

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-05-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	21-05-2025 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Civil Aviation
Department Name/विभाग का नाम	Airports Authority Of India (aai)
Organisation Name/संगठन का नाम	Airports Authority Of India
Office Name/कार्यालय का नाम	Airports Authority Of India, Safdarjung Airport
क्रेता ईमेल/Buyer Email	buycon632.aai.dl@gembuyer.in
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	Intrusion Prevention System (IPS) (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	177 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders

Bid Details/बिड विवरण	
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	58893481
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	1766804

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	15

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

General Manager(IT)  
Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi  
(Airports Authority Of India)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.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.

3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified,

then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

#### Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

BoM for NIPS solution with 1 year OEM warranty - [1742535299.xlsx](#)

#### Intrusion Prevention System (IPS) ( 2 pieces )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

#### Technical Specifications/तकनीकी विशिष्टियाँ

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
BASIC INFORMATION	<b>Synopsis</b>	The offered product should be dedicated purpose built Instrusion Prevention System (IPS), OEM/Sellers note that the offered product should not be subset of Network Firewall Appliance or UTM Appliance or LAN Security System or Application Delivery Controller or Web Application Firewall or APT( Advanced Persistent Threat) solution
	<b>Scope of supply</b>	Dedicated Purpose-built Intrusion Prevention System(IPS)
	<b>Rated throughput of the offered IPS product</b>	40 Gbps, 50 Gbps, 55 Gbps, 60 Gbps, 65 Gbps, 70 Gbps, 100 Gbps Or higher
	<b>Warranty of IPS Appliance(in years) (Hint :- Select ' NA' if not applicable)</b>	1, 2, 3, 4, 5, NA
SCOPE OF LICENCE	<b>Types of Licence</b>	Perpetual
	<b>" Duration of Subscription (in Years) "</b>	1, 2, 3, 4, 5, NA
	<b>Scope of Installation</b>	Installation, Integration, Configuration, User Acceptance Testing of all module
	<b>The offered product have support from OEM for</b>	Updation for Patches and Bug fixes within supooort period, Upgradation of version within support period, RMA of faulty devices
	<b>Number of Years upto which support is available from OEM for Updation (Patches and Bug fixes)</b>	5

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Number of Years upto which support is available from OEM for Upgradation of version	5
	No of days Training Provided at Site (for maximum batch of 10)	upto to 5
IPS PERFORMANCE PARAMETERS	Real-World (Actual)Throughput of the offered product(in Gbps)	40.0 - 100.0 Or higher
	Maximum Scalable Throughput of the offered product(in Gbps)	1 - 100
	Latency in Microsecond	upto 60
	Number of Gigabit Ethernet — Copper Ports	8
	Number of 10-Gigabit Fibre Ports With Multimode (SR) modules	2, 4, 6, 8, 10, 12, 16, 20, 24, NA
	Number of 40 -Gigabit Fibre Ports With Multimode (SR) modules	10, NA
	Number of 100 -Gigabit Fibre Ports With Multimode (SR) modules	8, NA
	Redundant power supply	Available in the offered product
IPS FEATURES	Supported modes of deployment	SPAN, Inline, L2 (Bump in the wire)
	" Traffic inspection perform on the basis of "	Reputation, Signatures
	"Capability to detect accuratley for Attack categories "	Unauthorized access attempts, Pre-attack probes/reconnaissance, DoS, DDoS, Vulnerability exploitation
	Number of signatures supported by the offered product	20000.0 - 20000.0 Or higher
	Offered product capable to support	Bi- directional inspection, Exploits, Policy Violation, Malware, Reconnaissance, Botnet detection
	"The offered product capable to support Blocking of attacks based on:- "	IP reputation, Web Reputation, File Reputation, Geo-location
	The offered product capable to Protect	Web applications, Web 2.0, Databases, Network and Security Devices

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>IPS Features 1</b>	The security device ,which acts as transparent device to the network, have a fail open feature. When IPS transparent device goes down, traffic does not stop. If the device doesn't have fail open feature in built, then they facilitate bypass/fail open kit to achieve the functionality., The device capable to operate in transparent mode, The device to have separate dedicated interface for management.
	<b>IPS Features 2</b>	The device capable to support vulnerability is based and exploit based signatures. It capable to detect and block all known high risk exploits and the underlying vulnerability (not just one exploit of that vulnerability)., The device to have the ability to identify/block individual applications (e.g. Facebook or Skype) running on one protocol, The device capable to support Protection against Client side attacks, The device capable to support protection for both IPv4 & IPv6 simultaneously. Dual-stack or native dual-stack IP implementations provide complete IPv4 and IPv6 protocol stacks in the same network node and native communications can be done between nodes using either protocol, The device capable to support botnet protection, The device capable to protect against DoS/DDoS attacks, The device OEM to have its own threat intelligence analysis center, The device capable to inspect DNS response packets for blacklisted domains., Malware scan on HTTP, FTP, and SMTP protocols, Blacklist/Whitelist capabilities, The device capable to support protection for both IPv4 & IPv6 simultaneously(Dual-stack or native dual-stack IP implementations provide complete IPv4 and IPv6 protocol stacks in the same network node), The device capable to support zero day botnet protection, NA
	<b>IPS Features 3</b>	The device capable to support High Availability without degrading the IPS throughput and without any third party or additional software for the same, Device to support active/active HA, The device capable to perform entire packet capture of the traffic for analysis. (eg for capturing the traffic between two IP address for a specific period), The device capable to support NTP ( Network Time Protocol), The solution must have Capability to restrict access of website/portal based on Geo-location, NA
PREVENTION AND RESPONSE	<b>"Response actions supported by the offered product "</b>	Block traffic, Ignore/Allow, TCP reset, Packet capture, Email alert, SNMP Alert, Syslog Alert, Quarantine
POLICY CONFIGURATION	<b>"The offered product to have facility to exempt IPS inspection for a particular signature based on "</b>	Source or Destination IP/Subnet, Between two IP/subnet

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Policy Configuration Features</b>	The device to have facility to enable/disable each individual signature. Each signature to allow granular tuning, The device capable to support granular management and allow policy to be assigned per device, port, VLAN tag, IP address/range, The device to have facility to exempt a particular IP/Subnet from IPS inspection and generate logs for this particular activity
IPS CENTRALIZED MANAGEMENT SOLUTION	<b>Type of IPS Centralized Management Solution</b>	Physical appliance, Virtual appliance
	<b>Number of IPS Devices deployed at different/same locations can be managed by IPS Centalized Management Solution (Hint:- Select '0' if not applicable)</b>	0 - 100
	<b>Role based administration</b>	Facilitate administrator to manage multiple IPS devices over network, Facilitate administration using secured channel, Capable to support multiple roles like administrator,operator etc, Device has facility to have one or more administrators for a group of devices
TECHNICAL SERVICE SUPPORT	<b>Scope of Technical Service Support</b>	Annual software subscription, Software Upgradation, Updation, Patches, Bug Fixes and Repair of known Issues;, Troubleshooting of Software Malfunctions, Remote (via Telephone, Email, Video Calling, etc.) Support beyond L1;, Support from Monday through Friday from 9:30 AM to 6:00 PM IST (Except Vendor Holidays), 24 x 7 Hour Technical Support, The device OEM provide highest level of support with a dedicated team who can be contacted 24x7 for mitigation of attack in real time, this should be apart from the normal support (TAC)
	<b>Replacement of faulty hardware device</b>	Within 24 hours, Within 3 days, Within 7 days, NA
	<b>Period of Technical support (In month)</b>	60 months

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>High Priority requirement of technical support service for compliance (P1)</b>	The signature set of the devices must be kept up-to-date, Reinstallation/relocation of IPS device/manager should be completed as per Buyer schedule, The vendor must tune (like updating the policies from OEM website, tuning action of the existing policies) the IPS policy as per the security requirements from time to time, If any service is not working due to the software of the IPS device (excluding firmware issues) it should be rectified and reported., The management solution must be working 24X7., Any service of the Data centre must not be down due to misbehaviour or malfunctioning of the IPS device., The IPS must not be bypassed due to any reason without permission of the Buyer Project Co-ordinator ., Any new signature enabled on the IPSs shall not block genuine traffic., Functioning of the IPS device should not be affected due to change in policy, Application protected by IPS device must not be compromised due to IPS misconfiguration or flaw in deployed policy, Application must not be compromised due to known vulnerabilities and existing signatures of IPS, Application protected by IPS must not stop, misbehave or slowdown due to IPS misconfiguration., NA
	<b>High Priority requirement of technical support service rendering within schedule time (P1)</b>	In case, of some existing signatures only the variable part (like URL, IP address, etc.) is required to be changed. For such an IPS signature updation, the vendor must deploy customized signature within three days of request from Buyer. Mean while the OEM provides intrin mitigation solution ., The vendor must develop custom signatures as per the requirement of Buyer and the same must be deployed within three days as per the feasibility of the requirement and logical validation., The vendor must restore the IPS device configuration and policy backup within three hours as and when required or as and when requested by Buyer., For newly discovered vulnerabilities, the vendor must deploy signatures within five days., If vulnerabilities are found in new firmware release, then update/patch for the same must be made available by the vendor within three days., The vendor must deploy signature updates, Device software updates, patches within one day after release by OEM for critical updates and patches within three days after release by OEM for non-critical updates and patche., The device must be restored within 2 days in case of failure of the standalone device or failure of the single device/both devices in HA from the date of RMA confirmation., In the event of IPS device becoming faulty or IPS device misbehaviour the vendor must troubleshoot the problem and coordinate with the back-end team (by proving logs & responding to their queries) and resolve the issue within 2 working days., Any product failing at least three times in three months, displaying chroBuyer system design or manufacturing defects or Quality Control problem will be totally replaced by vendor at his cost and risk within 30 days, from the date of last failure., NA



Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>"Penalty for Non Adherence to P1 Response and Rectification Time of Technical Support Value (Maximum 5 % of Technical Support Value / PO Value )"</b>	0.05 % per default,, 0.1 % per default, NA
	<b>Medium Severity/ Priority Technical Support Service Compliance (P2)</b>	The Firmware of the devices must be up-to-date., The vendor must carry out database tuning during off office hours after every two months or as when required, For any security incident RCA must be provided within 7 working days., The management solution must be communicating with all sensors 24X7., The latency must not be more than tender specification in access of application /website., Yearly security audit must be done for the all IPS deployment., A quarterly technical review of the configuration and policies must be done by a external techBuyeral team to ensure that there are no security gaps in the configuration of the IPS device., NA
	<b>"Penalty for Non Adherence to P2 Response and Rectification Time of Technical Support Value (Maximum 3 % Technical Support Value / PO Value)"</b>	0.025 % per default, NA
	<b>Low Severity/ Priority Issue, P3 Consists of</b>	Feature Modification Requests (FMR) of Buyer must be addressed .The vendor must respond with regard to feasibility of FMR within one month. If feasible, the FMR features must be included in the next software release., The management solution must be generating scheduled reports., NA
	<b>"Penalty for Non Adherence to P3 Response and Rectification Time of TechnicalSupport Value (Maximum 2 % Technical Support Value / PO Value)"</b>	0.0125 % per default, NA
	<b>Additional time required for Response and Rectification for remote locations( North East, J&amp; K , Uttarakhand, Andaman Nicobar, Lakshwadeep) for technical support level commitment for all P1, P2,P3( As defined above ) (in working Days)</b>	2, 3, 4, 5, 6, 7, 8, NA

**Additional Specification Parameters - Intrusion Prevention System (IPS) ( 2 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Interface/ Centralized Management	Individual IPS appliances and the Centralized Management solution should have GUI based management solution from the same OEM. Types of IPS Centralized Management Solution should be physical appliance.
Capability/Additional Port	The IPS Device should provide Zero-Day attack protection automatically without human intervention. IPS solution should provide protection with security engines like anomaly detection/behavioral based, anti-scan and should have rate based, pattern based, vulnerability based, exploit based and support for custom defined signatures. Dedicated Management Port & Console port
Capabilty/ Logs Storage for Incident Reporting	Provision to store logs for Minimum 180 Days. It should also ensure defense against all types of encrypted attacks, exploits and vulnerabilities. The solution should support in-built Role-Based administration, restoration of the policy configuration & policy backup.
Reporting and Dashboard	The Proposed management solution should offer a customized dashboard that highlights the overall status of network traffic, ongoing attacks, all attacks, specific and top N attacks, traffic threshold reports, device statistics and more. Proposed solution must allow the reports to be exported into formats such as PDF. HTML, XLS, CSV, XML, DOC/DOCx etc.
Standalone Operation	Both the primary and secondary IPS sensors should be able to function in stand-alone mode also, if required. Number of 10-Gigabit Fibre Ports With Multimode (SR) modules required is 8(Eight).

\* Bidders offering must also comply with the additional specification parameters mentioned above.

#### Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Roushan Kumar	110003,o/o ED (IT); AIRPORTS AUTHORITY OF INDIA HANGER BUILDING SAFDARJUNG AIRPORT, NEW DELHI	2	90

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

##### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## CLAUSES:

### 1. Deviation of Items

- a. Deviation in Quantity will be applicable as per following clauses:
  - i. AAI reserves the right to change the quantity to be supplied but within the overall deviation limit of 30% of the contract value.
  - ii. AAI also reserves the right to purchase Extra item and/or Substitute items as per site requirements up to the overall limit of 30% of the contract value.
  - iii. The overall deviation, Extra item or the substitute items taken together shall not exceed 30% of the contract value unless and until it is mutually agreed by both the parties and a specific order is placed on the vendor in this regard.

### 2. Extension of Contract:

The services defined in contract are being procured for a period of 5 years which includes one year of warranty period and 4 years of CAMC. AAI reserves the right to further extend the contract on satisfactory performance for one year on same terms and conditions after completion of CAMC.

### 3. All the proposals/declarations/assertions/ undertakings made by Bidder should be on their letterhead.

### 4. The successful bidder will have to submit the Agreement (as per Annexure-M appended with buyer uploaded ATC document), Integrity Pact (as per Annexure-N appended with buyer uploaded ATC document), Non-Disclosure Agreement (as per Annexure-C appended with buyer uploaded ATC document) and Bank Guarantee.

### 5. Payment terms:

- i) No mobilization advance shall be paid.
- ii) The payment for 100% of SITC cost from the date of acceptance of SAT (Site Acceptance Test) will be paid in 3 parts:
  - a) 70% of the Supply Installation Testing Commission (SITC) cost will be paid after supply of the product (licenses and hardware), along with 100% of Taxes.
  - b) 20% of the SITC cost will be paid after Installation, Testing, Commissioning. i.e - after acceptance of SAT (Site Acceptance Test) report.
  - c) 10% of the SITC cost will be withheld and shall be released on quarterly basis (Quarterly Withheld Warranty Amount) as per SLA performance during 1-year warranty period.
    - iii) Payment for training shall be made on completion of training.
    - iv) Payment for each of the completed services / works to the bidder shall be made quarterly (deferred) for CAMC period on the basis of SLA performance. An offline PO/ work order will be provided for four years of CAMC after end of warranty period of 1<sup>st</sup> year.
  - v) The pre-determined CAMC percentage amounts for different years of CAMC is mentioned below:
    - a) The CAMC percentage for 1st year of CAMC will be 10% of the quoted cost for SITC.
    - b) The CAMC percentage for 2nd year of CAMC will be 10% of the quoted cost for SITC.
    - c) The CAMC percentage for 3rd year of CAMC will be 10% of the quoted

cost for SITC.

d) The CAMC percentage for 4th year of CAMC will be 10% of the quoted cost for SITC.

Bidder needs to submit an undertaking for the same.

6. A sum equivalent to 0.5 (half) percent per week for the price of uncompleted portion/activity/ delivery of contract cost executed/completed beyond delivery schedule is recovered as liquidated damages. The total damages shall not exceed 10 (Ten) percent of the value of delayed goods/BoM line items as per scope of work (SoW). The liquidated damages shall be calculated on the base cost without the Govt. taxes and duties. SITC shall be completed within 90 days from award of contract.
7. Independent External Monitor (IEM): Shri Prabhat Ranjan Acharya, IA & AS (Retd.) & Shri Kuldip Kumar Peshin, CE & MES (Retd.) shall act as IEMs. All correspondences regarding the implementation of the 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. E-mail id of IEMs are prabhatacharya@gmail.com & kkpeshin@yahoo.com respectively.
8. Successful bidder has to submit Performance Bank Guarantee (PBG) equivalent to 5 % of the GeM contract order price. The format of PBG will be shared with successful bidder at the time of issue of purchase order.
9. PBG must be submitted along with a copy of SFMS BG confirmation message sent by the BG issuing bank to ICICI Bank within 30 days of issuance of respective purchase order.
10. The PBG should remain valid for a period of 90 (ninety) days beyond the Contract end date. The bidder has to extend this PBG if required as per contractual obligations.
11. If Bidder fails to submit PBG within 30 days of issuance of purchase order, an interest at 12 % annually on Performance Bank Guarantee amount will be levied (non-refundable) for the delayed period of submission and shall be deducted from the first quarter bill.
12. In case PBG is not submitted within 60 days from the date of issue of the purchase order, AAI reserves the right to cancel the order.
13. For Performance Bank Guarantee, the bidder has to follow the government of India guidelines and modification will be applied as per the future order come from Government of India.
14. The Pre-Bid Meeting for the GeM Bid [GEM/2025/B/6073943] is to be held through Video Conferencing (Cisco WebEx) on 11:00 AM 07-05-2025. From any company maximum two executives are allowed to participate in the pre-bid meeting. The duration of pre-bid meeting will be maximum 2 hours.

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

<https://aai-aero.webex.com/aai-aero/j.php?MTID=m02fd3ba82e728c992cc519e8d1571130>

**Meeting Number:** 2517 332 6812

**Password:** dKnqpQmg729

15. The meeting lobby will open at 10:30 AM and participants can join until 11:

00 AM. Please note that latecomers will not be allowed to enter the virtual conference after 11:00 AM. Additionally, only a maximum of 2 executives from each company are allowed to enter the VC from the lobby. Please make sure to display your name along with your company 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.

**16.** Bids received without hardcopy of EMD (within 5 days of bid opening) or the EMD (Earnest Money Deposit) submitted is of later date than bid end date shall be outrightly rejected. Bids not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be outrightly rejected. The date of signing of pre- contract Integrity pact shall be same as date of submission of bid.

**17.** Force Majeure:

- a) 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 contractors control, subject to what is stated in the following sub paragraphs and to the procedures detailed therein being followed. Force Majeure is defined as an event of effect that can not reasonably be anticipated such as acts of God (like earthquakes, flood, storms 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 successful Bidder's location. 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.
- b) That within 10 days after the occurrence of a case of force Majeure but before the expiry of the stipulated date of completion, the bidder informs the AAI in writing about the occurrence of Force Majeure Condition (as per Annexure-H appended with buyer uploaded ATC 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- I appended with buyer uploaded ATC document.
- c) 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.
- d) That the contractor proves that the said conditions have actually interfered with the carrying out of the contract.
- e) That the contractor proves that the delay occurred is not due to his own action or lack of action.
- f) Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

**18.** Bidder has to upload the Price Bid document in PDF format as part of Financial Document (Format Attached as Excel with Title "BOM for Network Intrusion Prevention System (NIPS) Solution for IT Infrastructure at AAI").

**19.** In case of any discrepancy in Technical Specification, specifications mentioned in buyer uploaded ATC document regarding same shall prevail.

**20.** Bidder has to submit supporting documents against each of the below m

mentioned points along with its financial offer:

<b>S. No.</b>	<b>Pre-Qualification Bid e-Documents (PDF)</b>	<b>Description</b>
i.	GST No./ PAN	GST certificate & PAN card copy signed & stamped on each page by the bidder's signatory authority.
ii.	EMD Details	EMD of the value (3% of the estimated cost as mentioned in the GeM bid) shall be accepted either in the form of DD or Bank Guarantee (Format given in Annexure D appended with buyer uploaded ATC document) from Nationalized/Scheduled Bank. Demand Draft /Pay Order should be in favour of "Airports Authority of India" payable at New Delhi. The EMD in original in a sealed envelope should be posted/couriered or in person to the concerned official, so as to reach latest within 5 days of bid opening. Bidder should upload scanned copy of EMD along with bid. Firms that are eligible for waiver of EMD such as MSEs or Start-ups, have to submit /upload scanned copy of documents in support of this exemption. (No postal delays shall be considered)
iii.	Audited Balance Sheet during last three years	Bidders have to submit documents certified from the Chartered Accountant /Cost Accountant having valid UDIN which can be verified on ICAI website indicating the turnover details like Balance Sheet/Turnover certificate for previous 3 financial year (FY 2021-22, 2022-23, 2023-24). The documents submitted by bidders without UDIN shall not be entertained.
iv.	Residual Life	Undertaking from OEM for at least 5 years residual market life of the offered product from date of bid submission.

v.	Proof of Experience of Works claimed. (PO/ Work Order issued by the customer to the bidder)	<p>Bidder should have successfully completed similar services in last 7 years, for Government Departments or Public Undertakings or Private sectors under:</p> <p>a) Single work order of value equal or more than <b>80% of estimated cost.</b></p> <p>Or</p> <p>b) Two work order of value equal or more than <b>50% of estimated cost.</b></p> <p>Or</p> <p>c) Three work order of value equal or more than <b>40% of estimated cost.</b></p> <p>Similar services shall mean</p> <p>SITC of Cyber Security Devices, i.e – Network Intrusion Prevention System/ Firewall</p>
vi.	Proof of completion (Completion Certificate issued by the customer) with complete details of works claimed.	<p>1. Certificate indicating satisfactory completion of services and details of works carried out. Further, completion certificates should be issued by the Customer organization which has issued the purchase order/ Work Order.</p> <p>2. In case of work experience of Private Sector, bidder has to additionally submit TDS certificate issued by the Customer in support of payment received and execution of work.</p> <p>3. Please note that partial completion of a project scope will not be considered, although completion of pre-determined phases of work will be considered.</p>

vii.	Undertaking regarding debarment/ blacklisting/ restraintment (Annexure -B)	<p>Bidder is required to submit an undertaking regarding Debarment/ Blacklisting, on their company letterhead as per format attached as Annexure B appended with buyer uploaded ATC document .</p> <p>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.</p>
viii.	Letter of Incorporation/ Article of Memorandum/ Partnership Deed	Article of Memorandum/ Letter of Incorporation/ Partnership Deed needs to be submitted by the bidder.
ix.	Integrity Pact(Annexure-N)	Bidder has to submit copy of Integrity Pact (Annexure-N appended with buyer uploaded ATC document) on a non-judicial stamp paper of INR 100, duly signed on each page by the signatory authority. The date of signing of the Integrity pact will be the “date of submission of bid”. The date of signing of Integrity pact shall be indicated.
x.	Make in India Undertaking (Annexure -F)	<p>To be submitted on the letterhead of bidder.</p> <p>(Note- MII Declaration from bidder is required NIPS)</p>
xi.	Power of Attorney (Annexure - J)	Bidder has to submit copy of Notarized Power of Attorney on a Non-Judicial Stamp Paper Costing INR 100/- (Rupees One Hundred Only) as per Annexure - J appended with buyer uploaded ATC document 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.
xii.	Acceptance Letter (Annexure - G)	Unconditional acceptance of all tender conditions in the format enclosed as Annexure-G appended with buyer uploaded ATC document. (To be submitted on letterhead of bidder)



xiii.		Details of Customers	A letter from the bidder containing details of customer of works claimed for experience including postal address, official Phone Number, Email Address and URL (if any).
xiv.		Vendor Firm Details (Annexure-K)	Details of the Vendor Firm/Company: Format enclosed as Annexure-K appended with buyer uploaded ATC document. (To be submitted on letterhead of bidder)
xv.		Land Border share Compliance Certificate (Annexure -L)	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 OEM letterhead as per Annexure - L appended with buyer uploaded ATC document.
xvi.		MAF/ OEM Authorization certificate (refer Buyer Added Bid Specific Terms and Conditions)	Bid specific MAF (Manufacturer's Authorization Form) / OEM Authorization certificate.
xvii.		Malicious code certificate (refer Buyer Added Bid Specific Terms and Conditions)	To be submitted on the letterhead of bidder.
xviii.		Undertaking for Non-return of Hard Disk (refer Buyer Added Bid Specific Terms and Conditions)	To be submitted on the letterhead of bidder.
xix.		Undertaking for Training	To be submitted on the letterhead of bidder.

xx.	Undertaking regarding "Imported Products" refer Buyer Added Bid Specific Terms and Conditions	To be submitted on the letterhead of bidder.
xxi.	Undertaking regarding "Availability of Service Centres" refer Buyer Added Bid Specific Terms and Conditions	To be submitted on the letterhead of bidder.
xxii.	Details of Dedicated/ Toll free Telephone no. for service support	To be submitted on the letterhead of bidder.
xxiii.	Undertaking regarding CAMC, refer clause 39 of Buyer added text-based ATC.	To be submitted on the letterhead of bidder.
xxiv.	OEM Data sheet refer Buyer Added Bid Specific Terms and Conditions	OEM Data sheets/ Undertakings from OEMs for verifying Technical specifications and Scope of work (1-year warranty and CAMC).
xxv.	OEM warranty certificates refer clause 20 of Buyer Added Bid Specific ATC	OEM warranty certificates
xxvi.	Undertaking regarding warranty clause 21 of Buyer added bid specific ATC	To be submitted on the letterhead of bidder.
xxvii.	Bidder Financial Standing undertaking refer Buyer Added Bid Specific Terms and Conditions	To be submitted on the letterhead of bidder.

## 21. CLARIFICATIONS OF GEM BID/ TENDER DOCUMENTS:

- a. A bidder may request clarification regarding the Gem Bid document. The clarification request shall be submitted on GeM portal only within the timeframe specified in the GeM bid document.

- b. AAI shall respond to Clarification Request till the Date of Response queries as specified on GeM, unless the Date is extended by AAI. Any request pertaining to GeM bid clarification, received through any other means, except GeM portal shall not be entertained.
- c. AAI shall not entertain any GeM bid clarifications, post the closing date for clarifications.
- d. Response to Clarification requests shall be uploaded by AAI on GeM portal through corrigendum.

## **22. AMENDMENTS TO GEM BID DOCUMENT**

- a. At any time, prior to the date of submission of bids, AAI may, for approved reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- b. The corrigendum with the above amendments shall be uploaded on the GeM portal and shall be part of GeM bid document. All bidders should visit the GeM portal on regular basis.
- c. This corrigendum/ corrigenda shall be considered as part of the GeM bid package.

## **23. PERIOD OF VALIDITY OF GEM BID**

- a. The offered Bid shall remain valid for a minimum of 180 days from the Bid end date/time. 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 earnest money deposit shall be forfeited.
- b. 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, as per the date specified by which the GeM bid is expected to be finalized. However, the GeM bid process shall not be vitiated if any bidder declines to extend the offer as requested for.

## **24. CLARIFICATION / CONFIRMATION OF COMPLIANCE OF BIDS**

- a. The general eligibility criteria shall be evaluated during preliminary stage and the vendors who have not submitted requisite documents shall be asked through GeM portal or by email to substantiate their claims with documentary evidence before a given date failing which their bids shall not be considered further for detailed evaluation.
- b. Shortfall documents will be asked through GeM portal. Bidders are responsible to submit all the requisite shortfall documents in the given chance, till the stipulated time. AAI reserves the right for further extension in deadline for submitting shortfall documents as per provisions in GeM portal.
- c. It may be noted that enquires / clarifications shall be responded only

through GeM Portal. All such queries shall be entertained which are received on or before last date/time for submission of queries. AAI response will be uploaded on GeM portal. Written responses, through email, verbal, telephonic enquiry or enquiry received after last date of submission of queries shall not be entertained during or post GeM bid process.

**25.** AAI may seek performance report on a vendor from other clients whose references are given in the bid. 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.

**26.** If the bidder submits wrong information in the bid, AAI reserves the right to reject such bid at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money.

**27. SIGNING OF CONTRACT AGREEMENT:**

- a. The issue of Works Order / Purchase Order shall constitute the award of contract on the bidder. The signing of the Contract Agreement shall be completed within 30 days of the acceptance of the Works Order / Purchase Order.
- b. The L-1 Bidder must also submit hard copies of all the documents uploaded on GeM Portal within 30 days of the acceptance letter which will form a part of agreement.

**28. ANNULMENT OF AWARD:**

- a. Failure of the successful bidder to comply with the requirement of Clause 27 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the Buyer may make the award to any other bidder at his discretion or call for new bids.

**29. CONTRACT MONITORING:**

- a. The buyer shall hold regular contract monitoring meetings after the award of the contract to monitor the performance of the contract.
- b. First such meeting shall be held within one week of award of the contract. The date and time of such meeting shall be intimated to the contractor/ supplier by e-mail. The date and time of subsequent meetings shall be decided and recorded in previous meetings.
- c. 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 and the contractor. Project review meetings shall be with reference to mile stones and contract performance analysis.

**30. PROCUREMENT FROM START-UP(S)/MSE:**

- a. Exemption for start-ups/MSE will be limited to EMD only.
- b. All Start-up(s) 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.

### **31. REFUND OF EARNEST MONEY:**

- a. Earnest money deposited by bidders who get rejected in PQ or technical stage should be refunded within two week of rejection of their bids at each stage.
- b. EMD of all eligible bidders whose financial bids are opened (except the confirmed lowest bidder) should be refunded within two weeks after award of order to successful bidder.
- c. The EMD of the successful bidder will be returned after the bidder provides the performance guarantee, as per Clause 8 of Buyer Added Text based ATC clauses.
- d. The EMD amount may be forfeited in the following events:
  - i. A bidder's Bid Security will be forfeited if the bidder withdraws or amends its bid or breach of the conditions or the tender of impairs or derogates from the Gem Bid in any respect within the period of validity of the bid.
  - ii. 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.
  - iii. If the successful bidder fails to submit the contract performance bank guarantee as stipulated in Clause 8 of Buyer Added Text Based ATC clauses 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.
  - iv. If the bidder knowingly and wilfully supplied incorrect information in the Gem Bid.
  - v. In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of un-conditional acceptance of terms and conditions of the tender.
  - vi. AAI may issue a Letter of Intent (LOI) to the declared L1 bidder and ask the bidder to accept the LOI within the specified time. If the bidder fails to accept the LOI, it will be construed that the Bidder is not interested in the offer. In such a situation AAI will encash and forfeit the EMD.
- e. No interest or any other expenses, whatsoever, shall be payable by AAI on the EMD in any manner. The Contractor shall pay all banking or conversion charges (and any other expenses incurred in this regard).
- f. Should the AAI cancel this Bid process, AAI will return the EMD of all bidders for whom the EMD was not already forfeited and encashed witho

ut any interest.

### **32. EXTENSION OF TIME**

- a. This work is urgent and hence the completion period as per contract shall be adhered to strictly. However, in-case of extraordinary situations which may delay the completion of the project, the contractor shall apply for extension in time as per format contained in Annexure-I appended with buyer uploaded ATC document.
- b. AAI at its sole discretion may extend the time period for completion of the work without any prejudice to operate the penalty clauses provided for in the Gem Bid Document. Such extension of time and the circumstances leading to the extension of time shall be communicated in writing to the contractor.

### **33. COMPENSATION FOR DELAY**

- a. Time is the essence of the Contract.
- b. LD will be levied as per Clause 6 of Buyer Added text-based ATC clauses.
- c. Penalty will be levied as per Service Level Agreement appended with buyer uploaded ATC document.
- d. The amount of compensation for delay and waiver of compensation for delay in case of justified reasons shall be decided at the discretion of Accepting Authority and the same shall be final and binding on the contractor. 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 shall be considered as justified reasons. 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.
- e. Appeal for waiver of compensation for delay with due justification shall be decided by the Competent Authority. The decision of the competent authority on appeal shall be final and binding on the contractor.

### **34. SETTLEMENT OF DISPUTES:**

- a. 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

ed for invoking the arbitration clause only after exhausting the remedy available under the Dispute Resolution Mechanism.

- b. 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.
- c. 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 DR C or in an Arbitral Award.
- d. 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.

### **35. ADJUDICATION THROUGH ARBITRATION:**

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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 there

under and for the time being in force shall apply to the arbitration proceeding under this clause.

- f. 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 INR 1,00,000/-, the arbitrator shall give reasons for the award.
- g. 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.
- h. 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.

### **36. ARBITRATION AND LAW:**

- a. Indian laws shall govern this contract.
- b. In the event of any dispute or differences relating to the interpretation and application of the provisions of Commercial Contracts between Central Public Sector Enterprises (CPSEs) / Port Trusts inter-se and also between CPSEs and Government Organization/Department (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or differences shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

### **37. TERMINATION FOR DEFAULT & RISK PURCHASE:**

- a. AAI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part in any of the following events.
  - i. If the Contractor fails to deliver any or all of the Items within the time period(s) specified in the Contract or any extension thereof granted by the AAI pursuant to Clause 32 of Buyer Added Text based ATC clauses.
  - ii. If the Contractor fails to perform any other obligation(s) under Contract.
  - iii. If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as AAI may authorize in writing) after receipt of the default notice from AAI.
  - iv. As a penalty to the Contractor, the AAI shall encash th



e Contract Performance Bank Guarantee. The AAI in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to AAI. The balance unfinished work of the project will be got done by fresh tendering on Contractor's risk and that extra expenditure will be recovered.

- b. **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.

### **38. TERMINATION FOR INSOLVENCY:**

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. In the event of termination, for penalty to the contractor, Clause 37.a.iv of Buyer Added Text based ATC clauses shall be applicable.

### **39. CAMC Details**

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Annual Maintenance Contract (CAMC) for next 4 years for the offered products at the rate mentioned in clause 5.v of ATC.

Buyer reserves the right to enter into a CAMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CAMC charges would be made Quarterly after rendering of the CAMC Services of the relevant CAMC period.

Performance Security of the successful bidder shall be forfeited if the successful bidder fails to accept the CAMC contract when called upon by the buyer. CAMC would include cost of operation, warranty and maintenance (the bidder has to upload the undertaking for same).

The original Performance Security of contract will be returned only after submission and verification of CAMC Performance Security of 5% of total CAMC value valid up to CAMC period of 04 years plus 3 months. (if there is no other claim).

### **40. LIMITATION OF LIABILITY**

For breach of any obligation mentioned in this bid and/or respective agreements, subject to obligations mentioned in this clause, bidder shall be liable for damages to AAI arising under or in connection with this Agreement for an amount not exceeding the total Cost of the Project.

Bidder shall ensure AAI's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential AAI data.

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Rajiv Gandhi Bhawan  
Safdarjung Airport  
New Delhi  
PIN: 110003  
.  
.

3. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

5. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

6. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

7. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

8. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

9. **Generic**

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

10. **Generic**

**Non return of Hard Disk:** As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty

replacement.

## 11. **Generic**

### **OPTIONAL SITE VISIT:**

1. The Bidder is advised to 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.

costs of visiting the site shall be borne by the bidder

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 the Buyer 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.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance 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.

## 12. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## 13. **OEM**

**IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

## 14. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

## 15. **Turnover**

**Bidder Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

## 16. **Service & Support**

**Availability of Service Centres:** Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have

to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

**17. Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

**18. Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**19. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**20. Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

**21. Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

**22. Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Airports Authority of India  
payable at  
Corporate Headquarters, Airports Authority of India

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**23. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum

issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**