



AIRPORTS AUTHORITY OF INDIA

IT Division, CHQ

REQUEST FOR PROPOSAL

Name of Work	:	Implementation of DigiYatra Facilities at 12 Airports
Last Date & Time of Submission	:	Up To 3.11.2023 (1800 Hrs.)
Cost of RFP Documents	:	₹ 11,800.00 (Non – refundable)
CPP Portal Tender ID No.	:	2023_AAI_169855_1

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Section – I: Request for Proposal

1. Airports Authority of India invites sealed RFP from OEM(s) or Authorized Representative(s) (AR) of the OEM(s) or System Integrator(s) (SI) of the OEM(s) for **“Implementation of DigiYatra Facilities at 12 Airports”** as per the details given below.

S. No.	Name of the work	EMD Amount (INR) excluding GST	RFP Fee (INR)
1	Implementation of DigiYatra Facilities at 12 Airports	₹ 2,00,00,000.00	₹ 11,800.00

2. This RFP is released without indicating Estimated Cost. The intent is to provide suitable opportunity to the Bidders to arrive at a justifiable cost on their own, as the Project involves evolving Technology and development of Software, and quote accordingly.
3. The RFP Fee (Cost of RFP) of the value of **₹ 11,800.00 (Rupees Eleven Thousand Eight Hundred Only)** shall be deposited online through Payment Gateway in CPP Portal or through Net Banking or through NEFT/RTGS Payment Gateway integrated /mapped with CPP Portal.
 - 3.1. Firms that are eligible for waiver of RFP fee such as MSE's in valid category with valid document, for relevant items, have to upload scanned copy of documents in support of this exemption.
 - 3.2. No other instrument shall be accepted for RFP fee.
4. The EMD of the Value of **₹ 2,00,00,000.00 (Rupees Two Crores only)** shall be deposited online through Payment Gateway in CPP Portal or through Net Banking or through NEFT/RTGS Payment Gateway integrated /mapped with CPP Portal.
 - 4.1. The bidder may also submit EMD in the form of Bank Guarantee/ Insurance Surety Bond/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque from any of the Commercial Banks, in favour of “Airports Authority of India” payable at New Delhi.
 - 4.1.1. Scanned copy of the same shall be uploaded by the bidder at CPP portal and hard copy of the same will have to be submitted directly to AAI within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by AAI without making any reference to the bidder. AAI shall not be responsible for any postal or other delays.
 - 4.1.2. The Address for sending EMD in sealed envelope through post/courier shall be as below-
O/o Executive Director (IT)
IT Department, Hanger Building
Safdarjung Airport
Airports Authority of India
New Delhi- 110003
[Kind Attention: Sh. Tapabrata Ganguly, Jt. GM (IT)]

- 4.2. Firms that are eligible for waiver of EMD such as MSE's/startups in valid category with valid document, for relevant items, have to upload scanned copy of documents in support of this exemption.
- 4.3. No other instrument shall be accepted for EMD.
5. All bidders are advised to complete the online payment process (RFP fee/ EMD), at least one day prior to the bid submission end date, in order to allow sufficient time for verification and validation of respective amount(s) in the CPP portal, if the RFP fee and/ or the EMD is being paid through CPP portal online process.
6. The following bank details need to be incorporated by the bidder in the PBG document/ EMD documents in form of BG.

CORPORATE NAME: AIRPORTS AUTHORITY OF INDIA

BANK NAME: ICICI BANK

IFSC CODE: ICIC0000007

BG ADVISING MESSAGE: IFN 760COV (BG ISSUE).

IFN 767COV (BG AMENDMENT)

UNIQUE 'IDENTIFIER CODE: AAICORHQ to be mentioned in field 7037 of the BG

7. The vendor has to issue a letter to its bank which is issuing BG. This letter is for the generation of SFMS (Structural Financial Messaging System) Message from issuing bank to AAI's beneficiary bank (ICICI bank- details given in point 5) for BG confirmation. The format of the letter from a vendor to its issuing bank is given in Annexure – XXII.
8. **Benefits to micro & small enterprises (MSEs)**
As per MSMED Act 2006 & provision (para 10) of Public Procurement Policy order 2012 & amendment till date

8.1. Exemption from paying RFP Fee & Earnest Money Deposit:

Micro and small enterprises (MSEs) – registered with NSIC or District Industries Centres or khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the ministry of micro, small and medium enterprises as MSMED Act, 2006 for goods produced and services rendered – shall be issued RFP Documents free of cost. As per latest DoE OM No F/9/4/2020-PPD dated 12.11.2020, EMD is not applicable for this particular RFP for all bidders.

8.2. Price Preference:

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. **If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the any one of the offered products/ solutions as defined in Annexure – XX, in case of bid for supply of goods. Traders are excluded from the purview of this Policy. In respect of bid for Services, the bidder must be the Service provider of the**

offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

8.3. As it's a turnkey project, the order shall be non-divisible in nature & Purchase Price Preference shall be given to MSE Supplier over Non-MSE Supplier as per following procedure:

- I. If L-1 is not an MSE and technically qualified MSE Supplier (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract shall be awarded to such MSE Supplier subject to matching the L-1 Price.
- II. In case such lowest eligible MSE Supplier fails to match the L1 price, the MSE Supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.
- III. In case none of the MSE Supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- IV. **The margin of Purchase preference shall be 15%.**
- V. The buyers are advised to refer the DoE OM No. F.1/4/2021-PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

8.4. Documentary Evidences to be provided:

The benefit as above to MSEs shall be considered only for goods/ services produced and provided by MSEs for which they are registered. MSEs seeking exemption and benefits shall upload a self-attested copy of valid registration certificate for MSE like NSIC, Udyog Aadhar etc as mentioned above on the CPP Portal, failing which their bid shall be passed over as ineligible for the benefits applicable to MSEs.

9. Public Procurement (Preference to Make in India):

9.1. The Bid is reserved to be procured from Class-I local supplier' or 'Class-II local supplier' only as defined in the GoI Order No P-45021/2/2017-PP (BE-II) Dated 04.06.2020, Dated 16.09.2020 & subsequent notification issued by GoI.

9.2. **As it's a turnkey project, the order shall be non-divisible in nature & Purchase Preference shall be given to Class-I local supplier over Class-II local supplier as well as Non-local supplier as per following procedure: -**

9.2.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contractor will be awarded to L1.

- 9.2.2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- 9.2.3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- 9.2.4. **The margin of Purchase preference shall be 20%.**
- 9.2.5. The buyers are advised to refer the DoE OM No. F.1/4/2021-PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

Note1: - Bidders offering imported products cannot claim services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc as local value addition.

Note2: - If it comes to the notice of AAI that, any suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, AAI may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and / or other items.

- 9.3. For this purpose, a supplier or bidder shall be considered to be from a country if;
- I. The entity is incorporated in that country; or
 - II. A majority or its shareholding or effective control of the entry is exercised from that country; or
 - III. More than 50% of the value of the item being supplied has been added in that country.

10. Procurement from Start-Up(s):

- 10.1. Start-Up benefits will be considered in terms of exemption of EMD, Past Experience and Turnover Criteria.
- 10.2. Start-ups shall be considered for relaxation only for those items/ products for which they are recognized as a "Start-up". Otherwise, they shall need to meet the required technical/ experience and Financial criteria.
- 10.3. **All Start-up must have valid Department of Industrial Policy and Promotion (DIPP) number. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.**

11. Local Content Certificate:

- 11.1. Bidder must submit the Certificate of Local Content as per Annexure – VII from a Statutory Auditor or Cost Auditor of the Company (in case of Companies) or from a practicing Cost

Accountant or practicing Chartered Accountant (in respect of Suppliers other than Companies). All the Pages of the Document must be signed by the certifying authority. In case the Local content certificate is obtained from practicing Chartered Accountant, then the Local content certificate must bear the UDIN generated against the document.

Certificate of Local Content must be supported by Local Content % (percentage) declaration by the OEM, on OEM letterhead, having the address of the Factory location where the value addition is being made by the OEM, for the items under Annexure – XX.

- 11.2. False declaration will be breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred upto two years as per Rule 151 (iii) of the General Financial Rules along with such others actions as may be permissible under law. The Supplier / OEM who has been debarred by any procuring entity for violation for aforesaid clause, shall not be eligible for preference for the duration of the debarment.
- 11.3. Bidders offering imported products cannot claim services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/ CMC etc as local value addition.
- 11.4. The Local Content Percentage mentioned under the individual BoQ Items are applicable only on the overall Bid level. Percentage of Local Content shall be calculated on the overall Bid level for Supply/ SITC items of the BoQ as per the formula provided below-
 - 11.4.1.
$$\text{Local Content Percentage} = \frac{((\text{Sale price of "X1"} - \text{Value of imported content in "X1"}) + (\text{Sale price of "X2"} - \text{Value of imported content in "X2"}) + \dots + (\text{Sale price of "XN"} - \text{Value of imported content in "XN"})) * 100}{(\text{Sale price of "X1"} + \text{Sale price of "X2"} + \dots + \text{Sale price of "XN"})}$$
- 11.5. As per the GoI Order No P-45021/2/2017-PP (BE-II) Dated 04.06.2020, Dated 16.09.2020 & subsequent notification issued by GoI, "Sale Price" means price excluding net domestic indirect taxes and "Value of imported content" means price of imported content inclusive of all custom duties.
- 11.6. **Reciprocity Clause:**

If it comes to the notice of AAI that, any suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, AAI may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and / or other items.

For this purpose, a supplier or bidder shall be considered to be from a country if;

 - 11.6.1. The entity is incorporated in that country; or
 - 11.6.2. A majority or its shareholding or effective control of the entry is exercised from that country; or more than 50% of the value of the item being supplied has been added in that country.

12. Prior Registration of Bidders from Border Sharing Countries:

Any bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with the Competent Authority as per GoI Order No. F.No. 6/18/2019-PPD Dated 23.07.2020 & subsequent notification issued by GoI. The bidder must submit a signed & Stamped copy of Compliance Acceptance Letter on their company letterhead as per Annexure – VIII.

13. The Bill of Material for the Worksites are given in Schedule A: Schedule of Anticipated Quantities of this RFP document.

14. This RFP is invited through electronic bidding process and can be downloaded from the Central Public Procurement Portal (CPP Portal) with URL address “<http://etenders.gov.in>”. Please note that the submission of the RFP is only through the CPP Portal “<http://etenders.gov.in>”. The RFPs will not be accepted in any other form. Further it may be noted that RFPs which are duly submitted on CPP Portal shall only be final and RFPs just saved without submission / publish will not be available to the evaluation committee. Bidders are requested to go through the CPP Portal for guidelines, procedures & system requirements. In case of any technical difficulty, bidders may contact on the following help desk numbers & email ids.

14.1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, and 0120-6277787. International Bidders are requested to prefix 91 as country code.

Note-Bidders are requested to kindly mention the URL of the Portal and CPP Portal Tender ID in the subject while emailing any issue along with the Contact details. For any issues/clarifications relating the RFP(s) published kindly contact the respective RFP Inviting Authority.

Tel: 0120-4001002, 0120-4001005, 0120-6277787 **E-Mail:** support-eproc@nic.in

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

14.3. For any technical Issues / Clarifications relating to the publishing and submission of AAI RFP(s)

14.3.1. In order to facilitate the Vendors / Bidders as well as internal users from AAI, help desk services have been launched between 0800-2000 hours for the CPHP under GePNIC <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPHP).

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

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

Sl. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (MON – SAT)
2.	Sh. Vaibhav, JE (IT)	After 4 Hrs. of Issue	etendersupport@aai.aero or vaibhav_g@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
3.	Sh. Shripati Mishra, Sr. Mgr. (IT)	After 12 Hrs.	shripatim@aai.aero	011-24632950, Ext-3509	0930-1800 Hrs. (MON-FRI)
4.	Sh. Sunil Kumar Jt. GM (IT)	After 24 Hrs.	sunil.km@aai.aero	011-24632950 Ext. 3506	0930-1800 Hrs. (MON-FRI)
5.	General Manager (IT)	After 03 Days	gmit@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

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

14.3.4. The above-mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal. **For queries related to the RFPs published on the portal, bidders are advised to contact concerned Bid Manager of AAI.**

15. E-bids shall be submitted in 2 bids system as follows:

Technical bid	Technical e-Bid (including RFP fee & EMD) documents through CPP Portal
Financial bid	The Financial e-Bid documents through CPP Portal followed by reverse auction.

16. The critical dates for this RFP are as given below:

S. No	Activity	Date	Time
1	Published Date	13-10-2023	1830 Hrs
2	Bid Document Download / Sale Start Date	16-10-2023	0930 Hrs
3	Clarification Start Date	16-10-2023	0930 Hrs
4	Clarification End Date	01-11-2023	1800 Hrs
5	Pre-Bid Meeting of Potential Bidders (Tentative)	02-11-2023	1100 Hrs
6	Reply to Queries by AAI	09-11-2023	1800 Hrs

7	Online Bid Submission Start Date	16-10-2023	0930 Hrs
8	Online Bid Submission End Date	16-11-2023	1500 Hrs
9	Bid Opening Date (Envelop – I)	17-11-2023	1500 Hrs
10	Bid Opening Date (Envelope – II) – Financial Bids (Tentative)	28-11-2023	1100 Hrs
11	Reverse Auction Date (Tentative)	30-11-2023	1100 Hrs

17. Pre-Bid Meeting:

To attend the Pre-Bid meeting, please use the following WebEx link and meeting details:

WebEx Link:

<https://aai-aero.webex.com/aai-aero/j.php?MTID=mb6a50a4e21a9b590d381738eb781da76>

Password:12345

The meeting lobby will open at 10 AM and participants can join until 10:45 AM. Please note that latecomers will not be allowed to enter the virtual conference after 11 AM on 02-11-2023. Additionally, only a maximum of 2 executives from each company are allowed to enter the VC from the lobby. Please make sure to display participant's name along with respective firm's name. If more than 2 executives from the same company join, AAI reserves the right to admit any 2 of them to the meeting from the lobby.

18. Bid Opening Process:

Envelop – I	The Technical bids shall be opened on T+22 (1100 Hrs.). The intimation regarding acceptance/ rejection of their bids will be intimated to the contractors/firms through CPP Portal.
Envelop – II	The Financial bids found to be meeting the qualifying requirements shall be opened depending on Envelope – I evaluation & shall be opened on T+32 (1100 Hrs). Date & Time of Reverse Auction will be intimated after opening of Financial Bid.
Reverse Auction	Status of bidders L1 shall be based on the total price (excluding GST) arrived after financial bid opening. Base price for Reverse Auction shall be the lowest price i.e. L-1 price received in the financial bid opening or as decided by AAI. The auction will be open for the bidders on T+35 (1100 Hrs). During this period the Bidders are allowed to reduce the prices as many times as they desire. For details of Reverse Auction refer Point 3.3 of Section II.

19. A prospective bidder requiring any clarification of the RFP document may request AAI, through CPP Portal well before the due date of query / clarification process and a response to the same shall be published on CPP Portal. Any changes in the RFP conditions in response to the vendor queries shall be published separately as a corrigendum to the RFP document on CPP Portal.

20. All Clarifications issued shall become integral part of the RFP. All Queries from Bidders & their clarifications shall be posted on CPP Portal followed by corrigendum to the RFP document if any of the RFP conditions are altered by the Query response.
21. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off RFP process at any stage without assigning any reason.

Issued by:

J
oint General Manager (IT) CHQ
O/o Executive Director (IT),
Airports Authority of India
Safdarjung Airport, New Delhi-110003
E-mail Id: tapabrata83@aai.aero
(For and on Behalf of Chairman, AAI)

Section – II: Instructions to Bidders

1. **Definitions:**

- 1.1. "AAI / The Buyer/ Indemnified Party" means the Airports Authority of India.
- 1.2. "Bidder" (including the term 'tenderer' or 'seller' 'consultant' or 'vendor' or 'service provider' in this contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 1.3. "Bidder from a country which shares a land border with India" means: -
 - 1.3.1. An entity incorporated, established or registered in such a country; or
 - 1.3.2. A subsidiary of an entity incorporated, established or registered in such a country; or
 - 1.3.3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - 1.3.4. An entity whose beneficial owner is situated in such a country; or
 - 1.3.5. An Indian (or other) agent of such an entity; or
 - 1.3.6. A natural person who is a citizen of such a country; or
 - 1.3.7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
 - 1.3.8. The beneficial owner for the purpose of (1.3) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than

fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
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- 1.4. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
 - 1.5. "Project Manager - AAI" means the AAI executive responsible for signing all documents from AAI side and supervision/ coordination of all the activities of the project with the contractor.
 - 1.6. "Site InCharge - AAI" means the AAI executive responsible for signing all documents from AAI side and supervision/ coordination of all the activities of the project in a particular Site/ Airport/ Station with the contractor.
 - 1.7. "The Supplier / Contractor/ Indemnifying Party" means the individual or firm taking up the work as defined under the Request for Proposal.
 - 1.8. "The Work Order" means the order placed for the supply, installation, testing & commissioning of systems / works by AAI on the Contractor signed by AAI including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.9. "The Purchase Order / Supply Order" means the order placed for the supply of items by AAI on the Supplier signed by AAI including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.10. "Delivery Clearance" is the clearance issued by AAI to the Contractor for supply of Hardware at Airports post Site Survey.
 - 1.11. "The Contract" means the agreement signed between AAI and the Contractor as per the terms and conditions contained in the Works Order / Purchase Order.
 - 1.12. "The Contract Price" means the price payable to the Contractor under the Works Order / Purchase Order for the full and proper performance of its contractual obligations.
 - 1.13. "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit declaration has not been attached, or the required data has not been provided with the Bid or intentional errors have been committed in the Bid.

- 1.14. "CPP Portal" means, a Central Public Procurement Portal specified throughout this document is the online system for Bidders to submit their RFP packages.
- 1.15. "EMD" refers to the Earnest Money Deposit to be submitted by the bidder.
- 1.16. "CCA India" refers to the Controller of Certifying Authorities (CCA), Ministry of Electronics & Information Technology, Government of India.
- 1.17. "BOQ" refers to Bill of Quantity.
- 1.18. "RFP" refers to Request for Proposal.
- 1.19. "CAMC" refers to Comprehensive Annual Maintenance Contract.
- 1.20. "OEM" refers to the Original Equipment Manufacturer.
- 1.21. "SAT" refers to Site Acceptance Test.
- 1.22. "UAT" refers to User Acceptance Test.
- 1.23. "GoI" refers to Government of India.
- 1.24. "SRS" refers to Software requirement Specification
- 1.25. "HLD" refers to High Level Document
- 1.26. "LLD" refers to Low Level Document
- 1.27. "FRTE" refers to Face Recognition Technology Evaluation
- 1.28. "FNIR" refers to False Negative Identification Rate
- 1.29. "Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 1.30. 'Class-I local supplier' means a supplier or Contractor, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier'. As per GoI Order No P-45021/2/2017-PP (BE-II) Dated 16.09.2020, the local content requirement to categorize a supplier as 'Class-I local supplier is minimum 50%.
- 1.31. 'Class-II local supplier' means a supplier or Contractor, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but

less than that prescribed for 'Class-I local supplier'. As per Gol Order No P45021/2/2017-PP (BE-II) Dated 16.09.2020, the local content requirement to categorize a supplier as 'Class-II local supplier is minimum 20%.

- 1.32. 'Non – Local supplier means a supplier or Contractor, whose goods, services or works offered for procurement, has local content less than that prescribed for Class-II local supplier. As per Gol Order No P-45021/2/2017-PP (BE-II) Dated 16.09.2020, the local content requirement to categorize a supplier as 'Class-II local supplier is minimum 20%.
 - 1.33. 'L1' means the lowest bid or the lowest quotation received in a RFP, bidding process or other procurement solicitation as adjudged in the evaluation process as per the RFP or other procurement solicitation.
 - 1.34. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier"/ "Class-II local supplier"/ "MSE Supplier" may be above the L1 for the purpose of purchase preference.
 - 1.35. 'Nodal Ministry' means the Ministry or Department identified pursuant to Gol Order No P45021/2/2017-PP (BE-II) Dated 16.09.2020 in respect of a particular item of goods or services or works.
 - 1.36. 'Procuring entity' means a Ministry or Department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies Act.
 - 1.37. 'Works' means all works as per Rule 130 of GFR-2017, and will also include 'turnkey works'.
 - 1.38. 'Intermediary' means same as defined in Section 2(w) of the IT Act, 2000.
 - 1.39. 'Data Fiduciary' means same as defined in Section 2(i) of Digital Personal Data Protection Act, 2023.
 - 1.40. 'Data Processor' means same as defined in Section 2(k) of Digital Personal Data Protection Act, 2023.
2. **Instructions for Online Bid Submission:**
- The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

2.1. Registration

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

2.2. Searching for RFP Documents

- 2.2.1. There are various search options built in the CPP Portal, to facilitate bidders to search active RFPs by several parameters. These parameters could include CPP PORTAL TENDER ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for RFPs, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a RFP published on the CPP Portal.
- 2.2.2. Once the bidders have selected the RFPs they are interested in, they may download the required documents / RFP schedules. These RFPs can be moved to the respective ‘My RFPs’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the RFP document.
- 2.2.3. The bidder must make a note of the unique CPP PORTAL TENDER ID assigned to each RFP, in case they want to obtain any clarification / help from the Helpdesk.

2.3. Preparation of Bids

2.3.1. Please go through the RFP advertisement and the RFP document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

2.3.2. Bidder, in advance, must get ready the bid documents to be submitted as indicated in the RFP document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

2.3.3. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents and keep it as a repository.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

2.4. **Submission of Bid**

2.4.1. Bidder must consider all corrigendum(s) (if any) published on the RFP document for preparation of bid.

2.4.2. Bidder must log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2.4.3. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the RFP document.

2.4.4. Bidder has to select the payment option as "online mode" to pay the RFP fee as applicable and shall deposit the RFP fee through the Integrated / mapped Gateway in CPP Portal.

2.4.5. Bidders are requested to note that they must necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the RFP document, then the same is to be downloaded and to be filled by all the bidders. They are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells must be changed. Once the details have been completed, the bidder must save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 2.4.6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders must follow this time during bid submission.
- 2.4.7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. Unauthorized persons cannot view the data entered until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded RFP documents become readable only after the RFP opening by the authorized bid openers.
- 2.4.8. The uploaded RFP documents become readable only after the RFP opening by the authorized bid openers.
- 2.4.9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the Portal), the Portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 2.4.10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.5. Assistance to Bidders

- 2.5.1. Any queries relating to the RFP document and the terms and conditions contained therein must be addressed to the RFP Inviting Authority for an RFP or the relevant contact person indicated in the RFP.
- 2.5.2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

2.6. Conflict of interest among bidders

- 2.6.1. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practises to the detriment of Procuring Entity's Interests. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;
 - 2.6.1.1. They have controlling partners (s) in common; or

- 2.6.1.2. They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- 2.6.1.3. They have the same legal representative/agent for purposes of this bid; or
- 2.6.1.4. They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- 2.6.1.5. Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/subassembly/assemblies from one manufacturer in more than one bid; or
- 2.6.1.6. Bidder offers same product (as sought in the Bill of Materials) from two or more manufacturers; or
- 2.6.1.7. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- 2.6.1.8. In case of a holding company having more than one independent manufacturing units, or more than one unit having common business ownership/ management, only one unit must submit the bid. Similar restrictions would apply to closely related Parent/ Group/ Sister companies. Bidder must proactively declare such entities in same/ similar line of business.

2.6.2. Violation of aforesaid clauses shall lead to disqualification of all the bids related to the particular bidder.

2.7. Compliance:

2.7.1. The submission of the RFP will imply acceptance of all the RFP condition by the bidder laid in RFP document including all the Annexure(s) & schedules to the RFP document.

2.7.2. The compliance to the terms & conditions must be supported by authenticated documentation wherever required.

2.7.3. Each page of the Bid and cuttings / corrections shall be duly signed with stamp by the bidder. (Not applicable for CPP Portal RFP).

2.8. Language and Currency:

2.8.1. The bidder shall quote the rates in English language and international numerals. The rates shall be in whole numbers. The rates shall be written in both figures as well as in words. Over writing is not permitted. In case of disparity in figures & words, the rate in words will be considered.

2.8.2. The Proposal must be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in

English language is required and must be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.8.3. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided under this contract will be English. The bidders must quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.

2.9. Standard Conditions:

2.9.1. Standard printed conditions of the bidder to the offer, other than the conditions specified here, will not be acceptable.

2.9.2. For the purpose of the RFP, the metric system of units shall be used.

2.9.3. Bidder's offers shall be with reference to section and clause numbers given in the RFP schedules.

3. Envelop – I: Eligibility cum Technical Bid

Bidders shall upload scanned copy of following documents in readable form at NIC CPP Portal corresponding to each criterion mentioned below.

3.1. Minimum Eligibility Criteria

Bidders shall upload self-certified scanned copies of documentary evidences in readable form at NIC CPP Portal corresponding for each criterion mentioned below. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

3.1.1. RFP fee as mentioned in “Section – I: Request for Proposal”. **Bids not accompanied by the requisite RFP fee or valid exemption document shall be rejected straightaway.**

3.1.2. Earnest Money Deposit as mentioned in “Section – I: Request for Proposal”. **Bids not accompanied by the requisite EMD or valid exemption document shall be rejected straightaway.**

3.1.3. **Unconditional Acceptance Letter:** Unconditional Acceptance of all RFP condition as per AAI Format as per Annexure – II must be submitted on their company letterhead.

3.1.4. **Undertaking regarding Debarment/ Blacklisting:** Bidder is required to submit an undertaking regarding Debarment/ Blacklisting, on their company letterhead as per format in Annexure – III.

If the claim of the bidder is found to be wrong during the bid evaluation process, or during the currency of the contract, his bid/ the contract, as applicable, is liable to be rejected/ cancelled.

- 3.1.5. **Power of Attorney:** Notarized Power of Attorney on a Non-Judicial Stamp Paper Costing ₹ 100/- (Rupees One Hundred Only) as per Annexure – IV authorizing the designated executive to sign all documents on behalf of the company or firm, if the bid is not signed by the Director of the Company or Partner / Proprietor of the Firm, must be submitted.

In case of Companies, Board Resolution authorizing the designated executive to sign all documents on behalf of the company, duly certified by the Company Secretary, to the effect that the said Board Resolution is valid on the date of submission, if the bid is not signed by the Director of the Company, must be submitted.

- 3.1.6. **RFP Acceptance:** The bidder must submit a signed & Stamped copy of RFP Acceptance Letter on their company letterhead as per AAI format as per Annexure – V.

- 3.1.7. **Integrity Pact:** The bidder must submit Integrity Pact as per Annexure – VI. All pages of Integrity Pact are to be signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company.

The Bidder shall commit itself to ensure taking all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage as specified in the Integrity pact.

Any breach of the aforesaid provision by the Bidder or any one employed or action on his behalf (whether with or without the knowledge of the Bidder) shall entitle the authority to take all or any one of the actions as specified in the Integrity pact.

Any Bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightaway.

- 3.1.8. **Local Content Certificate:** The Bidder must submit the Certificate of Local Content as per Annexure – VII from a Statutory Auditor or Cost Auditor of the Company (in case of Companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of Suppliers other than Companies). In case the Local content certificate is obtained from practicing Chartered Accountant, then the Local content certificate must bear the UDIN generated against the document.

- 3.1.8.1. Certificate of Local Content must be supported by Local Content % (percentage) declaration by the OEM, on OEM letterhead, having the address of the Factory location where the value addition is being made by the OEM, for the items under Annexure – XX.

- 3.1.8.2. False declaration will be breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred up to two years as per Rule 151 (iii) of the General Financial Rules along with such others actions as may be permissible under law. The Supplier / OEM who has been debarred by any procuring entity for violation for aforesaid clause, shall not be eligible for preference for the duration of the debarment.
- 3.1.9. **Land Border share Compliance Certificate:** The bidder must submit a signed & Stamped copy of Compliance Acceptance Letter on their company letterhead as per Annexure – VIII.
- 3.1.10. **GST and PAN:** The Bidder must have valid GST and PAN in India or any regulatory requirement in that region. Attested Copy of the Document GST, PAN Card must be uploaded.
- 3.1.11. **Company Registration:** The Bidder must be an individual IT / IT Service / ITES Company registered in India under the Companies Act, 1956, or partnership registered under the Indian Partnership Act 1932 or Limited liability/ partnership firm registered under the Limited Liability Partnership Act 2008. Certificate of Incorporation or Memorandum of Association or Partnership Deed or Proprietorship Deed as the case may be, attested Copy of the same must be uploaded.
- 3.1.12. **Operational Status of Bidder:** Bidder must have been in operation for a period of at least 3 financial years (i.e. for FY 2020-21, FY 2021-22, FY 2022-23) in India prior to the date of submission of bid. Certificate from Chartered Accountant to this effect, with valid UDIN must be submitted.
- 3.1.13. **Notarized Translation:** Notarized translation in English shall be submitted if language of any of the above documents is any language other than English.
- 3.1.14. The bidder must be an Original Equipment Manufacturer (OEM)/ Authorized Representative (AR) of OEM / System Integrator (SI):
- 3.1.14.1. The Bidder shall submit RFP Specific Manufacturers Authorization Form/ Certificate from OEM (Sample is available at Annexure – XIX) for each of the items under Annexure – XX, i.e. - Biometric Gate, CISF Tablet and Biometric Pod, if RFP is being submitted on behalf of the OEM.
- 3.1.14.2. Extension of support by OEM for the specified warranty period must mandatorily be mentioned in the said document.
- 3.1.14.3. In case of OEM, proof of being Original Equipment Manufacturer (OEM) (letter from the authorized signatory) shall be submitted along with the confirmation of extending the required warranty for the product.
- 3.1.14.4. An OEM is identified as the company that holds title to the Intellectual Property Rights of the supplied components/items/technology or brand.

- 3.1.15. **Technical Specification Compliance:** Bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all items & Services, which he proposes to supply under the contract. Documentary evidence of the Items & Services in conformity to the Bid documents shall be in the form of RFP Specific Authorization & Compliance Statement for the Product that shall be supplied. Following Technical Specification Compliance Statement shall be uploaded along with the documents for Technical Bid as per Annexure – XX.
- 3.1.15.1. Technical Compliance Statement for items under Annexure – XX must be submitted by Bidder on OEM's Letterhead. **Supporting Document / Brochures/ Datasheet / Literature in support of Technical Specifications compliance shall be submitted by the Bidder.**
- 3.1.15.2. OEM must provide the Make & Model/Part no. of the items that shall be supplied in the compliance statement. Same Make & Model shall be supplied at the time of execution of the order.
- 3.1.16. The Bidder must submit Certificate from Face Recognition Technology (FRT) OEM certifying that its algorithm is listed in the latest **NIST (FRTE VISA BORDER) Report with value under Investigation is FNIR (1600000, 0, 1) <= 0.01 and Identification is FNIR (1600000, T, L+1) <= 0.01 at an accuracy of 97%.** This certificate may be subject to cross verification. The bidder must deploy the same algorithm for this Project for which above mentioned documentary evidence has been submitted.
- 3.1.17. The Bidder must submit credential letters from 2 or more airport customers worldwide, specifying that the make of Biometric Gates proposed for this project are installed at their airport and have average uptime of 99.5% or better.
- 3.1.18. The Bidder must submit a certificate for "CSP Authorization" as per Annexure – XXI and an undertaking for "Data requests, physical security standards, compliance to the directions of CERT-In & NCIIPC and data center logs retention" as per Annexure – XXVII from Cloud Service Provider (CSP).
- 3.1.19. **Checklist – I:** Duly filled up Checklist as per Annexure – I.
- 3.1.20. The Bidder shall provide Pre-Qualification Documents as specified in this section. Lack of submission of any of the specified qualification documents or submission of any of the specified documents in a manner which is in non-conformance with the relevant clause of this RFP document may result in rejection of the RFP.
- 3.1.21. Uploading of application/ documents in location other than the designated places/ locations in the CPP Portal shall not be considered. Hard copy of application shall not be entertained.

3.2. Technical Evaluation Criteria:

- 3.2.1. Technical Evaluation shall be carried out only for the eligible bidder(s), evaluated as per the Minimum Eligibility Criteria (Clause 3.1 above).
- 3.2.2. **At no cost to AAI, as a part of Technical Evaluation, the bidder participating in this RFP may be required to demonstrate (any or all) of overall solution architecture, at a location considered fit by the AAI.**
- 3.2.3. **Scoring Criteria for Technical Evaluation:** The scoring criteria to be used for Technical Evaluation of the eligible bidders is detailed in table below:

Sl. No.	Evaluation Parameter	Marking Scheme	Max Marks	Document To be submitted
Financial Standing of Bidder				
1	Net Worth (as on 31.03.2023)	Evaluation will be done on following criteria: 1 mark shall be given for each slab of Rs 2 (Two) Crore(s), or part thereof, maximum being 20 marks. For the purpose, submitted figures will be rounded off to the nearest Crore.	20	Net worth statements for the last financial year (FY 2022-23), certified from the CA with valid UDIN. Scanned Copy uploaded. Yes / No
Technical Expertise of Bidder				
2	Expertise in Automated Facial Recognition Projects	Expertise of bidder/ parent company/ Group company(ies) for successful implementation of Automated Facial Recognition Projects during the last seven (7) years from the date of publication of bid. Maximum of two citations (each having a minimum of 10 facial recognition touch points) are to be submitted for Projects using Automated Facial Recognition – 5 Marks per project.	10	Bidder must submit Work order along with Proof of Satisfactory Service from customer with relevant details as sought in marking scheme. Scanned Copy uploaded. Yes / No
3	Expertise in SITC of Biometric Gates	Expertise of bidder/ parent company/ Group company(ies) for Supply, Installation, and Implementation of Biometric Gates	10	Bidder must submit Work order along with Proof of Satisfactory Service from customer with relevant

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Sl. No.	Evaluation Parameter	Marking Scheme	Max Marks	Document To be submitted
		<p>during the last seven (7) years from the date of publication of bid.</p> <p>Maximum of two citations are to be submitted that will be marked as per the following criteria on per project basis: -</p> <p>Less than 50 Biometric Gates (in a single project) = 2.5 Marks per project.</p> <p>Equal to or more than 50 Biometric Gates (in a single project) = 5 Marks per project.</p>		<p>details as sought in marking scheme.</p> <p>Scanned Copy uploaded. Yes / No</p>
4	Expertise in Software System Integration	<p>Expertise of bidder/ parent company/ Group company(ies) for Development/ Deployment, hosting management, operations and maintenance of software system along with integration of other external system/ sub-systems during the last seven (7) years from the date of publication of bid.</p> <p>Maximum of two citations are to be submitted that will be marked as per the following criteria on per project basis: -</p> <p>Non-airport projects = 5 Marks per project</p> <p>Airport projects = 10 Marks per project</p>	20	<p>Bidder must submit Work order along with Proof of Satisfactory Service from customer with relevant details as sought in marking scheme.</p> <p>Scanned Copy uploaded. Yes / No</p>
5	Expertise in Cloud Deployment	<p>Expertise of bidder/ parent company/ Group company(ies) for deployment of a cloud solution from MEITY empaneled Cloud Service Provider/ NIC cloud, ensuring all data (including backup) resides within national boundary of India and maintain system for at least 1 year or more post Go Live during the last seven (7) years from the date of publication of bid.</p>	5	<p>Letter from any one of MEITY empaneled Cloud Service Provider (CSP)/NIC cloud certifying bidders Expertise with emphasis on ensuring all data (including backup) resides within national boundary of India for at least 1 year or more post Go Live of project. All document must on respective letterhead of</p>

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Sl. No.	Evaluation Parameter	Marking Scheme	Max Marks	Document To be submitted
		Maximum of one citation is to be submitted that will be marked as per the following criteria: - One Project = 5 Marks		CSP, duly Stamped & Signed, must be uploaded. Scanned Copy uploaded. Yes / No
6	Expertise in Cyber Security & data Protection	Expertise of bidder/ parent company/ Group company(ies) handling and ensuring Data privacy & Security standards as per CERTIN/ NCIIPC, Vulnerability Assessment and Penetration Testing (VAPT) and maintain system for atleast 1 year or more post Go Live during the last seven (7) years from the date of publication of bid. Maximum of two citation are to be submitted – 5 Marks .	10	Letter from customers specifying successful VAPT for deployed Solution along with vulnerabilities monitoring for atleast 1 year or more post Go-Live, to achieve uptime of minimum 99.5% or better. All document must on respective letterhead of customer, duly Stamped & Signed, must be uploaded. Scanned Copy uploaded. Yes / No
7	Expertise in DigiYatra/ Biometric Boarding Systems (BBS)	Expertise of SITC Contract involving Supply, Installation, Operations and Management of DigiYatra/ BBS Systems at any Operational Airport having annual passenger movement of 1 million or more during the last seven (7) years from the date of publication of bid. Airport entry, SHA, Boarding Gate & Transfer area – each of them will be considered as one touchpoint. Maximum of one citation is to be submitted that will be marked as per the following criteria on per project basis: Projects with Biometric PAX Processing at utmost two touchpoints (any defined touchpoint) – 5 Marks . Project for End to End PAX Processing (atleast 3 touchpoints, including boarding gate) - 10 Marks .	10	Bidder must submit Work order along with Proof of Satisfactory Service from customer with relevant details as sought in marking scheme. Scanned Copy uploaded. Yes / No

Sl. No.	Evaluation Parameter	Marking Scheme	Max Marks	Document To be submitted
8	Proposed Overall Solution Architecture	<p>Evaluation will be done on the Submitted Document/ Demonstration comprising of the following Sections:</p> <p>Technical architecture – 1.25 marks Cyber Security and SLA Implementation – 1.25 marks Cloud Deployment & Scalability – 1.25 marks Data Flow & Dashboard – 1.25 marks</p>	5	<p>Bidders must provide signed & stamped Solution Architecture with details as per marking scheme and project requirements as detailed in Section V of RFP.</p> <p>Scanned Copy uploaded. Yes / No</p>
9	Technical Presentation	<p>Evaluation will be done by AAI for following Sections:</p> <p>Technical Presentation – 10 marks.</p>	10	<p>Bidders must provide the details as per marking scheme and project requirements as detailed in Section V of RFP.</p> <p>Scanned Copy uploaded. Yes / No</p>

3.2.4.All calculations will be up to 2 places of decimal. The individual score in the quality parameter and the final score will be calculated up to two places of decimal.

3.2.5.Technical Criteria may be evaluated for individual Company or Parent Companies or Group Companies as indicated above. Bidding firm must submit valid documents specifying the relationship. In cases, Group Company/Parent company references is provided, Bidder shall provide an undertaking from the Group/Parent Company that the credentials/references are used for this RFP and they shall provide full support and services as outlined under Scope of Work for this RFP.

3.2.6.**Proof of Satisfactory Service:** Bidder shall submit Work Order along with Work Completion / Go- Live / Conditional Go-Live Certificate issued by the customer with complete details of works claimed in respect of the experience of works claimed by Bidder against execution of works listed above.

3.2.6.1. It stands clarified that for multi-year contract including both Capital Work/Procurement and Maintenance/Operations, Completion / Go- Live / Conditional Go-Live certificate only for the Capital work/ Procurement part of the contract shall also be accepted.

3.2.6.2. Bidder shall submit Performance/ Experience Certificate in respect of the works claimed against experience. These certificates may be duly attested and issued by

the end-user agencies for whom the works have been carried out and shall be endorsed by the bidder, clearly indicating the following:

- 3.2.6.2.1. Name & Scope of work
- 3.2.6.2.2. Date & No. of Contract/ Order
- 3.2.6.2.3. Contract value/ quantity
- 3.2.6.2.4. Completed value of work
- 3.2.6.2.5. Date of completion/ Go-Live/ Conditional Go-Live of work
- 3.2.6.2.6. Any other relevant details as sought in the marking scheme.

- 3.2.7. During the bid evaluation (at any stage whether during pre-qualification, technical or financial evaluation), AAI may, at its discretion, ask the Bidder for a clarification of its bid and the decision of AAI or Technical Evaluation Committee (TEC) will be final. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

3.2.8. **Selection Criteria (Methodology):**

- 3.2.8.1. Least Cost based Selection (LCS) criteria shall be adopted for technical evaluation of bid(s).
- 3.2.8.2. Minimum qualifying marks for quality of the technical proposal shall be 75 (seventy-five) out of maximum 100 (hundred).
- 3.2.8.3. Only those Bidders who score 75 (Seventy-Five) or more in technical evaluation as Technical Score shall be technically qualified.**
- 3.2.8.4. In case of less than two bidders are technically qualified as per the aforementioned criteria, AAI may, at its discretion, reduce the minimum qualifying marks to 70 (Seventy) to enhance competition.
- 3.2.8.5. Financial bid of only those bidders, who have qualified technically as per the aforementioned criteria, shall be processed. The work shall be awarded to the bidder with Lowest financial quote (L-1), post reverse auction.

4. **Envelop – II: Financial Bid:**

- 4.1. Financial Bids of those vendors who qualify technically shall be opened electronically at CPP Portal. Time and date of opening shall be notified in through CPP Portal.
- 4.2. The Financial Comparison for evaluation shall be based on the total cost of the bid, exclusive of GST but inclusive of taxes, levies and charges.
- 4.3. All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the RFP document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes (excluding GST) and other details (such as name of the bidder).

- 4.4. No other cells must be changed. Once the details have been completed, the bidder must save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4.5. **Bidder shall be able to Quote the Rates for the Capital (CAPEX) Items of the BoQ only, i.e. for items under Sub-head 1 to Sub-head 6 of Schedule – A.**
- 4.6. **The Rates of the CAMC (OPEX) Items of the BoQ, i.e. items under Sub-head 7 to Sub-head 12 of Schedule – A, shall be calculated based on the Predetermined Percentage of the corresponding Capital (CAPEX) Item.**
- 4.6.1. Mapping of CAMC (OPEX) Items of the BoQ against the corresponding Capital (CAPEX) Item as per Schedule – A for Year 1 to Year 6 are appended below:

SL. No	CAMC (OPEX) Items – for Year 1 to Year 6	Corresponding Capital (CAPEX) Item as per Schedule – A
1	CAMC of AAI DY Central Application on cloud	1.01
2	CAMC of Integration and Networking between Digi Yatra APP and AAI DY Central Application	1.02
3	CAMC of Integration and Networking between all operational Airlines DCS and AAI DY Central Application	1.03
4	CAMC of Local Airport infrastructure setup, each airport basis.	2.01
5	CAMC of Airport specific integration on cloud environment, each airport basis.	2.02
6	CAMC of Biometric Gate - each touchpoint basis.	3.01
7	CAMC of Biometric Pods - each touchpoint basis.	4.01
8	CAMC of CISF Tablet - each touchpoint basis.	5.01

- 4.6.2. Predetermined Percentage of the CAMC (OPEX) Items of the BoQ against the corresponding Capital (CAPEX) Item, to be calculated on a Yearly basis, will be as per below table:

SL. No	Year of CAMC (OPEX) Items	Predetermined Percentage against the corresponding Capital (CAPEX) Item
1	Year - 1	11.09%
2	Year – 2	11.21%
3	Year – 3	11.34%
4	Year – 4	11.47%
5	Year – 5	11.52%
6	Year – 6	11.58%

5. Reverse Auction:

- 5.1. This RFP shall be decided on the basis of online Reverse Auction after opening of financial bid. Here, reverse auction shall be carried out among the technical qualified bidders based on the lowest price offered in the financial bids (in case of Reverse Auction Process) where-in only L1 consolidated price shall be visible to the bidders.
- 5.2. The Reverse Auction shall be conducted on the overall RFP prices and not on individual components. Base price for Reverse Auction shall be the direct L-1 price received in the financial bid opening or as decided by AAI. The auction will be open for the bidders on specified date & time. During this period the Bidders are allowed to reduce the prices as many times as they desire.
- 5.3. Bidders are advised to prepare well in advance regarding maximum reduction they can offer on their proposal keeping in view the limited time allowed for reverse auction.
- 5.4. Bidders whose technical & financial bids are accepted and are allowed to participate in Online Reverse Auction on CPP portal.
- 5.5. The due date and time of conduct of Reverse Auction and price bid opening shall be intimated in advance to the bidders, through CPP portal.
- 5.6. Reverse auction process will be conducted for a period of one hour where the bidders will be allowed to reduce their prices.
- 5.7. In case any bidder submits the price within 5 minutes of closing of reverse auction timing, the system will automatically extend the reverse auction time to further 15 minutes. All participant bidders can reduce the price during this time.
- 5.8. If the above situation repeats, i.e. a bidder submits price reduction in last 5 minutes of closing of auction, further 15 minutes extension will be automatically allowed. The number of extensions in RA is not restricted. System will perform auto extension.
- 5.9. After Auction end time, System will generate price comparative chart, which will show the names and rates of bidders quoted in the RFP as well as (L1) rates quoted by Bidder in the auction. Status of L1, L2, L3 will be derived as follows: -
 - 5.9.1. The financial bid will be adjusted on pro rata basis item wise, as per the discount provided in terms of percentage after reverse auction.
 - 5.9.2. Status of L1, L2, L3 bidder shall be decided on the basis of the final offer obtained after addition of AMC cost based on Predetermined AMC percentages.
 - 5.9.3. Purchase order will be on the L1 price quoted in the reverse auction by the bidder including Predetermined AMC cost.

- 5.9.4. After selection of L1 bidder (if L1 price is received through Reverse Auction), itemized cost for the Contractor shall be calculated by reducing the bided items cost (quoted price as per Schedule-A) on pro-rata basis. For this purpose, reduction in the overall price from reverse auction is applied on pro-rata basis to each item of Schedule –A and accordingly purchase order / contract shall be awarded. The EMD of bidder who fails to adhere to the Auction price shall be forfeited and the vendor shall be Black listed as per rules.
- 5.9.5. The rates received in the Auction shall be **final and exclusive of GST**.
- 5.10. Bidders shall be informed regarding Reverse Auction and they may contact Helpdesk for the guidance on RA process.
- 5.11. If required, AAI may arrange training to all eligible bidders on formal request on the Online Reverse Auction process prior to conduct of Online Reverse Auction. For reference, reverse auction manual is at Annexure – XXVI.
- 5.12. Bidders shall confirm process of Reverse Auctioning after getting invitation of process. If any change in the process, or bidders desire so, training on the process shall be given in AAI premises New Delhi.
- 5.13. Reverse Auction may be conducted online with vendors from their own offices.
- 5.14. The Bidder's names, bid prices, modifications, bid withdrawals and such other details as the Buyer, at its discretion, may consider appropriate; will be announced at the opening.
6. **Cost of Bidding:**
- The Bidder shall bear all costs associated with the preparation and submission of the bid. The Buyer, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
7. **Bid Document:**

The required materials, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include –

Section – I	Request for Proposal
Section – II	Instructions to Bidders
Section – III	General Terms & Conditions of the Contract
Section – IV	Special Terms & Conditions of the Contract
Annexure – I	Checklist for Technical Bid
Annexure – II	Proforma of Unconditional Acceptance of AAI's RFP Conditions
Annexure – III	Proforma of Undertaking regarding Debarment/ Blacklisting
Annexure – IV	Power of Attorney Format for Authorized Person(s)
Annexure – V	Proforma of RFP Acceptance Letter
Annexure – VI	Proforma of Pre-Contract Integrity Pact

Annexure – VII	Proforma of Self-Certification for Local Content
Annexure – VIII	Proforma of Land Border Share Compliance Certificate
Annexure – IX	Proforma of Performance Bank Guarantee
Annexure – X	Proforma of Extension of Time/ Performance Notice
Annexure – XI	Proforma of Intimation for Force Majeure
Annexure – XII	Proforma of Provisional Completion Certificate
Annexure – XIII	Proforma of Completion Certificate
Annexure – XIV	Proforma of GST Declaration for previous RA bills
Annexure – XV	Proforma of Self-Declaration u/s 206AB/206CCA
Annexure – XVI	Proforma of Installation cum Site Acceptance Test Report
Annexure – XVII	Proforma of Agreement by L-1 Bidder
Annexure – XVIII	Proforma of Undertaking by L1 Bidder/ Agency regarding GST
Annexure – XIX	Proforma of Manufacturers Authorization Certificate
Annexure – XX	Technical Specification Compliance
Annexure – XXI	CSP Authorization Certificate
Annexure – XXII	Proforma of Transmission of Bank Guarantee Cover Message
Annexure – XXIII	Tentative Architecture
Annexure – XXIV	Projected Passenger Growth Rate at 12 Airports
Annexure – XXV	Tentative Hardware Quantity
Annexure – XXVI	Reverse Auction Help Manual
Annexure – XXVII	Undertaking for compliance to CERT-In & NCIIPC
Annexure – XXVIII	Proforma of Earnest Money Deposit
Schedule – A	Schedule of Anticipated Quantities

8. Amendment to Bid Documents:

At any time, prior to the date of submission of bids, AAI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

The amendments shall be notified on CPP Portal and these amendments will be binding on them.

9. Bid Prices:

- 9.1. The Financial Bid shows the bill of material for all items with scheduled quantities. The bidder shall download the BOQ file (.xls file) and shall upload the duly filled file with Quoted rates online on the CPP Portal. It may be noted that only duly submitted bids shall be evaluated and bids just saved but not submitted shall not be part of the evaluation process.
- 9.2. The Rate offered by the bidder shall be **exclusive of GST** but inclusive of other statutory taxes & fees.
- 9.3. **The Unit Rate in INR (exclusive of GST but inclusive of other statutory taxes & fees)** shall be used for calculating the total amount in the Financial Bid. In the event of any ambiguity, the unit rate given in the financial bid shall be taken as the correct basis for calculating all other

data. In the event of any errors or Ambiguity in Rate itself the Price Bid of the Bidder shall be rejected.

- 9.4. The price bid of the RFP document is for pricing only. Conditional price bid shall be liable for rejection. Price quoted shall be firm & fixed and subject to no escalation, whatsoever, till the validity period of the RFP, including extension, if any.
- 9.5. The prices quoted by the bidder shall remain firm on the date of submission of the Bid and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.6. Post offer discount, if any, offered by the bidders shall not be considered. Bidders' planning to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price considering discount etc. However, such discounts from the firm declared as L1 on the basis of post bid negotiations if any shall be considered and such negotiated offers when agreed by AAI & the bidder shall form a part of the financial Bid.

10. Period of Validity of RFP (Bid)

- 10.1. The **RFP (Bid)** shall remain valid for a minimum of 180 days from the date of opening of the **RFP**. The bidder shall not be entitled, to revoke or cancel the offer or to vary any term thereof, during the said period of validity without the consent in writing of AAI. In case of the bidder revoking or cancelling the offer or varying any term in regard thereof, the bidder's EMD shall be forfeited.
- 10.2. If there is any delay in finalization due to unforeseen factors, all the bidders shall be asked to extend the validity for an appropriate period, specifying a date by which RFP is expected to be finalized. However, the RFP process shall not be vitiated if any bidder declines to extend the offer as requested for.

11. Formats Signing of Bid:

- 11.1. The e-Bid shall be digitally signed by the bidder at CPP Portal duly authorized to bind the bidder to the contract. Written power-of-attorney accompanying the bid shall indicate the letter of authorization. The person or persons signing the e-bid shall sign the bid, except for printed literature. The e-bid submitted shall be in properly in readable form and encrypted as per CPP Portal requirements. Standard Printed terms and conditions of the company other than the RFP conditions shall not be considered.
12. AAI may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in which case all rights and obligations of AAI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
13. Any bid uploaded after the deadline e-Portal system shall not permit uploading of bids after the schedule time of submission.

14. The bidder may correct, modify his bid after submission prior to the deadline digitally signed bids through provisions of CPP Portal.
15. AAI shall open Technical and Financial Bids on-line through CPP Portal as per schedule. The bidders may monitor the bid opening event on-line. They may even depute an authorized representative to witness the event if they so desire. The bidder shall submit authority letter to this effect before they are allowed to participate in bid opening event.
16. Representative whose bid is not opened cannot monitor or witness the bid opening event.
17. AAI may seek performance report on a bidder from other clients whose reference are given in the RFP. An adverse report from a client shall make the vendor technically unfit leading to his rejection. The process of seeking performance report shall be kept confidential so that the vendor is not able to influence the process.
18. A short-list of bidders qualifying technically shall be drawn and thereafter these short-listed bids shall be treated at par for the purpose of financial comparison. In case deviations are necessary on technology up-gradation all the bidders qualifying technically shall be given an opportunity to revise Financial Bids by way of submitting supplementary Financial Bids. Only technically successful bids will be considered for financial bid opening.
19. **Contacting the Buyer:**
 - 19.1. Canvassing in any form in connection with the RFPs is strictly prohibited and the RFPs submitted by the Bidders who resort to canvassing are liable for rejection. Such rejected RFPs will not be returned.
 - 19.2. No bidder shall try to influence directly or through external source, AAI on any matter relating to its bid, from the time of publication of RFP till the time the contract is awarded.
 - 19.3. Any effort by a bidder to influence AAI in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.
20. **Right to Accept or Reject the RFPs:**
 - 20.1. The right to accept the RFP in full or in part/parts shall rest with AAI. However, AAI does not bind itself to accept the lowest RFP and reserves to itself the authority to reject any or all the RFPs received without assigning any reason whatsoever.
 - 20.2. RFPs not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.
 - 20.3. AAI reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason

whatsoever and without thereby incurring any liability to the affected bidder or bidders on such grounds.

- 20.4. AAI also reserves the right at its sole discretion not to award any order under the RFP called. AAI shall not pay any costs incurred in the preparation and submission of any RFP.
- 20.5. **If the bidder gives wrong information in his RFP, AAI reserves the right to reject such RFP at any stage or to cancel the contract, if awarded, and the bidder's EMD / PBG, as applicable, shall be forfeited.**
- 20.6. Must a bidder have a relation or relations employed in AAI in the capacity of an officer, the authority inviting RFP, shall be informed. In the event of failure to inform and in a situation where it is established that the relation or relations employed in AAI has / have tried to influence the RFP proceedings then AAI at its sole discretion may reject the RFP or cancel the contract or forfeit the EMD / PBG submitted, whichever is applicable.
- 20.7. The requirements indicated in this RFP are the minimum and bids of the firms not complying with these minimum requirements or having deviations equivalents to the minimum requirements shall be rejected. However, higher than the minimum requirements shall be technically acceptable without any additional financial implication.
- 20.8. Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by AAI shall not be considered. Such post bid offers / clarifications may be liable for action as per clause 'Contacting the buyer' above.

21. Issue of Work Order:

- 21.1. The acceptance of the RFP will be intimated to the Contractor by AAI, either by fax or by letter, CPP Portal /email.
- 21.2. The issue of Work Order shall constitute the intention of AAI to enter into the contract with the bidder.
- 21.3. On receipt of the Work Order, the Contractor shall carry out Project Site Survey immediately. Survey needs be carried out the Contractor without any additional financial implications to AAI.
- 21.4. Acceptance of the Work Order/ Purchase Order will be deemed as effective from the date of issue of Work Order/ Purchase Order. **All formalities of the signing of the contract shall be completed within 30 days of the issue of Work Order/ Purchase Order.**
- 21.5. AAI shall be the sole judge in the matter of award of contract and decision of AAI shall be final and binding.

22. Signing of Contract:

- 22.1. The signing of the Contract as per Annexure – XVII and submission of Undertaking by L1 Bidder/ Agency regarding GST as per Annexure – XVIII shall be **completed within 30 days** of the Issuance of the Work Order/ Purchase Order by AAI.

- 22.2. The L-1 Bidder must also submit hard copies of all the documents uploaded on CPP Portal within 30 days of the acceptance letter.

23. **Annulment of Award:**

- 23.1. Failure of the successful bidder to comply with the requirement of Signing the Contract as mentioned above in this section shall constitute sufficient ground for the annulment of the award and the bidder's EMD shall be forfeited. In this event AAI may make the award to any other bidder at his discretion or call for new bids.

24. **Refund of EMD:**

- 24.1. EMD deposited by bidders who get rejected in PQ or Technical stage shall be refunded with no interest or any other expenses, within two weeks of rejection of their bids at each stage.
- 24.2. EMD of all eligible bidders whose financials bids are opened (except the confirmed lowest bidder) shall be refunded with no interest or any other expense, within two weeks after issue of acceptance letter to successful bidder.
- 24.3. EMD of the Contractor will be refunded after the signing of the Contract and submission of Performance Bank Guarantee (PBG).
- 24.4. AAI shall refund the same amount in INR as received from bidders towards EMD with no interest or any other expenses, whatsoever, in any manner to the bidder or its authorized representative.
- 24.5. **The EMD amount shall be forfeited in the following events. No interest or any other expenses, whatsoever, will be payable by AAI on the EMD in any manner.**
- 24.5.1. Bidder's EMD shall be forfeited if the Bidder withdraws or amends its bid or breach of the conditions or the RFP of impairs or derogates from the RFP in any respect within the period of validity of the RFP.
- 24.5.2. If the successful bidder fails to enter into a contract with AAI within 30 calendar days (or an extended period as approved by the Accepting Authority in AAI) after the receipt of the purchase order / work order.
- 24.5.3. If the successful bidder fails to submit the contract performance Bank Guarantee as stipulated as per **clause 2 placed under Section – III** with AAI within 30 calendar days (or an extended period as approved by the Accepting Authority in AAI) after the receipt of the purchase order / work order.
- 24.5.4. If the bidder knowingly and wilfully supplied incorrect information in the RFP.
- 24.5.5. In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of un-conditional acceptance of terms and conditions of the RFP.
- 24.5.6. AAI may issue a Letter of Intent (LOI) to the declared L1 bidder & ask the bidder to accept the LOI within the specified time. If the bidder fails to accept the LOI, it will be constructed

that the Bidder is not interested in the offer. In such a situation AAI will encash & forfeit the EMD.

- 24.5.7. Must a bidder have a relation or relations employed in AAI in the capacity of an officer, the authority inviting RFP, the same shall be informed. In the event of failure to inform and in a situation where it is established that the relation or relations employed in AAI has / have tried to influence the RFP proceedings then AAI at its sole discretion may reject the RFP or cancel the contract and forfeit the Earnest Money.

25. Quality Assurance Requirements:

- 25.1. The supplier shall submit copies of Valid Certificates to ensure that all works/products comply with standards specified in the QRs.

26. Transfer of RFP Document:

- 26.1. Transfer of RFP Documents by one bidder to another is not permissible. Similarly transfer of RFPs submitted by one bidder in the name of another vendor is not permissible.

27. Novation Clause

- 27.1. The Contract period is period for commissioning of work & 07 years (Time period for commissioning of Entire project + 01 year warranty + 6 years CAMC) or the date of transfer of the airport under the PPP mode / O&M contract. The contract may be terminated with a termination notice of 30 days without any liabilities to AAI for that respective airport on account of anything else what so ever.

Obligations related to Transfer

“The Authority agrees that during the Contract Period, in the event the Authority transfers the rights to operate and maintain the Airport to a third party(s), the Authority shall ensure that; The Authority shall cause to transfer/novate this agreement, in favour of such third party, on the principle that such transfer/novation would release Authority of all liabilities and obligations arising from and after the date of transfer/ novation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/ novation; and

The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this agreement between Authority and Contractor shall be bested in such third party.”

28. Outright Bid Rejection Criteria:

Non-Compliance to the following criteria by the bidder shall lead to the Outright rejection of their offer submitted on the CPP Portal:

- 28.1. **Bids not accompanied by the requisite RFP fee or valid exemption document shall be rejected straightaway, or**
- 28.2. **Bids not accompanied by the requisite EMD or valid exemption document shall be rejected straightaway, or**
- 28.3. **Bids not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightaway.**

29. Right of Bidder to question rejection at PQ / Technical stage:

A bidder shall have the right to be heard in case he/ she feels that a proper procurement process is not being followed and his/ her PQ /Technical bid has been rejected wrongly. The bidder is permitted to send his/ her representation in writing to the RFP Inviting Authority, either electronically or physically. However, such representation shall be entertained, only if received within 24 hours of declaration of the PQ / Technical Acceptance / Rejection. Only a directly affected bidder can represent in this regard. Decisions of AAI in this regard shall be final and shall not be subject for review. Any postal delay shall not be entertained.

30. Bidders registered with NSIC

- 30.1. Any concessions to the MSEs registered with NSIC and other Govt. agencies specified by the Ministry of Micro, Small Medium Enterprises as MSMED Act 2006, for goods produced and services rendered shall be applicable as per the directives of Govt. of India, prevalent on the date of acceptance of the bid.
- 30.2. In case a bidder is eligible for any concession/exemption under this clause, documentary proof to this effect must be enclosed. It may be noted that submission, if any, of reference(s) of Govt. notification(s) pertaining to concessions/exemptions must be supported by copy(s) of such notification(s).
- 30.3. Bidder (MSEs) registered with NSIC seeking concession/exemption on the basis of “goods produced” need to submit a certificate issued from concerned authority (DIC or DEO etc.) for products offered in the bid are being produced by the concerned MSE.
- 30.4. RFP fee exemption: The RFP fee will be refunded to NSIC registered bidders after duly checking and verifying their NSIC registration certificate during evaluation.
- 30.5. EMD Exemption: In case a bidder seeks and eligible for exemption from payment of EMD, Documentary proof as above to this effect must be enclosed with the document in fee of the bid.
- 30.6. In case NSIC registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected and RFP fee shall not be refunded.
- 30.7. The benefit as above to MSE’s shall be available only for good / services produced and provided by MSE’s for which they are registered.

31. Optional Site Visit:

- 31.1. The Bidders may visit and examine the installation site and its surroundings and obtain for itself on its own responsibility, all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

- 31.2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify AAI and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
- 31.3. The Bidder shall not be entitled to hold any claim against AAI for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

32. Implementation of Integrity Pact:

- 32.1. Signing of Integrity Pact (as per Annexure – VI) is mandatory for every Bidder in this procurement / bid process, the signed copy of the same shall be uploaded on the CPP Portal.
- 32.2. The Bidder shall commit itself to ensure taking all measures necessary to prevent corrupt practised, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage as specified in the Integrity pact.
- 32.3. Any breach of the aforesaid provision by the Bidder or any one employed or action on his behalf (whether with or without the knowledge of the Bidder) shall entitle the authority to take all or any one of the actions as specified in the Integrity pact.
- 32.4. The Independent External Monitor (IEM) for this work will be:

Shri Prabhat Ranjan Acharya, IA & AS (Retd.) Email Id- prabhatacharya@gmail.com C/o Chairman, Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003	Shri Kuldip Kumar Peshin, CE & MES (Retd.) Email Id- kkpeshin@yahoo.com C/o Chairman, Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003
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- 32.5. All correspondences regarding implementation of Integrity Pact, shall be addressed to Shri Prabhat Ranjan Acharya c/o Chairman, Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003 & Shri Kuldip Kumar Peshin. Email id of IEMs are prabhatacharya@gmail.com & kkpeshin@yahoo.com respectively.

Section – III: General Terms and Conditions of the Contract

1. Purpose:

This document sets out the terms & conditions to be met in connection with the provision of “Implementation of DigiYatra Facilities at 12 Airports” to AAI for the work as per the details given in this Request for Proposal (RFP).

- 1.1. This RFP document includes details like anticipated quantity, delivery, installation, commissioning (including Operating system & other software as bided for) & support services for maintenance, etc.
- 1.2. The hardware & software supplied against this RFP must include all the modules, sub modules and items required for installation, smooth performance and crash recovery of the hardware/software such as installation kit, CDs, Software Manuals, hardware sub-systems etc.

2. Performance Bank Guarantee

- 2.1. The Contractor shall submit Performance Bank Guarantee (in lieu of Contract Performance security) for the contract of the value equivalent to **10% (Ten percent) of the value of Purchase Order/ Work Order** in the form of an irrevocable and unconditional bank guarantee on Nationalized / scheduled bank as per Proforma attached as Annexure – IX. The guarantee shall be submitted **within 30 calendar days of the issue of Purchase Order/ Work Order**, and it must remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the supplier, including warranty and CAMC obligations.
- 2.2. The Performance Bank Guarantee will be forfeited and credited to the accounts of AAI in the event of a breach of contract by the contractor. It must be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 90(ninety) days of completion of all such obligations including the warranty under the contract.
- 2.3. In case the Contractor fails to submit the PBG within stipulated period, interest at 12% per annum on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission or submission of Bills along with required document till amount equal to Performance Bank Guarantee value, whichever is earlier.
- 2.4. The interest amount levied (non-refundable) shall be deducted from the bills payable to the Contractor. Also, the Stipulated Performance Bank Guarantee Value (10% of the Purchase Order Price to AAI) shall be withheld from Bills payable in lieu of Performance Bank Guarantee until the same is submitted or till the successful commissioning of the project, whichever is earlier.

- 2.5. However, the extended period for PBG submission must be approved by the Accepting Authority in AAI.
- 2.6. In case, Contractor fails to submit performance guarantee within 60 days of the issue of the letter of acceptance of his bid, AAI reserve the right to Cancel the order.
- 2.7. The Performance Bank Guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.
- 2.8. The Performance Bank Guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee:
- 2.8.1. Defect liability period is to cover the defects which remain pending after the completion of the Warranty/ CAMC period. It includes unserviceability occurring immediately prior to the end of the Warranty period, unserviceability which remains unattended at the end of the Warranty/ CAMC period, repairs of unserviceable parts or subsystems which became unserviceable prior to completion of Warranty/ CAMC period etc.
 - 2.8.2. At the time of completion of the Warranty/ CAMC period, the bidder shall handover all the systems/ subsystems in working conditions to AAI. Any unserviceable system/ subsystem shall be covered under defect liability.
 - 2.8.3. The Hardware/ Software/ Services under the contract shall be free from all defects/ bugs and upon written notice from AAI, the Contractor shall fully remedy, free of expenses to AAI, all such defects/ bug as developed under the normal use of the said hardware within the period of Guarantee/ Warranty.
- 2.9. The Performance Bank Guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clause.
- 2.10. The Performance Bank Guarantee amount shall be released to the contractor post completion of maximum defect liability period i.e. 7 years 90 days post the date of commissioning of the entire project, after deducting the penalty/ recoveries, if any as applicable, as per the 'Compensation of Delay / Recovery' clause.
- 2.11. The validity period of PBG shall be extended by the bidder as and when provisional extension is granted.

3. Sub-contracting

- 3.1. The Contractor may provision for sub-contracting services under this project for the following list of functionalities/ requirements. However sub-contracting for these requirements shall be optional in nature –

- 3.1.1. CAMC of Biometric Gates/ Biometric Pods/ CISF Tablet
- 3.1.2. Training(s)
- 3.1.3. ICT part of Local Airport infrastructure setup including its CAMC.

3.2. All sub-contracting arrangements of the Contractor must be approved by the AAI prior to commencement of services by the Contractor.

3.3. Contractor shall ensure that only single level sub-contracting is undertaken. Direct sub-contractors of the Contractor shall not be allowed to further sub-contract work to other agencies.

3.4. Sub-contracting would be subject to the following conditions:

- 3.4.1. All sub-contracting contracts must be entered into by the Contractor.
- 3.4.2. AAI retains the right to request discontinuation of sub-contracting of activities at any time during the contract period. Such activities will have to be performed by the Contractor directly.
- 3.4.3. Sub-contracting will not dilute the responsibility and liability of the Contractor.
- 3.4.4. Further, the Contractor is solely responsible to achieve the milestone(s) and to maintain the SLA(s), as required in the RFP.
- 3.4.5. The Contractor will be responsible for meeting all obligations of its sub-contractors and the delivery of goods and services mentioned in this RFP. The Contractor will be solely responsible for all acts of its sub-contractors.
- 3.4.6. AAI reserves its right to subject the sub-contractors to security clearances as it deems necessary and ALL the personnel of the sub-contractor before they are appointed to the project.

3.5. The Contractor will be responsible for:

- 3.5.1. The management of its sub-contractors who are a part of the proposal and for the delivery of all products and services in accordance with the agreement.
- 3.5.2. The supply, delivery, installation and commissioning of all products and providing all services as submitted in their proposal.
- 3.5.3. Internal arrangement between the Contractor and its sub-contractors is left to the Contractor. It shall be the responsibility of the Contractor to ensure that its sub-contractors are compliant to all the clauses as mentioned in this RFP, failing which bid can be disqualified.

4. Correspondences:

4.1. All correspondence would be directly with the bidder and correspondence through agents will not be entertained.

5. Contract Monitoring:

- 5.1. AAI may hold periodic inspection after the award of the contract to monitor the progress of the work.
- 5.2. First such meeting shall be held within one week of award of the contract. The date & Time of such meeting shall be intimated to the contractor/supplier by email/post. The date and time of subsequent meetings shall be decided & recorded in previous meetings.
- 5.3. The proceedings of each meeting shall be recorded and action as required towards successful completion of the project shall be initiated promptly by both AAI & the Contractor. Project review meeting shall be with reference to milestones & contract performance analysis.
- 5.4. Depending upon the Complexity of the item ordered, contractor may be asked to submit a progress report periodically in coordination with the AAI Project Manager / Site In-charge.

6. Testing and Inspection:

- 6.1. The testing and inspection of the equipment / components procured shall be carried out in stages as follows:

6.1.1. Factory Inspection / Acceptance Testing:

AAI reserves the exclusive right to inspect the equipment or to take demo of the service and conduct acceptance test prior to shipment. The scope of such tests shall be mutually agreed upon between the Contractor and the AAI. Contractor shall provide all necessary facilities for conducting tests at no extra cost to the AAI. Contractor shall provide necessary facilities for carrying out inspection. In the event of non-conformance to any of the specifications, the Contractor shall replace or make alterations, necessary to meet the specifications at no extra cost and in the shortest possible time. In case of delay from Contractor, AAI may at its discretion arrange to replace the goods at vendor's cost and shall recover from the defaulting contractor.

6.1.2. Manufacturer's Quality Self-Certification / Type Test:

The Contractor must submit Self-Certification/ Type Test Certificate from the OEM & 3rd Party labs where-ever required, for all the Items under Annexure – XX. The said Certification must conform to the specification & quality of the supplied items.

6.1.3. Post Delivery Inspection / Pre-installation Testing:

In the event of delivery of Items / replacement of any faulty component under the contract, AAI inspector shall conduct testing / inspection of the items supplied for genuine OEM parts. The inspector shall also check the goods delivered against the models ordered. The inspector shall reject the items, which are not delivered as per the contract or any subsequent modifications to the contract, in terms of make & model.

6.1.4. Post Installation User Acceptance Testing / Inspection:

6.1.4.1. This testing / inspection shall be performed after the completion of installation of the parts. AAI-CHQ jointly with regional team and contractor will inspect the work for each airport. The inspector shall sign the installation report after successful completion of the same. Defects / shortcomings brought out in this testing shall have to be attended as per the contract within the permitted time schedule.

6.1.4.2. The post-installation user acceptance testing/ inspection shall prove that the procured systems meet all system requirements as per specifications specified in the RFP document. The vendor shall provide all necessary test equipment, tools and instruments for the acceptance testing. Installation shall be termed as completed after successful completion of UAT/post-installation user acceptance testing and resolution of all defects/ bugs.

6.1.5. Other Testing Requirements:

Other Testing Requirements for any Hardware/ Software/ Module/ Sub-module/ Component/ Sub-Component/ Assembly/ Sub-assembly, if any, shall be defined under Section – V.

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

6.3. If any Item or any part thereof, before it is taken over under above testing/inspection clauses, is found defective or fails to fulfil the requirements of the contract, the consignee shall give the Contractor notice setting forth details of such defects or failure. The Contractor shall make the defective material good, or alter the same to make it comply with the requirements of the contract. The replacements by the Contractor shall be made free of all charges at site. Any delay in the process of rectification shall be treated as per 'Compensation of Delay / Recovery' Clause.

6.4. Acceptance test procedure & programme for all the items shall be discussed and finalized after the award of the work in a joint meeting.

7. Time - The Essence of Contract:

7.1. Time is of the essence of this Contract.

7.2. The Contractor must strictly adhere to the time schedule mentioned in this RFP or as per the Terms & Condition of the Purchase/ Work Order, whichever is later.

8. Extension of Time:

8.1. This work is essential in nature and hence the completion period as per Purchase Order/ Work Order shall be adhered to strictly. The Contractor may be liable for levy of Liquidated

Damages (LD) for any Extension of time/ delivery that amounts to amendment of the contract.

8.2. Extension of Time may be granted only after the Contractor seeks an extension in writing. The contractor shall apply for extension of time in writing as per format contained in Annexure – X. However, there must not be any downward trend in the price of the Items of the Purchase Order. In case of any downward Trend, the benefit shall be transferred to AAI.

8.3. The Extension of Time with or without Compensation of Delay (CoD)/ Liquidated Damages (LD) is subject to the scrutiny of the reason provided & subject to the approval of the Competent Authority of AAI.

9. Compensation of Delay (CoD)/ Liquidated Damages (LD):

9.1. The amount of Compensation of Delay (CoD)/ Liquidated Damages (LD), and waiver of the same in case of justified reasons, shall be decided at the discretion of AAI and the same shall be final and binding on the contractor.

9.2. Time taken by AAI and local statutory authorities for approval of drawings, design, estimate etc, force majeure reasons and any other reasons beyond control of the contractor (like Non-readiness of Site etc.) shall be considered as justified reasons.

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

9.4. Calculation for Compensation of Delay (CoD)/ Liquidated Damages (LD):

9.4.1. The Liquidated Damages shall be calculated on the Base value of the Purchase Order without GST/ Taxes.

9.4.2. Compensation of Delay/ Liquidated Damages will be applicable for the Capital (CAPEX) Items of the BoQ only, i.e. for items under Sub-head 1 to Sub-head 6 of Schedule – A. Milestones in this regard is defined under Section V of this RFP.

9.4.3. Recovery Amount shall be calculated @ 0.5 % per week or part thereof (on Pro rata basis), for the incomplete Portion of work/ delivery/ Installation as per Contract cost.

9.4.4. Compensation of Delay/ Liquidated Damages shall be subject to a maximum value equal to 10% of the Total Capital Values (CAPEX) of the contract.

9.5. The Recovery Amount thus calculated shall be intimated to the Contractor and shall be recovered from the subsequent bill amount of the Contractor.

10. Breach of Service Level Agreement (SLA) and Recovery:

- 10.1. The parameters of Service Level Agreement (SLA), SLA Targets, applicable Severity Levels for breach of SLA and applicable Recovery for the same shall be as defined under Section – V of this RFP.
- 10.2. The Contractor shall be solely responsible to maintain the SLA(s) for delivery of services. Thus, the Contractor shall be liable for levy of applicable Recovery for corresponding breach of SLA(s), i.e. not meeting each SLA parameter.
- 10.3. Waiver of Recovery for breach of SLA in case of justified reasons, shall be decided at the discretion of AAI and the same shall be final and binding on the contractor.
- 10.4. Time taken by AAI and local statutory authorities for any approvals, force majeure reasons and any other reasons beyond control of the contractor shall be considered as justified reasons.
- 10.5. The SLA Targets shall be applicable in the following cases –
 - 10.5.1. During the entire CAMC Period, post Warranty Period, under the Contract. In this case, the Recovery Amount shall be calculated as a percentage of the Quarterly Billed Amount for CAMC.
 - 10.5.2. During the 1-Year Guarantee/ Warranty/ Defect Liability Period post Go-Live. In this case, the Recovery amount shall be calculated based on the Total 1st Year CAMC cost of the items approved for Go-Live, appropriated to a Quarterly basis.
 - 10.5.3. During the period subsequent to Conditional Go-Live, up to the Go-Live Date. In this case, the Recovery amount shall be calculated based on the Total 1st Year CAMC cost of the items approved for Conditional Go-Live, appropriated to a Quarterly basis.
 - 10.5.4. For this purpose, the Conditional Go-Live and Go-Live Criteria shall be as defined under Section – V of this RFP.
- 10.6. The overall recovery for breach of SLA shall be capped to –
 - 10.6.1. A maximum of 10% of the Quarterly Billed Amount for the CAMC Period.
 - 10.6.2. A maximum of 10% of the Total 1st Year CAMC cost of the items approved for Go-Live/ Conditional Go-Live, appropriated to a Quarterly basis, for other cases as defined under clause 10.5 above.
- 10.7. Compliance of SLA shall be reviewed quarterly, post Go-Live/ Conditional Go-Live of the project.
- 10.8. The cumulative Recovery Amount calculated thereof at the end of every quarter, including the cost of required corrective measure(s) to resolve the breakdown (if any), shall be intimated to the Contractor and shall be recovered from the subsequent bill amount of the Contractor.

11. Force Majeure:

- 11.1. AAI may grant an extension of time limit set for the completion of the work / repair in case the timely completion of the work is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there-in being followed.
- 11.2. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms, pandemics etc), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at Contractor's/ OEM's factory. The successful bidder's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.
- 11.3. That within 3 days after the occurrence of a case of force Majeure but before the expiry of the stipulated date of completion, the bidder informs AAI in writing about the occurrence of Force Majeure Condition (as per Annexure – XI of the RFP document) and that the Bidder considers himself entitled to an extension of the time limit. The contractor shall submit the application for extension of time as attached in Annexure – X.
- 11.4. That the contractor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- 11.5. That the contractor proves that the said conditions have actually been interfered with the carrying out of the contract.
- 11.6. That the contractor proves that the delay occurred is not due to his own action or lack of action.
- 11.7. Apart from the extension of the time limit, force majeure does not entitle the Contractor to any relaxation or to any compensation of damage or loss suffered.

12. Indemnity Clause:

Implementation Partner/ Contractor (the "Indemnifying Party") shall protect and fully indemnify the AAI / the buyer and its nominated agencies (the "Indemnified Party") in the following cases:

12.1. General Indemnity:

- 12.1.1. Contractor shall protect and fully indemnify and keep indemnified the AAI from any claims from contractor's workmen/ employees, their heirs, dependents, representatives etc. or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
- 12.1.2. The Contractor shall protect and fully indemnify and keep indemnified the AAI against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction/ implementation and

maintenance of Works and against all claims, demands proceedings, damage costs, charges and expenses whatsoever in respect of or in relation there to.

- 12.1.3. Contractor shall be responsible for compliance with all requirements under the laws and shall protect and fully indemnify and keep indemnified the AAI from any claims/penalties arising out of any infringements and indemnify completely the AAI from any claims/penalties arising out of any infringements.
- 12.1.4. The contractor protect and fully indemnify and keep indemnified the AAI against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim.

12.2. IPR Indemnity

- 12.2.1. Contractor shall protect and fully indemnify and keep indemnified the AAI from any claims for infringement of patents, copyright, trademark, license violation or the like.
- 12.2.2. If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Deliverables/ Services provided by the Indemnifying Party infringes a copyright, trade secret, patent or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party, even beyond the Contract Value. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:
 - 12.2.2.1. The Indemnified Party's misuse or modification of the Deliverables.
 - 12.2.2.2. The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party.
 - 12.2.2.3. The Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party.
- 12.2.3. However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either:
 - 12.2.3.1. Procure the right for the Indemnified Party to continue using it
 - 12.2.3.2. Replace it with a non-infringing equivalent
 - 12.2.3.3. Modify it to make it non-infringing

12.3. Indemnity as regards data privacy and data protection:

- 12.3.1. Contractor shall protect and fully indemnify and keep indemnified the AAI from all claims, damages or compensation for infringement under the provisions of Digital Personal Data Protection Act, 2023.
- 12.3.2. If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Deliverables/ Services provided by the Indemnifying Party infringes the right to Privacy and Protection of personal data of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party, even beyond the Contract Value. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by
 - 12.3.2.1. The Indemnified Party's misuse or modification of the Deliverables.
 - 12.3.2.2. The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party.
 - 12.3.2.3. The Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party.

12.4. Conditions for Indemnity:

Without prejudice to the rights of the Purchaser in respect of indemnification for any claim:

- 12.4.1. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.
- 12.4.2. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Défense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys.
- 12.4.3. If the Indemnifying Party does not assume full control over the Défense of a claim as provided in this Article, the Indemnifying Party may participate in such Défense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses.
- 12.4.4. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
- 12.4.5. All settlements of claims subject to indemnification under this Clause will:
 - 12.4.5.1. Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - 12.4.5.2. Include any appropriate confidentiality Contract prohibiting disclosure of the terms of such settlement.

- 12.4.6. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid, even beyond the contract value, for any such claim or proceedings.
- 12.4.7. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings.
- 12.4.8. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Contract, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and
- 12.4.9. Immediately upon receipt of notification of any claim from the Purchaser, the Implementation Partner within a period of 5 days from date of receipt of such notice from the Purchaser, notify the Purchaser whether the Implementation Partner wish to assume the defence in relation to such claim (including settlement or resolution thereof). Thereafter, the Implementation Partner shall be entitled in consultation with the Purchaser, and only to the extent such action does not in any manner compromise, prejudice or adversely affect the interests of the Purchaser, to take such action as mutually agreed upon by Implementation Partner and the Purchaser to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification.
- 12.4.10. Notwithstanding anything contained herein, the Implementation Partner and the Purchaser agree and covenant that a notice by the Purchaser to the Implementation Partner in relation to the claim as aforesaid shall amount to express acceptance and consent by the Implementation Partner to indemnify the Purchaser for all losses in relation to such claim. Upon notice by the Implementation Partner, the Purchaser shall reasonably co-operate with the Implementation Partner at the sole costs of the Implementation Partner, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the Purchaser. The Purchaser shall have the right, at its option, to participate in the defence of such claim.

13. Settlement of Disputes:

- 13.1. If a dispute of any kind whatsoever arises between AAI and the Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Project Leader or his nominee, the matter in dispute shall, in first place be referred to the Dispute Resolution Committee (DRC) appointed by the Executive Director / Member (Planning) / Chairman,

Airports Authority of India. It is also a term of contract that fees and other expense if payable to DRC shall be paid equally by both the parties i.e. AAI and Contractor. The disputes will firstly be settled by the DRC, failing which any party may invoke arbitration clause. The Contractor shall be entitled for invoking the arbitration clause only after exhausting the remedy available under the Dispute Resolution Mechanism.

- 13.2. If the parties fail to reach a resolution even after referring to the higher level, either party must be able to start arbitration proceedings under the Indian Bidders as per the Indian Arbitration & Conciliation Act, 1996 & Changes and amendments to the Act in 2015 after following the due procedure.
- 13.3. Unless the Contract has already been repudiated or terminated or frustrated, the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and AAI shall give effect forthwith to every decision of the Project Leader or his nominee unless and until the same shall be revised, as hereinafter provided, by the DRC or in an Arbitral Award.
- 13.4. It is also a term of contract that If the contractor does not make any demand for Dispute Resolution Committee in respect of any claim in writing within 90 (Ninety) days of receiving the intimation from the AAI that the bill is ready for payment, the claim of contractor(s) will be deemed to have been waved and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.

14. Adjudication through Arbitration:

- 14.1. Except where the decision has become final, binding and conclusive in terms of Settlement of Disputes as mentioned above in this section, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Member (Ops) / Chairman, AAI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 14.2. It is also a term of contract that If the contractor does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One hundred Twenty) days of receiving the decision / award from Dispute Resolution Committee, the claim of contractor(s) will be deemed to have been waved and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.
- 14.3. It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such disputes along with the notice for appointment of arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee.

- 14.4. It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, must act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 14.5. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
- 14.6. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and, in all cases, where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award.
- 14.7. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
- 14.8. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

15. Laws Governing the Contract:

- 15.1. Indian laws shall govern this contract.

16. Termination for Default and Risk Purchase:

- 16.1. The contract may be terminated, by giving a written notice to the Contractor, in any/ some/ all of the following Situation(s) of Default:
- 16.1.1. If a Situation of Default occurs as defined under various Sections of this RFP.
- 16.1.2. If the Contractor fails to perform any obligation under the contract.
- 16.1.3. If the Contractors initiates exit from performance of the project, by giving a written notice to AAI.
- 16.1.4. If the Contractor becomes insolvent.

- 16.1.5. If an unforeseen situation arises, compelling AAI to terminate the contract.
- 16.2. If the contract is terminated, AAI may take recourse in:
- 16.2.1. Forfeiture of the EMD.
- 16.2.2. Forfeiture of the Performance Bank Guarantee.
- 16.2.3. Blacklisting/ debarment of the Contractor as per prevailing AAI/ Government Guidelines, as applicable.
- 16.2.4. **Risk Purchase:** AAI may resort to provision of the unfulfilled obligation(s) under the Contract from an alternate source. Cost of the same shall be recovered from the Contractor.
- 16.3. The Contractor, however, shall continue to fulfil the contract, to the extent not terminated.
- 16.4. Upon expiration or termination of the agreement of the contractor shall take action in accordance with "Exit Management" clause of Section – V.
17. **Termination for Insolvency:**
- 17.1. AAI may at any time terminate the Contract by giving written notice to the supplier, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to AAI.
18. **Set Off:**
- 18.1. Any sum of money due and payable to the contractor under this contract may be appropriated by AAI to set off the same against any claim of AAI for payment of a sum of money arising out of this contract made by the Contractor with Buyer.
19. **Deviation, Substitute and Extra Items:**
- 19.1. All quantities mentioned in Schedule A: Anticipated Schedule of Quantities are Estimated Quantities only. Actual Quantities may vary during Execution of the Work as per existing Site Requirement and Condition.
- 19.2. AAI reserves the right to change the quantity of the Contract Items to be supplied but within the overall deviation limit of 30% of the contract value.

- 19.3. AAI also reserves the right to purchase Substitute items as per site requirements up to the overall limit of 30% of the contract value at the Market Rate of the Substitute Item or the Agreement Rate of the Contract Item, whichever is less.
- 19.4. AAI also reserves the right to purchase Extra Items, which are completely new, as per site requirements up to the overall limit of 30% of the contract value at the Market Rate of the Extra Item.
- 19.5. The overall Deviation, Extra item or the substitute items taken together shall not exceed 30% of the contract value unless until it is mutually agreed by both the parties and a specific order is placed on the vendor in this regard.

20. Limitation of Liability:

- 20.1. Notwithstanding any other term, there shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property due to gross negligence and wilful misconduct of the other party.
- 20.2. In all other cases not covered by the Para above, the total liability of either party under the terms of the contract shall not exceed the total contract value and in no event shall either party be liable to the other for any indirect, incidental, consequential, special or exemplary damages, nor for any damages as to lost profit, data, goodwill or business, nor for any reliance or cover damages even it was advised about the possibility of the same.

21. Contractor's Liability and Insurance of Workmen / Works:

- 21.1. From commencement to completion of the works / Contract, the Contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof and all AAI's Tools & Plant from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and all AAI's Tools & Plant shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Project-in-Charge / Project Manager.
- 21.2. In the event of any loss or damage to the Works or any Part thereof or to any Tools & Plant, to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:
- a. The Contractor shall, as may be directed in writing by the AAI Project Manager/ Site In-Charge, remove from the Site any debris and so much of the works as shall have been damaged, taking to AAI's store such AAI's Tools & Plant, articles and/or materials as may be directed;

- b. The contractor shall, as may be directed in writing by the AAI Project Manager/ Site In-Charge, proceed with the erection and completion of the Works under and in accordance with the provisions and Conditions of the Contract; and
- 21.3. Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligation under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- 21.4. Without limiting its obligations and responsibilities under other clauses of General Conditions of Contracts, the contractor at his own cost shall insure, in the joint name of AAI and the contractor, against all losses or damages from whatever cause, arising (other than the accepted risks) for which he is responsible under the terms of the contract and in such manner that the AAI and the contractor are covered during the period of construction of works and any loss or damage occasioned by the contractor in the course of any operation carried out by them for the purpose of complying with its obligations of defects liability clause here of;
 - a. All works including temporary works to their full value executed from time to time.
 - b. The construction materials and equipment's to their full value brought on to the site by the contractor.
- 21.5. Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure at his own cost against any damage, loss or injury which may occur to any AAI official or property, or to any other person or property with unlimited number of occurrences (including any employee of AAI) by or arising out of carrying out of the Contract.
- 21.6. Without limiting his obligations and liabilities, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.
- 21.7. All insurance mentioned above shall be effective with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India.
- 21.8. The aforesaid insurance policy / policies shall provide that they shall not be cancelled till the AAI Project Manager/ Site In-Charge has agreed to their cancellation in writing.
- 21.9. The Contractor shall prove to the AAI Project Manager/ Site In-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period. A self-certified copy of such policies is required to be submitted to the AAI Project Manager/ Site In-Charge.

- 21.10. If the Contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case AAI may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by AAI from any amount due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- 21.11. To ensure the aforementioned, the Contractor must take the following Policies in joint name of AAI and Contractor –
- 21.11.1. **Contractor All Risk (CAR) Policy:** For full RFP value along with third party liability up to a maximum of 10% of RFP value or as applicable as per Insurance Regulatory Authority of India.
- 21.11.2. **Workmen Compensation Policy:** For workers employed by the Contractor/ Sub-Contractors as applicable as per Insurance Regulatory Authority of India.

22. License Fee for Land:

- 22.1. Land/ Space (Paved/ Unpaved, Covered-AC or Non-AC), to the extent allotted to the Contractor during execution of Project for the purpose of installation of plants, labour camp, godown, site office, stacking of materials etc. shall be provided at free of cost upto Maintenance Period.
- 22.2. A security deposit at the rate of Rs 500/- per sqm in the form of DD/BG shall be deposited by the contractor. In case contractor does not deposit the stipulated security deposit, the same shall be deducted from 1st Running Account Bill.
- 22.3. Such security deposit shall be released only after allotted land has been fully vacated by the contractor to entire satisfaction of Project Manager/ Site In-Charge. If the Contractor Fails to vacate the allotted Land/ Space (Paved/ Unpaved, Covered-AC or Non-AC) after Maintenance Period of the Project, the Contractor shall be charged as per prevailing License Fee of the Airport plus 25% penalty over that.
- 22.4. The aforementioned conditions shall apply individually at each Airport and shall be maintained by Site In-charge at each Airport.

23. Water and Electricity:

- 23.1. AAI will provide water & electricity for the purpose of Project Execution, free of cost.

Section – IV: Special Terms and Conditions of the Contract

1. **Compliance to Standards:**

- 1.1. All designs, codes, developing platforms, developing techniques and workmanship shall be in accordance with the highest accepted Indian/ International standards as applicable for this type of work.
- 1.2. The Contractor shall also state, where applicable, the National or other International standard(s) to which the whole, or any specific part, of the system, software, or training complies.
- 1.3. The Contractor shall also ensure compliance to applicable Laws/ Acts, Regulations, Instructions, Orders, Circulars etc. or Amendments thereof; issued by Government of India, State Governments or appropriate Public Authorities from time to time.
- 1.4. Wherever certification is not available in the industry, the Contractor shall submit a self-compliance assessment report against the mentioned standard.

2. **Compliance to Specific Standards**

- 2.1. The Contractor shall ensure compliance of DigiYatra policy by MoCA in vogue at all times.
- 2.2. The Contractor shall also ensure compliance to AIC Sl. No. 09/2022 dated 18th April, 2022 or amendments thereof.
- 2.3. The Contractor shall also follow applicable Implementation Guidelines as per IATA Resolution 792 for Bar Coded Boarding Pass (BCBP) or amendments thereof.

3. **Period of Contract:**

- 3.1. Implementation of DigiYatra Facilities at 12 Airports: The Project as described in this RFP shall be completed as per the Implementation Milestones defined under Section – V or as mentioned in Purchase Order / Work Order, whichever time period is higher.
- 3.2. The initial tenure of the Contract shall be as follows –
 - 3.2.1. Timeline of the Implementation Milestones defined under Section – V or as mentioned in Purchase Order / Work Order, whichever time period is higher.
 - 3.2.2. 1 Year Guarantee/ Warranty/ Defect Liability Period subsequent to the Go-Live of the initial implementation.
 - 3.2.3. 6 Years of CAMC Period subsequent to the Guarantee/ Warranty/ Defect Liability Period.

- 3.3. AAI may extend the contract tenure at its discretion by 3 years beyond the Initial tenure under same Terms and Conditions of this RFP with the contractor, subject to satisfactory performance of the Contractor.
- 3.4. If AAI desires to extend the tenure as above, it shall intimate the contractor in writing 180 days before the expiry date of the Initial Term.
- 3.5. If the contractor is unable to agree for the extension, the contractor shall intimate the same in writing to AAI 120 days before the expiry date of the Initial Term.
- 3.6. The agreement shall expire on the expiry date of the Initial Term unless the tenure stands extended beyond the initial term as above.
- 3.7. The contract shall be valid from the date of signing of contract till the month ending after the end of 6 (six) years from the completion of Warranty of the first 6 Airport(s) as ("Initial Term"); The period for all the remaining airports, including extension of contract to additional airport(s) (if any), shall be co-terminus with the completion of 6 years from the last date of completion of Warranty of the first 6 Airport(s).

4. Terms of Payment:

- 4.1. Payment shall be made in the form of Running Account Bills duly approved by the AAI Project Manager/ Competent Authority in accordance with the progress of the work.
- 4.2. The applicable payments as per progress of the work shall be determined in the following manner -

BoQ Item as per Schedule – A	Payment Terms as per Progress of the Work
All items under Sub-head 1: One Time Implementation of AAI DY Central Application	60% of item price as per Purchase Order plus 100% of GST on Deployment at Cloud and Go-Live/ Conditional Go-Live of 6 Airports.
	30% of item price as per Purchase Order on Go-Live of the entire System.
	10% of item price as per Purchase Order on completion of Guarantee/ Warranty/ Defect Liability Period.
All items under Sub-head 2: Enablement of Designated AAI Airports across the country (each airport basis)	60% of item price as per Purchase Order plus 100% of GST on Conditional Go-Live of each Airport.
	30% of item price as per Purchase Order on Go-Live of each Airport.
	10% of item price as per Purchase Order on completion of Guarantee/ Warranty/ Defect Liability Period.
All items under Sub-head 3, 4 and 5: SITC of	60% of item price as per Purchase Order plus 100% of GST on Delivery/ Completion of each item, as applicable.

BoQ Item as per Schedule – A	Payment Terms as per Progress of the Work
Hardware Items (each touchpoint basis)	20% of item price as per Purchase Order on Operationalization of each item on regular Production/ Live Environment.
	10% of item price as per Purchase Order on Go-Live of the Airport where it is installed.
	10% of item price as per Purchase Order on completion of Guarantee/ Warranty/ Defect Liability Period.
All Items under Sub-head 6: Provisions for Change Request	90% of item price as per Purchase Order for applicable efforts plus 100% of GST on Go-Live.
	10% of item price as per Purchase Order on completion of Guarantee/ Warranty/ Defect Liability Period.
All Items under Sub-head 7 to Sub-head 12: Yearly CAMC	100% of item price as per Purchase Order on quarterly basis plus 100% of GST, after successful completion of the period. The 6-year period of all sites shall be synchronized and co-terminus with the completion of 6 years from the last date of completion of Warranty of the first 6 Airport.

4.3. Supply, Installation, Testing & Commissioning Items:

4.3.1. No mobilization advance shall be paid for any activity.

4.3.2. Documents required for release of payment:

- 4.3.2.1. Three copies of Invoice(s) according to the items mentioned in BoQ or further order in this regard.
- 4.3.2.2. Delivery Challan + 2 Copies.
- 4.3.2.3. Certificate of Manufacturer's Quality Self-Certification / Type Test, as applicable
- 4.3.2.4. Site acceptance Certificate of goods receipt at site in physically good, packed condition.
- 4.3.2.5. Installation report, as applicable.
- 4.3.2.6. Undertaking for Authenticity of IT infrastructure Supplied through Cloud Service Provider as per Annexure – XXI, as applicable.
- 4.3.2.7. Commissioning Certificate (as applicable) for final payment.
- 4.3.2.8. Insurance Certificate, as applicable.
- 4.3.2.9. Self-Declaration u/s 206AB/206CCA of 'The Income Tax Act, 1961 regarding Deduction/Collection of Tax as per Annexure – XV.
- 4.3.2.10. GST declaration as per the Annexure – XIV against the Tax invoice and copy/ screen shot of the invoice as appearing in the GSTR-1.

4.4. For Supply Items:

4.4.1. No mobilization advance shall be paid for any activity.

4.4.2. Documents required for release of payment:

- 4.4.2.1. Three copies of Invoice(s) according to the items mentioned in BoQ or further order in this regard.
- 4.4.2.2. Delivery Challan + 2 Copies.
- 4.4.2.3. Site acceptance Certificate of goods receipt at site in physically good, packed condition.
- 4.4.2.4. Insurance Certificate, as applicable.
- 4.4.2.5. Self-Declaration u/s 206AB/206CCA of 'The Income Tax Act, 1961 regarding Deduction/Collection of Tax as per Annexure – XV.
- 4.4.2.6. GST declaration as per the Annexure – XIV against the Tax invoice and copy/ screen shot of the invoice as appearing in the GSTR-1.

4.5. For CAMC Items:

- 4.5.1. No mobilization advance shall be paid for any activity.
- 4.5.2. The payment shall be made on quarterly basis after successful completion of period.
- 4.5.3. Documents required for release of payment:
 - 4.5.3.1. Three copies of Invoice(s) according to the items mentioned in BoQ or further order in this regard.
 - 4.5.3.2. Satisfactory Completion/ Installation/ Measurement/ Fixation report as applicable.
 - 4.5.3.3. Insurance Certificates, as applicable.
 - 4.5.3.4. Self-Declaration u/s 206AB/206CCA of 'The Income Tax Act, 1961 regarding Deduction/Collection of Tax as per Annexure – XV
 - 4.5.3.5. GST Declaration as per Annexure – XIV against all the Tax invoice and copy/ Screenshot of the invoice as appearing in the GSTR-1 for previous RA Bills.
- 4.6. Payments shall be released after deducting any Compensation for Delay/ Liquidated Damage/ Recovery for breach of SLA for which the Contractor might have rendered themselves liable as per provision of contract and applicable income tax and applicable deductions as per laws & purchase order.
- 4.7. GST (Goods and Service Tax) shall be paid to the bidder for any taxable supply / services against a valid tax invoice. The bidder is required to provide the tax type and tax percentage.

5. Project Worksite:

Worksites for the project shall be at designated airports, which currently includes Chennai, Bhubaneswar, Bagdogra, Chandigarh, Coimbatore, Goa, Indore, Ranchi, Patna, Raipur, Srinagar and Vishakhapatnam airports.

- 5.1. The project can be extended to any worksite(s)/Airport(s) as per requirement of AAI during the currency of contract.

5.2. The Supply & Services shall be made at the Worksite without any delivery & other charges on AAI & the Contractor shall be liable to render the Services required at the worksite without any additional Financial Obligation to AAI. Tentative Hardware quantity for 12 airports is at Annexure – XXV.

6. Extension of Contract for additional Airport(s)

- 6.1. AAI at its sole discretion may extend the contract for additional airport(s) across the country, above and beyond the initial worksite(s) as indicated above, during the currency of the contract. The decision of AAI in this regard shall be final and binding on the contractor.
- 6.2. As the Implementation of AAI DY Central Application is One-time activity, as per Sub-head 1 of Schedule – A, no additional payment shall be applicable for the AAI DY Central Application for such onboarding of additional airport(s).
- 6.3. However, additional payment for items under Sub-head 2 to Sub-head 5 of Schedule – A, as required and approved by AAI for such onboarding, shall be applicable.
 - 6.3.1. In case the addition of airport happens within the initial one-year warranty period (from the approved Go-Live Date of the 6th Airport), final contract price shall be considered.
 - 6.3.2. In case the addition of airports happens beyond the initial one-year warranty period (from the approved Go-Live Date of the 6th Airport) and beyond the initial 12 Airports, but within the currency of the contract, inflation as per Consumer Price Index (CPI) factor will be applicable against the final contract price from the date of completion of the initial one-year warranty period.

7. Ownership of Data

- 7.1. The contractor shall be Data Fiduciary for all transactional Data, including Personal Identifiable Information (PII) data. The contractor shall be liable for all aspects of such data, including but not limited to Access, Usage, Updation, Storage and Purge, in accordance with DigiYatra policy and amendments thereof, issued from time to time. However, AAI shall retain the rights to access such data, if needed.
- 7.2. AAI shall be Data Fiduciary for all Statistical Data, including but not limited to usage statistics, audit logs, configuration, access control logs and metadata of the entire project. The contractor shall act as Data processor for such type of data.

8. Go-Live Criteria

The contractor must prepare and agree with AAI on the detailed plan for Go-Live as per the following Go-Live Criteria.

- 8.1. AAI DY Central Application is up and running in AAI Central cloud environment as per the defined scope of work.
- 8.2. Integration between DYCE and AAI DY Central Application is complete.
- 8.3. Integration between existing domestic airlines DCS for respective airport under consideration and AAI DY Central Application is complete.
- 8.4. SITC of Hardware as per delivery clearance issued by AAI for respective airport under consideration is complete.
- 8.5. Signed-off UAT report, ensuring all issues raised during UAT have been resolved, for respective airport under consideration is submitted.
- 8.6. VAPT has been conducted by a CERT-In empanelled agency and corresponding findings have been mitigated in the solution.
- 8.7. SLA monitoring tool has been provided and configured as per defined scope of work.
- 8.8. The entire solution is designed, developed, configured and deployed in accordance to the defined scope of work and project deliverable documents submitted by the contractor.
 - 8.8.1. For this purpose, the contractor must engage a 3rd party agency to audit the entire solution, post approval of AAI.
 - 8.8.2. Project deliverable document that have been submitted by the contractor must be audited by the appointed 3rd party agency.
 - 8.8.3. Appointed 3rd party agency must audit the system to validate if the system is designed to remove all single point failures and appropriate redundancy is built into all the components to provide the ability to recover from failures.
 - 8.8.4. Appointed 3rd party agency must audit the manageability requirements such as remote monitoring, administration, configuration, inventory management, fault identification etc.
 - 8.8.5. The contractor needs to prepare and provide all requisite information/documents to third party auditor and ensure that there is no delay in overall schedule.
 - 8.8.6. The aforesaid auditing activity must be taken up by the contractor without any additional financial obligation to AAI.

9. **Conditional Go-Live Criteria**

In exceptional cases, for reasons beyond the Control of the Contractor, conditional Go-Live can be considered by AAI, provided bidder has demonstrated operational readiness of the system in the Production Environment.

- 9.1. AAI shall be final authority on the decision of Conditional Go-Live on such extraordinary situations.
- 9.2. In no case, Conditional Go-Live shall be considered as Completion of Project.
- 9.3. AAI shall withhold payments on pro-rata basis for all the incomplete BoQ Items. The balance payment will be paid on successful regular Go-Live.

10. Exclusion of Items from contract or Termination of Part/ Full Contract:

- 10.1. AAI at its sole discretion may not award any Supply/ Work Order for all the items included in the RFP and may exclude some of the items as well. AAI may also at its sole discretion terminate the contract for some of the items.
- 10.2. Contractor shall handover the system/ equipment in fully serviceable and functional condition at the time of closure of maintenance contract. Else, the defects shall be rectified at the risk and cost of contractor.
- 10.3. AAI shall terminate the contract and takeover the system maintenance at any time without notice, in case the services are not found satisfactory. Under such conditions, all the defects shall be rectified at risk and cost of contractor.

11. Guarantee / Warranty & CAMC

- 11.1. The contractor as per operation, installation, maintenance manuals and performance guarantee tests supplied by the contractor, will do the loading, installation & commissioning of systems. The contractor will be fully responsible for the guaranteed performance of the supplied systems and guarantee/ warranty obligations.
- 11.2. All the Supplied Items including workmanship shall be guaranteed against all defects/ bugs and for a satisfactory performance as per all the listed features, for a period of 1 (One) year from the date of commissioning of the entire project
- 11.3. The Contractor shall guarantee that the Items, articles sold/ supplied against the Contract to AAI shall be brand new & no refurbished items shall be supplied. The Installation/Services offered shall be as per the Industry Standard & as per the Terms & Condition of the Notice Inviting RFP.
- 11.4. The Contractor shall attend at his own expense and get the defects/ bugs removed in the systems as detected by AAI during the period of Guarantee/ Warranty.
- 11.5. It shall be the responsibility of the Contractor to coordinate with the OEM and get the Material Fixed/ Replaced in case and Defect / Bugs/ Unsatisfactory Performance occurs.
- 11.6. Guarantee/ Warranty shall be comprehensive in nature, i.e. shall include both parts and labour, and shall be carried out onsite.
- 11.7. Breakdown Complaint shall be considered resolved only when the entire system / Solution works satisfactorily.
- 11.8. A fine of an agreed amount as per the SLA defined in this RFP shall be applicable for any violation of the SLA for breakdowns.

- 11.9. In case, the Breakdown Complaint is not resolved within 5 weeks from the date of intimation of the Complaint, AAI may take required corrective measure to resolve the breakdown at the risk and cost of the Contractor.

12. Substitution & Wrong Supplies

- 12.1. Unauthorized / Pirated substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or old versions shall be returned to the Contractor at his own cost and risk.
- 12.2. In case the items/articles are not as per the specifications and required quality, the same are liable to be rejected by AAI. Decision of AAI will be final on this account. The rejected items must be removed by the Contractor from AAI's premises within three days from the date of information of their rejection. The expenses incurred on this account shall be borne by the Contractor.

13. Upgradation

- 13.1. The Contractor shall guarantee the long-term availability of Upgraded versions of hardware/ software to AAI for the full life of the equipment.

14. Technical Manual

- 14.1. The bidder shall supply complete set of technical/ operations and maintenance manuals (as applicable) to AAI. The cost of such manuals supplied will be included in the cost of the system.

15. Change of Model

- 15.1. No change of model after the placement of order shall be entertained unless the alternate model offered is latest & is equivalent or higher in specifications, supported by a declaration from the respective OEM, without any additional financial implication to AAI. Approval of AAI has to be obtained for such a change of model. Delivery of the alternate product without an approval shall not be accepted and AAI shall not be responsible for any delay in delivery schedule on this account.

16. Intellectual Property Rights

- 16.1. Airports Authority of India recognizing the intellectual property rights (in case of Software Development Projects) of the contractor and shall allow the marketing of the product to third party provided the marketing is done jointly or in consultation with AAI.

- 16.2. For this, a separate Memorandum of Understanding (MOU) shall be signed between AAI and the Contractor before taking up such activity.
- 16.3. MOU will define in clear terms the responsibility of both the parties, financial implications, royalty benefit(s) to AAI and legality of the action.

17. Submission of Acceptance Testing procedure

- 17.1. It will be the responsibility of the vendor to submit the system test procedure for conducting the post installation site acceptance testing. The procedure submitted by the vendor must be drafted in line with the standard practices followed in the industry and must be in accordance with the test procedures & practices specified by the OEM.
 - 17.2. The acceptance test procedure on approval by AAI shall become the document for acceptance of the equipment after installation at the site. The draft copy of Acceptance test procedure must be made available to AAI before 30 (Thirty) days of the schedule site/ user acceptance date.
18. The entire work has to be executed with total responsibility by the Contractor. All Necessary Technical Completeness shall be ensured by the Contractor at the time of quoting for completion of Works.
19. The vendor must deploy well trained personnel at the site, if required. AAI shall not be responsible for any incident or accident happening at the site due to the negligence of the personnel deployed by the bidder. The bidder shall absolve AAI against all such claims.
20. The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies at site.
21. **List of Exclusions**
The RFP clauses 'not related for the present RFP' are not applicable.

Section – V: Scope of Work

1. Introduction:

- 1.1. In undertaking this project AAI is looking to leverage the best in digital technology to deliver seamless experience to its passengers. This project will focus on achieving operational efficiencies, security effectiveness for its key stakeholders (Passengers, Airlines, Airport staff and CISF).
- 1.2. Airports Authority of India (AAI) is planning to implement DigiYatra at AAI airports as per the DigiYatra Policy issued by Ministry of Civil Aviation.
- 1.3. The implementation shall be carried out in phases as decided by AAI during the currency of the Contract in various Airports across the Country, including but not limited to the following Airports - Chennai, Bhubaneshwar, Coimbatore, Chandigarh, Goa, Indore, Bagdogra, Ranchi, Patna, Raipur, Srinagar and Vishakhapatnam Airports. Thereafter, the same system may be rolled out to other AAI airports as well, as the need arises.
- 1.4. The system aims to provide a seamless, touchless & hassle-free passenger processing through different touchpoints (Airport Entry Gates, SHA and Boarding Gates) at the Airports using AI based Facial Recognition technology. This project involves carrying out the implementation of the Biometric validation of the passenger using the Biometric Face Recognition technology. Currently the system is enabled only for the departure passengers.

2. Project Implementation Model – Basic Architecture

- 2.1. **Central Application:** The AAI DY Central Application to be developed under this project shall be a common DigiYatra application for all AAI airports. One-time development efforts would be admissible for Payment for the Central Application development / deployment on cloud including integration with external interfaces and connectivity. The application shall be robust and flexible enough to add/ modify airports on need basis. **No additional payment shall be applicable for the AAI DY Central Application on account of enabling additional airports or additional touch points.**
- 2.2. **Airport:** One-time payment shall be made for efforts required to deploy/configure the DigiYatra process at the airports as per the rates already agreed under this contract, on each airport basis, following the change management process. The efforts to add/ modify Airports shall include, but not limited to, setup of Airport Network, Connectivity to Central Application, additional computational requirements and any other one-time setup required for the respective airports.
- 2.3. **Airport Touchpoint:** Addition of new Touchpoints in an existing airport will be done as and when required by AAI. SITC of such Hardware shall also include the efforts for, but not limited to, addition of licenses, addition of cloud infrastructure, establishment of Network

Connectivity to the Touchpoint and any other provision required to operationalize the touchpoint. Payment for the same shall be considered as per the rates agreed under this contract, on each Touchpoint basis, following the change management process.

3. Project Solution Design

3.1. The Contractor shall design the solution architecture to meet the functional and technical requirements mentioned as part of this CONTRACT.

3.2. The system design must cater to requirements of all stakeholders including Passengers (Users of the system) and AAI, Airport Staff, Airlines, CISF staff (for monitoring and management and exception handling etc.) and Support teams.

3.3. Contractor shall be entirely responsible for the design and architecture of the system implemented to satisfy all requirements as described in this document including sizing of the required hardware.

3.4. Contractor will design the system as a platform that can easily be replicated across airports as and when required. Also, the system must be scalable and resilient. It must allow easy addition of devices with minimal customization and should be ready for future systems.

3.5. Contractor must ensure for accurate capture of all the actions of the passengers along with time stamp and individual mapping which can be used for tracking and evaluation by AAI.

3.6. List of Touchpoints at Airport:

3.6.1. Airport Entry Gate: Facial Biometric enabled Entry through Biometric Gate.

3.6.2. PESC Entry: Facial Biometric enabled verification through Biometric Gate.

3.6.3. Boarding Gate: Facial Biometric enabled validation through Biometric Pods.

3.6.4. Transfer Area: Facial Biometric enabled Entry and verification through Biometric Gate.

3.7. Table below provide some of key points that need to be considered for solution designing:

Sl. No	Parameters	Key Points
1	General Guidelines	<p>1. The solution design must be based on open industry standards and protocols.</p> <p>2. The solution must be centrally deployed and globally accessed.</p> <p>3. The solution must be modular, scalable and flexible as a true 'Cloud Deployable' solution.</p> <p>4. The solution must provide interoperability across Cloud Providers, Platforms.</p> <p>5. It is highlighted that in case of COTS products proposed, Contractor shall provide detailed explanation of selection of the same in the</p>

		<p>proposal. Further, licenses for the same shall be perpetual licenses in the name of AAI.</p> <p>6. It is declared that any source code shared with AAI shall be used only for the purpose of the project or non-commercial use only. Hence, proprietary products may be accepted in case source code is shared for any proposed proprietary product.</p> <p>7.The final call for acceptance is with AAI.</p>
2	API driven architecture	<p>1.The Contractor needs to set up, operationalise and maintain system for APIs, as per the IATA “Simplifying the Business” STB guidelines; some of the APIs is provided in the Digi Yatra Policy Document.</p> <p>2.The Contractor, in consultation with the AAI, will be required to set up a process for issuance of standards for the DigiYatra System APIs.</p> <p>3.Provision to integrate and exchange of information with other airport systems such as Airline DCS, AODB/FIS, etc. may be a batch exchange of data or live integration on a transactional basis. The utility may reside both in the external systems environment as well as in the DigiYatra environment based on requirement for data exchange and feasibility to change in department side application.</p> <p>4.Further, there may be external/ other systems that may transmit data in other format; the Contractor is solely responsible to build a converter/adaptor to convert into the desired format or vice versa. The convertor/adaptor will reside in the DigiYatra system environment and will parse the data as and when received. A utility will also need to be built to push or pull information to or from the other systems based on event triggers.</p>
3	Application	<p>1.All Licenses, as required for the implementation of the System, must be in the name of AAI.</p> <p>2.The solution design must focus on developing workflow and business transaction, rules management, configuration management.</p> <p>3.All applications must consider appropriate security, performance, efficiency and maintainability issues based on the functional,</p>

		<p>technical and non-functional requirements and the defined SLAs.</p> <p>4.The Contractor must ensure that services must be written in such a way that they can be automated for testing. Test automation is necessary to ensure services can be upgraded, re-factored, etc. without breaking other services that use them. The Contractor must ensure that all services must be inherently versioned and all invocations must specify the version of service.</p> <p>5.Contractor must ensure that new versions of services must be backward compatible with at least three previous versions so that users of the service can start using new version of the service without mandatorily making changes to their code.</p>
4	Support for PRM (Passenger with Reduced Mobility) and Senior Citizen	<p>1. While designing the solution and Process flow for passenger processing, Contractor must use Digitally accessible products.</p> <p>2. System must allow more time to cross the Biometric Gate in case of passenger with Special needs.</p> <p>3. Biometric Gates should be capable of providing Voice Assisted Guidance for PRM.</p>
5	Data	<p>1. Data must only be accessed through application / interfaces for create, update and delete. There must not be any direct access to the data layer for users until and unless authorized by AAI under special circumstances.</p> <p>2. Data Display for User Interface shall be available in at-least 3 languages including Hindi, English and Regional language (of the indicated airports).</p>
6	Data Security as per Industry Best Practices	<p>1. Contractor shall ensure to maintain data security at the application level.</p> <p>2. Contractor shall ensure to maintain data security at the database level.</p> <p>3. Contractor shall ensure to maintain data security at the messaging and middleware level.</p> <p>4. Contractor shall ensure security when the applications are accessed from outside the network or accessing resources outside the network.</p>

		5. Contractor shall ensure of encryption and security for external transaction with partner network and systems.
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4. **Project Planning and Testing Requirements**

- 4.1. Contractor needs to prepare an Integrated Project Plan for the entire project. Project plan must provide a detailed drill down of all activities to be undertaken. This includes details of tasks, assigned teams for undertaking responsibilities for the task, schedule of deliverables and milestones, key assumptions and dependencies, associated risks and mitigation plans.
- 4.2. Contractor is required to detail functional & process and further elaborate based on discussion with AAI. The requirement gathering must cover (but not be limited to) workflows, business rules, validations, regulatory / legal requirements/security requirements, etc. On basis of the requirements gathered, the Contractor is required to prepare an SRS document.
- 4.3. Contractor is required to obtain formal sign-off /approval on the SRS document from AAI in order to commence the design stage of the project.
- 4.4. Contractor will submit Requirement Traceability Matrix (RTM) which will act as basis for analysis of change requests that may arise during the course of operations and maintenance of the solution.
- 4.5. Contractor is required to propose the placement of the hardware keeping in mind the customer convenience, aesthetics and performance. Contractor, in this regard, is required to undertake approval on the placement of hardware from AAI airports. It is to be noted that AAI will strive to provide any additional support for placement of hardware at the airports; however, the ultimate responsibility for entire installation and commissioning of the hardware is on the Contractor.
- 4.6. The ownership of all hardware and licenses shall be with AAI.
- 4.7. Contractor is responsible for undertaking all repairs required in case of any damages caused during installation and commissioning of hardware and other ICT infrastructure. In this regard, Contractor is required to ensure that all aesthetics of the airports are brought back to its original look and feel post installation of hardware and other ICT infrastructure.
- 4.8. Contractor must ensure that warranties/AMCs are procured for all hardware components over the entire duration of the project.
- 4.9. For Airline DCS integration, it will be the sole responsibility of the contractor to do the necessary project planning, execution and integration in the AAI DY Central Application for DigiYatra. The contractor shall be responsible for direct coordination with the respective Airlines/ Various Technical Teams of stakeholders/ DCS providers for such DCS Integrations. AAI will, however, extend necessary support to the extent possible, for liaison with the respective Airlines.
- 4.10. For all the integration requirements (DCS, AODB, FIDS, Passport DB etc.), the Contractor shall obtain the required consent and approval, on behalf of AAI, from respective stakeholders as required for integration to AAI Central application.
- 4.11. Contractor must design the solution adhering to RTOs, RPOs and the SLAs. Based on the requirements, Contractor needs to decide on the number of sites (Geo-diversification) the

solution would be hosted on. Contractor is free to construct the solution using exclusive or mix of MEITY empanelled Public or Private Cloud setup in order to meet the requirements of the CONTRACT, but the Contractor needs to ensure that the fundamental principles of cloud - scalability, elasticity and agility - are maintained.

- 4.12. Contractor is required to prepare and submit along with their technical proposal, the details of methodologies & computations for sizing & capacity of storage, compute, backup, network and security.
- 4.13. Contractor shall provide the testing strategy including the Requirement Traceability Matrix (RTM) and relevant test plan and shall also conduct the testing of various components of the software developed/customized along with the solution as a whole.
- 4.14. Contractor is required to get a sign-off / approval on the Test Deliverables (Requirement Traceability Matrix and Test Plan) from AAI Project Manager in order to commence the testing for the proposed solution.
- 4.15. Contractor shall conduct System Testing in accordance with the approved test plans. This shall include exhaustive testing including functional testing and security testing. Functional testing will be led by the Contractor's domain experts.
- 4.16. Contractor will plan all aspects of UAT (including the preparation of test data) and obtain required approval from AAI Project Manager. Based on the findings of UAT, the Contractor shall make the necessary changes to the application.
- 4.17. Contractor shall ensure to document the changes made during UAT. This Document shall become the part of the final SRS, RTM and other necessary documents.
- 4.18. It is the responsibility of the Contractor to ensure that all required infrastructure to conduct the User Acceptance Testing (UAT) are installed at required locations.
- 4.19. Performance testing would include load / stress testing. This would need to be carried out on the exact architecture as would be used in the production environment (AAI DY Central Application as well as computing capacity). All necessary tools to carry out Performance testing would be provided by the Contractor.

5. DigiYatra Central Application and Associated Integrations

The DigiYatra Project's central application comprises a facial recognition engine and a central interface responsible for gathering and transmitting data between the DigiYatra Central Ecosystem (DYCE) and the Departure Control Systems (DCS) used by various airlines operating at the airports under consideration. The AAI DY Central Application will be developed and deployed over cloud by the Contractor. All airports touchpoints (i.e. Biometric Gate and Biometric Pods) will be integrated with central application. It is sole responsibility of Contractor to manage all data of the project on behalf of AAI. The Contractor must ensure compliance to applicable standards and cybersecurity measures, for entire duration of the project.

5.1. Central Application

AAI DY Central Application is a middle layer on a Cloud Platform specifically designated for use of AAI in this DigiYatra Implementation Project. Following are the key constituents of the AAI Central Application:

5.1.1. Central Facial Recognition Engine

The Central Facial Recognition engine deployed in AAI DY Central Application must be vendor agnostic for matching and identification of captured images. It should support Advanced text search, name matching, and identity resolution. It must support multiple integration option using industry standard interface using Web services /API.

Face Recognition Solution to be deployed by the Contractor shall be listed in **latest report from the National Institute of Standards and Technology (NIST) within latest FRTE VISA BORDER Standards, where value under INVESTIGATION is FNIR (1600000, 0, 1) <= 0.01 AND IDENTIFICATION is FNIR (1600000, T, L+1) <= 0.01.**

- 5.1.1.1. Contractor has to ensure that the Facial Recognition Solution clients at touchpoints must be easily deployable over the hardware considered in the project keeping in various environmental conditions under consideration, including but not limited to camera angles (both horizontal & vertical), lighting condition (face capture even in dim light), movement patterns of persons belonging to different age groups and genders etc. The solution must also ensure low number of false positives and false negatives. Algorithm must ensure Liveness Detection of the passenger.
- 5.1.1.2. For Central FRT, it must provide extremely accurate matching (1: N) with **low** False Negative Identification Rate (FNIR). The Accuracy of Facial Biometric Identification must be at least 97%, at this accuracy value under Investigation is FNIR (1600000, 0, 1) <= 0.01 and Identification is FNIR (1600000, T, L+1) <= 0.01.
- 5.1.1.3. It should provide extremely accurate 1:N or 1:1 matching with high throughput. The solution must be capable of verifying a registered entity using 2D/QR code scanning (1:1 verification).
- 5.1.1.4. The complete process of Capturing and Identification, i.e. the time between Capture of Face by the Camera at Touchpoint, completion of Validation of the same at the AAI DY Central Application and opening of gates, MUST NOT take more than 3 seconds (on daily aggregated average for all Touchpoints). For the same, Contractor must demonstrate it during Go-Live and monitor it during entire project life cycle.
- 5.1.1.5. **Duplication Check:** The system shall be able to check if new enrolled face is already enrolled in the data base before registering the new enrolled face in the system.
- 5.1.1.6. **Liveness/Fake detection functionality:** Contract must ensure that deployed solution must not require any dependency on movements of the facial features or head of the passenger.

- 5.1.1.7. **Integration with Real time Dashboards:** The solution must provide a Biometric performance tool to measure the performance of the biometric systems and set threshold values etc. Various results such as Biometric Identification results, Image Quality, FRR (if False rejection is overridden by CISF through tablet) etc to be shared for review and monitoring as per AAI requirement.
- 5.1.1.8. **Manages Secure transactions:** Identities are securely translated, converted, and routed through each step using industry-standard encryption.
- 5.1.1.9. The facial biometrics stored should be encrypted and stored in the form digital template and should provide maximum level of security and privacy.
- 5.1.1.10. The solution should provide the capability to configure the workflow process to be followed at a Passenger Touch Point (PTP) and the business rules that pertain directly on the system themselves without assistance.
- 5.1.2. AAI DY Central Application must have a capability to integrate with external data sources, both identified and forthcoming, till the project duration. Sufficient API or other suitable mechanism must be developed to send and receive the data between the AAI DY Central Application and the external interfaces.
- 5.1.3. AAI DY Central Application must have a capability to recognize Duplicate, Modified and Forged Bar-coded Boarding Pass (BCBP); in order to identify ill-intensions of falsified BCBP.
- 5.1.4. Adequate logic must be implemented in AAI DY Central Application to handle Irregular Operations (IROP) situations, deboarding scenarios, Partial de-boarding, No-Show cases, baggage left (i.e. passenger has left luggage/baggage at any of Biometric gates), tailgating etc for each departure airport. Same must be detailed at time of design phase, during project implementation to meet all operational compliance. Overview of IROP situation is mentioned below:
 - 5.1.4.1. Irregular Operations (IROPs) are identified by an airline or ground handler acting on behalf of an airline when a disruption on the day of travel or the day prior to travel causes the customer to not be able to use the flight(s) ticketed.
 - 5.1.4.2. An IROPs may be, but is not limited to, a flight delay, cancellation, diversion due to weather, mechanical problem, landing restriction, air traffic congestion, accident/aircraft damage, security concern, immigration issue, oversold flight, boarding delay, crew shortage or other staff issues.
- 5.1.5. Tentative steps to be followed for Day of Travel (DoT) scenarios as detailed in DoT para of Section V of this RFP. Same must be detailed at time of design phase, during project implementation to meet all operational compliance.

- 5.1.6. AAI DY Central Application must have sufficient storage and compute capability in order to meet the SLAs defined.
- 5.1.7. AAI DY Central Application must be able to provide dynamic dashboard as per AAI operational requirement and must be capable to generate report in HTML/PDF/CSV format. Contractor must ensure that API based integration with AAI website must also be provisioned.
- 5.1.8. List of services to be provided in AAI DY Central Application includes, but not limited to the following –
 - 5.1.8.1. Passenger Services such as Authentication and credential validation at touchpoints.
 - 5.1.8.2. CISF Services such as Passenger Verification, Exception handling, Passenger tracking etc.
 - 5.1.8.3. Airline Services such as Boarding, zone (i.e. airport entry, SHA & boarding) based passenger tracking etc.

5.2. Cloud Deployment Architecture for AAI DY Central Application Cloud

- 5.2.1. Contractor must architect an Infrastructure as a Service (IaaS) or Platform as a Service (PaaS) or both IaaS and PaaS on Virtual Private Cloud (VPC) / Government Community Cloud (GCC) deployment model (as per MEITY) of a MEITY empaneled Cloud Service Provider. In case of GCC model also, AAI DY Central Application and infrastructure stack must be logically segregated from the other Government clients.
- 5.2.2. “Data Centre” or “DC” means the data center which shall be established by Contractor as a part of AAI DY Central Application Cloud for and on behalf of AAI.
- 5.2.3. “Data Centre Assets” means the inventory of assets relating to facilities, services and installations needed for the functioning of the DC.
- 5.2.4. “Disaster Recovery Site” or “DR” means the Disaster Recovery Data Centre site which shall be established by Contractor as a part of AAI DY Central Application Cloud for and on behalf of AAI.
- 5.2.5. Identified Cloud Service provider (CSP) by Contractor must have ISO-22301 certification for business continuity.
- 5.2.6. CSP must support BYOL (Bring your own license). The OS offered must come with continuous updates and upgrades for the entire contract duration.
- 5.2.7. The Contractor must use Open Source Solution (Enterprise Edition) for any application software that Contractor would be deploying on Virtual Private Cloud/ Government Community Cloud of CSP. In case there is a need to purchase COTS (Commercial-off-the-Shelf) license, the same must be flagged and justified; additionally, any purchase of any license or support or services must be in the name of AAI. Details must be submitted & approved at SRS stage. Further, licenses for the same shall be perpetual licenses.

5.2.8. Key properties of DC & DR

- 5.2.8.1. DC & DR must be provided by the same CSP. The CSP must specify DC and DR locations. Both must be physically located within INDIA. AAI may, at any point of time, require audit of the provisioned DC / DR environment; Contractor /CSP is required to facilitate such timely audits.
- 5.2.8.2. Cloud service must support a Hardware/Software based VPN connection over MPLS from the cloud DC/DR to Airports and site-site VPN (IPSec) over Internet for AAI airports for this project.
- 5.2.8.3. Once the High availability Setup is established between DC and DR, Recovery testing need to be performed and DC-DR drill needs to be conducted once in every quarter.
- 5.2.8.4. Contractor must make sure that DC replication is taken care of either through a SaaS based software/Software Deployed on Cloud VM managed by Contractor or native cloud-based data replication service.
- 5.2.8.5. Contractor must provide network information of cloud virtual resources & its utilization (i.e. CPU graphs of each cloud virtual machine) from CSP to AAI.
- 5.2.8.6. Contractor must offer provision to monitor latency to cloud virtual devices resources from CSP to AAI.
- 5.2.8.7. Contractor shall provide interoperability support with regards to available APIs, data portability etc. for the AAI with no financial implication for entire contract duration to utilize in case of:
 - 5.2.8.7.1. Change of Cloud Service Provider.
 - 5.2.8.7.2. Migration back to in-house infrastructure.
 - 5.2.8.7.3. Burst to a different cloud service provider for a short duration.
 - 5.2.8.7.4. Availing backup or DR services from a different service provider.
 - 5.2.8.7.5. The CSP must offer block storage volumes greater than 1 TB in size.
 - 5.2.8.7.6. Cloud service must support solid state drive (SSD) backed storage media that offer single digit millisecond latencies. There must be an option to choose the media type with respect to the type of environment. All production instances storage must be SSD backed. Other environments need not be on SSD.
- 5.2.9. Contractor shall assess and recommend the infrastructure requirements (including OS Instances, Storage, Networking, Security etc.) for hosting and maintaining all required applications/ services at design stage of Project. The Departing Passenger Count for the indicative list of Airports in Q1-FY 2023-24 (01st April to 30th June, 2023) and projected Growth Rate of the same are provided under Annexure – XXIV. However, the list is indicative only, the Contractor shall provide the services in conformance with the SLAs as described in the CONTRACT during the entire project duration.
- 5.2.10. It is sole responsibility of the Contractor to provision all required components, sub components, licenses, assemblies, sub-assemblies etc. Contractor will have to provision the same to meet the solution requirements at no additional cost and

time implications to AAI, even if the designed solution requires additional items for successful deployment of the system post design phase.

- 5.2.11. While, the initial sizing & provisioning of the underlying infrastructure (including the system software and bandwidth) may be carried out for the first year; subsequently, it is expected that the Contractor, based on the growth in the user load (peak and non-peak periods; year-on-year increase), will scale up the compute, memory, storage, and bandwidth requirements to support the scalability and performance requirements of the solution and meet the SLAs. Any such scaling up would be the responsibility of Contractor during the contract period, with no additional cost to AAI.
- 5.2.12. The relational database system must be constructed in high availability mode with Synchronous replication. It must have proven scalability credentials to cater to any system load.
- 5.2.13. Any proprietary OEM specific functionality of database must not be used in order to achieve portability.
- 5.2.14. The database platform must support Failover Clustering and disaster recovery solutions.
- 5.2.15. It must store all operational data such as PNL Data (Passenger Name List), Data from Integration systems, Information from Digi Yatra Database, User Registration Data, Transactional data such as Passenger Statistics, Flight Statistics etc., Operational and Audit Logs etc till each flight Departure + 24 Hrs or earlier.
- 5.2.16. The Contractor must decide basis of the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) as per the SLAs and the number of sites the application instance would be hosted on.
- 5.2.17. The Database nodes (RDBMS) along with DC-DR must be in a separate zone with higher security as per MIETY guidelines.
- 5.2.18. The Contractor shall ensure that the database layer for the applications in production shall be deployed in N+N High Availability mode. The Web and Application layer for the applications in production shall be deployed in N+1 High Availability mode (Active-Active).
- 5.2.19. All data collected for the purpose of implementation of the solution must be stored within India. All backup data, all historical data-maintained post deletion of passenger information and all statistical data also must be stored within India.
- 5.2.20. For the complete solution, Contract must provide four environments – Production, Staging, Development and Testing/Training.
 - 5.2.20.1. Development and Testing/Training instance(s) must be sized at 10% of the Production instance size and are not required to be in High Availability.
 - 5.2.20.2. **Production and Staging instance(s) must be sized at 100% as per requirement of the project and are required to be highly available in active-active mode. These instances must be accessible from each airport under the project.**
 - 5.2.20.3. Staging environment would be used as Non-Functional Test Environment for Stress and Performance testing.
 - 5.2.20.4. Post Go-Live, the Production environment must not be used for testing and training purpose.

- 5.2.21. Low cost Object Storage must be utilized as the backup target. If there is need to use the block based storage for backup target for staging or as a whole, the same must be flagged and explained to AAI.
- 5.2.22. The Contractor must configure, schedule and manage backups of all the data (except Passenger Personal Data) including but not limited to files, folders, images, system state, databases and enterprise applications:
 - 5.2.22.1. An Initial Full Backup
 - 5.2.22.2. Weekly backup with 30 days retention
 - 5.2.22.3. Monthly backup with 30 days retention on Object Storage and 12 months retention on Long Term storage.
 - 5.2.22.4. Yearly backup with 30 days retention on Object storage and 7 Years retention on Long term storage.
 - 5.2.22.5. Encryption of all backup files and data and management of encryption keys as a service that can be enabled for DigiYatra project that require such a service.

5.3. Network Management Services for Central application

- 5.3.1. Contractor will be responsible for provisioning of requisite network infrastructure (including switches, routers, firewalls etc) for integration of DYCE and DCS with AAI DY Central Application. Contractor should recommend MPLS Bandwidth required for integration of DYCE and DCS with central application, as part of the SRS Document.
- 5.3.2. The Network Bandwidth Service Provider must have capability to run IPV4 and IPV6 (dual stack) on MPLS VPN links from date of Go-Live. Upgrade to IPV6 if required will have to be without any extra cost to AAI.
- 5.3.3. The solution must be capable of handling more than 1 million passenger requests per day from integrated touchpoints collectively. There must be no latency between DC and DR.
- 5.3.4. The uptime required by AAI ($\geq 99.75\%$) from DYCE to AAI DY Central Application Cloud must be as per SLA.
- 5.3.5. DR must be available at time of disaster of DC.

5.4. External Interface with AAI DY Central Application

AAI DY Central Application which acts as a middle layer will integrated with following interfaces through API, JSON or XML data formats, as required:

- 5.4.1. **Digi Yatra Mobile application (DY APP):** Integration is required to receive verified identity credential and proposed travel details of a domestic passenger, who has voluntarily shared data with the departure airport. The received information will be used to validate **passenger identity & travel credentials** at each touchpoint of departure airport.

- 5.4.2. **Airlines DCS at airports:** In initial phase, the AAI DY Central Application must be integrated with all domestic airlines for respective Airports. Subsequently, integration with international airlines will also be the part of scope of Contractor at a later phase.
- 5.4.3. To receive airline's passenger details i.e. PNR, passenger name and other flight details, AAI DY Central Application must fetch data from Airline's Departure Control System (DCS) of each operational airline on that airport. Hence a central integration is required with airlines DCS cloud to AAI DY Central Application Cloud in order to fetch the relevant data for the following operations:
 - 5.4.3.1. The received information will help to validate **passenger travel credential** at each touchpoint of departure airport.
 - 5.4.3.2. Flight data must be fetched from Airlines DCS & updated in AAI central application, along with associated changes, from Standard Time of Departure, STD - 48 Hrs till Estimated Time of Departure (ETD).
 - 5.4.3.3. Flight data must be updated as soon as any changes is available in the database. Also, data must be updated in every one minute from three hours pre-departure till Estimated Time of Departure (ETD).
 - 5.4.3.4. Contractor must determine the methodology to integrate with Airlines DCS.
 - 5.4.3.5. Contractor must ensure that the system must be designed flexible enough to integrate any additional host API or protocol in order to support dedicated airline host environments.
- 5.4.4. **Touchpoint integration:** For seamless passenger facilitation, airport touchpoints i.e. Biometric Gates/Pods and CISF tablets will be integrated with AAI DY Central Application to validate identity and travel credential of a domestic passenger.
 - 5.4.4.1. Touchpoint will capture the passenger/user details which will be send to AAI DY Central Application for data validation as per configured project objectives.
 - 5.4.4.2. Visual intimation along with feedback/alerts will be provided to passenger/CISF at respective touchpoint.
- 5.4.5. Proposed solution must have ability for seamless integration with airport's existing system along with Airlines DCS or any Future systems to be deployed at airport. The Contractor has to integrate such systems, if required by AAI, without any additional Financial obligation.

5.5. AAI DY Central Application Architecture Guidelines

- 5.5.1. It is expected that the Contractor shall design the solution on world class standards and consider Government of India's policy on adoption of open source software (MeitY vide F. No. 1(3)/2014-EG II). The AAI DY Central Application must be able to work in tandem with different stakeholders in the ecosystem. The AAI DY Central Application must be on micro services-based architecture.

- 5.5.2. The system should be architected as a multi-layered architecture built on the principles of Service Oriented architecture (SOA).
- 5.5.3. It must be ensured that system is designed for scale. Thus, the system will be capable of being scaled up to more user requests or handling a greater number of input resources in various modules.
- 5.5.4. As the Project moves to next level, where additional Airports get added to the system, the system must be scalable and robust to handle passenger traffic from additional airports. The AAI DY Central Application and interfaces will be common for additional airports. Even inclusion of additional application functionalities must be catered to by upgrading the software editions with minimal effort. Thus, Contractor must ensure that system has ability to extend functionality of the solution without significant impact to the existing functional components and infrastructure.
- 5.5.5. Contractor must ensure that system key modules must enable complete integration between different modules to enable building of workflows which may leverage information across the modules.
- 5.5.6. Contractor will be responsible for supplying the application, licenses, database and related software, integration tools and installing the same so as to meet RFP requirement.
- 5.5.7. Contractor should ensure that following features in system architecture:
 - 5.5.7.1. System must provide clustering and ensure reliability, scalability and single point of administration.
 - 5.5.7.2. Version control must be taken into consideration.
 - 5.5.7.3. Feature to publish APIs along with API upgradation as per operational requirement.
 - 5.5.7.4. System should support deployment in container environment for Microservices architecture and auto scale capability to ensure dependencies are addressed at all stages.
 - 5.5.7.5. System must ensure end to end security and Contractor would conduct the periodic assessment services to ensure compliance and robustness of the system.
- 5.5.8. Contractor should ensure to develop modules of AAI DY Central Application which are not hardwired for any contractor algorithm. It should be ensured to include following qualities as built in feature of the system:
 - 5.5.8.1. Digital Access and Delivery Mechanisms
 - 5.5.8.2. Alignment to Privacy by Design Principles
 - 5.5.8.3. Automated touchpoint Health monitoring & alerts