security**

The Contractor shall at all times conduct all operations under this Agreement in a manner to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. The Contractor shall comply with BIAL's Project Safety and Health Plan issued from time to time, Ontario Health and Safety Act and the safety and security norms/guidelines and directives as set forth by BIAL and/or all the regulatory authorities like but not limited to AAI, BCAS, DGCA. If, in the opinion of BIAL, any Contractor personnel contravene any such safety and security norms, the Contractor shall pay to BIAL such liquidated damages.

The Contractor shall, in accordance with the Contractor's established practices, have sole responsibility for implementing its safety and health program, taking all safety and health precautions necessary and continuously inspecting all Products, materials and Work to discover, determine and correct any conditions which might result in any of the aforementioned risks. The Contractor shall furnish all safety equipment and instructions required for the Work and shall maintain and furnish accident, injury and any other records and reports required by applicable laws and regulations or as may be required by BIAL from time to time.

The Contractor shall comply with BIAL's job site security requirements and at all times conduct operations under this Agreement in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any work, materials, equipment or other property.

**12. Warranty Support**

**12.1** The Contractor shall provide Warranty support ("**Warranty Support**") for three (3) years after the date of Acceptance Certificate by BIAL ("**Warranty Period**"). In addition to section 15 and work contained under this Appendix, the following will be scope of warranty support:

12.1.1 During the Warranty Period, all the spares required for the correction of the defects/faults shall be provided by the Contractor at its own cost. After providing replacement parts/spares for every fault, the Contractor shall ensure that spares level of BIAL is replenished for the borrowed spares at all times. The Contractor shall ensure sufficient spares will be supplied to BIAL on priority basis to rectify the Defects/faults.

12.1.2 The guaranteed uptime of the System shall not be less than 99.9%.

**12.2** Test equipment, tools, if any required, shall be the responsibility of the Contractor.

**12.3** The Contractor shall use standard components for replacement. Until and unless permission from BIAL is obtained in writing, at no stage shall the original specifications/system characteristics be changed.

**12.4** In case of a defect in a Sub-system of the System necessitating major repairs in the factory of the manufacturer and/or the Contractor, the same may be taken to the

factory under intimation to the BIAL Representative but only after providing a suitable replacement and ensuring that the System are fully functional with this replacement equipment. However, the original Sub-system has to be reinstated after the repairs have been carried out in the factory at the earliest.

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## APPENDIX 11

### Declaration for Permanent Establishment in India

**(Letterhead of Foreign Party)**  
**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that -

1. [● Name of Beneficiary] is a company tax resident in [● Country] as defined in [● Relevant Article (Article 4)] of the Double Taxation Avoidance Agreement entered into between India and [● Country] (the Treaty).
2. The income is to be remitted to [● Name of Beneficiary] in [● Country] and [● Name of Beneficiary] is the beneficiary thereof.
3. [● Name of Beneficiary] does not have a Permanent Establishment in India as defined in [● Relevant Article (Article 5)] of the Treaty in the year [● (2009-2010)].
4. The income is not derived from/attribution to any Permanent Establishment / fixed base of [● Name of Beneficiary] in India.
5. If the circumstances change and [● Name of Beneficiary] has a Permanent Establishment in India, then [● Name of Beneficiary] shall inform [● Name of Remitter] immediately.
6. In the event there is any income tax demand (including interest) of the tax liability of [● Name of Beneficiary] raised / recovered in India in respect of this remittance, we undertake to pay the demand forthwith and provide [● Name of Remitter] with all information / documents that may be necessary for any proceedings before Income-tax / Appellate Authorities in India.

Dated this \_\_\_\_\_

[● Name of Beneficiary]  
Authorised Signatory

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## APPENDIX 12

### Responsibility Matrix

The responsibility sharing between BIAL and the Contractor includes, but not limited to the following:

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**Annexure 11:  
The Details of Airline DCS**

CUTE/CUPPS - DCS Informations			
Sr.No	Airline	IATA Code	DCS Details
Domestic Airlines			
1	Air India	AI	SITA LAISON
2	SpiceJet	SG	NAVATAIRE
3	Jet Airways	9W	SABRE
4	Indigo	6E	NAVATAIRE
5	Air Vistara	UK	ALTEA
6	AirAsia India	I5	NAVATAIRE
7	GOAir	G8	Radixx
8	Truejet	2T	AIRS
9	Jet Lite	S2	SABRE

CUTE/CUPPS - DCS Informations			
Sr.No	Airline	IATA Code	DCS Details
International Airlines			
1	Lufthansa	LH	ALTEA
2	Malaysia Airlines	MH	SITA LAISON

3	Air Arabia	G9	SITA LAISON
4	TIGER AIR	TR	SITA LAISON
5	Air Mauritius	MK	SITA LAISON
6	Srilankan Airlines	UL	ALTEA
7	Saudi Arabian Airlines	SV	ALTEA
8	Dragon Air	KA	ALTEA
9	Thai Airways	TG	ALTEA
10	Etihad Airways	EY	SABRE
11	Air France	AF	AF VEGA / ALTEA
12	QATAR AIRWAYS	QR	ALTEA
13	SILK AIR	MI	ALTEA
14	Singapore Airlines	SQ	ALTEA
15	Emirates	EK	MACS
16	Oman Air	WY	SABRE
17	British Airways	BA	BA FLY / ALTEA
18	AirAsia	AK	NAVATAIRE
19	Royal Nepal Airlines	RA	SABRE
20	Kuwait Airlines	KU	ALTEA
21	Thai Air Asia	FD	NAVATAIRE

22	indigo International	6E	NAVATAIRE
23	jet airways International	9W	SABRE
24	air india International	AI	SITA LAISON

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## Annexure 12

### Project Plan

AEEBBS Project: Tentative Timelines/ Milestones				
ID	Name	Duration	Start Date	Finish Date
1	AADHAAR Enabled Entry & Biometric Boarding System	325 days	3-Oct-17	31-Dec-18
1.1	Phase-1 Project (Jet Airways, Air Asia & Spicejet)	129 days	3-Oct-17	30-Mar-18
	RFP Release	Milestone	3-Oct-17	3-Oct-17
	Receipt of Pre-bid clarifications	Milestone	17-Oct-17	17-Oct-17
	Meeting & Presentations	14 days	17-Oct-17	3-Nov-17
	BIAL Response to Queries	Milestone	6-Nov-17	6-Nov-17
	Receipt of Techno-Commercial Bids	Milestone	27-Nov-17	27-Nov-17
	Tender Evaluation & Vendor Finalization	23 days	28-Nov-17	18-Dec-17
	Release PO	Milestone	18-Dec-17	18-Dec-17
	Go Live Date (Phase-1)	Milestone	30-Mar-18	30-Mar-18
1.2	Phase-2 Project (All Domestic Airlines)	90 days	20-Jun-18	24-Oct-18
	Go Live Date (Phase-2)	Milestone	24-Oct-18	24-Oct-18
1.3	Phase-3 Project (All International Airlines)	60 days	4-Oct-18	26-Dec-18
	Go Live Date (Phase-3)	Milestone	28-Dec-18	28-Dec-18
1.4	Project Complete	Final Milestone	31-Dec-18	31-Dec-18



Annexure 13

**TEMPLATE FOR NON-DISCLOSURE AGREEMENT**

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this “Agreement”) is entered into on this .... day of \_\_\_\_\_ 2017, (“Effective Date”) by and between

**BANGALORE INTERNATIONAL AIRPORT LIMITED**, a Company within the meaning of the Companies Act, 2013 represented by its Executive Director & President and Authorized Signatory; Mr. Hari K. Marar and having its Registered Office at Administration Block, Bengaluru International Airport, Bangalore 560 300, India, (hereinafter referred to as “**BIAL/Disclosing Party**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns) of the FIRST PART;

**AND**

[REDACTED], a Company within the meaning of the Companies Act, 2013, represented herein by its [REDACTED] and authorized signatory; [REDACTED], having its Registered Office at [REDACTED], (hereinafter called the ‘**Recipient**’, which expression shall mean and include its consortium partners if any, representatives, successors-in-interest and permitted assigns) of the SECOND PART.

BIAL/Disclosing Party and the Recipient are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”, as the context may require.

**WHEREAS**

- A. Pursuant to a Concession Agreement entered into between the BIAL/Disclosing Party and the Government of India, BIAL/Disclosing Party has been granted the exclusive right and privilege to carry out the development, construction, commissioning, maintenance, operation and management of the Kempegowda International Airport, Bengaluru (“Airport”), in accordance with the terms contained therein.
- B. BIAL/Disclosing Party is transforming the Airport into a world class airport and plans to improve its service delivery capability and enhance its customer experience. For this purpose, BIAL/Disclosing Party and Recipient intend to enter into discussions with each other concerning this project (AADHAAR Enabled Entry and Biometric Boarding System) (hereinafter referred to as the “Project/Work/Services”).
- C. BIAL/Disclosing Party intends to provide access to the Recipient to its Confidential Information (as hereinafter defined), of which BIAL / Disclosing Party the sole owner is.

- D. BIAL/Disclosing Party wishes to disclose to the Recipient, and wishes to ensure that the Recipient maintains the confidentiality of, BIAL/Disclosing Party's Confidential Information. In consideration of the benefits to the Parties of disclosing and receiving the Confidential Information, the Parties have agreed to comply with the following terms in connection with the use and disclosure of Confidential Information.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation in this clause apply in this Agreement:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when the banks in India are open for business.

**Confidential Information:** all information, related to the Bidding Process or the Project, including but not limited to howsoever recorded or preserved disclosed or made available, in writing or oral or otherwise, directly or indirectly, by BIAL/Disclosing Party or its employees, officers, representatives, advisers or affiliates to the Recipient and its Permitted Recipients after the Effective Date including but not limited to:

- i. Any information, drawings, designs, specifications, plans, document and/or material, relating or belonging to BIAL/ Disclosing Party of which the Recipient may obtain knowledge of or access to from BIAL/Disclosing Party;
- ii. Information disclosed under or prior to this Agreement or during negotiations or discussions between BIAL/Disclosing Party and the Recipient whether or not set forth in writing;
- iii. All agreements and their supportive documents entered into by BIAL/Disclosing Party;
- iv. Intellectual property and/or software rights, interest and knowledge;
- v. Information described as proprietary or designated as confidential information;
- vi. Information disclosed to BIAL/Disclosing Party by any third party which information BIAL/Disclosing Party is obligated (whether by any relevant law or otherwise) to treat as confidential or proprietary information;
- vii. Any and all other information, data or materials learnt / discovered / made out by the Recipient through inspection of BIAL/Disclosing Party's property regarding BIAL/Disclosing Party's products, designs, business plans, strategies or processes, business opportunities, procurement or supply business plans, strategies or process, sales or marketing plans, strategies or processes, technical plans, strategies, or architecture, financial plans, strategies or processes, research, development, know-how, personnel, or third-party confidential information disclosed to the Recipient by BIAL/Disclosing Party.

viii. All information relating to:

1. The fact that discussions and negotiations are taking place concerning this Project and the status of those discussions and negotiations;
2. The existence and terms of the Request for Proposal and its annexures, Agreement;

ix. All information relating to:

1. the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the BIAL/Disclosing Party or of the BIAL/Disclosing Party's Group, and
2. the operations, processes, product information, know-how, designs, trade secrets or software of the BIAL/Disclosing Party or of the BIAL/Disclosing Party's Group;

x. any information or analysis derived from the Confidential Information;

**“Permitted Recipients”** means the employees, officers, agents and subcontractors of the Recipient as well as the Recipient's holding company (as represented in the Expression of Interest). Permitted Recipients also include the Recipient's professional advisors such as attorneys and accountants.

**“Third Party/ies”** means any person other than the Parties hereto and their Permitted Recipients.

## 2. APPLICABILITY OF THIS AGREEMENT

This Agreement shall apply to all or any Confidential Information provided by BIAL/Disclosing Party to the Recipient, whether or not the same is marked as confidential.

## 3. OBLIGATIONS OF THE RECIPIENT

3.1 The Recipient shall:

3.1.1 treat all Confidential Information received from BIAL/Disclosing Party as proprietary and confidential information of BIAL/Disclosing Party and, unless expressly authorized in writing to do so by BIAL/Disclosing Party, shall not disclose any Confidential Information to Third Parties, except to the Permitted Recipients;

3.1.2 except as authorized in writing by BIAL/Disclosing Party, only use, copy or reduce Confidential Information into tangible, visible, electronic or recorded form or in any other form whatsoever as is strictly necessary in connection with this Project;

3.1.3 protect the Confidential Information with the same degree of care, the Recipient uses to protect its own Confidential Information, but no less than a reasonable degree of care is to be taken;

3.1.4 not to remove, alter, copy, do reverse engineering or deface any proprietary or confidential designations denoted on the Confidential Information;

3.1.5 not, without the prior written consent of BIAL/Disclosing Party, publicly disclose or announce its engagement with BIAL or the results or conclusions (in whole or in part) of the negotiations with BIAL/Disclosing Party;

3.1.6 promptly cease to use the Confidential Information and all copies thereof upon the written request of BIAL/Disclosing Party; and upon the written request of BIAL/Disclosing Party, promptly destroy or return all Confidential Information and all copies thereof to BIAL/Disclosing Party.

3.1.7 provide a confirmation in writing to BIAL/Disclosing Party that all Confidential Information has been returned or permanently destroyed, as the case may be.

3.2 Notwithstanding anything contained herein, the obligations contained in this Agreement shall be binding on the Recipient and shall survive throughout from the date of execution hereof even after the termination of this Agreement.

#### **4. LIMITS TO THE OBLIGATIONS OF THE RECIPIENT**

The obligations contained in clause 3 (“Obligations of the Recipient”) do not apply to Confidential Information:

4.1 which is in the public domain at the time of disclosure or is subsequently made available to the general public by no fault of the Recipient; or

4.2 which becomes available to the Recipient on a non-confidential basis from a source other than BIAL/Disclosing Party, provided that such source, to the best knowledge of the Recipient, is not subject to any prohibition against transmitting such information; or

4.3 which the Recipient reasonably can demonstrate was known to it when the Confidential Information was disclosed by BIAL/Disclosing Party; or

4.4 to the extent it is required by law or other regulation to be disclosed.

#### **5. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT**

5.1 BIAL/Disclosing Party reserves all rights in its Confidential Information. No rights in respect of BIAL/Disclosing Party's Confidential Information are granted to the Recipient and

no obligations are imposed on BIAL/Disclosing Party other than those expressly stated in this Agreement. In particular, nothing in this Agreement shall be construed or implied as obliging BIAL/Disclosing Party to disclose any specific type of information under this Agreement, whether Confidential Information or not.

5.2 Except as expressly stated in this Agreement, BIAL/Disclosing Party does not make any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.

5.3 The disclosure of Confidential Information by BIAL/Disclosing Party shall not form any offer by, or representation or warranty on the part of, BIAL/Disclosing Party to enter into any further agreement in relation to the Bidding Process or the Project or the development or supply of any product or service to which the Confidential Information relates.

5.4 The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, BIAL/Disclosing Party shall be entitled to the granting of equitable relief including without limitation injunctive relief concerning any threatened or actual breach of any of the provisions of this Agreement.

5.5 The Recipient shall be liable to BIAL/Disclosing Party for the actions or omissions of its Permitted Recipients in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

## **6. TERM AND TERMINATION**

6.1 The Term of this Agreement shall be for a period of 10 (ten) years from the Effective Date.

6.2 BIAL/Disclosing Party may, at its option, terminate this Agreement with a fifteen (15) days' prior written notice to the Recipient.

6.3 The obligations of the Recipient under this Agreement shall, notwithstanding any earlier termination of negotiations or discussions between the parties in relation to the Purpose, shall survive even after the termination of this Agreement.

6.4 Termination of this Agreement shall not affect any accrued rights or remedies to which BIAL/Disclosing Party is entitled.

## **7. PROPRIETARY RIGHTS**

Nothing contained in this Agreement shall be construed as expressly or implicitly granting any rights to the receiving party in respect of any patent, copyright, license or other intellectual property right belonging to BIAL/Disclosing Party.

## **8. INDEMNITY**

The Recipient shall indemnify and keep indemnified BIAL/Disclosing Party and its affiliates, and their respective directors, officers, employees, agents and each of its representatives (collectively the “Indemnitees”) from and against any costs, claims, demands, losses or liabilities whatsoever arising out of any breach by the Recipient of its obligations under this Agreement.

Recipient acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by the Recipient and/or any of its representatives and/or any authorised recipient and that any such breach would cause BIAL/Disclosing Party irreparable harm. Accordingly, the Recipient also agrees that, in the event of any breach or threatened breach of this Agreement, BIAL/Disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled to equitable relief, including injunctive relief and specific performance.

## **9. UNDERTAKINGS:**

9.1 The Recipient hereby acknowledges and agrees that:

9.1.1 the Confidential Information provided to the Recipient does not purport to be all inclusive and that no representation or warranty is made as to the accuracy, reliability or completeness of any of the Confidential Information; and,

9.1.2 in respect of this Project, the Recipient is acting as principal and not an agent or broker for any other person interested in evaluating the business and/or the transaction or the assets or liabilities of BIAL/Disclosing Party.

9.2 The Recipient confirms, acknowledges and undertakes that it is and shall remain liable for any act or omission by any of its representatives or an authorised recipient in relation to this Agreement.

## **10. ENTIRE AGREEMENT**

This Agreement alone constitutes the entire Agreement between the Parties in respect of Confidential Information provided and supersedes all previous understandings and agreements in such respect. In the event of any conflict between this Agreement and any other documents relating to the provision of the Confidential Information, the terms of this Agreement shall take priority.

## **11. NO WAIVER**

The Recipient agrees that any failure or delay by BIAL/Disclosing Party in exercising any right, power or privilege under this Agreement, shall not operate as a waiver thereof (in whole or in part), nor shall any single or partial exercise thereof preclude any other or future exercise of any such right, power or privilege.

## **12. NO OBLIGATION**

This Agreement shall not be construed as to create an obligation or to indicate intent to enter into any future contract or agreement.

## **13. GOVERNING LAW AND JURISDICTION**

The interpretation, construction and effect of this Agreement shall be governed by and construed in accordance with the laws in India. All disputes arising in relation to this Agreement shall be settled through a Court of competent jurisdiction at Bengaluru, Karnataka, India. It is hereby clarified that, a dispute would be deemed to have arisen upon the sending of notice in writing by one Party to the other, as to the existence of a dispute. BIAL/Disclosing Party shall have the right to enforce provisions of this Agreement directly against the receiving party. The Recipient acknowledges that any breach of the terms and conditions of this Agreement may cause BIAL/Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Recipient agrees that BIAL/Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Recipient, or otherwise to protect its rights, under this Agreement.

#### **14. SURVIVAL**

The termination of this Agreement shall in no event terminate or prejudice any right or obligation arising out of or accruing under this Agreement.

#### **15. AMENDMENTS**

This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

#### **16. COUNTERPARTS**

This Agreement shall be executed in two counterparts, each of which when so executed and delivered shall be deemed an original but both of which together shall constitute one and the same instrument and any Party shall execute this Agreement by signing both of such originals or counterparts.

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**IN WITNESS** whereof, the Parties have signed this Agreement through their authorised representatives, as above stated, as of the date first hereinabove mentioned.

<p><i>for</i> <b>BANGALORE INTERNATIONAL AIRPORT LIMITED</b></p> <p>By</p> <hr/> <p>Name: Hari K. Marar Designation: Executive Director &amp; President</p> <p>In the presence of:</p> <p>Witness:</p> <p>Name:</p> <p>Address:</p>	<p><i>for</i></p> <p>By</p> <hr/> <p>Name:</p> <p>Designation:</p> <p>In the presence of:</p> <p>Witness:</p> <p>Name:</p> <p>Address:</p>
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## SCHEDULE A

### Scope of Services

#### General Scope

1. Periodic & Preventive Maintenance Contract:
  - a) The Scope of Services includes that the Service Provider shall provide Comprehensive Maintenance Services of all machines installed at the airport as per OEM's recommendations & as per SOP's developed by BIAL, by deputing adequate manpower on round the clock basis including Holidays & Sundays at the Airport. The printed OEM manual for the maintenance work is handed over to Service Provider and the same is accepted and acknowledged by it.
  - b) Preventive and corrective Maintenance, including parts, labour for the following machines supplied as per this project.
  - c) Carry out preventive, predictive & breakdown maintenance of all E-GATES ETC. equipment according to the OEM recommendations and standard SOP's of BIAL & record the same in their corresponding log books, and the shall be provided to BIAL for verification, as and when requested.
  - d) Service Provider shall be responsible for giving immediate notice to the designated BIAL representative of any condition, which he discovers, that may present a hazard to either the equipment or passengers.
  - e) Mobile Phones & Radio Sets

The selected Vendor-Partner should provide their employees with dedicated mobile numbers based on designation, for BIAL to contact in case of emergency.

2. The selected Vendor-Partner shall designate at least one service representative who shall be contactable by BIAL on a twenty-four (24) hour per day basis throughout the valid Term of the Contract including weekends and all holidays.
3. Induction Training & Periodical Refresher Training

The selected Vendor-Partner shall ensure and arrange initial induction training and periodical refresher training for the employees engaged and deployed at the Airport. BIAL engineers may extend its support for familiarization of the equipment's installations. However, the selected Vendor-Partner shall be fully responsible for arranging any external trainer at its own cost and expenses.

4. Service Response Times

The selected Vendor-Partner shall be responsible for providing telephonic support as

and when required under the Contract on seven (7) days per week, twenty-four (24) hours per day, including holidays. If the Service Provider fails to respond to the request for telephonic support for corrective maintenance from BIAL or/and maintain service levels mentioned above, BIAL reserves the right to retain another service provider to address the service problem and cost incurred for such services shall be deducted from the Service Fee.

The selected Vendor-Partner must provide replacement parts and devices as required during the Term without creating a long delay or prolonged down time for any of the products. All repairs/maintenance must be accompanied by a work order number. On provision of replacement parts, the defective parts will become the property of the Service Provider.

#### **5. Service Report and Logs**

Immediately after attending each defect or fault in the E-GATES ETC. machines, the Service Provider shall provide a detailed report to BIAL as per the format pre-approved by BIAL. The detailed report shall include sufficient detail and description to identify the exact work required. General statement on reports will be considered unacceptable.

The Service Provider shall establish and maintain a detailed computerized equipment inventory and service log for all replacement parts. The inventory and service log shall be created using proven proprietary or in-house developed software, the format of which will be agreed upon between BIAL and the Service Provider. The Service Provider shall submit electronic and hardcopy version of the inventory and service log to BIAL on a monthly basis.

#### **6. Disposal of Parts, Components and Consumables**

For all the defective, damaged parts, components, equipment and consumables removed during rectification of defects, the Service Provider shall be responsible for the transport cost and at any point of time and BIAL shall not have any liability towards that.

#### **7. Absenteeism of Deployed Agreed Number of Resources**

- (1) Absenteeism for one day of Site in-charge - Rs. 3000/- per day
- (2) Absenteeism for one day of Engineer/Technician- Rs. 1000/- per shift

## SCHEDULE B

### Liquidated Damages

#### Serviceability:

1. The Serviceability of all the equipment should be maintained at 99.9 % on a monthly basis and arrangements should be made for attending all the faults on the same day without any further delay as per condition of the Contract. If it is found that the monthly serviceability is below 99.9% due to poor preventive maintenance of the work, then liquidated damages will be imposed depending on the percentage of Serviceability for each zone and based on the liquidated damage rate set out in the table below, subject always to clause 2 below of this Schedule B.
2. Percentage of Serviceability shall be calculated as  $\{(Total\ Available\ Hours\ per\ month) - (Downtime\ in\ hours\ per\ month)\} / (Total\ Available\ Hours\ per\ month) \times 100$  excluding the allowable downtime with respect to the nature of fault indicated in the repair time table below.

Shortfall in Performance	Liquidated Damages (% of the monthly Contractual Amount)
<= 1%	1
>1% and <= 3%	3
>3% and <= 5%	5
>5% and <=6%	6
>6% and <=8%	8
>8%	10

3. The liquidated damages shall not exceed the Service Provider's proportional contribution of the actual damages suffered by BIAL; (b) Service Provider's liability in any event shall not exceed any amount more than 10% of the monthly billing of the applicable machine and that cannot be used as a consequence of such delays; (c) No damages shall be assessed for any reason beyond Service Provider's commercially reasonable control, which includes without limitation, any reason that may constitute Force Majeure; and (d) BIAL agrees that payment of liquidated damages by the Service Provider shall constitute the Service Provider's sole liability and BIAL's sole remedy for any failing in the serviceability under this Contract.

#### Airport operations peak hours

Airport operational peak hours at KIAB cover all critical resources that serve passengers during day to day Airport operations. The Airport operates 24X7 through the year.

Domestic arrival peak is between 0700 to 1055 hours during which there are about 42 arrivals and between 1700 to 2255 hours during which there are about 71 arrivals.

Domestic morning departure peak is between 0500 to 1055 hours during which there are about 170 departures at an average of 30 Departures Per hours.

Domestic - Peak Hour Passenger traffic is approximately 5330 PHP

Evening peak is between 1700 to 2155 hours during which there are about 53 departures.

International arrival peak is between 2300 to 0355 hours during this time we have 11 arrivals & departure peak is between 0005 to 0455 hours during this time we have 11 departures.

International - Peak Hour Passenger Traffic is approximately 2210 PHP

Airport resource allocation is centrally managed by Airport Operations Control Centre (AOCC), which houses all Airport stakeholders under one roof and is aimed at optimal resource allocation.

Resource allocation is based on seasonal Airport schedule plan which is supported by daily changes.

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## SCHEDULE C

### AIRPORT FACTSHEET

Particulars	Capacity
Terminal Area	1,61,100 sq mts
Terminal Entry Gates	09
Check-in Counters	86 + 16 self-bag drop areas
CUSS	30 + 16 kiosks and roving units
Domestic Security frisking Pedestals	30
International Security frisking Pedestals	13
X-ray machines at security check - Domestic	18
X-ray machines at security check- International	08
Emigration Counters (Departures)	24
Boarding Gates	26 + 3
Domestic	17
International	10
Swing	02
Aircraft contact stands	15 Code-C or 7 Code-E & 1 Code-F
Immigration Counters (Arrivals)	22
Electronic Visa on arrival	14
Customs hand bag screening	05
Baggage reclaim belts	10
Domestic	5
International	5 (02 belts #6 and #7)work on swing mode

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shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including without limitation and whether or not known to us or you:

- 4.1 any time or waiver granted to the Service Provider;
- 4.2 the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Service Provider;
- 4.3 any legal limitation, disability or incapacity relating to the Service Provider;
- 4.4 any variation of or amendment to the Service Provider or the Services or any other document or security so that references to the Service Provider in this Guarantee shall include each such variation and amendment;
- 4.5 any unenforceability, invalidity or frustration of any obligation of the Service Provider or any other person under the Agreement or any other document or security waiver by you of any of the terms provisions conditions obligations and agreements of the Service Provider or any failure to make demand upon or take action against the Service Provider;
- 4.6 any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and
- 4.7 any petition for the winding up of the Service Provider has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the Service Provider has been made by a Court of competent jurisdiction.

5. This Guarantee shall remain in full force and effect until [specify as per terms of Agreement]. Subject thereto, this Guarantee shall expire when the Advance Payment is paid by us to you in accordance with paragraph 1.

6. We acknowledge and agree that the benefits of this Guarantee may not be transferred or assigned by us. The benefits of this Guarantee may however be assigned in full by BIAL to any person to whom all the benefits of the Contract are transferred, and to the Lenders {being the financial institutions, banks, funds and/or trusts who provide or refinance the debt component of the cost of the Project (including guarantees, risk participation facility, take-out facility and other forms of credit enhancement) and includes any subscriber to/trustee for the holders of debentures/bonds or other securities issued by BIAL to meet or contribute to the cost of such project} or to any agent, representative or trustee acting on their behalf, their assignees and successors in title which will include the right to make second or subsequent assignments but may not otherwise be transferred or assigned without our prior written consent, which consent shall not be unreasonably delayed or withheld. We undertake following receipt of a notice of any such assignment to make any payments made hereunder in accordance with the directions of such assignee.

- 6.1 Any demand, notice or other communication given in connection with or required by this Guarantee shall be made in writing (entirely in the English language) and subject to paragraph 6.2 shall be delivered to, or sent by pre-paid registered post, or facsimile transmission to:
  - (a) Bangalore International Airport Limited at Administration Block, Bengaluru International Airport, Bengaluru 560 300, fax no. +91 80 66782050 and marked for the attention of the Executive Director & President:

(b) the Guarantor at [address and fax no.] marked for the attention of the [];  
or such other address as may be notified in writing from time to time.

6.2 Any such demand, notice or communication shall be deemed to have been duly served:

- (a) if delivered by hand, when left at the property address for service;
- (b) if given or made by pre-paid registered post or facsimile transmission, when received,

provided in each case that if the time of such deemed service is either after 5.00 p.m. on a Business Day (being a day other than a Sunday or a public holiday on which banks are open for domestic business in the city of Bangalore) or other than on a Business Day service shall be deemed to occur instead at 9.00 a.m. on the next following Business Day.

7. This Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this Guarantee hereby submit to the jurisdiction of the Courts of Bengaluru for the purposes of settling any disputes or differences which may arise out of or in connection with this Guarantee, and for the purposes of enforcement under this Guarantee.



