



**भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA**

राजीव गांधी भवन, सफदरजंग विमानपत्तन, नई दिल्ली – 110 003
RAJIV GANDHI BHAWAN, SAFDARJUNG AIRPORT, NEW DELHI -110 003

AIRPORT SYSTEMS DIRECTORATE

(GeM Bid No.: GEM/2026/B/7801789)

ADDITIONAL TERMS AND CONDITIONS (ATC)

FOR

Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.

Bid Manager	: Asst. General Manager (AS)
Tel. No.	: +91-11 – 24632950
Ext. No.	: 3553
E-Mail ID	: snkupate@aai.aero

SUMMARY

1.	Name of work	Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.
2.	Estimated Cost of Work	Estimated Cost: ₹1,64,79,83,584.00 (Excluding GST) • SIITC: ₹ 98,88,92,799.00 • 7 years CAMC: ₹65,90,90,785.00
3.	Earnest Money Deposit	₹1,89,79,836.00, to be submitted online or offline. In case of offline, EMD should be submitted in form of BG as per Annexure – V(A) , SFMS BG confirmation message & Letter of Undertaking as per Annexure-V(B) (If EMD not paid through online mode or exempted from payment of EMD).
4.	Total Time Allowed	• Supply, Installation, Integration, Testing & Commissioning of 40 Nos. of Automatic Tray Retrieval System Lane with existing Dual View HB XBIS with Accessories at AAI owned ultimate user consignee sites is 12 (Twelve) months. • Comprehensive Annual Maintenance Contract (CAMC) after Defect Liability Period): 84 months.
5.	Last date for submission of Original BG towards EMD (as per Annexure-V(A)), SFMS BG confirmation message & Letter of Undertaking as per Annexure-V(B) (If EMD not paid through online mode or exempted from payment of EMD)	Within 03 days from End date of Bid Submission.
6.	Date of Opening of PQC / Technical Bids	To be opened after 03 days from End Date of submission of Bid
7.	Submission of Details of Local Content (Annexure-VI(B)) in sealed envelope	To be submitted before opening of Financial Bid.
8.	Date of Opening of Financial Bids	To be intimated later through GeM portal.

INDEX

Sl. No.	DESCRIPTION	Page No.
01.	Cover page, Summary, Index and Schedule of Annexure & Forms	1 – 4
02.	Section – A: General Information and Guidelines (GIG)	5 – 30
03.	Section – B: General Conditions of Contract (GCC)	31 – 54
04.	Section – C: Special Conditions of Contract (SCC) including C1 & C2	55 – 74
05.	Section – D: Technical Specifications of Automatic Tray Retrieval System (ATRS) Lane.	75 – 101
11.	Annexures & Forms	102 – 155

Certified that the ATC document contains **155 (One Hundred and Fifty-Five)** pages which are numbered as above, including Cover page, Summary, Index and Schedule of Annexures & Forms.

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Schedule of Annexures & Forms

S.No.	DESCRIPTION	Page No.
1.	Undertakings - Annexure – I	103 – 105
2.	Financial Document (to be uploaded under ' <i>Financial Document</i> ' option with GeM Financial bid) - Annexure – II	106 – 109
3.	Proforma for Performance Bank Guarantee for Supply, Installation, Integration, Testing, Commissioning and Maintenance During Defect Liability Period - Annexure – III(A) & Format for Letter of Undertaking from the Depositor to the Bank - Annexure – III(B)	110 – 112
4.	Proforma for Performance Bank Guarantee for Comprehensive Annual Maintenance Contract (CAMC) - Annexure – IV(A) & Format for Letter of Undertaking from the Depositor to the Bank - Annexure – IV(B)	113 – 115
5.	Bank Guarantee Format for Earnest Money Deposit (EMD) - Annexure – V(A) & Format for Letter of Undertaking from the Depositor to the Bank - Annexure – V(B)	116 – 117
6.	Proforma for Self-certification by bidder regarding percentage of Local Content - Annexure – VI(A)	118
7.	Self-certification by bidder for details of Local Content (to be submitted only in hard copy in sealed envelope) - Annexure – VI(B)	119 – 120
8.	Proforma for certificate from Statutory Auditor / Cost Auditor (in case of Companies) or from Cost / Chartered Accountant in practice (for other than Companies) regarding percentage of Local Content - Annexure – VII	121
9.	Proforma for certificate from Cost / Chartered Accountant in practice regarding percentage of Local Content (To be submitted at the time of execution / within 15 days of completion of Supply) - Annexure – VIII	122-123
10.	Pre-Contract Integrity Pact - Annexure – IX	124 – 131
11.	Form of Contract Agreement - Annexure – X	132 – 133
12.	Proforma for Commissioning & Training Certificate for Automatic Tray Retrieval System (ATRS) lane - Annexure – XI	134
13.	Form of Supplementary Agreement - Annexure – XII	135 – 136
14.	Proforma for declaration by Bidder for compliance of order on Restriction under Rule 144(xi) of the General Financial Rules (GFRs)-2017 - Annexure – XIII	137
15.	Proforma for Request letter: Transmission of Bank Guarantee Cover Message - Annexure – XIV	138
16.	Power of Attorney Format - Annexure – XV	139
17.	Form of Parent Company Undertaking - Annexure – XVI	140 -141
18.	Sample Deed of Novation - Annexure – XVII	142 – 143
19.	Format for undertaking to be submitted by Foreign OEM having Technology Collaboration Agreement / Transfer of Technology Agreement with Indian bidder for indigenous manufacturing of equipment - Annexure – XVIII	144
20.	Format for undertaking to be submitted by Indian bidder having Technology Collaboration Agreement / Transfer of Technology Agreement with Foreign OEM for indigenous manufacturing of equipment - Annexure – XIX	145
21.	Request Letter for Appointment of Arbitrator - Annexure – XX	146
22.	Proforma for Financial Information (Turnover) - Annexure – XXI	147
23.	Check List - Annexure – XXII	148 –153
24.	List of User Consignee - Annexure XXIII	154
25.	Make & Model - Annexure XXIV	155

General Information and Guidelines (GIG)

1. Purpose and Scope of ATC Document:

On behalf of the Chairman, Airports Authority of India, Asst. General Manager (AS), Airports Authority of India, New Office Complex, Safdarjung Airport, New Delhi- 110 003, India invites domestic e-tenders through GeM Portal in two-bid system i.e., Pre-qualification Criteria (PQC) / Technical & Financial bid for “Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.”

2. The Additional Terms & Conditions provided in ATC document shall be read in conjunction with Bid document along with General Terms & Conditions of GeM Portal.

3. In case of any difference / discrepancy between Terms & Conditions provided in ATC document and GeM bid document / GeM portal, Terms & conditions of the ATC Document shall prevail.

4. Domestic Open Tenders are invited through GeM Portal from:

(i) Class-I and Class-II local suppliers, who are Original Equipment Manufacturer (OEM) of Automatic Tray Retrieval System, having own work experience

OR

(ii) Class-I and Class-II local suppliers who are 100% Indian subsidiaries of Foreign parent company, who is Original Equipment Manufacturer (OEM) of Automatic Tray Retrieval System, and utilizing their work experience and / or Financial criteria like Turnover etc.

OR

(iii) Class-I and Class-II local suppliers manufacturing in India under license from a foreign manufacturer (*OEM of Automatic Tray Retrieval System*) who holds intellectual property rights and where there is a Technology Collaboration agreement / transfer of Technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content utilizing their work experience, as defined in the Public Procurement (Preference to Make in India), Order 2017, as amended up to the last date of submission of bid.

5. This ATC document includes requirements in respect of description of work, details of end locations, delivery schedules, payment schedules, training needs, support services etc. Under this, the bidder shall assume complete responsibility as under:

5.1. Supply, Installation, Integration, Testing & Commissioning of **40 Nos.** Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports and carry out Routine Maintenance for 01 year during the Defect Liability period.

The bidder shall also be responsible for supply of all the spares and tools etc., required to carry out routine maintenance as well as breakdown maintenance during Defect Liability period, without any extra cost to Authority.

5.2. Post Defect Liability Period i.e., from 2nd year onwards, the firm shall assume complete responsibility for Comprehensive Annual Maintenance for **07 years** including supply of all required spares and tools etc., required to carry out routine maintenance as well as breakdown maintenance.

6. Conflict of Interest among Bidders / Agents

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

6.1 They have controlling partner(s) in common;

or

6.2 They receive or have received any direct or indirect subsidy / financial stake from any of them;

or

6.3 They have the same legal representative / agent for purposes of this bid;

or

6.4 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

6.5 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.

6.6 Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

6.7 In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister / common business / management units in same / similar line of business.

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

7. EARNEST MONEY DEPOSIT:

7.1. The money amounting to **₹ 1,89,79,836.00 (Rupees One Crore Eighty-Nine Lakhs Seventy-Nine Thousand Eight Hundred and Thirty-Six Only)** shall be paid online in favour of Airports Authority of India **OR** in the form of Bank Guarantee (BG) as per **Annexure-V(A)** from a Scheduled Commercial Bank (as per RBI Schedule) having office in India. The original Bank Guarantee, along with SFMS BG confirmation message and **Annexure-V(B)** shall be sent through post / courier or submitted in person so that it shall reach the Office of AGM (AS) - Bid Manager within 03 days from the last date of submission of bid. Further, the details of the above BG or proof of online payment shall also be submitted in GeM in the PQC / Technical Bid.

7.2. The details of AAI's account for online submission of EMD is as follows:

Name of the Bank	State Bank of India
Branch	Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003
IFSC Code of Bank	SBIN0017180
Current (CC/OD) A/c No.	33404514673
Beneficiary Name	Airports Authority of India

7.3. The BG for Earnest Money Deposit shall be valid for a period of forty-five (45) days beyond the final bid validity period, without any condition. In case of any extension of tender opening date, or delay in finalization of the tender, the bidder shall extend validity of the BG for Earnest Money Deposit suitably.

7.4. Bids received without EMD (other than those who are exempted from payment of EMD) as specified in the tender, shall be rejected outrightly.

7.5. Verification of BG submitted against EMD shall also be done as per para 2.5.6 and 2.5.7 of Section – B of ATC document.

7.6. Bidder shall also submit the SFMS message along with the BG and its subsequent amendments, if any.

8. Refund of EMD:

8.1. Earnest money deposited by bidders who get rejected in the Pre-Qualification Criteria (PQC) / Technical stage shall be refunded within two weeks of rejection of their bid.

8.2. EMD of all eligible bidders whose financial bids are opened (except the confirmed Lowest bidder) shall be refunded within two weeks after award of Order to successful bidder(s).

8.3. EMD of the successful bidder will be returned / refunded after receipt (and verification) of Performance Bank Guarantee for Supply, Installation, Integration, Testing, Commissioning and Routine Maintenance during Defect Liability Period of Automatic Tray Retrieval System (ATRS) Lane.

8.4. If AAI cancels this tender process, then AAI will return the EMD of all Bidders for whom the EMD was not already forfeited and encashed.

8.5. AAI shall refund same amount as received from bidders towards EMD and in the same currency with no interest or any other expenses, whatsoever, in any manner to the bidder or its authorized representative.

9. Forfeiture of EMD

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

9.1 If the bidder withdraws or amends its bid or breach of the conditions of the tender or impairs or derogates from the tender in any respect within the period of validity of the bid.

- 9.2 If the successful bidder fails to enter into a contract with AAI after submission & verification of requisite PBG.
- 9.3 If the successful bidder fails to submit the contract performance bank guarantee as stipulated in the Terms & Conditions within 30 days (or an extended period as approved by the Accepting Authority in AAI) from the date of issue of the purchase order / work order.
- 9.4 If the bidder knowingly and wilfully supplied incorrect information in the tender.
- 9.5 In the event of not accepting the conditions of the Contract even after agreeing to do so and submitting the Unconditional acceptance of terms and conditions of the tender.
- 9.6 In case the bidder fails to accept the Lol / PO unconditionally within the specified time, it will be construed that the Bidder is not interested in the offer. In such a situation, AAI will encash and forfeit the EMD.
- 9.7 Bidder is required to make sure that only those documents need to be submitted which can be verified from the issuing Authority. Failure / no response by the issuing Authority against credential verification by AAI, may lead to forfeiture of the EMD.

10. DEBARMENT IN CASE OF DEFAULT BY THE BIDDER

The bidder shall be liable to be suspended from bidding in any contract of Airports Authority of India for a period up to **Two Years** (or for an extended period), if the bidder:

- 10.1 Withdraws or amends the bid or breaches the terms and conditions of the tender or impairs or derogates from the tender in any respect within the validity period of the tender.
- 10.2 Fails to enter into a Contract with AAI after submission & verification of requisite PBG.
- 10.3 Fails to submit the Performance Bank Guarantee as stipulated in General Conditions of Contract within 30 days (or extended period as approved by the Accepting Authority in AAI) of issue of the Purchase Order / Work Order.
- 10.4 Submits any incorrect / false information or document in the bid in order to qualify.
- 10.5 Does not accept the conditions of the contract even after agreeing to do so by submitting the Unconditional acceptance of the terms and conditions of the tender.
- 10.6 Fails to honour the commitment to the quoted price in Financial Bid.
- 10.7 Fails to accept the Letter of Intent (LOI) / Purchase order within the stipulated time.

- 10.8 In case of non-compliance of Technical Specifications and Operational Performance as per AAI Technical Specifications (Section – D of ATC) during currency of contract, AAI holds the right to terminate the contract without any prejudice manner and forfeit the Performance Bank Guarantee, besides blacklisting of the firm.
- 10.9 Breaches the Integrity Pact under clause 28 and Code of Integrity under clause 29 of Section-A. Please note that under no circumstances, bid procedure related queries shall be referred to the Independent External Monitors (IEMs).
- 10.10 Contractor can also be debarred for the reasons like supply of sub-standard material, non-supply of material, abandonment of work, sub-standard quality of work, poor / unsatisfactory performance.
- 11 For any clarifications relating to the understanding of the tender(s) published, kindly contact the respective Tender Inviting Authority / Bid Manager whose details are given below:

Sl. No.	Name of the Bid Manager	Designation	E-mail Id	Phone No.
01.	Sanjay. G. Kupate	AGM (AS)	snkupate@aai.aero	011- 24632950 (Ext. No. 3553)

12 Pre-Bid Conference / Meeting

- 12.1 AAI will hold pre-bid conference with bidders based on the number and nature of queries received on GeM Portal, against this tender. Pre-Bid Meeting will be held online through Video Conferencing (VC) or offline as per schedule and venue specified in GeM bid document. It is to note that only queries / clarification sought through GeM Portal or received through email (at least 02 days in advance from the scheduled date of pre-bid meeting) shall be discussed in the Pre-bid meeting and the queries submitted through any other mode except GeM Portal shall not be entertained.
- 12.2 Bidders must ensure that the points on which clarifications are required by them have already been submitted to the AAI in advance through GeM Portal as per the schedule mentioned in the Bid Document. Only those queries will be discussed during Pre-Bid Meeting. Queries need to be uploaded in the following format: -

Name of the Bidder:				
Sl. No.	GeM bid document reference	ATC Para / Clause No. & Page No.	Provision in GeM bid document / ATC	Clarification Sought

- 12.3 Bidders or their authorized representatives will be permitted to attend the pre-bid meeting. Bidders shall inform the names of delegates participating in the Pre-bid conference from their Company / principals and the same must be sent by e-mail to Bid Manager to participate in the pre-bid meeting. No further clarifications / queries will be accepted after the pre-bid meeting and the terms and conditions including scope of work decided after the pre-bid conference will be frozen.

- 12.4 Bidders are advised to restrict **maximum 02 Nos.** of representatives for pre-bid conference.
- 12.5 AAI shall subsequently provide the clarifications & responses to the queries discussed in the pre-bid conference through GeM portal, which shall form part of the Tender Document.
- 12.6 AAI makes no representation or warranty as to the completeness or accuracy of any response by AAI.
- 12.7 Please note that AAI expects the bidders to comply with all tender specifications / conditions which have been frozen after Pre-bid Conference and hence, the bidder shall take utmost care to comply with the above while submitting their bid.

13 Amendment in Schedule of Important Activities

AAI may in its discretion, extend / change the schedule of any activity by issuing an addendum / corrigendum on the GeM Portal. In such cases, all rights and obligations of AAI and the Bidders previously subject to the original schedule as extended.

14 Amendment to Tender document

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

15 Period of Validity of Bids

The Bids shall remain valid for a minimum of **180 (one hundred eighty)** days from bid end date i.e., last date for submission of bid as specified in the GeM Bid Document / Date Corrigenda. AAI shall summarily reject a bid as non-responsive if found valid for a shorter period. Only due to some exceptional and unforeseen reasons, AAI may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing / through GeM.

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

- (i) Class-I and Class-II local suppliers, who are Original Equipment Manufacturer (OEM) of Automatic Tray Retrieval System, having own work experience
- OR**
- (ii) Class-I and Class-II local suppliers who are 100% Indian subsidiaries of Foreign parent company, who is Original Equipment Manufacturer (OEM) of Automatic Tray Retrieval System, and utilizing their work experience and / or Financial criteria like Turnover etc.
- OR**
- (iii) Class-I and Class-II local suppliers manufacturing in India under license from a foreign manufacturer (*OEM of Automatic Tray Retrieval System*) who holds intellectual property rights and where there is a Technology Collaboration agreement / transfer of Technology agreement for indigenous manufacture of a

product developed abroad with clear phasing of increase in local content utilizing their work experience, as defined in the Public Procurement (Preference to Make in India), Order 2017, as amended up to the last date of submission of bid.

(iv) **Start-ups** shall be considered for relaxation as per Government of India norms only for those items/ products for which they are recognized as a “Start-up”.

- a) The pre-qualification requirements of prior experience and prior turnover— for DPIIT recognized Start-up bidder is waived off.
- b) Start-up firms may be allocated ATRS system with total two (02) nos. of lanes for the award of work subject to meeting all technical & quality requirement of the tender and subject to matching the L1 price.
- c) Start-up bidders may be required to arrange a Factory Visit and/or Operational Site Visit for assessment of their capability. The bidder shall demonstrate the ATRS system interfaced with a Dual View XBIS machine and showcase all functionalities of the integrated system. The demonstration shall be witnessed by the AAI team. Failure to satisfactorily demonstrate interoperability, functionality, and operational performance of the integrated system shall result in technical disqualification.

The following procedure will be opted:

- a) In case the Start-up firm is meeting all technical criteria of the tender, shall be declared qualified off-line.
- b) However, the financial bid of the Start-up firm will not be opened. Hence Start-up firm shall be declared not qualified on the GeM portal, shall be processed further on acceptance of L1 price.

“Class-I Local Supplier” and **“Class –II Local Supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as defined under the above order.

Minimum Local Content: The 'local content' requirement to categorize a supplier as “Class-I Local Supplier” is minimum 50% and for “Class –II Local Supplier”, the 'local content' requirement is minimum 20% as per “Public Procurement Policy (Preference to Make in India), order 2017”, as amended up to the last date of submission of bid.

Purchase preference: Purchase preference shall be given to **‘Class-I Local Supplier’** over **‘Class-II local supplier’** whose quoted price falls within the **margin of purchase preference of 20%**, in accordance with the provisions of *“Public Procurement Policy (Preference to Make In India), order 2017”*, as amended up to the last date of submission of bid, notified by the Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry & Internal Trade (Policy Procurement Section).

17. Following documents are required to be submitted for Pre-Qualification Criteria (PQC):

17.1 Valid Certificate of Incorporation for Public / Private Limited Company / firm issued by Appropriate Authority. Registered partnership deed in case of Partnership firm or Copy of certificate / licence issued by appropriate Authority / Department / Body / GST certificate in case of proprietary firm.

17.2 Proof of being an OEM of Automatic Tray Retrieval System (ATRS) lane:

- a) **For bidders utilizing their own work experience:** Any of the following documents (from the respective Government Authority) as a proof of being an OEM of Automatic Tray Retrieval System (ATRS) lane:

- (i) Intellectual Property Rights (i.e., via Copyright Notice)
OR
- (ii) Trademark Registration Certificate
OR
- (iii) Patents / Design Registration Certificate

In addition, an undertaking / letter is to be submitted from the authorized signatory of the OEM (bidder), certifying that they are an OEM of Automatic Tray Retrieval System (ATRS) lane.

Note: Above documents shall be valid at the time of last date of submission of bid till the currency of contract.

- b) **For bidders who are 100% Indian subsidiary / Branch of Foreign Principal company and utilizing work experience and / or Financial criteria like Turnover etc. of their Foreign Principal company / firm:** Any of the following documents (from the respective Government Authority) as a proof of their Foreign Principal being an OEM of Automatic Tray Retrieval System (ATRS) lane:

- (i) Intellectual Property Rights (i.e., via Copyright Notice)
OR
- (ii) Trademark Registration Certificate
OR
- (iii) Patents / Design Registration Certificate

In addition, an undertaking / letter is to be submitted from the authorized signatory of the OEM (Foreign Principal), certifying that they are an OEM of Automatic Tray Retrieval System (ATRS) lane.

Note: Above documents shall be valid at the time of last date of submission of bid till the currency of contract.

- c) **For bidders participating under manufacture under license / Technology Collaboration Agreement / Transfer of Technology Agreement with a Foreign Company / Firm and utilizing work experience of the Foreign Company / Firm:** Any of the following documents (from the respective Government Authority) as a proof of the Foreign Company / Firm being an OEM of Automatic Tray Retrieval System (ATRS) lane:

- (i) Intellectual Property Rights (i.e., via Copyright Notice)
OR
- (ii) Trademark Registration Certificate
OR
- (iii) Patents / Design Registration Certificate

In addition, an undertaking / letter is to be submitted from the authorized signatory of the OEM (Foreign Company / Firm), certifying that they are an OEM of Automatic Tray Retrieval System (ATRS) lane.

Note: Above documents shall be valid at the time of last date of submission of bid till the currency of contract.

- d) **For Start-ups bidders:** Any of the following documents (from the respective Government Authority) as a proof of being an OEM of Automatic Tray Retrieval System (ATRS) lane:

(iv) Intellectual Property Rights (i.e., via Copyright Notice)

OR

(v) Trademark Registration Certificate

OR

(vi) Patents / Design Registration Certificate

In addition, an undertaking / letter is to be submitted from the authorized signatory of the OEM (bidder), certifying that they are an OEM of Automatic Tray Retrieval System (ATRS) lane.

Note: Above documents shall be valid at the time of last date of submission of bid till the currency of contract.

- 17.3 **Undertakings (Annexure – I)** for Unconditional Acceptance of AAI's Tender Conditions, Debarment / Blacklisting / Restraintment, Minimum Wages, Plant & Machinery, Availability of spares, After Sales Services, Standards and specifications, Adequate facilities for Comprehensive Maintenance and GST Registration & complying its provisions.

- 17.4 **Power of Attorney** (on non-judicial Stamp paper of minimum Rs. 100/-) as per **Annexure – XV**, 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. In addition, Board resolution or Partnership deed or proprietorship deed regarding Authority to assign Power of Attorney is to be submitted.

- 17.5 Duly filled **Pre-Contract Integrity Pact** signed on each page by bidder or authorized person of bidder as per **Annexure – IX**.

- 17.6 **Digitally / duly signed ATC document** along with all corrigenda, addenda, AAI reply to pre-bid queries, etc. as a proof that the bidder has read and understood all the terms and conditions of the tender.

- 17.7 **Undertaking for Non-Restriction from Bidding as per Annexure – XIII.** In case the bidder falls in the category of bidders defined under Order (Public Procurement No.1) dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India vide F.No.6/18/2019-PPD and its revisions thereof, copy of Registration certificate of the bidder with Competent Authority shall also be submitted. Registration should be valid at the time of submission of Bid and should also remain valid at the time of acceptance of the bid. In case of false declarations, the tender submitted by the bidder shall be immediately terminated and further legal action including debarring from

participation in AAI tenders in future for up to two years along with other actions as may be permissible under law shall be initiated.

17.8 Certificates as detailed below, which clearly specifies whether the bidder is **participating** as Class-I Local Supplier or Class-II Local Supplier along with the details of location where local content is to be added:

- a. **“Class-I Local Supplier” / “Class II Local Supplier”** at the time of tender / bidding shall be required to indicate **percentage of local content** and provide **self-certification** that the item offered meets the local content requirement for **“Class I Local Supplier” / “Class II Local Supplier”**, as the case may be. They shall also give **details of the location(s)** at which the **local value addition** is made. Bidder shall upload Self-Certification on Company's letter head in this regard (**Annexure – VI(A)**).
- b. The bidder shall submit original hard copy of duly filled and signed **Annexure – VI(B)** (on Company's letter head) in a sealed envelope so as to reach the O/o Bid Manager before the date of opening of Financial Bid. The same shall be opened after opening of Financial bids on GeM portal. **Scanned / soft copy** of Annexure – VI(B) shall **NOT be uploaded** with the PQC / Technical Bid.
- c. Since procurement is for a **value in excess of Rs 10 Cr.**, “Class-I Local supplier” / “Class –II Local supplier” at the time of bidding, shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in case of Companies) **OR** from a practicing Cost Accountant or practicing Chartered Accountant (in respect of Suppliers other than Companies) giving the percentage of local content. Bidder shall submit scanned copy of ‘Undertaking’ on Company's letter head (**Annexure – VI(A)**) and on Auditor's / Accountant's letter head (**Annexure – VII**).
- d. In addition, at the **time of execution** of the project, for all contracts above INR 10 Crore, the contractor / supplier shall be required to give local content certification duly certified by Cost / Chartered Accountant in practice. For cases where it is not possible to provide certification by Cost / Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the above certificate for local content within 15 days of completion of Supply, as per **Annexure – VIII**.
- e. Such certificate from the Cost / Chartered Accountant in practice (**Annexure – VIII**), shall be final to decide the category of supplier / contractor as **Class-I Local Supplier / Class –II Local Supplier / Non-local Supplier** and accordingly penalty, if any, shall be imposed & recovered from the supplier's / contractor's bill.
- f. Local Content declared under **Annexure – VI(A), Annexure – VI(B)** and **Annexure – VII** may vary at the time of execution of work. However, the executed percentage of local content shall meet the minimum local content requirement for **“Class-I Local Supplier” / “Class –II Local Supplier”** (as applicable) in accordance with the “Public Procurement Policy (Preference to Make in India), order 2017”, as amended up to the last date of submission of bid.
- g. In case the supplier / contractor fails to submit the required Certificate from Cost / Chartered Accountant within stipulated period **OR** does not qualify as Class-I Local Supplier / Class-II Local Supplier as per the Self-Certification / Certification submitted at the time of tendering / bidding and the category of the contractor / supplier changes from Class-I Local Supplier to Class-II Local Supplier / Non-local

Supplier or from Class-II Local Supplier to Non-local Supplier, a penalty as detailed below shall be imposed and recovered from the supplier's / contractor's bill (however, contract once awarded shall not be terminated on this account):

- i) Change of category of the supplier / contractor from Class-I Local Supplier to Class-II Local supplier: Penalty @ 7.5% of the contract value.
 - ii) Change of category of the supplier / contractor from Class-I Local Supplier to Non-local supplier: Penalty @ 10% of the contract value.
 - iii) Change of category of the supplier / contractor from Class-II Local Supplier to Non-local supplier: Penalty @ 7.5% of the contract value.
 - iv) In case supplier / contractor fails to submit the Certificate from Cost / Chartered Accountant within stipulated period (i.e., during execution or within 15 days of completion of Supply), Penalty @10% of the contract value shall be imposed & recovered from the supplier / contractor's bill.
 - v) In addition to above i.e. (i) / (ii) / (iii) / (iv), the bidder can be **debarred for up to Two Years** from participation in AAI tenders.
- h. False declaration will be breach of the Code of Integrity under Rule 175(1)(i)(h) of the "*General Financial Rules*" for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of "*General Financial Rules*" along with such other actions as may be permissible under law in accordance with the "*Public Procurement Policy (Preference to Make in India), order 2017*", as amended up to the last date of submission of bid.
- i. A supplier who has been debarred by any other procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment in accordance with the "*Public Procurement Policy (Preference to Make in India), order 2017*", as amended up to the last date of submission of bid.

17.9 Copy of Income Tax Registration document i.e., Permanent Account Number (PAN).

17.10 Copy of Tax Registration Document i.e., Goods and Service Tax (GST).

17.11 **For 100% Indian subsidiary / Branch of Foreign Principal company utilizing credentials of Foreign Principal company / firm:**

If an Indian company / firm claims the Work Experience and / or Financial criteria like Turnover etc. on the basis of its Foreign Principal company / firm, who is the Original Equipment Manufacturer (OEM) of Automatic Tray Retrieval System (ATRS) lane, the Indian company / firm can participate in the tender subject to submission of following:

- i) Documentary evidence which proves that the Indian company / firm is indeed 100% wholly owned subsidiary or branch of the Foreign Principal company / firm as under:

Audited Balance sheet showing equity holdings patterns between the Foreign principal company / firm and their wholly owned Indian subsidiary company / firm.

OR

Certificate by the Chartered Accountant / Auditor of Foreign Principal company / firm showing equity holding patterns between the Foreign Principal company / firm and their wholly owned Indian subsidiary company / firm.

OR

Duly notarized certificate by the Foreign Principal company / firm that the Indian subsidiary company / firm is their wholly owned subsidiary / branch and may be allowed to participate in the AAI tender.

- ii) An undertaking from the Foreign Principal company / firm that they will provide all required technical support, technical knowhow and will take full responsibility and liability of bidding by their Indian subsidiary company / firm or branch till the successful completion of contract period as per prescribed Proforma (**Annexure – XVI**).
- iii) Foreign Principal company / firm shall also undertake that the said work experience credentials have not been used by any of their other Indian subsidiary company / firm / branch or by them i.e., the Principal company / firm itself for the same tender.
- iv) In case above statement / undertaking under above para (iii) is found violated, the bids of companies / firms / tenderers, who had submitted the work experience credentials of the same Foreign Principal company / firm, shall be summarily rejected and their entire EMD amounts shall be forfeited.
- v) Proof of their Foreign Principal being OEM of Automatic Tray Retrieval System (ATRS) lane as per Para 17.2 (b) above.
- vi) Indian subsidiary company / firm may also use the financial strength of Foreign Principal Company / firm who owns 100 % shares. In case of take-over or acquisition of insolvent company, the past experience of solvent company in terms of Technical strength, Manpower and Technology can be used by the company which has taken-over. However, in such situation the financial strength of parent company can only be considered.

17.12 For bidders participating under manufacture under license / Technology Collaboration Agreement / Transfer of Technology Agreement with phased indigenization:

In accordance with clause 13 of DPIIT order no. P-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19th July 2024, for promoting the MII initiative of Government of India and for wider participation & competitive bidding, Class -I & Class-II Local Suppliers manufacturing in India under license from a foreign manufacturer who holds intellectual property rights and where there is a Technology Collaboration Agreement / Transfer of Technology Agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content can participate in the above tender by utilizing work experience of Foreign OEM (**however, Turnover shall be met by Indian bidder in its own capacity**). Following documents in this regard to be submitted by the bidder:

- a) Indian bidder shall submit copy of formal agreement with Foreign OEM for manufacturing the equipment under License through Technology Collaboration / Transfer of Technology Agreement with clear phasing of increase in local content.
- b) Proof of the Foreign company / firm being an OEM of Automatic Tray Retrieval System (ATRS) lane, as per Para 17.2 (c) above.
- c) The Foreign OEM shall submit an undertaking as per prescribed **Proforma (Annexure – XVIII)** stating that:
 - i) Indian Bidder is manufacturing the equipment under license from them through Technology Collaboration Agreement / Transfer of Technology Agreement with clear phasing of increase in Local Content.
 - ii) Indian Bidder can use their credentials for work experience.
 - iii) Foreign OEM shall ensure supply of spares for their equipment supplied by Indian Bidder & provide full support to AAI during & after DLP up to the completion of contract period.
- d) Indian bidder shall submit undertaking in this regard at PQ stage, as per prescribed **Proforma (Annexure – XIX)**.
- e) The Contractor shall develop / manufacture under Technology Collaboration Agreement / Transfer of Technology Agreement with the same Foreign OEM whose credentials are used for Pre-qualification.

17.13 EXPERIENCE:

- 17.13.1 The bidder should have successfully completed similar works of Supply, Installation, Testing & Commissioning / Supply, Installation, Testing & Commissioning and Maintenance Contract of Automatic Tray Retrieval System (ATRS) lane in the **last** 07 (Seven) years as on **30-06-2026** as per following criteria:

Value Criteria:

- a) One work order of value equal to ₹ 1,31,83,86,867.00 or more.
- OR**
- b) Two separate work orders, each for a value equal to ₹ 82,39,91,792.00 or more.
- OR**
- c) Three separate work orders, each for a value equal to ₹ 65,91,93,434.00 or more.

Quantity Criteria:

- d) One work order of quantity equal to 32 (Thirty-Two) Nos. or more.
- OR**
- e) Two separate work orders, each for a quantity equal to 20 (Twenty) Nos. or more.
- OR**
- f) Three separate work orders, each for a quantity equal to 16 (Sixteen) Nos. or more.

17.13.2 Important Note:

- (i) For determining eligibility of tenderer under Value Criteria in terms of experience certificate, completion cost shall be considered exclusive of GST, CAMC / AMC cost. The Bidder shall give undertaking mentioning whether the GST / Pre-GST Taxes are included in the completion cost or not, in the client / end user completion certificate. If included, the bidder shall mention the percentage / break up cost of these components.
- (ii) In case of non-submission of required undertaking, AAI shall determine GST/ Pre GST-Taxes, components as per CPWD / AAI guidelines amended from time to time and shall carry out further evaluation accordingly.
- (iii) For the Experience Certificates of works completed pre-GST era, Completion amount will be divided by 1.12 (to exclude pre-GST taxes) to make it at par with experience certificates of post GST era, but excluding GST.

17.13.3 Tenderers showing work experience certificate from non-government / non-PSU organizations should submit copy of Tax Deducted at Source (TDS) certificate(s) along with a UDIN generated certificate issued by registered Chartered Accountant, clearly specifying the name of work, total payment received against the work and TDS amount for the work. The documents submitted by bidders without UDIN shall not be entertained. In case the Indian bidder is using the work experience of their Foreign OEM to meet the experience criteria, following document in place of TDS certificate is also acceptable:

- a) Document equivalent to TDS certificate in the country of Foreign OEM.
- OR**
- b) In case, document equivalent to TDS certificate is not available, then Bank transaction details between Foreign OEM and respective client.

or

In case, document equivalent to TDS certificate is not available, certificate issued by the designated officer (along with their contact details, email etc.) of the Bank (where the Foreign OEM is having a bank account) in respect of payment received from respective client(s) for the work(s) (claimed under pre-qualification).

OR

- c) In case, document equivalent to TDS certificate is not available, the certificate issued by Statutory Auditor / Cost auditor of their Foreign OEM (in the case of companies) or from practicing Cost Accountant / practicing Chartered Accountant of their Foreign OEM (in case of other than companies) certifying that payment has been received against the respective Supply Order.

However, bidder shall be fully responsible for genuineness of submitted documents and the same shall be dealt as per tender condition.

17.13.4 The value of completion cost of the work (other than INR) shall be calculated by considering the Exchange rate (as notified by Reserve Bank of India or by international currency conversion sources, if currency conversion rate not available with RBI) of foreign currency in INR on the date of completion of the work. The value of executed works shall be brought to current costing level by

enhancing the actual value of work at a simple rate of **7% per annum**, calculated from the date of completion to date of bid opening (PQC / Technical Bid). The bidder shall submit the Completion certificate (**along with copy of corresponding award letter / purchase order / agreement**) issued by client / end users, comprising the following details:

Name of Work / Project & Location	
Name & Address of the Client with contact details & e-mail id	
Reference No. & date of Award Letter / Purchase Order / Agreement	
Awarded Cost of work (Rs. in Lakhs) [excl. GST, taxes, CAMC / AMC cost, etc.]	
Awarded Qty. of work	
Date of Commencement as per Contract	
Stipulated Date of Completion	
Actual Date of completion	
Completion cost / Actual work done (Rs. in Lakhs) [excl. GST, taxes, CAMC / AMC cost, etc.]	
Actual Qty. of work done	

In case, Completion certificate is not submitted as per Proforma given above at Clause No. 17.13.4, following documents shall be submitted by the bidder:

- i. Purchase Order(s) / Award letter(s) / Agreement(s) in the name of the Bidder (If bidder is utilizing its own experience) or Purchase Order(s) / Award letter(s) / Agreement(s) in the name of Foreign OEM (If bidder is utilizing experience of its Foreign OEM under Technology Collaboration Agreement / Transfer of Technology Agreement) or Purchase Order(s) / Award letter(s) / Agreement(s) in the name of Foreign Principal (If bidder is a 100% Indian subsidiary / branch of a Foreign Principal company / firm & utilizing its experience)

AND

- ii. Corresponding Completion Certificate(s) / Commissioning Certificate(s) / Delivery Receipt(s) to establish the required experience criteria as per Clause 17.13.1 and its subsequent sub-clauses indicating reference to the Purchase order.

17.14 Turnover

17.14.1 Average annualized financial turnover

Bidder should have annualized average financial turnover of at least **₹49,43,95,075.00** or equivalent during last three financial years ending 31st March, 2025 or 31st December, 2025 as the case may be in their country.

17.14.2 Copies of documents required for Turnover

- 17.14.3 Abridged balance sheet along with Profit & Loss Account of the bidder for the last three financial years (2022-23, 2023-24 and 2024-25) for F.Y. ending in

March 2025 or 2023, 2024 and 2025 for F.Y. ending in December 2025 as the case may be in their country.

- 17.14.4 Indian Bidders have to submit UDIN generated documents (as applicable) like Balance Sheet and Profit & Loss Statement, etc., as per tender conditions duly certified by CA and having UDIN along with scanned copy of Undertaking as per Proforma given at **Annexure – XXI**. The documents submitted by bidders without UDIN shall not be entertained.
- 17.14.5 Turnover of foreign firms shall be calculated by considering the Exchange rate (as notified by Reserve Bank of India or international currency conversion sources, if currency conversion rate is not available with RBI) of foreign currency in INR on the date of ending of particular financial year of that country.

18. Purchase Preference under Make in India Policy

- 18.1 “Public Procurement (Preference to Make in India), Order 2017, Revision; regarding”, dated 19th July, 2024 issued by Public Procurement Section, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry & revision(s) thereof shall be applicable for this tender. The following paras shall be considered for evaluation of Make in India documents:
 - 18.1.1 The bidders who wish to avail purchase preference under Make in India policy should submit the undertaking as per **Annexure-VI(A) & VII** in the PQC / Technical Bid. Original hard copy of **Annexure-VI(B)** shall also be submitted by the bidder in a sealed envelope at a later stage (i.e., before date of opening of Financial bids on GeM Portal).
 - 18.1.2 Imported items sourced locally from Resellers / Distributors shall be excluded from calculation of local content.
 - 18.1.3 The License fees / Royalties paid / Technical charges paid out of India shall be excluded from local content calculation.
 - 18.1.4 Procurement / Supply of Repackaged / Refurbished / Rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of Repackaged / Refurbished / Rebranded imported products shall be as given in the aforesaid order on MII Policy.
 - 18.1.5 The cost involving services such as transportation, insurance, installation, integration, commissioning, training and after sales service support like Routine Maintenance, CAMC, etc. cannot be claimed as local value addition for Class-I local supplier / Class-II local supplier under “Make in India” Policy.
 - 18.1.6 As the contract involves Supply of multiple items (i.e., ATRS, UPS, etc), weighted average of both the items shall be taken while calculating the local content.

19. Technical Criteria

- 19.1 Technical offer and technical compliance in terms of Technical Specifications of Automatic Tray Retrieval System (ATRS) lane, duly signed, giving serial number of each page & Scanned copy is to be submitted as per format given at **Section**

– **D.** The bidder should submit relevant supporting documents / technical brochure against the technical parameters for which compliance is being given.

- 19.2 Bidder shall submit details of Maintenance Activities proposed to be carried out during Routine Maintenance and CAMC period as per supplier / manufacturer standards.
- 19.3 The bidder shall assume complete responsibility for the design, construction, and performance of all component parts of the complete equipment and its accessories and shall submit self-certification that the completed equipment shall meet the requirements of Tender Conditions.
- 19.4 Technical Bid, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and / or prescribed conditions are not fulfilled, shall be considered non-responsive and will be liable to be rejected.

20 Financial Criteria

- 20.1 The price for different items shall be quoted as per provisions of GeM portal.
- 20.2 It shall be clearly understood and noted that Financial Bid of the tender document is for pricing alone. No condition, whatsoever, shall be stipulated in this part.
- 20.3 If any condition stipulated above (Para 20.2), is found violated, the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the EMD besides blacklisting the firm.
- 20.4 The prices quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account, except statutory Indian govt. taxes and levies in India.
- 20.5 AAI reserves the right to reject any or all tenders without assigning any reason. The Financial bids of the bidders who do not qualify in PQC / Technical evaluation shall not be opened. AAI also reserves the right at its sole discretion not to award any order under the invited tender. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it.
- 20.6 Original document of Financial Bid shall not be submitted as hard copy to AAI in any case.
- 20.7 The bidder shall submit **Financial document** online as per format at **Annexure – II** (after converting duly filled excel sheet into pdf) along with their Financial Bid. **Copy of this document shall not be uploaded with GeM PQC / Technical bid.**

21 Submission of Bids

Following documents are required to be uploaded on GeM Portal:

Sl. No.	ATC Para	Eligibility Criteria	Documents required to be uploaded
PRE-QUALIFICATION CRITERIA			
1.	7.1	Earnest Money Deposit	Proof of payment of EMD through online mode.

Sl. No.	ATC Para	Eligibility Criteria	Documents required to be uploaded
			In case EMD is not paid online, then scanned copy of BG as per Annexure – V(A) along with SFMS and scanned copy of Annexure – V(B). In case exemption from payment of EMD is claimed, then valid MSE (UDYAM) registration certificate for relevant category i.e., Manufacturer of Automatic Tray Retrieval System (ATRS) lane along with request letter for Exemption from EMD to be uploaded.
2.	17.1	Valid Certificate of Incorporation for Public / Private Limited Company / firm issued by Appropriate Authority. Registered partnership deed in case of Partnership firm or Copy of certificate / licence issued by appropriate Authority / Department / Body / GST certificate in case of proprietary firms.	Copy of the documents.
3.	17.2	Proof of being an Original Equipment Manufacturer (OEM) of Automatic Tray Retrieval System (ATRS) lane.	Copy of the documents required as per Para 17.2 (a) / 17.2 (b) / 17.2 (c), as applicable .
4.	17.3	Undertakings letter for Unconditional Acceptance of AAI's Tender Conditions, Debarment / Blacklisting / Restraintment, Minimum Wages, Plant & Machinery, Availability of spares, After Sales Services, Standards and specifications, Adequate facilities for Comprehensive Maintenance, GST Registration & complying its provisions and assuming complete responsibility.	Duly filled scanned copy of Annexure – I
5.	17.4	Power of Attorney (POA), if applicable. In addition, Board resolution or Partnership deed or proprietorship deed regarding Authority to assign Power of Attorney to be submitted.	Scanned Copy of Power of Attorney as per Annexure XV and copy of documents as per Para 17.4.

Sl. No.	ATC Para	Eligibility Criteria	Documents required to be uploaded
6.	17.5 & 28	Pre-Contract Integrity Pact	Scanned Copy of Annexure – IX .
7.	17.6	Digitally / duly signed ATC document along with all corrigenda, addenda, AAI reply to pre-bid queries, etc. as a proof that bidder has read and understood all the terms and conditions of tender.	Copy of the documents.
8.	17.7	Undertaking for non-restriction from bidding	Annexure-XIII and copy of Registration certificate of the bidder with Competent Authority, if applicable.
9.	17.8	Undertaking for Class-I Local Supplier or Class-II Local Supplier	As per Annexure – VI(A), & Annexure – VII
10.	17.9	Valid Permanent Account Number (PAN)	Copy of Permanent Account Number (PAN).
11.	17.10	Valid GST Registration certificate	Copy of GST Registration certificate.
12.	17.11	In case of Indian Subsidiary Company, documentary evidence to prove that Indian company / Firm is indeed a 100% subsidiary or branch of a foreign company	Documents as per Para 17.11 and Annexure – XVI
13.	17.12	For bidders participating under “Manufacture under License / Technology Collaboration Agreement / Transfer of Technology agreement with phased indigenization”.	Copy of the documents required as per Para 17.12 along with Annexure – XVIII & Annexure – XIX
14.	17.13.1 & 17.13.2	Award Letter/ Purchase orders/Agreement related with successfully completed similar works of Supply, Installation, Testing & Commissioning / Supply, Installation, Testing & Commissioning and Maintenance Contract of Automatic Tray Retrieval System (ATRS) lane in the last 07 (Seven) years as on 30-05-2026 as per Value and Quantity Criteria.	Copy of the documents required as per Para 17.13.1 and 17.13.2
15.	17.13.3	TDS Certificate with UDIN generated CA certificate / other documents	Copy of the documents as per Para 17.13.3.
16.	17.13.4	Completion Certificate along with copy of award letter / purchase order / agreement.	Completion Certificate as per format with documentary proof as per Para 17.13.4

Sl. No.	ATC Para	Eligibility Criteria	Documents required to be uploaded
17.	17.14	Turnover - Copies of UDIN generated balance sheet along with Profit & Loss Account of the bidder for the last three financial years.	Copies of UDIN generated Balance sheet along with Profit & Loss Account of the bidder for the last three financial years and Annexure – XXI .
18.	26	Any concession / exemption under registration with NSIC / MSE.	Copies of the relevant documents.
19.	--	Check List	As per Annexure – XXII
TECHNICAL CRITERIA			
20.	19.1	The statement of compliance with make & model (Annexure XXIV), duly signed for the offered technical specifications	As per Section – D .
21.	19.1	The bidder should submit relevant supporting documents / technical brochure against the technical parameters for which compliance is being given.	Copies of the documents
22.	19.2	Details of Maintenance Activities proposed to be carried out during Routine Maintenance and CAMC period as per supplier / manufacturer standards.	Copies of the documents.
23.	19.3	Responsibility for the design, construction, and performance of all component parts of the complete equipment and its accessories	Self-certificate
FINANCIAL DOCUMENT			
24.	20.7	Financial document containing break-up of Financial quote	As per Annexure – II , to be uploaded with GeM financial bid

Note:

- i. The original documents as uploaded against BG for EMD (if not paid online) in original with SFMS & letter of Undertaking as per **Annexure – V(B)**, shall be submitted in the Office of AGM (AS) - Bid Manager so as to reach on or before 03 days from End date of Bid Submission. In case the above documents are not received within 03 days from End date of Bid Submission, then their tender shall be summarily rejected. **Any postal delay shall not be entertained.**
- ii. MSE bidders shall upload copy of their valid Udyam Registration Certificate on GeM portal for the purpose of verifying their claim for exemption of EMD.
- iii. Tender shall be submitted in English language, if any of the supporting documents is submitted in any language other than English, then:

- a) For Indian languages, the translated English version duly notarized by Indian Notary to be submitted.
- b) All supporting documents submitted with the bid should be self-certified & stamped by the firm.
- c) For foreign languages, the translated English version shall be duly apostilled or attested by Indian embassy in that country or embassy of certificate issuing country in India. However, in case of becoming successful bidder, documents shall be verified by Airports Authority of India independently before acceptance of bid.

22. Opening & Evaluation of PQC / Technical Bid

22.1 Evaluation of PQC Bids

- 22.1.1 AAI shall open PQC Bids as per scheduled Tender Opening Date and Time and shall download all the uploaded documents against PQC and evaluate bids for Pre- qualification.
- 22.1.2 PQ-Eligibility criteria for the EMD, signed copy of Undertakings (**Annexure – I**), Power of attorney / authorization of the tenderer and signed Integrity Pact will be evaluated first.
- 22.1.3 The Technical bids of Bidders, who have submitted documents as per PQC, shall only be considered for evaluation.

22.2 Evaluation of Technical bid

- 22.2.1 AAI shall evaluate the bids to determine whether they are complete, the documents have been digitally signed and the bids are in order.
- 22.2.2 The objective of the evaluation is to select a bidder that can provide the desired service with maximum efficiency and quality and meeting the Technical Specifications of the equipment.
- 22.2.3 AAI will determine the responsiveness of each bid to the Bid documents. For purposes of these clauses, a responsive bid is one which conforms, to all the terms and conditions of the Bid Document and ATC document without material deviations. AAI's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as non-responsive will be rejected by AAI.
- 22.2.4 Tenders received and accepted shall be evaluated by AAI to ascertain the complete scope contained in the tender document.
- 22.2.5 Tenders meeting Technical bid criteria as specified herein shall only be considered for opening and evaluation of financial bid. However, tenders not meeting Technical bid criteria shall be informed for not meeting the technical bid criteria through GeM portal.
- 22.2.6 To shortlist technically qualified bidders, the Technical Bids shall be scrutinized by AAI to ensure whether the same are in conformity to Technical specifications as per tender. Bidders shall provide complete information to substantiate

compliance of the technical specifications listed in the tender. In case of incomplete compliance statement or inadequate information, tenders shall be finalized on the basis of the information available. It shall, therefore, be in the bidder's interest to give complete and comprehensive technical particulars while submitting the bid.

- 22.2.7 AAI may seek clarification on technical details or any other information deemed necessary. Such queries raised online on GeM portal shall be replied online positively by the bidder, within the time specified, failing which the evaluation shall be done on the basis of the documents submitted.
- 22.2.8 If any document submitted in Technical Bid is found to be false, EMD shall be forfeited, besides blacklisting of the bidder.
- 22.2.9 Airports Authority of India reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder.
- 22.2.10 In case of non-compliance to the Technical Specifications of the equipment by the bidder, AAI holds the right to terminate the contract without any prejudice manner and forfeit the EMD, Performance Bank Guarantee, besides blacklisting / debarment of the firm.

23. Opening and Evaluation of the Financial Bids

23.1 Opening of Financial Bid

- 23.1.1 Financial Bids of only those bidders, who qualify in PQC & Technical bid evaluation, shall be opened by AAI on GeM portal.
- 23.1.2 Date of opening of tender can be extended at the sole discretion of AAI.

23.2 Evaluation of Financial (Price) Bid

- 23.2.1 The tenders shall be compared on the basis of overall lowest (L-1) price quoted by the bidders in the Financial bid.
- 23.2.2 AAI's decision in the evaluation process shall be final and binding on all Bidders.
- 23.2.3 The EMD of bidder who fails to honour his commitment to the price quoted in the Financial bid shall be forfeited, besides blacklisting the firm.
- 23.2.4 AAI shall not have any liability to bidders for any interruption or delay in access to GeM site / bid link etc. irrespective of the cause. Further, AAI shall not be responsible for consequential issues such as no internet connection, no power supply, system problems, loss of electronic information, power interruption etc. Bidders may contact GeM authorities for the guidance on bidding process and no representation in this regard shall be entertained by the AAI.

23.3 Comparison and Evaluation of Tender

23.3.1 Prior to detailed evaluation, the AAI will determine the substantial responsiveness of each Tender document. A substantial responsive Tender is one, which confirms to all the terms and conditions of the Tender.

23.3.2 A tender is determined as not responsive, if tender is submitted incomplete, annexures are not filled up, unconditional acceptance letter, power of attorney, and integrity pact not found in proper form, such tenders are liable to be rejected by AAI.

24. **Online Reverse Auction**

24.1 Bidders are hereby informed that “**Reverse Auction (RA) SHALL NOT be conducted**” for this tender. Accordingly, bidders are advised to **quote their most competitive prices** in their financial bids.

25. **Award of Contract**

25.1 The acceptance of the tender shall be intimated to the successful bidder(s) by AAI through GeM Portal / Letter of Intent (LOI).

25.2 AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.

25.3 AAI shall enter into a formal agreement / contract with the authorized representative of successful bidder incorporating the agreed terms and conditions of Bid document, ATC document, corrigenda, addenda if any, clarifications submitted by bidder against AAI queries and purchase order, etc.

26. **Bidders registered with NSIC / MSE or seeking benefit under MSE Policy of Government of India**

26.1 Concession to Indian Micro and Small Enterprises (MSEs) units will be given as per provisions of public procurement policy for MSEs Order (Micro and Small Enterprises), 2012 with latest amendments, if any, registered with DIC / NSIC / KVIC / KVIV/ Dte. of Handicraft and Handloom etc.

26.2 In case a bidder is eligible for any concession / exemption under this clause, scanned copy of the documentary proof, i.e., MSE (UDYAM) registration certificate for relevant category: **Manufacturer of Automatic Tray Retrieval System (ATRS)**, must be uploaded on GeM portal. It may be noted that submission, if any, of reference (s) of Govt. notification(s) pertaining to concessions / exemptions must be supported by scanned copies of such notification(s). Only such MSE firms may be considered for relaxation in prior turnover and prior experience as per Govt. of India norms, in case the specific request is submitted by the bidder for the desired relaxation, on or before the pre-bid meeting.

26.3 **Concession / Exemption for Prior experience and Turnover in case of Bidders registered with NSIC / MSE or seeking benefit under Start up Policy of Government of India:**

- a. For MSE firms: MSE firms are exempted from tender fees and EMD, however, MSE firms are not exempted for prior turn over and prior experience. The MSE firms may be considered for relaxation in prior turn

over and prior experience as per Government of India norms, in case the specific request is submitted by the bidder for the desired relaxation.

b. For Start-ups: Applicability as per para **16(iv)** of Section 'A'.

- 26.4 It may be noted that Government of India has implemented **Trade Receivables Discounting System (TReDS)** to address challenges faced by MSMEs in delayed payments (after receipt / acceptance of Material / Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. Airports Authority of India (AAI) is already registered on the following TReDS service providers' platform:
- i) M/s. Mynd Solutions Private Limited (Mynd), New Delhi.

Hence, MSME Bidders are required to register on the aforesaid TReDS service provider's platform to avail benefits of TReDS, a Govt. of India initiative.

27. **Rejection of Tender**

- 27.1 The Financial bids of the bidders who do not qualify in Technical bid evaluation shall not be opened. AAI also reserves the right at its sole discretion not to award any order under the tender. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it.
- 27.2 Tenders, in which any of the particulars and prescribed information is vague, missing or is incomplete, in any respect and / or prescribed conditions are not fulfilled, shall be considered non-responsive, and are liable to be rejected. If the bidder gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the Contract, if awarded, and forfeit the Earnest Money Deposit / Performance Bank Guarantee.
- 27.3 The information contained in the tender shall be comprehensive and to the point. The tenders containing information other than sought, with a motive to confuse or delay the finalization process are likely to be rejected.
- 27.4 Canvassing in any form in connection with the tenders is strictly prohibited, and the tenders submitted by bidders who resort to canvassing are liable for rejection.
- 27.5 Should a bidder have a relation or relations employed in the capacity of an officer in AAI, the authority inviting tender shall be informed of the fact along with the offer, failing which AAI, at its sole discretion shall reject the tender or cancel the contract and forfeit the Earnest Money Deposit / Performance Bank Guarantee.
- 27.6 Bidders shall not try to influence AAI on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to influence AAI in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.
- 27.7 AAI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders due to AAI's action on any grounds whatsoever.

- 27.8 AAI reserves the right to accept or reject any bid of working agencies whose performance in ongoing project(s) is below par and usually poor and has been issued Letter of Restraint / Temporary / Permanent debarment by any department of AAI.

28. Implementation of Integrity Pact (IP):

- 28.1 Signing of Integrity Pact is mandatory for every bidder participating in this tender and the contractor who is awarded the work. The Pact signed on each page by the person authorized by bidder / sub-contractor / associate to sign the bid for submission or the person authorized to sign the contract on behalf of successful bidder shall be submitted by the bidder in PQC / Technical bid along with EMD and be enclosed with the agreement by the contractor.
- 28.2 IP shall be signed on **plain papers**, which is pre-signed by tender issuing authority / contract signing authority as per **Annexure –IX**. Updates with regard to Integrity Pact may please be seen on AAI website by following the access path Vigilance > Vigilance Events > Integrity Pact.
- 28.3 All sub-contractor / associates (Indian Associate) whose contribution in the project is Rs. 0.5 crores or above shall sign Integrity Pact with the Authority after the work is awarded to the successful bidder. All bidders shall inform their sub-contractors / associates accordingly.
- 28.4 Person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.
- 28.5 The Independent External Monitors (IEMs) for this work shall be Sh. Satish Chander, MES (Retd.), E-mail: satishchander.adg@gmail.com, Phone No. – 9417256367 and Sh. P. R. Ravikumar, IRS (Retd.), E-mail: p_r_ravikumar@yahoo.com, Phone No. – 8547002410.
- 28.6 All correspondences regarding implementation of Integrity Pact should be made preferably through E-mail.
- 28.7 No Bid procedure related query shall be referred to independent External Monitors (IEMs).

29. Code of Integrity

No official of AAI or a bidder shall act in contravention of the codes which includes

(i) prohibition of:

- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

- (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - (g) obstruction to any investigation or auditing of a procurement process.
 - (h) making false declaration or providing false information for participation in a tender process or to secure a contract.
- (ii) disclosure of conflict of interest.
 - (iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.
30. AAI Reserves the right to verify the credentials submitted by the bidder at any stage (before or after the award of work). If at any stage, any information / documents submitted by the bidder is found to be incorrect / false or have some discrepancy which disqualifies the bidder, then the AAI shall take the following action:
- i) Forfeit the EMD and Performance Bank Guarantee submitted by the bidder.
 - ii) The bidder shall be liable for debarment from tendering in AAI, including termination of the contract apart from any other appropriate contractual / legal action.

31. **Address for Correspondence**

All clarifications / interpretations in connection with this tender shall be made through GeM portal only. However, documents in hard copy, as per terms and conditions mentioned in ATC document, shall be submitted to the following address:

Asst. General Manager (AS)
Airports Authority of India
IT Hanger Building, Safdarjung Airport,
New Delhi – 110003.
Phone No. 011- 24632950
(Ext. No. 3553)
e-mail: snkupate@aai.aero

GENERAL CONDITIONS OF CONTRACT (GCC)**2.1 Definition of Terms**

- a) **Authority:** "Authority" shall mean the Chairman, Airports Authority of India.
- b) **Consignee:** Consignee" means where the stores are required to be dispatched and delivered. Interim consignee means such other person to whom the stores are required to be delivered.
- c) **Contract:** "Contract," means the invitation to tender, instructions to bidders, tender, agreement / acceptance of tender particular and the general and special conditions specified in the acceptance of tender and may include a repeat order, which has been accepted or acted upon by the contractor.
- d) **Delivery:** "Delivery" shall mean stores to be supplied in finished and completely ready-for-use condition. The delivery shall be deemed to have taken place on delivery of the stores in accordance with the terms of the contract after approval of the Inspector, to
 - i. The consignee at his premises OR
 - ii. Where so provided the interim consignee at his premises.
 - iii. A carrier or other person named in the contract as an interim consignee for the purpose of transmission.
 - iv. The consignee at the destination station in case of contracts stipulating for delivery of stores at destination station.
- e) **Completion:** "Completion of work" i.e., Supply, Installation, Integration, Testing & commissioning of equipment in good condition at site.
- f) **Inspector:** "Inspector" shall mean the authorized representative of the purchaser to act as Inspector for purpose of this contract.
- g) **Material:** "Material" means anything used in the manufacture or fabrication of the stores.
- h) **Technical specification includes-**
 - i. Specifications
 - ii. Drawings
 - iii. Pattern bearing the seal and signature of the Inspector (herein after called sealed pattern), which shall also include a certified copy thereof sealed by the purchaser for the guidance of the Inspector.
 - iv. Sample sealed by the purchaser for the guidance of the inspector (herein after called the certified sample), which shall include a certified copy thereof sealed by the purchaser for the guidance of the inspector.
 - v. Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standards Institute or other standardizing authority or a general standard of the Industry.

- vi. Proprietary mark or brand means the mark or brand of a product, which is registered by an industrial firm.
 - vii. Any other details governing the construction, manufacture or supply of stores as may be prescribed in the contract.
- i) **Purchaser:** "Purchaser" shall mean the Airports Authority of India which term also includes their successors in law.
 - j) **Contractor:** "Contractor" shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successor of such firm or company and the permitted assigns of such individual or firm or firms or company.
 - k) **AS-in-Charge**
"AS-In-Charge" means the GM / Jt.GM / Dy. GM / Asst. GM / Sr. Manager / Manager / Asst. Manager / JE of AAI who shall supervise and be in charge of the work at each site.
 - l) **Work:** The expression "Work" shall unless be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - m) **Site:** The "Site" shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - n) **Test:** "Test" shall mean such that or tests as are prescribed in specifications to be made by the purchaser or his nominee, after assembly ex-works before the equipment is taken over by the purchaser.
 - o) **Performance of work:** The work shall be performed at the place or places named in the contract or at such other place or places as may be approved by the purchaser.
 - p) **Stores:** "Stores" means the goods specified in the schedule, which the contractor has agreed to supply under the contract.
 - q) **Writing:** "Writing" shall include any manuscript, type-written or printed statement under / over signature or seal of either of the parties as the case may be.
 - r) **CAMC:** "CAMC" means all-inclusive Comprehensive Annual Maintenance Contract of the equipment which includes preventive, routine, scheduled and breakdown maintenance including supply of all spares and consumables and ensuring satisfactory working condition of the equipment.
 - s) **UDIN:** Unique Document Identification Number

- t) **Concession Term:** The period starts from the signing of the Concession Agreement between the AAI and the Private Operator indicating the span of time within which the Private Operator is responsible for taking over the operation of Airport.

2.2 Authority of person signing the Contract on behalf of the Contractor

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

2.3 Address of the parties and notices and communications

- 2.3.1 For all purposes of the contract, including arbitration thereunder the addresses of the parties mentioned above shall be the addresses to which all communications shall be sent, unless the parties have notified a change by a separate letter containing no other communication and sent by registered post acknowledgment due. The parties shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid.

- 2.3.2 Any communication or notice on behalf of the purchaser, in relation to the contractor may be issued to the contractor by purchaser and all such communication and notices may be served on the contractor at his notified address either by email or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the purchaser.

2.4 Sufficiency of Tender

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

2.5 Performance Security or Performance Bank Guarantee (PBG):

2.5.1 Performance Bank Guarantee for Supply, Installation, Integration, Testing, Commissioning and Maintenance of Equipment during Defect Liability Period (DLP):

- a) The performance guarantee is intended to secure the performance of the entire contract (Supply, Installation, Integration, Testing and commissioning and Maintenance of equipment during Defect Liability period). However, it is not to be construed as limiting the damages stipulated in any other clauses of this contract.

- b) The successful bidder awarded with the work is required to submit Performance Guarantee (PBG) within **30 days from the date of issue of Purchase Order** as per **Annexure-III(A)** and Letter of Undertaking as per **Annexure-III(B)**. In case the contractor fails to deposit PBG within the stipulated period, no payment for the work done in respect of first running account bill will be released to the contractor until submission of PBG. Moreover, **interest @ 12% per annum on Performance Bank Guarantee amount** would be levied (**Non-refundable**) for delayed period of submission i.e., further 30 days period and shall be deducted from the first bill payable to the contractor.
- c) Performance Security for Supply, Installation, Integration, Testing & commissioning and Maintenance of Equipment during DLP shall be for an amount of **5 (Five)** percent of the total contract amount (Excluding CAMC portion but including GST). Performance Security shall be furnished in the form of an irrevocable and unconditional bank guarantee from any scheduled Commercial Bank (as per RBI schedule), having office in India, but not from Cooperative or Gramin Bank.
- d) The Performance Bank Guarantee shall remain valid for 90 days beyond the date of completion of all contractual obligations of the supplier, including Defect Liability period obligations, i.e., **the Performance Bank Guarantee shall be valid till 90 days after the date of completion of Defect Liability period of the last commissioned ATRS Lane**. If the agency fails to extend the validity of the Performance Bank Guarantee, the same can be encashed by AAI and shall be returned only as per other provision of contract at discretion of AAI.
- e) In case, the successful bidder fails to submit Performance bank guarantee within 60 days of the issue of the Purchase Order, AAI reserves the right to forfeit the EMD and cancel the order.
- f) The Performance Bank Guarantee will be forfeited and credited to the accounts of AAI in the event of a breach of contract by the contractor. It will be returned / refunded to the contractor without interest, after due performance and completion of the contract in all respects, after 90 (Ninety) days of completion of all such obligations including the Defect Liability under the contract.
- g) The agency shall also advise the issuing bank branch that whenever any letter is issued by AAI to the Concerned Bank Branch, for confirmation of having issued the Guarantee, Branch must send the confirmation letter to the concerned authorities promptly without fail.

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

Performance Bank guarantee for CAMC shall be submitted to the AS-In-Charge of respective Consignee Airport, as per format given at **Annexure - IV(A)** and Letter of Undertaking as per **Annexure - IV(B)**, from any scheduled Commercial Bank (as per RBI schedule), having office in India but not from Cooperative or Gramin Bank, for the values given below:

- (a) The Contractor shall submit a separate Performance Bank Guarantee (PBG) for each site, equivalent to **10% (Ten percent)** of the corresponding contract value towards CAMC, for a period of 07 years for the respective Consignee Airports. The PBG shall remain valid for an additional period of 90 days beyond the scheduled completion date of the CAMC period (i.e., minimum PBG validity shall be 84 months plus 90 days). The Contractor shall ensure submission of the respective Bank Guarantee to the concerned Consignee Airports within 30 days after commencement of the CAMC period.
- (b) In case the contractor fails to submit the PBG for CAMC within the above stipulated period, interest at the rate of 12% per annum on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from the first bill of CAMC payable to the Contractor.
- (c) If the contractor fails to furnish PBG against CAMC in the above referred form within the stipulated period, it shall be lawful for the purchaser to recover the amount from the running bills payable to the contractor for the executed work, if required.
- (d) The PBG submitted for CAMC of ATRS System shall be released 90 days after satisfactory completion of CAMC period, without any interest.

2.5.3 No interest will be paid by AAI on any of the Performance bank guarantees.

2.5.4 If the Contractor fails to furnish PBG in the prescribed forms, the Purchaser is entitled to:

- (i) Forfeit the EMD.
- (ii) Cancel the contract or any part thereof and execute or authorize to execute the work at the risk and cost of the contractor.

2.5.5 The contractor shall also submit the SFMS message along with the Bank Guarantee and its amendments, if any.

2.5.6 Verification of Bank Guarantees

- (a) Bidder / Contractor shall ensure that Bank Guarantees shall be submitted to AAI directly by the issuing bank under Registered Post / Registered (A.D.) / Speed Post or directly handed over in person to the Bid Manager/AS-In-Charge.
- (b) The submission of BG shall be in accordance with the **Annexure - III(A)** for Supply, Installation, Integration, Testing, Commissioning and Maintenance of Equipment during DLP at AAI, CHQ, **Annexure - IV(A)** for CAMC at respective Consignee Airports and **Annexure - V(A)** for EMD (in case EMD is submitted in form of BG) at AAI, CHQ.
- (c) The BG shall contain the name, designation and code number of the Bank officer(s) signing the guarantee(s); The BG shall contain the address and other details (including telephone no. of the controlling officer of the controlling bank from the branch of the bank issuing the BG) for online verification of BG.

2.5.7 Verification through SFMS of ICICI Bank

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

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

Note: In respect of BG to be submitted towards CAMC at Consignee Airports, the successful bidder shall obtain the **UNIQUE IDENTIFIER CODE** from the respective Consignee Airports before submitting the same.

2.6 Signing of contract

- 2.6.1. The successful bidder / contractor, on acceptance of his tender by the Accepting Authority, shall, after submission & verification of PBG for Supply, Installation,

Integration, Testing, Commissioning and Maintenance during Defect Liability Period, sign the contract (to be signed on non-judicial stamp paper of minimum Rs.100/- or appropriate value, whichever is higher, issued by the state Govt. where agreement(s) are being signed & cost of stamp paper will be borne by the contractor) consisting of the GeM bid document, ATC document, all concerned documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof with any correspondence leading thereto. The format of Contract Agreement shall be as per **Annexure-X**. No payment for the work done will be made unless contract in form of agreement is signed by the contractor.

- 2.6.2. Upon completion of Supply, Installation, Integration, Testing and Commissioning & Defect Liability Period, the contractor shall enter into Supplementary agreements at respective consignee Airports, after submission & verification of PBG (for CAMC), but before the commencement of Contract for CAMC. The format of supplementary agreement shall be as per **Annexure-XII**. No payment for the work done will be made unless contract in form of supplementary agreement for CAMC is signed by the contractor.

2.7 Time is the essence of this Contract

- 2.7.1 The time and date of completion of the Supply, Installation, Integration, Testing and Commissioning as stipulated in the Purchase Order accepted by the supplier with or without modification, if any and so incorporated in the Purchase Order shall be deemed to be the essence of the contract. The contractor shall so organize his resources and perform his work to complete it not later than the date agreed to.
- 2.7.2 The contractor shall submit a detailed **Bar Chart within 30 days from the date of issue of Purchase Order** indicating activities with dates covering various key phases of procurement such as manufacturing, Pre-Dispatch Inspection / Factory Acceptance Test, dispatch of equipment, Delivery of the equipment at site, Installation, Integration, Testing and Commissioning, etc. The contractor shall discuss the Bar Chart so submitted with purchaser and the same after revision by the Purchaser, if any, shall be reviewed. Further, in case of any delay in execution or change in the schedule of the activities in respect of earlier submitted schedule in the Bar Chart, the contractor shall re-submit the Bar Chart with revised schedule of activities.

Penalty at the rate of ₹ 5,000/- per day shall be imposed if the contractor fails to submit the detailed Bar Chart within 30 days from the date of issue of Purchase order, subject to a maximum of ₹ 1,00,000/- (₹ One Lakh only).

2.8 Quantity Deviation / Extra Item / Substitution:

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

- 2.8.4. The time allowed for completion of work under this clause shall be proportionate time of total completion of work stipulated in the Tender. Further, the deviation quantity shall be supplied in additional single lot.
- 2.8.5. At times, following situations may warrant deviation / extra item / substitutions:
- i. Items which substitute the existing ones or are taken in lieu of those already provided in the contract. Such substitution shall be avoided as far as possible unless it becomes un-avoidable due to availability of higher version of model of same Make with better or same technical features.
 - ii. Substitution of items shall also be accepted in case the contracted item has gone obsolete or not available. Certificate for the same shall be required from the OEM of the equipment before accepting the substitution.
 - iii. Sometimes OEM is not in position to supply the item as per the delivery schedule prescribed in contract. In that case also, items can be substituted.
- 2.8.6. In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall be determined in the manner as mentioned below:
- i. If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the difference amount shall be borne by the contractor for the substituted item.
 - ii. However, if the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- 2.8.7. **Operation of Option clause:**
- i. Under this clause, AAI retains the right to place orders for an additional quantity (up to 30%) in accordance with the same terms & conditions of the present Contract within the currency of Contract.
 - ii. Prices quoted shall remain firm & fixed and no escalation due to any reason other than statutory variation will be allowed during the currency of the Contract.
 - iii. The time allowed for completion of work under this clause shall be proportionate time of total completion of work stipulated in the Tender. Further, the deviation quantity shall be supplied in additional single lot.

2.9 Transportation and Insurance

- 2.9.1 Where the contractor is permitted to take any item(s) / equipment off-site for repair and the value of such item(s) / equipment exceeds ₹ 25 crore, the contractor shall be required to submit a performance bank guarantee (PBG) of equivalent value. The PBG shall remain valid until the item(s) / equipment are returned to site and formally accepted by the Engineer-in-Charge / Officer-in-Charge. Alternatively, the contractor may be required to provide an equivalent replacement item(s) / equipment for use by AAI for the entire duration of the repair period.
- 2.9.2 The contractor shall arrange, secure and maintain transit insurance policy beneficiary being AAI for inland transportation as may be necessary and for all such amounts to protect his interest and the interest of the purchaser against the risk as detailed herein.

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

2.10 Taxes and Duties

- 2.10.1 The contractor shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Government (CGST, UTGST, SGST and IGST). The contractor shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the taxes, duties, levies & cess, etc.
- 2.10.2 The successful bidder is required to provide rate, amount, Type and percentage of GST applicable, correct HSN / SAC code, etc. so as to enable AAI to claim input tax credit on such items / services.
- 2.10.3 In case of change in rate of GST or any provision relating to levy of GST resulting in increase in burden of GST on the contractor, the contractor shall be entitled to receive any compensation for such increase in quantum of GST payable by the contractor. Similarly, recovery shall be made from the contractor on account of decrease of rate of Tax or any provision relating to levy of GST. If supplies are delayed for reasons attributed to the suppliers, the increase in rate of statutory taxes shall be borne by the supplier. However, any benefit accruing due to decrease in statutory taxes shall be passed on to AAI.
- 2.10.4 The Bidder shall have to submit the undertaking on account of GST input credit as per **Annexure-I**.
- 2.10.5 The contractor shall also be liable to comply with applicable provisions of the GeM for Goods and Service Tax (GST) levied by Union Government and State Government (CGST, UTGST, SGST and IGST) etc.

2.10.6 The contractor shall also be liable to pay any fee charged by GeM on account of submission of bid and acceptance / execution of contract.

2.11 Terms of Payment

2.11.1 For Supply, Installation, Integration, Testing and commissioning of ATRS Lane

2.11.1.1

(i) 70% of Basic Cost (incl. GST) and 100% of freight & insurance charges (as per actuals restricted to quoted rate) including GST against receipt of goods at site in good condition (without any damage) and submission of following documents:

- a. Original invoice + two Copies
- b. Itemized Packing List + two copies
- c. Certificate of Factory Acceptance Test (if done by AAI) or QC issued by QC department of supplier.
- d. Proof of Dispatch of items – factory gate pass, etc.
- e. Transit Insurance Policy
- f. Documentary proof / Invoice raised by the actual service provider (Insurance firm).
- g. Documentary proof / Invoice raised by the actual service provider (Freight operator)
- h. Goods Receipt certificate for receipt of goods at site in good condition (without any damage).

(ii) Balance 30% of Basic Cost (incl. GST) will be released on completion of Installation, Integration, Testing, and Commissioning and on submission of following documents:

- a. Certificate in respect of receipt of Comprehensive Insurance Policy (as per actuals restricted to quoted amount).
- b. Site Acceptance Test (SAT)
- c. Commissioning Certificate as per **Annexure – XI**

2.11.1.2 Payment would be released after adjusting any dues / withholdings / recoveries towards liquidated damages / compensation for delay, if any, which the firm might have rendered them liable as per provision of contract. The payment of the transportation, transit insurance and comprehensive insurance policy shall be made as per actuals on production of the documentary proof / invoices raised by the actual service provider(s) in name of supplier, subject to maximum as per approved tendered rates, after receipt of equipment at site.

2.11.1.3 Recoveries as applicable shall be made in case of deliveries of wrong equipment in place of the equipment as per the dispatch instructions, including all applicable duties and taxes. In the event of rejection of non-conforming goods, the contractor shall be allowed to replace the non-conformities within the specified time. If the contractor fails to do so within the specified time, the AAI shall have the right to invoke the Performance Bank Guarantee.

2.11.2 For Comprehensive Annual Maintenance Contract (CAMC) of ATRS System

- a) Quarterly payment by each consignee / Airport Director / Airport In-Charge shall be made as per terms & condition of ATC document.
 - b) Engineer-In-Charge reserves the right to release / hold the partial payment depending on the completed or uncompleted operations / activities & deduct the charges against CAMC based on Service Level Agreement (SLA) as per Section-C2.
- 2.11.3 AAI at its sole discretion may also modify the payment terms for SIITC and CAMC described in Para 2.11.1 & 2.11.2 above in case there is any limitation on GeM portal for payment through GeM payment gateway and amended payment terms & conditions shall be binding on the contractor.

2.12 Paying Authority

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

2.13 Mode of despatch

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

2.14 Compensation for delay

- 2.14.1 AAI reserves the right to cancel the contract wholly or in part without any liability to pay cancellation charges and encash the Performance Bank Guarantee in full absolutely, in case of failure by contractor to initiate and affect any delivery even after lapse of delivery period or extended delivery period as accepted by AAI.
- 2.14.2 A sum equivalent to **0.5 (half) per cent per week** for the price of uncompleted portion / activity of contract cost executed / completed beyond delivery schedule (As defined in Clause 3.4 of Section-C) shall be recovered as liquidated damages. The total liquidated damages **shall not exceed 10 (Ten) per cent of the value of delayed goods**. The liquidated damages shall be calculated on the base cost without the Govt. taxes and duties.

2.14.3 GST, if applicable, shall be recovered in addition to the LD.

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

2.15 Extension of Time

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

- (a) If the contractor desires an extension of time for completion of the work on the ground of having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the officer placing the Purchase Order on account of which the contractor desires such extension as aforesaid.
- (b) AAI may extend the delivery period without Liquidated Damages if the reasons given by the contractor are found justified. Otherwise, delivery period will be extended with levy of Liquidated Damages as specified under clause 2.14 above.

2.16 Deductions from contract price

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

2.17 Force Majeure Clause

2.17.1 AAI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed therein being followed.

2.17.2 Force majeure means unexpected circumstances such as an act of God (any natural calamity like earthquakes, floods, storms, etc.); acts of states; act of war (declared or un declared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage; any hostilities, national emergencies, civil commotions, agitations, boycott, strikes etc. (only those which exceed a duration of ten continuous days) that can prevent the contractor from fulfilling their obligation under the contract.

2.17.3 The Contractor's right to an extension of the time limit (not exceeding the period during which relative Performance was affected by the Force majeure Event) in above mentioned cases is subject to the following procedures:

- a) The firm / contractor has to inform AAI in writing (give notice) of Force Majeure (FM) as soon as it occurs (not later than 10 days) requesting for extension of time. The Force Majeure cannot be claimed ex-post facto.
- b) Notice shall include nature, time of occurrence and extent of force majeure event. Contractor shall produce evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities. Notice shall also include the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage.
- c) Contractor proves that the said conditions have actually interfered with the carrying out of the Contract.
- d) Contractor proves that the delay occurred is not due to his own action or lack of action.

2.17.4 Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

2.17.5 The Contractor shall use all reasonable endeavours, acting as a reasonable and prudent person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Contractor claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.

2.17.6 The Contractor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.

2.17.7 The Contractor shall notify AAI when the Force Majeure has terminated or abated to an extent which permits resumption of Performance to occur and shall resume Performance of its obligation under this Agreement as soon as possible after such termination or abatement and upon resumption shall notify AAI of the same in writing.

2.17.8 Costs

Each party shall bear its costs, if any, incurred as a consequence of the Force majeure Event.

2.18 Patent rights and royalties

Royalties and fees for patents covering materials, articles apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made or any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the AAI indemnified in that regard. The contractor shall at his own cost and expenses, defend all suits or

proceedings that may be instituted for alleged infringement of any patents involved in the works and in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the AAI, the same shall be defended at the cost and expenses of the contractor who shall also satisfy, comply any decree, order, order of award made against the AAI. But it shall be understood that no such machine, plant work material or thing has been used by the AAI for any purpose or any manner other than that for which they have been furnished and installed by the contractor and specified under these specifications. In the event of any apparatus or equipment or any part thereof furnished by the contractor is in such suit or proceeding held to constitute infringement, and its use is enjoined, the contractor shall, at his option and at his own expense, either procure for the AAI, the right to continue use of said apparatus infringing apparatus or modify it, so it becomes non-infringing.

2.19 Termination of contract at AAI's Initiative

2.19.1 The AAI reserves the right to terminate the contract either in part or in full due to the reasons other than specified herein. The AAI shall in such an event give 15 days' notice in writing to the contractor of his decision to do so.

2.19.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the AAI, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the AAI in maintenance, erection, and disposition of the works acquired under the contract by the AAI.

2.20 Obligations relating to transfer (Novation)

The Authority agrees that during the Concession Term, in the event the Authority transfers the rights to operate and maintain any particular Airport to a third party(s), the Authority shall ensure that:

- (a) The Authority shall cause to transfer / novate the 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
- (b) 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 Concessionaire shall be vested in such third party.
- (c) AAI reserves the right to exercise the Novation clause in respect of one or more Airports as per the requirement without obtaining any consent from the contractor.
- (d) In case of a particular Airport is novated by AAI, the fresh PBG (Airport wise) of the proportionate value of remaining contract period shall be furnished by the contractor.

- (e) A Sample Deed of Novation is attached as **Annexure-XVII** for reference purposes only which may be amended by the AAI on case-to-case basis as may be required.

2.21 Dispute Resolution Mechanism & Arbitration

2.21.1 Any dispute, differences or controversy of whatever nature, howsoever, arising under, or out of, or in relation to this agreement (including the interpretation) between the parties, and so notified by either party to the other party shall in the first instance be attempted to be resolved amicably between the parties.

2.21.2 To avoid escalation in time, cost and unpleasantness resulting from disputes or differences, AAI provides a Dispute Resolution mechanism in the form of Mediation for a suitable resolution.

2.21.3 When the disputes could not be resolved through Mediation, the Adjudication through Arbitration clause may be invoked.

2.21.4 The Contractor shall be entitled for invoking the arbitration clause only after exhausting the remedy available under the Mediation mechanism.

2.21.5 All disputes or differences which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) thereof shall be dealt with as provided hereinafter:

- i. **THROUGH MEDIATION:** All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per the AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties. In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through sub para (ii) below within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.
- ii. **ADJUDICATION THROUGH ARBITRATION:** In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para (i) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.
 - a. Arbitration is restricted to disputes with a value of less than Rs. 10 Crores.
 - b. The dispute shall be referred to a Sole Arbitrator to be appointed by Chairman / Member, AAI, after obtaining consent of the other party, as per format annexed at **Annexure- XX**.
 - c. Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.
 - d. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

- e. Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.
- f. No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter-VA of the Airports Authority of India Act, 1994.
- iii. Disputes not covered in an arbitration clause and where the methods outlined above are not successful, shall be adjudicated by the courts.
- iv. For the purpose of the above 'Initial Statement of Claim' should be taken into consideration for deciding individual arbitrator or Tribunal under Para 2.21.5 ii (a) & (b) of the Dispute Resolution Clause.

2.22 Defect and jurisdiction of Contract

2.22.1 The law applicable to this contract shall be the law enforceable in India. The Honourable Courts of Delhi shall have exclusive jurisdiction in all matters arising under this contract with respect to Supply, Installation, Integration, Testing and Commissioning of equipment.

2.22.2 The Honourable Courts of respective State / District of Consignee Airports shall have exclusive jurisdiction in all matters arising under this contract with respect to Comprehensive Annual Maintenance Contract (CAMC) of equipment.

2.23 Training, Instructions Manuals and Spare Parts

2.23.1 The Contractor shall quote cost of Onsite training of operation (10 officials) and maintenance (02 to 05 officials) of ATRS at all Consignee Airports to AAI nominated officials.

2.23.2 The Contractor shall submit Operation / Instruction Manuals, Maintenance/Technical Manual, catalogue in digital form and hard copy along with essential tool set/testing equipment with each Automatic Tray Retrieval System Lane.

2.23.3 The following literature / manual / catalogue shall be provided in English language (two sets with each equipment):

- a) Operation/Instruction Manual: -This manual shall contain technical description of the equipment with layout drawings, illustration and performance capabilities with instruction to user for commissioning the equipments for use, end use operation with limitations and precautions to be observed for normal maintenance and field repair, lubrication schedule with grades of lubricant to be used, fault finding guide, storage instructions and warning plates against possible wrong use.
- b) Maintenance/Technical Manual: -The manual shall contain duly illustrated instructions on repair and overhaul of all items supplied against this specification including proprietary items fitted / supplied with details of fitment tolerance, special tools/ testing equipments to be used, procedure for dismantling major assemblies.

2.24 Defence of Suits

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

2.25 Supply, Installation, Integration, Testing & Commissioning to be executed in accordance with specifications, drawings, orders, etc:

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

2.26 Testing and Inspection of ATRS Lane

2.26.1 Stages of Inspection

a) Factory Acceptance Test (FAT) / Pre-Dispatch Inspection

AAI Inspection team comprising the officials nominated by AAI will conduct the test for the entire offered LOT of Automatic Tray Retrieval System during Inspection. LOT offered shall be inspected according to the List of the test to be conducted during FAT as per approved FAT procedure.

b) Site Acceptance Test (SAT)

Each Automatic Tray Retrieval System will be tested at Site / Consignee Airports by AAI Inspection team comprising of the officials nominated by AAI as per approved SAT procedure before Commissioning and Taking over. Non-Performance of any parameter should be rectified immediately before commissioning.

2.26.2 Facilities for Tests and Examination

Facilities for Test and Examination: The Contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment / execution of work is being and / or have been manufactured / executed in accordance with specifications laid down in the technical specifications attached to this Tender Document. The Inspector / Purchaser shall have full and free access at any time during the execution of the Contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection or work or any part thereof or any material at his premises or at any other place specified by the Inspector / Purchaser and if the Contractor has been permitted to employ the service of a sub-Contractor, reserve to the Inspector a similar right.

2.26.3 Cost of Inspection

The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspector / Purchaser may demand of him for any test / inspection and examination which he shall require to be so made on the Contractor's premises and shall bear and pay all costs attendant thereon.

In case of Inspection by Airports Authority of India appointed officers, the cost of traveling, boarding & lodging, of AAI Inspecting officer(s) to the site of inspection shall be borne by AAI. In case, however the inspection needs to be repeated for the same lot or part thereof due to failure during first inspection, then all expenditures including traveling, boarding & lodging of AAI Inspecting officer(s) for the repeat inspection will be to the account of Contractor.

If the Contractor fails to comply with the conditions aforesaid, the Inspector / Purchaser shall, in his sole, judgment be entitled to remove for test and examination all or any of the equipment manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and for carrying out such tests elsewhere. A Certificate in writing of the Inspector / Purchaser that the Contractor has failed to provide the facilities and the means, for test, inspection and examination shall be evidence of such failure.

2.26.4 AAI shall intimate in writing to the bidder firm, in case it does not depute the inspector(s) for Factory Acceptance Tests and in such case the Inspection Certificate, issued by the Quality Control Department of the manufacturer shall be considered for acceptance of equipment by AAI.

2.26.5 The certificate issued by the Quality Control Department, complete with all test results as contained in the FAT Document, shall be sent to ED (Tech.) immediately after receiving the advice from GM (AS) that no inspector is being deputed for FAT.

2.26.6 Delivery of Stores for Test

The contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspector / Purchaser may specify such equipment as he may require.

2.26.7 Method of Testing

The Inspector shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

2.26.8 Inspector's Authority to certify Performance

The Inspector shall have the power:

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

2.26.9 Consequence of rejection

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

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

2.26.10 Inspector's decision as to rejection being final

The Inspector's decision as regards the rejection shall be final and binding on the contractor.

2.27 Inspection / Testing and Inspection Certificate

2.27.1 The AAI or his authorized representative shall carry out *Factory Acceptance Test (FAT) / Pre-dispatch Inspection* in maximum 06 (Six) LOTS of Automatic Tray Retrieval System in case the order is issued to a single firm at the factory premises of the Contractor. In case the order is issued to 02 (Two) supplier than Pre-dispatch inspection shall be carried out in maximum /04 (Four) lots for each supplier.

Further, in case the order is issued in more than 02 Contractor, then Maximum no. of Lots to be carried out will be conveyed through Purchase Order which shall be

*binding upon the Contractors. failing which, AAI reserves the right to impose penalties as per **Para 2.14** of SECTION-B of this Tender Document.*

2.27.2 The Contractor shall give 30 days' written notice of any equipment being ready for testing. Such tests shall be to the Contractor's account except for the expenses by the Inspector.

2.27.3 The Inspector shall within 15 days from the date of inspection give notice in writing to the Contractor of any objection to any equipment and workmanship, which in his opinion is not in accordance with the Contract. The Contractor shall give due consideration to such objections and shall either make the modification that may be necessary to meet the said objections or shall confirm in writing to Inspector that no modifications are necessary to comply with the Contract.

2.27.4 When the factory test has been completed at Contractor(s) work the Inspector shall issue a Certificate to this effect within 15 days after completion on test. But if the tests are not witnessed by the Inspector, the Certificate shall be issued within 15 days of the receipt of Contractor's test Certificate by the Inspector. Failure of the Inspector to issue such Certificate shall not prevent the Contractor from proceeding with the works.

2.27.5 Inspection by Inspector and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the Contractor.

2.27.6 Notification of result of inspection: Unless otherwise provided in the specification or schedule, the examination of the equipment or parts will be made as soon as practicable after the same have been submitted for inspection, and the result of the examinations will be notified to the Contractor.

2.27.7 Notification of result of inspection

Unless otherwise provided in the specifications or schedule, the examination of the equipment or parts will be made as soon as practicable after the same have been submitted for inspection, and the result of the examinations will be notified to the contractor.

2.27.8 Removal of Rejections

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

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

2.27.9 Rejection of Defective Equipment

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

2.27.10 Replacement / Rectification of Defective Equipment

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

2.27.11 Legation to carryout inspections

The Contractor shall also satisfy the Inspector that adequate provisions have been made (a) to carry out his instructions fully and with promptitude; (b) to ensure that parts required to be inspected before use are not used before inspection; (c) to prevent rejected parts being used in work. Where parts rejected by the Inspector have been rectified or altered, such parts shall be segregated for separate inspection, and approval before being used in the work.

2.27.12 Inspection Notes

On the equipment or parts being found acceptable by the Inspector he shall furnish the Contractor with necessary copies of Inspection Notes duly completed for being attached to the Contractor's bill in support thereof.

2.28 Progress Report

2.28.1 The contractor shall from time to time render such reports covering the progress of the contract and / or Supply, Installation, Integration, Testing & Commissioning of the equipment in such form as may be required by the AAI.

2.28.2 The submission, receipt and acceptance of such reports shall not prejudice the rights of the AAI under the contract, nor shall operate as an estoppel against the AAI merely by reasons of the fact that he has not taken notice of or objected to any information contained in such reports.

2.29 Indemnity

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

2.30 Corrupt Practices

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

2.31 Insolvency and breach of Contract

The AAI may, at any time, by giving notice in writing summarily determine the contract without compensation to the contractor in any of the following events, that is to say:

- i. If the contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitles the court or Debenture-holders to appoint a Receiver, Liquidator or Manager or;
- ii. If the contractor commits any breach of the contract not herein specifically provided for, provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the AAI and provided also the contractor shall be liable to pay to the AAI for extra expenditure he is thereby put to and the contractor shall under no circumstances be entitled to any gain on re-purchase.

2.32 Subcontracting

The work shall not be subcontracted. The equipment / unit shall be manufactured / assembled and supplied from the manufacturing units owned by the bidder. The Firm shall be fully responsible for meeting all the specifications and quality parameters as stipulated in the contract.

2.33 Alternative proposals by bidders

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

2.34 General Condition

The conditions published in the GeM Portal while inviting tender, Technical Specifications, ATC document, corrigenda, addenda, reply to pre-bid queries, Integrity Pact, offer of the bidder, correspondences before award and purchase order etc. shall form part of the contract agreement.

2.35 Foreclosure of contract due to Abandonment or Reduction in Scope of Work:

If at any time after acceptance of the tender or during the progress of work the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope, the Engineer-In-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates, full amount for works actually executed at

site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:

- i) AAI shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however AAI shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by AAI, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take in to account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (ii) If any materials supplied by AAI are rendered surplus, the same except normal wastage shall be returned by the contractor to AAI at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to AAI stores, if so, required by AAI, shall be paid.
- (iii) Reasonable compensation for transfer of Tools & Plants from site to contractor's permanent stores or to his other works, whichever is less. If Tools & Plants are not transported to either of the said places, no cost of transportation shall be payable.

The reasonable amount, of items on (iii) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e., total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the AAI as per item (i) above.

Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-In-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the AAI from the contractor under the terms of the contract.

In the event of action being taken under clause 2.35 above to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus 90 days beyond that. Wherever, such a fresh Performance Guarantee is furnished by the contractor, the Engineer-In-Charge may return the previous Performance Guarantee.

SPECIAL CONDITIONS OF CONTRACT (SCC)

3.1 General:

3.1.1. The following Special Conditions shall be read in conjunction with General Conditions of Contract. If there are any provisions in these special conditions, which are at variance with the provisions in the above-mentioned documents the provisions in these special conditions, shall take precedence.

3.1.2 Placement of Purchase Order: The order for Automatic Tray Retrieval System conforming to specifications as mentioned in SECTION-D of Tender Document shall be placed by Airport System Directorate, Corporate Head Quarter of Airports Authority of India, New Delhi.

3.2. PROCEDURE TO BE FOLLOWED BY THE TENDERER AFTER AWARD OF WORK:

3.2.1. Contractor, on award of work, shall contact the AAI Engineer In-Charge & sign agreement on non-judicial stamp paper of appropriate amount.

3.2.2. A work-schedule chart/bar-chart indicating the time schedule for commencement of various activities of work like inspection & delivery of materials, commencement of work, completion of work etc. required for the execution & timely completion of work shall be submitted by the tenderer to the As In-Charge for approval within 30 days of the date of acceptance of the tender. Failing which a lump-sum penalty amounting Rs. 5.00 Lakhs per month may be imposed and shall be deducted from the running bills of the Contractor (*Refer Para 2.14 of SECTION-B of this Tender Document*).

3.2.3. It shall be the responsibility of the contractor to adhere to this work-schedule and complete the work in the specified time. Any deviation from this schedule, for any reason, shall be brought to the notice of the Engineer-In-Charge immediately to enable the Engineer-In-Charge to take corrective action for achieving the timely completion of work. Failure to submit the work-schedule chart/Bar Chart within the specified time or meeting the various committed deadlines shall be treated as delay on the part of the tenderer and shall be dealt as per Conditions of Contract unless the said work is completed in the scheduled time.

3.2.4. The Contractor shall at all times, during the period of execution of works keep in mind the specified completion time and other terms & conditions of contract as specified in the ATC which is and shall remain the essence of the contract. On completion of the installation of ATRS, the tenderer shall conduct a system acceptance test.

3.2.5. The Contractor shall rectify any deficiencies encountered during the acceptance tests, at no additional cost to AAI.

3.3. Scope of work:

3.3.1. Supply, Installation, Integration, Testing & Commissioning of 40 Nos. ATRS with 01 (One) year Onsite Warranty with Spares, all cables and accessories, overseas patents, onsite operational Usage/technical training, Preventive Maintenance,

Breakdown Maintenance at various AAI Airports in India listed in **Annexure – XXIII** during Warranty period.

- 3.3.2.** Provision of Comprehensive Annual Maintenance Contract for 07 Years after completion of Warranty/DLP including Preventive Maintenance (quarterly), Breakdown Maintenance (as and when required) with spares all cables and accessories etc.

3.4 Delivery & Commissioning Period:

- 3.4.1 Total Time allowed for completion of Supply, Installation, Integration, Testing & Commissioning of 40 Nos. of Automatic Tray Retrieval System with Accessories at AAI owned ultimate user consignee sites is **12 (Twelve) months**, including two months for Installation, Integration, Testing & Commissioning and SAT, of which shall be reckoned from 15th day from the date of issue of Purchase Order.
- 3.4.2 If order / total quantity i.e. 40 Nos. of Automatic Tray Retrieval System splits among more than 01 (One) bidder under provisions of Public Procurement (Preference to Make in India), Order 2017 – Revision dated 19th July 2024 or as amended up to the last date of submission of bid, then Total Time allowed for completion of Supply, Installation, Integration, Testing & Commissioning of 40 Nos. of Automatic Tray Retrieval System by each Contractor will be as stipulated in the table below: -

Delivery period in case of single Contractor (<i>in months from 15th day from the date of issue of Purchase Order</i>)	Delivery period for each Contractor in case of 02 (Two) Contractors (<i>in months from 15th day from the date of issue of Purchase Order</i>)	Delivery period for each Contractor in case of Three (03) or more Contractors (<i>in months from 15th day from the date of issue of Purchase Order</i>)
10 months	08 months	07 months

- 3.4.3 Delivery & Commissioning of entire ordered quantity of Automatic Tray Retrieval System shall be carried out at various Consignee Airports as per **Annexure – XXIII**. The firm shall offer for Factory Acceptance Test (FAT) of total quantity of Automatic Tray Retrieval System in maximum 06 (Six) lots of minimum quantity of 05 Nos. Automatic Tray Retrieval System in each lot in case the order is issued to a single firm i.e. 01 (One) Contractor, at the factory premises of the Contractor.

In case the order is issued to 02 (Two) Contractors, then Factory Acceptance Test (FAT) shall be carried out in maximum Four (04) lots of minimum quantity of 04 Nos. Automatic Tray Retrieval System in each lot for each Contractor at the factory premises of the Contractors.

*Further, in case of split of Supply, Installation, Integration, Testing & Commissioning quantity i.e. 40 Nos. Automatic Tray Retrieval System in more than 02 Contractor, the time period for carrying out the Factory Acceptance Test at the factory premises of each supplier will be conveyed through Purchase Order which shall be binding upon the Contractors failing which, AAI reserves the right to impose penalties as per **Para 2.14** of SECTION-B of this Tender Document.*

Time period for Installation, Integration, Testing, Training and Commissioning, (including Site Acceptance Test) is Two Months, from availability of equipment at site or on declaration of readiness of the respective site by AAI, whichever is later.

3.4.4 Factory Acceptance Test (FAT):

3.4.4.1. Schedule of Factory Acceptance Test of Automatic Tray Retrieval System will be as follows:

Sl. No.	Description / Particulars	Time Period for completion of Delivery (in months from the 15 th day from the date of issue of Purchase Order)	
		In case of Single Contractor	In case of 02 (Two) Contractors
1	1 st lot	Within 05 months	Within 05 months
2	2 nd to 4 th lot	Within 08 months	Within 08 months
3	5 th to 6 th lot	Within 10 months	Not Applicable

Supplier shall start shipping the AAI verified model of offered product only after acceptance of FAT results and issue of dispatch instructions by AAI.

Note: The non-compliance of above FAT schedule shall attract the penalty as stipulated in **para 2.14** of section 'B'.

3.4.4.2. Factory / Pre-Delivery Inspection of Equipment and its Accessories shall be made by Inspectors nominated by AAI, in accordance to AAI approved Factory Acceptance Test procedure at the OEM premises. Cost of such Inspection shall be borne by the successful Bidder Firm. Travel, Boarding and Lodging expenses shall be borne by AAI for AAI nominated FAT Inspectors.

3.4.4.3. The Bidder Firm shall give 21 calendar day's written notice of readiness of any material, document for the purpose of Factory Acceptance Test. Such tests shall be to the Bidder Firm's account. Any delay of more than 21 Calendar days in resolving the FAT issues not attributed to AAI shall be to supplier's account. Factory Acceptance Test Procedure shall be Comprehensive and list all the procedures that shall be used to satisfy Inspectors on specifications test results. Factory Acceptance Procedure submitted by bidder firm shall be approved by AAI before Tests.

3.4.4.4. The Inspector shall, on completion of inspection, give notice in writing to the Bidder Firm about successful completion of FAT or any deficiency in the Equipment / Product or Workmanship, which in his opinion is not in accordance with the contract.

3.4.4.5. If any deficiency is pointed out by AAI within 15 working days, then the Bidder Firm shall within 30 Calendar Days or any other time agreed by AAI give due consideration to such objections and shall carry out repairs, alterations that may be necessary to correct the said objections and arrange for the supplementary FAT giving 10 working days' notice to AAI (for which all costs associated with Re-FAT shall be borne by the Contractor). After the Supplementary FAT has been completed at the OEM premises the Inspector shall issue a Certificate to this effect, but not exceeding 10 working days after completion of the tests.

- 3.4.4.6. The completion of these tests or issue of certificate by the Inspector shall not bind AAI to accept the Equipment. Equipment shall, after installation and use, be found not complying with the specifications stipulated in the contract.
- 3.4.4.7. If the Equipment fails to meet the tender requirements even after the second attempt, the contract shall be cancelled, and the PBG amount shall be forfeited. In the event of failure in the Re-FAT testing, AAI may initiate action for debarring and blacklisting of the Contractor.
- 3.4.4.8. AAI shall intimate in writing to the Bidder Firm, in case it does not depute the Inspector(s) for Factory Acceptance Tests and in such case the Inspection Certificate, issued by the Quality Control Department of the Manufacturer shall be considered for acceptance of equipment by AAI.
- 3.4.4.9. In the event that no Inspector is deputed for Factory Acceptance Testing (FAT), as advised by The Executive Director (Tech.), the Certificate issued by the Quality Control Department, along with complete test results as contained in the FAT document, shall be submitted to The Executive Director (Tech.) immediately. In such cases, no payment shall be made against BoQ item - FAT. i.e. No FAT, no Payment.

3.4.5 The successful bidder shall be solely responsible to ensure the following:

- a. Sound packing of their items.
- b. Shipment of the items by the due date as specified in the Contract.
- c. Insurance
- d. Forwarding and transshipment of items up to the destination.
- e. Insurance for inland transshipment.
- f. Receipt of Automatic Tray Retrieval System at site and handing over to the authorized representative of the Airports Authority of India.
- g. Keeping in view the long delivery period, it shall be ensured that as far as possible latest version of hardware compatible with supplied software shall be supplied at the time of delivery.

3.5 Consignee Airports:

- 3.5.1 The delivery of ATRS will be made to the Consignee Airports (**Annexure XXIII**). The exact quantity to be dispatched or locations are subject to change. The final location shall be communicated by AAI before dispatch of ATRS by the Contractor. No extra payment shall be paid on this account.
- 3.5.2 During the Warranty/DLP period & the period of Comprehensive Annual Maintenance Contract, AAI may shift ATRS from one Airport/Station to other Airport/Station as per AAI requirement. Contractor shall continue to maintain the shifted system without any extra financial implication on AAI. Cost of packaging, transportation, unpacking shall be borne by AAI. Contractor shall be responsible for dismantling of equipment at the existing Station, and reinstallation of the equipment at New Station.

3.5.3 In case of handing over of Airport/Airport Operation to another Agency with transfer of the existing assets, contractor shall continue to provide Warranty and Comprehensive Annual Maintenance Contract Services to the Agency under the same terms and conditions of the contract.

3.5.4 Important Instructions for delivery of ATRS:

- i. During the Contract period (One-year Defect Liability Period followed by 07 years Comprehensive Maintenance Contract), there may arise a scenario wherein the Automatic Tray Retrieval System is/are required to be temporarily / permanently relocated / repositioned to any other AAI / Private / Civil Enclave Airport in India for meeting operational requirement. In such cases, transportation of such Automatic Tray Retrieval System to the required Airport shall be arranged by AAI / Private / Civil Enclave Airport in India, as the case may be, in presence of Contractors' staff / technicians (if necessitated by the Contractor). However, the Contractor shall be responsible for deputing manpower / technicians to the required Airport to which the Automatic Tray Retrieval System is/are temporarily / permanently re-positioned for compliance of Defect Liability Period and Comprehensive Annual Maintenance Contract obligations.

3.6 Packing Forwarding and Shipment:

- 3.6.1 The Contractor wherever applicable, shall after proper painting, rack and crate all equipment in such a manner as to protect them from deterioration and damage during Rail / Sea and Road Transportation to the site and the Contractor shall be held responsible for all damages due to improper packing. The cost of packing, forwarding and transportation shall be on the account of supplier.
- 3.6.2 The Contractor shall notify the AAI of the date of each dispatch and the expected date of arrival at the entry port or destination for the information of the AAI.
- 3.6.3 The Contractor shall also give all despatch information concerning the right size and content of each packing including any other information, the AAI may require.
- 3.6.4 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment despatched to site. The Contractor shall further be responsible for making all necessary arrangements for loading and unloading and other handling rights from his works up to the site.
- 3.6.5 The Contractor shall select the best and appropriate safe mode of shipping, considering the size & weight of the consignment, like RO – RO (Roll on-Roll off) vessel etc. The freight charges shall be quoted accordingly in the Price Bid.

3.7 Contractor's Representatives, Agents & Workmen:

- 3.7.1 The Contractor shall deploy skilled and qualified manpower preferably Indian Nationals and verify their antecedents and loyalty before employing them on the work under his direct control. He shall ensure that no person of doubtful antecedent and nationality is, in any way, associated with the work. All the persons deployed for the work shall be directly under the control of Contractor.

3.8 Defect Liability Period:

- 3.8.1 Single Point Defect Liability shall be extended by the Contractor for all equipment / appliances, components, subassemblies etc. supplied with the ATRS as per Technical Specification (SECTION-D). The warranties, in excess, on all Accessories, Equipment & Tools etc., supplied with ATRS to notified guarantee in the tender, shall be passed on to the Airports Authority of India.
- 3.8.2 The Contractor shall guarantee that all equipment shall be free from any defect due to the defective materials and bad workmanship and that the equipment shall operate satisfactorily and that the performance and efficiencies of the equipment shall be not less than the guarantee values. The Defect Liability Period shall be valid for a period of 01 (One) year from the date of commissioning of each ATRS at Consignee Airport / Location. Unit Part found defective during defect liability period shall be replaced / rectified by the Contractor without any charges whatsoever. The services of the Contractor's personnel, if requisitioned during this period, for such work, shall be made available free of any cost to the Authority.
- 3.8.3 The Contractor shall submit the maintenance schedule and maintenance activity to be carried out for proper operation and upkeep of the system to achieve the desired performance.
- 3.8.4 The contractor has to carry out maintenance activities as described in **Section-C1**.
- 3.8.5 The Contractor shall furnish the following guarantees: -
“We warrant that everything supplied by us including all components fitted into the equipment manufactured by others also, shall be in all respects free from all defects and results in material, workmanship and manufacture and shall be of the highest grade and quality up to acceptable standards for all materials of the type ordered and shall be in full conformity with all the specifications, drawings or samples if any, and we shall be fully responsible for its efficient performance. This guarantee shall survive inspection for acceptance, and payment for the equipment, but shall expire (except in respect of the complaints notified to us) 12 months for the Automatic Tray Retrieval System at various Consignee Airports in India exclusively from the date of issue of Certificate of Commissioning of each Automatic Tray Retrieval System at Consignee Airports by the Unit In-charge. The complaints, if any, with respect to any defect as to materials, workmanship, manufacture, or performance of any of the equipment or any part or parts thereof shall be notified by the AAI in writing.
- 3.8.6 The Contractor shall replace such of these parts which require replacement under these conditions free of costs, charges and expenses to the purchaser. In addition, the Contractor shall be responsible for a period of **12 months** for Automatic Tray Retrieval System at various Consignee Airports in India exclusively from the date of issue of Certificate of Commissioning of each Automatic Tray Retrieval System at Consignee Airports by the Unit In-charge, for any defect that may develop or appear under the conditions provided for by the Contractor or use thereof arising from faulty material design or workmanship in the equipment or any part thereof or faulty equipment of the Contractor but not otherwise and shall remedy such defects within 48 hours from the date and

time of notification at his own cost, charges and expenses when called upon to do so by the AAI who shall state in writing in what respect the portion is faulty.

- 3.8.7 If any defect is not rectified within the said period of one week, the AAI may proceed to do the work at Contractor's risk, acceptance and without prejudice to any other rights which the AAI may have on the Contractor in respect of such character as may affect the replacement or renewals of such defects. Further, if the replacement or renewals are of such character as may affect the efficiency of the installation the AAI shall have the right to give the Contractor within one month from such replacement or renewal, notice in writing for appropriate test to be carried out and should such test show to the satisfaction of the AAI that the equipment/installation sustains the guarantee given in the Contract, the cost of such test shall be borne by the AAI, should the guarantee be not sustained the cost of the test will be borne by the Contractor.
- 3.8.8 All inspection, replacement, or rectifications carried out by the Contractor during the Defect Liability Period shall be at the cost, charges and expenses of the Contractor subject to the same conditions as in the Contract.
- 3.8.9 The Contractor during the Defect Liability Period shall furnish all labour, tools, test apparatus, transportation, materials, spare-parts, and other necessities as required to carry out planned routine maintenance, periodic maintenance, preventive maintenance, corrective maintenance, break down maintenance etc. as required for smooth functioning of the system.

3.9. TRAINING:

3.9.1 Operation Usage Training:

- 3.9.1.1 The bidder shall provide **Operation Usage Training** to the minimum 10 officials nominated by AAI at each site for minimum 02 (Two) day.
- 3.9.1.2 The operational training shall be designed and structured so that on successful completion of the training the participants shall be able to perform: Basics of ATRS, Basic commands used, understanding system is functional or not, Basic fault /fault log monitoring, Logging into the system and Operation of ATRS.

3.9.2 Technical and Maintenance Training at Consignee Sites:

- 3.9.2.1 The bidder firm along with OEM Partner Firm, shall provide **Technical, troubleshooting and Maintenance Training** to the minimum 2-5 AAI executives at all listed AAI owned ultimate user consignee sites for minimum 02 days, as per details given below:
- 3.9.2.2 The training shall include the principle and the theory of operation of each individual sub-assembly and of the whole system and as applicable, the diagnostic programs and the programming language used.
- 3.9.2.3 It is essential that the technical personnel of AAI shall be adequately trained so that they shall be able to maintain the equipment and the use of computer programs for fault diagnosis.
- 3.9.2.4 On completion of training the Technical personnel of AAI shall be able to perform:

- Configuration, calibration, Optimization and Alignment of the system with the help of the documents and software supplied along with the ATRS.
 - Fault isolation up to Card/Module level using diagnostic tools and general-purpose test equipment.
 - Taking corrective action by replacing the faulty Module and restoring the equipment for normal operation.
 - System setting up and Configuration of offered system.
 - Preventive maintenance of the system.
 - Installation procedures for system hardware & software, configuration recovery, reloading of software drivers/modules of operating system and application software
- 3.9.2.5 The training shall be sufficiently comprehensive to enable AAI's staff to integrate, maintain and repair both hardware and software of the system.
- 3.9.2.6 The bidder and OEM firm shall identify and provide the prerequisite for the trainees for each of the training program.
- 3.9.2.7 Before imparting Training, Course Schedule and Content shall be submitted by Bidder for approval.
- 3.9.2.8 The maintenance manual should contain detailed theory of operation, sub system specifications, functional description with block diagram and recommended maintenance schedule, test and calibration adjustment procedures and other information which helps in providing un-interrupted operation of the Automatic Tray Retrieval System and should provide expected guidance to maintenance engineers for carrying out preventive maintenance and corrective maintenance in case of facility malfunctioning / break down.
- 3.9.2.9 The training Manuals in Soft and Hard copies in English language shall be supplied to each Trainee. Besides this, two additional Training Manuals will be provided for AAI CHQ.

3.9.3 TRAINING MATERIALS:

- 3.9.3.1 The various training courses to be provided by the bidder's shall be supported by the provision to the trainee's adequate number of training documentation and training aids.
- 3.9.3.2 To enable the maximum value to be derived from the training, it is mandatory that all the necessary training documentation and materials (e.g. software documentations equipment handbooks, training manuals) shall be made available to AAI trainees undergoing the relevant training course conducted by the contractor.
- 3.9.3.3 All training instructions and document during training and on the job, training shall be written in English language.

- 3.9.3.4 The contractor shall arrange and conduct training by the most efficient and effective techniques with qualified and experienced personnel.
- 3.9.3.5 The bidder and OEM firm shall identify and provide the prerequisite for the trainees for each of the training program.

3.10. Spares

- 3.10.1. Contractor shall ensure support for the Supply, Integration, Installation, Testing & Commissioning of spares used in ATRS equipment during equipment's life time (08 years).
- 3.10.2. **Spares during Defect Liability period:**
 - 3.10.2.1. Contractor shall maintain sufficient inventory of spares required for repairs and maintenance of the complete system during Warranty/DLP period.
 - 3.10.2.2. All the spares for the ATRS Equipment under the contract will strictly confirm to the specification given in the documents and will be identical to the components/spares used in the main equipment.
 - 3.10.2.3. The quality standards and the inspection requirement finalized for the main equipment will also be applicable to the corresponding spares.

3.11. Payment against Comprehensive Annual Maintenance Contract:

- 3.11.1. Comprehensive Annual Maintenance Contract charges shall be paid by AAI quarterly, after the completion of each quarter for the work done in previous quarter on production of bill, submission of corresponding Service Reports duly signed by AAI representative and satisfactory Performance Certificate issued by AAI, Officer In-charge at respective site.
- 3.11.2. All the necessary recoveries/deductions for which firm has made themselves liable for, shall be deducted from the bills before releasing the payment. Payment shall be released within one month after the receipt of bills and other prerequisites.

3.12. Inability to perform contract:

- 3.12.1 Should the contractor's preparation for the commencement of the work, or any portion of it or his subsequent rate of progress, be from any cause whatsoever, so slow that in the opinion of the AAI, the contractor will be unable to complete the work or any portion thereof as agreed upon, or should he not have the work ready for delivery in conformity with the contract or should he neglect to comply with any directions given to him by the Authority, or in any respect fail to perform the contract at the end, in which case the contractor shall be liable for any expenses, loss or damage which the purchaser may incur or sustain by reason of, or in connection with the contractor's default.
- 3.12.2 If at any stage the contractor fails to provide satisfactory maintenance services, AAI shall terminate the contract by giving one month's notice. The Performance Guarantee/Security Deposit submitted by the contractor shall be forfeited. Any

defects/damages to the equipment and its accessories shall be rectified by AAI at the contractor's risk and cost.

3.13 Terms and conditions of Tendering Firms:

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

3.14 Responsibility for Completeness:

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

3.15 Supervision:

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

3.16 Taking over:

- 3.16.1 All performance tests, as per approved Site Acceptance Test (SAT) Performa, should be carried out at the site in the presence of Contractors' representative, one representative each from Airport System/Electrical and Security. After successful completion of (SAT), duly signed by the committee, the same shall be accepted and taken over when it has been supplied at site, and the Unit In-charge shall forthwith issue a taking over / handing over Certificate.
- 3.16.2 In the event of final or any outstanding tests being held over, such taking over Certificate shall be issued subject to the results of such final or outstanding tests which shall be carried out in accordance with the relevant clause of the Contract.
- 3.16.3 If technical specification test is carried out at the site, the equipment shall be taken over and taking over Certificate issued immediately, after such tests have been satisfactorily carried out.
- 3.16.4 The Unit In-charge shall not delay the issue of any taking over Certificate contemplated by this clause on account of minor defects in the Supply, Installation, Integration, Testing & Commissioning which do not materially affect

the use thereof provided that the Contractor shall undertake to make up the same in due course.

3.17 AGREEMENT:

- 3.17.1 Contractor or his authorized representative shall contact the AAI AS-In-Charge & sign agreement on non-judicial stamp paper of appropriate amount, after submission & verification of PBG for Supply, Installation, Integration, Testing, Commissioning and Maintenance during Defect Liability Period. The terms & conditions of ATC and bid submittals by the bidder firm shall form part of the agreement.
- 3.17.2 The **contractor shall sign the separate supplementary agreement for the Comprehensive Annual Maintenance Contract, before expiry of the guarantee & defects liability period of the system.**
- 3.17.3 Respective Station In-Charge, shall sign agreement for Comprehensive Annual Maintenance Contract, on behalf of AAI.

3.18 CORRUPT PRACTICES:

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

3.19 PAYING AUTHORITY:

Comprehensive Annual Maintenance Contract: Project Manager / Project-In-Charge, Airports Authority of India, of respective stations.

4. MAINTENANCE DURING DEFECT LIABILITY PERIOD.**4.1 General:**

- 4.1.1. Contractor shall maintain the equipment as per the standards, recommendations and guidelines of the OEM, during defect liability period.
- 4.1.2. The contract shall be inclusive of maintenance during the Warranty period. Contractor shall carry out Preventive and corrective /breakdown maintenance, including provision of required spares, to ensure 100% serviceability of the ATRS and associated accessories (Hardware & Software), during the Warranty period. (Time taken for scheduled preventive maintenance shall not be considered as downtime). Cost for the same is deemed included in the contractor's Price Bid offer.
- 4.1.3. Contractor shall carry out Preventive maintenance at least once in 03 (Three) Calendar months for each ATRS after successful commissioning of the equipment. It shall be done as per maintenance procedure prescribed by the respective OEM during Warranty period. In case of non-performance of preventative maintenance for each Period (per quarter) during warranty period, warranty of the respective ATRS Lane shall be extended by 15 days.
- 4.1.4. Breakdown maintenance will be carried out as and when need arises.
- 4.1.5. The contractor shall replace any parts, including the supplied software, if any, found defective during Warranty/DLP period without any charges whatsoever to AAI. The services of the contractor or his principals, if required during the period, for such work shall also be made available without any cost to the Authority.
- 4.1.6. Any failure whether it is partial or complete of the system or system related equipment leading to complete failure or non-availability of the system shall be considered as failure of the system. In this regard the decision of the Engineer-In-charge, AAI shall be final and binding.
- 4.1.7. Contractor shall attend the remedial maintenance job immediately on receipt of the complaint. Warranty period of the system, unit wise, shall be extended by one week per week of unserviceability (part of week to be considered as one week) for each default in case of failure to set right the system to the satisfaction of Engineer-In-Charge within 72 hours of the lodging of the complaint by AAI to Company.
- 4.1.8. The Contractor at his own cost shall obtain necessary Airport entry pass (AEP) required for manpower deployed during the Defect Liability period.
- 4.1.9. The Contractor (in case of Indian firm) or Contractor (in case of foreign firm) through its Indian Associate or Indian subsidiaries shall comply all statutory provision of Labour and other Laws of Government of India and Local Laws at all Consignee Airports place during Comprehensive Annual Maintenance Contract Period and Defect Liability Period.
- 4.1.10. Contractor shall prepare and maintain detailed records of Preventive/Breakdown maintenance performed on each equipment. For every maintenance visit/activity, Service Engineer of the contractor shall prepare equipment-wise

Service Report indicating Location, S/N of Equipment, Type of Service/Repairs carried out, List of Parts replaced, Performance Test Results after completion of the maintenance activity, Remarks, etc. and get it countersigned by AAI representative at site.

- 4.1.11. Supplier shall replace batteries within Warranty, on need basis. Cost of the same shall be included in equipment quote. If the supplier is unable to replace the same within **10 days** of reporting unserviceability, then such replacement shall be carried out by AAI at its own cost and shall be deducted from running payments / Performance Bank Guarantee (PBG).
- 4.1.12. Corrective/Breakdown maintenance shall be carried out as per AAI requirements, during all working days and hours during Warranty/DLP period.
- 4.1.13. If the defects are not remedied within four weeks from the date of written notice, the Authority shall proceed to do so at the Contractor's risk and expense without prejudice to any other right as well as the defect liability period of the equipment shall be extended as deemed fit.
- 4.1.14. Working space for keeping tools and records shall be provided by AAI without any charges.
- 4.1.15. Within operational area transport may be provided by AAI to attend the services as mentioned for all the above scope.

4.1 Services/Infrastructure may be provided by AAI:

- 4.1.1 AAI will provide space for the workman to perform maintenance duties, free of cost. Free electricity for Comprehensive Annual Maintenance Contract related works and water shall be provided. Electric Supply, Installation, Integration, Testing & Commissioning at 230/415 V $\pm 10\%$, A.C., Single phase/3 phase, 4 wire 50 Hz, if required, for works shall be made available at one point by the Authority at the site of work. The contractor shall provide all necessary connections, cable, fittings, etc. from the main switch onwards, in order to ensure a proper and suitable Supply, Installation, Integration, Testing & Commissioning of electricity for the execution of work. The Authority does not guarantee continuity of Supply, Installation, Integration, Testing & Commissioning and no compensation whatsoever shall be allowed for Supply, Installation, Integration, Testing & Commissioning becoming intermittent or for breakdown in the system

4.2 MAINTENANCE ACTIVITY FOR AUTOMATIC TRAY RETRIEVAL SYSTEM:

- 4.2.1 Preventive and Breakdown Maintenance during Warranty/DLP period will cover all required activities like:
 - 4.3.1.1.
 - 4.3.1.2. Checking of standard operational functions
 - 4.3.1.3. Checking of complete electrical/electronic system
 - 4.3.1.4. Any other activity such as repair, replacement, Inspection, etc. as applicable to maintain the XBIS machines in satisfactorily operation condition.

5 COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT TERMS & CONDITIONS (AFTER DEFECT LIABILITY PERIOD)**5.1 General:**

- i) The following Comprehensive Annual Maintenance Contract Conditions shall be read in conjunction with General Conditions of ATC. If there are any provisions in these special conditions, which are at variance with the provisions in the above-mentioned documents the provisions in these special conditions, shall take precedence.
- ii) The Scope of work includes Supply, Installation, Integration, Testing and Commissioning of Automatic Tray Retrieval System at various Airports in India with one-year onsite warranty and for (07) Seven years of CAMC with spares after one-year onsite warranty as per terms, conditions and specifications of this tender. Comprehensive Annual Maintenance shall start after one year of successful SAT & issuance of completion / commissioning certificate at respective stations.
- iii) Contractor shall ensure that all software licenses including 3rd party software licenses should allow AAI to use them for complete satisfactory operation of the equipment. Scope of work also includes any up-gradation of the software, hardware for the equipment's supplied, released by OEM during lease period. Any software patches required for satisfactory operation of the equipment shall be provided by the contractor, free of cost.
- iv) Bidder shall be responsible for Comprehensive Annual Maintenance Contract of the entire system including spares. The successful bidder shall enter into a separate agreement for the Comprehensive Annual Maintenance Contract before commencement of Comprehensive Annual Maintenance Contract.
- v) The Contractor is required to carry out preventive maintenance and breakdown maintenance, including spares etc. as required for smooth functioning of the system against quoted rate
- vi) The Contractor shall ensure adequate support, troubleshooting, maintenance, inspection and service in accordance with service recommendations provided in the respective manufacturer / supplier's maintenance or technical manuals.
- vii) The Contractor shall provide the required manpower to carry out Preventive/Breakdown Maintenance during Comprehensive Annual Maintenance Contract period on site within the quoted cost of Comprehensive Annual Maintenance Contract and shall attend to all malfunctions, breakdown so as to ensure that there is no disruption to services.
- viii) The work herein specified shall be performed by competent workmen in a thorough professional manner. All materials furnished by the contractor shall conform to original equipment manufacturer's standards and guidelines.

5.2 Operationalization of Comprehensive Annual Maintenance Contract**General:**

- 5.1.1 The Comprehensive Annual Maintenance Contract will be taken up by the Contractor as provided in the schedule of quantities at various Consignee Airports
- 5.1.2 AAI at its discretion may re-position the Automatic Tray Retrieval System at any other Airport in India and the Contractor shall continue to provide the

Comprehensive Annual Maintenance Contract at the repositioned location with the same Comprehensive Annual Maintenance Contract Cost.

5.2 Scope of Work during Comprehensive Annual Maintenance Contract Period:

- 5.2.1 The Contractor shall submit the maintenance schedule and maintenance activity to be carried out for proper operation and upkeep of the system to achieve the desired performance.
- 5.2.2 Comprehensive Annual Maintenance Contract shall include Preventive and Breakdown maintenance including specialized repairs, as indicated in manuals of manufacturer of Automatic Tray Retrieval System. The performance parameters of each Automatic Tray Retrieval System and its accessories are required to be demonstrated by Comprehensive Annual Maintenance Contract service provider after every Preventive Maintenance Activity and get certified by Unit In-charge.
- 5.2.3 Contractor shall maintain Preventive/ Corrective/Break down visit record at each site and at his premises, and get it counter signed by AAI representatives.
- 5.2.4 Contractor shall visit AAI premises as many times as Breakdown calls are received and replace all the faulty & functionally not acceptable components/ parts/ functional systems/displays/batteries/UPS at contractor's cost.
- 5.2.5 Preventive maintenance visit to each site shall be carried out at least once in 03 (three) Calendar months.
- 5.2.6 Required Spares will be provided by the contractor for execution of Comprehensive Annual Maintenance Contract.
- 5.2.7 The technicians provided by the Contractor shall be certified / trained for repair and maintenance of Automatic Tray Retrieval System.
- 5.2.8 The Contractor at his own cost shall obtain necessary Airport entry pass (AEP) required for manpower deployed during Comprehensive Annual Maintenance Contract period.
- 5.2.9 The PBG (Performance Bank Guarantee) for Comprehensive Annual Maintenance Contract shall be submitted by the Contractor as per **Para 2.5 2** of SECTION-B of this Tender Document.
- 5.2.10 The Contractor shall ensure the replacement of Batteries of the equipment in case of any damage during Comprehensive Annual Maintenance Contract period.
- 5.2.11 The Contractor shall have the call center setup for providing the 24x7 basis call lodging and response. Suitable web based or mobile app for lodging and following the various complaint may also be setup for effective maintenance support. The contractor shall confirm in writing, the contact details of their maintenance setup (Postal Address, Telephone & Fax Nos., Email) and names of the Service Engineers with complete address and Mobile number. Any change in the contact details (address, mobile number, etc.) shall be intimated to AAI in advance. The Maintenance Engineer, who is having separate mobile phone, of the contractor shall keep in touch with the installation serviceability by way of

periodic inspections, etc. and in case of any unserviceability, take immediate corrective action. Besides the above, AAI Officer In-Charge or his authorized representative shall be informed with the details of the inspections and service activities.

- 5.2.12 The contractor shall carry out the following maintenance on their offered system with all accessories in addition to (OEM) manufacturer's prescribed normal preventive and corrective maintenance schedules during the Contract period:
- 5.2.13 In case of any breakdown, the bidder firm personnel shall fix the breakdown within 48 hrs. from the time of the call received
- 5.2.14 The contractor shall deploy adequate Technical staff (Specialist for maintenance of ATRS and associated equipments) so that the preventive and breakdown maintenance can be carried out efficiently with minimum down time. The entire contractor's staff shall be competent to handle and efficiently maintain the system.
- 5.2.15 Proper Log books shall be maintained by the Contractor for preventive, breakdown maintenance, as well as periodic inspections as per the instructions of AAI, and shall be handed over to the officer in charge AAI or his authorized representative.
- 5.2.16 Contractor shall make appropriate entries about comprehensive performance based on Preventive/ Corrective maintenance; Performance logged and his evaluation/ analysis about ATRS; AAI representative shall check the log book periodically.
- 5.2.17 The contractor shall keep record of preventive maintenance check, and break down details, etc. in the logbook. Those details must be made available and submitted for periodical check on demand to the Engineer-In-Charge of AAI. Maintenance record shall be the property of AAI and the same shall not be removed from AAI premises or disclosed to any third party without prior written permission of the AAI Officer In-charge.
- 5.2.18 Provision of required Test equipment, tools, cleaning material, etc. shall be the responsibility of the contractor.
- 5.2.19 In case of corruption or damage to the Programs/Data due to any reason, the replacement, reprogramming and restoration of ATRS shall be the responsibility of the contractor.
- 5.2.20 The contractor will not be liable for any damages arising out of War, riots and natural calamity such as fire, storm, earthquake, etc.
- 5.2.21 The preventive maintenance is to be carried out independently during the lean period without affecting the Airport operations as per maintenance schedule of manufacturer and in consultation with the AAI Officer In-Charge at respective Airport.
- 5.2.22 Service Level Agreement (SLA)
 - i. As the equipment will be used for Aviation security, the contractor shall provide the serviceability of **98%** on all the equipments on monthly basis.
 - ii. **Penalty:** Penalty shall be levied for the delay, beyond the prescribed time for

serviceability of the equipment. In case of partial/complete failure of the equipment, on expiry of prescribed time limit. Recovery shall be made @ 125% of the daily CAMC charges per ATRS per day for each ATRS from the quarterly bill of the running quarter.

- iii. However, if a suitable fully functional replacement is provided in place of faulty equipment within prescribed time, no penalty shall be levied. The original equipment has to be reinstated at site after the repairs at the earliest. The total penalty within the scope of this contract shall not exceed 10% of the total contract value.
- iv. If the availability of the systems or part thereof, is below 95% on monthly basis, continuously over a period of 6 months, AAI reserves the right to terminate the contract in full and treated as unsatisfactory performance.
- v. Contractor shall attend the remedial maintenance job immediately on observation/receipt of complaint.

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

- i. In case of poor maintenance and unsatisfactory performance, AAI shall terminate the contract by giving one month notice and debar the contractor for further participation in AAI tender for the period of 02 (Two) years.

SLA below 95.0% for two quarters in a year shall be treated as Poor Maintenance and Unsatisfactory performance.

5.2.24 The contractor shall comply with all labour regulations and is required to follow all the guidelines prescribed by concerned authorities i.e. Regional Labour Commissioner/Central Advisory Contract Labour Board, etc.

5.2.25 Arranging of entry pass to the Airport premises for contractor and his staff shall be the responsibility of the contractor. AAI shall provide, assistance for issue of entry passes. After completion of work, passes should be surrendered in the office of the Pass Section/AAI Security In-Charge.

5.2.26 Airport being a sensitive area, rules & regulation governing for the entry and work are notified by security agencies from time to time. It is the responsibility of the contractor to ensure that all rules are strictly complied with.

5.2.27 The contractor shall maintain all the system to the entire satisfaction of the AAI Engineer-In-Charge.

5.2.28 All contractor's staff shall behave in orderly manner, shall comply with the airport operational, safety and security rules and regulations, and shall not indulge in any activity beyond the scope of the contract.

5.2.29 In case any of the personnel deputed by the contractor is found indulging in theft/pilferage or any other misdeed or any other undesirable activities, the contractor

shall ensure that the services of the concerned staff are dispensed with immediate effect under intimation to the Authority. This will be without prejudice to any other liability to AAI, arising out of court directions/claims, etc. on account of such misdeeds.

5.2.30 The Contractor shall not be entitled for any extra payment whatsoever on account of above conditions of contract.

5.2.31 SERVICES TO BE PROVIDED BY AAI

(a) AAI will provide space for the workman to perform maintenance duties free of cost.

(b) Free electricity for Comprehensive Annual Maintenance related works and water shall be provided. Electric supply at 230/415 V + 10%, A.C., Single phase/3 phase, 4 wire 50 Hz, if required, for works shall be made available at one point by the Authority at the site of work. The contractor shall provide all necessary connections, cable, fittings, etc. from the main switch onwards, in order to ensure a proper and suitable supply of electricity for the execution of work. The Authority does not guarantee continuity of supply and no compensation whatsoever shall be allowed for supply becoming intermittent or for breakdown in the system.

5.3 Maintenance Activities during Comprehensive Annual Maintenance Contract & Defect Liability Period (Not exhaustive):

5.3.1 All the check-ups / maintenance activity of each equipment shall be as per site requirement and, recommendations of the manufacturer, during preventive/breakdown maintenance.

5.3.2 All the check-ups / maintenance activity in respect of each equipment shall be documented, before commencing the work.

5.3.3 Typical maintenance activities are listed below. However, bidder shall furnish exhaustive list.

- i All the check-ups / maintenance activity in respect of each equipment of Automatic Tray Retrieval System as per maintenance manual of the manufacturer.
- ii Attending to any emergency breakdown of Automatic Tray Retrieval System.
- iii Replacement of Spares as per site requirement or as per recommendation of the manufacturer.
- iv Repairing / overhauling the equipment at site, including replacement of worn-out parts.
- v Inspection of Automatic Tray Retrieval System and replacing worn out units as per site requirement or as per recommendation of the manufacturer.
- vi Repairs & replacement of any component or equipment due to normal wear and tear, preventive & break down maintenance etc.

5.4 Compliance of Govt. of India Labour Laws & Insurance Cover of Staff deployed by Contractor during Comprehensive Annual Maintenance Contract Period:

- 5.4.1 The Contractor (in case of Indian firm) or Contractor (in case of foreign firm) through its Indian Associate or Indian subsidiaries shall comply all statutory provision of Labour and other Laws of Government of India and Local Laws at all Consignee Airports place during Comprehensive Annual Maintenance Contract Period and Defect Liability Period.

5.5 Safety Devices:

- 5.5.1 It shall be the responsibility of the firm to issue all safety devices to the persons engaged for maintenance of ATRS during DLP and the Comprehensive Annual Maintenance Contract period.

5.6 Emergency Work:

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

5.7 Safeguarding of High-Value Equipment Taken Off-site for Repair

- i) Where the Contractor is permitted to take any item/equipment off-site for repair, servicing, refurbishment, OEM support or replacement, and the value of such item/equipment exceeds ₹ 25 Crore, the Contractor shall furnish an equivalent value Performance Bank Guarantee (PBG) prior to removal of the equipment from site.
- ii) The PBG shall remain valid till the equipment is returned, re-installed/commissioned (wherever applicable), and formally accepted by the AS-In-Charge. Alternatively, the Contractor to provide equivalent replacement equipment for uninterrupted operations during the repair period.
- iii) No such equipment shall be removed from site without compliance of the above provisions.

5.8 Other Terms and Conditions:

- 5.8.1 The Automatic Tray Retrieval System shall be comprehensively insured by Airports Authority of India. The firm shall ensure; all necessary precautions are observed for the safety of the equipment. If during the maintenance / repair, any damage is caused due to negligence of the technicians deployed by the

Contractor and if such damages are not acceptable to the insurer, then the damages shall have to be made good by the Contractor at his own cost.

- 5.8.2 The Technician deputed by the firm shall be qualified enough to maintain sophisticated equipment and capable of communicating with AAI in writing and oral.
- 5.8.3 AAI will not be responsible for any violation of statutory Labour Laws applicable to the maintenance agency.
- 5.8.4 The personnel employed shall duly observe safety and precautionary measures and also restrictions as laid down by the Authority from time to time.
- 5.8.5 In case of expiry, termination / discontinuation of the Contract by either party, the maintenance agency shall vacate the premises along with the personnel belongings at the end of the Notice Period. AAI will not be responsible for compensation of any nature in such events.

5.9 Spares provision during Comprehensive Annual Maintenance Contract Period:

- 5.9.1 All kind of spare parts, and batteries/UPS shall be provided by the contractor.

5.10 Record Keeping, Supervision:

- 5.10.1 The firm shall maintain records for maintenance of Automatic Tray Retrieval System.
 - i. The payment for Comprehensive Annual Maintenance Contract shall be based on the certificate by the Unit In-charge, AAI at site, and shall be made by Consignee Airports / Concerned Regional Headquarters (RHQs) as applicable.
- 5.10.2 The maintenance at respective airports shall be supervised / controlled by Unit In-charge, AAI or any other officer notified by AAI.
 - i. The maintenance record shall be monitored by Unit In-charge at respective Consignees / Base Stations / Airports. For maintenance of Automatic Tray Retrieval System, the following log books & registers shall be maintained.
 - a) Maintenance schedule log register
 - b) Service log book
 - c) History register
 - ii. The Contractor shall maintain the inventory of spares etc. required for routine / major / minor / breakdown repairs etc.
 - iii. The availability and satisfactory completion of maintenance shall be certified by Unit In-charge, AAI of respective base stations.
 - iv. The Unit In-charge, AAI at respective airport shall supervise the work and certify the work done by the Contractor.

6 TECHNICAL SPECIFICATIONS & QUALITATIVE REQUIREMENTS

(To be submitted in Technical Bid, Pack-3)

NOTE: The tenderer shall submit only one proposal that meets the specification of this tender document, indicating clearly the make and model of each item of equipment being offered. Other product or alternative offer shall not be accepted or considered for evaluation.

6.1 Technical Requirement

6.1.1 In respect of different items of equipment required for the system, only the offered item of each type of equipment shall be submitted in the technical bid. If any tenderer submits complete range of make & models (**Annexure XXIV**) for each individual item of equipment or offers multiple alternatives as a choice for individual item without clearly indicating the make & model (**Annexure XXIV**) that is actually offered for this work, his tender shall be out rightly **rejected without any correspondence**.

a) For stating **compliance**: Write “C” in the third column below.

b) For stating **Non-compliance**: Write “NC” in the third column below.

c) For stating **Partial compliance** or **conditional compliance**: Write “PC” in the third column below.

6.1.2 Against each compliance statement, bidder should write specific Para and page of supporting technical documentation, where ever applicable, (from which the stated compliance could be verified in fourth column below).

6.1.3 **Specifications of the equipment better than those mentioned below shall be accepted.**

6.1.4 The specifications detailed hereunder are the minimum requirements. Bidders may offer System/Equipment/Accessories/Software of better specifications as per system design proposed by the bidder. However, no preference or weightage shall be given to bidder for offering such System/Equipment/Accessories/Software of specifications higher than the tender specification.

Sl. No.	ATRS Requirement Specifications	Statement of compliance	Reference page & para no. of supporting document.
1.	General Requirement:		
1.1.	The equipment shall be compact, fully solid state, highly reliable and shall use latest state of the art technology.		
1.2.	The design and selection of equipment shall be consistent with the requirements of long-term trouble-free operation with high degree of reliability and maintainability.		
1.3.	All equipment shall be manufactured to continuously operate safely without undue heating, vibration, wear, corrosion, electromagnetic interference or any similar problems.		

1.4.	The system shall be designed for continuous operation. The design life of the equipment shall be a minimum of EIGHT (08) years .		
1.5.	This life shall be achievable through normal and regular maintenance and without major dismantling or overhauling, etc.		
1.6.	All types of spares and spare modules shall be made available by the contractor during the lifetime of the equipment for maintenance, repair and upkeep of the equipment.		
1.7.	Safety and protection of personnel during normal operation and maintenance or during malfunctioning of any equipment shall be ensured as an integrated feature of design, manufacture and installation. Adequate protection shall be included for ensuring safety of personnel from any possible hazards, including high voltages, etc. The bidder shall furnish the details of Safety Standards met by offered equipments and built in safety features for technical evaluation.		
1.8.	The equipment shall be constructed on a modular basis, using plug-in type units and components to the extent possible. Parts subject to failure, wear, corrosion or other deteriorations or requiring occasional inspection, adjustment or replacement shall be made accessible and capable of convenient inspection and removal. All plug-in units and modules shall fit on slide-rails and shall be removable from front of cabinet.		
1.9.	Input/output termination cables shall be properly labelled to permit ready identification of the incoming/outgoing wiring.		
1.10.	All interconnecting cables shall also be appropriately labelled to facilitate convenient interconnection and minimize chances of incorrect connection.		
1.11.	All cables required to interconnect the equipment shall be supplied by the contractor. All cables shall be fully assembled, connector pre-terminated and factory tested at the time of supply as part of overall system check.		
1.12.	Care shall be taken in wiring so as to avoid damage to cables and equipment. All wiring shall conform to the code of practice for electrical wiring/installations.		
1.13.	The contractor shall furnish all equipment, parts, materials, cables, conduits and any other supplies required, to satisfactorily effect the complete installation of the proposed system in a professional manner.		
1.14.	The work herein specified shall be performed by fully competent workmen in a thorough professional manner. All materials furnished by the contractor shall be new, and shall conform to applicable Indian/International standard.		
1.15.	All equipment except portable equipment shall be held firmly in place except to the extent that proper performance criterion dictates the use of a resilient		

	shock-absorbing mounting. All fastening and supports shall be adequate to support their loads. All switches, connectors, outlets etc. shall be clearly, logically and permanently marked. Adhesive Tape Markers and Screen-printed Markers liable to erasure during use will not be acceptable.		
1.16.	The contractor must take such precautions as are necessary to guard against electromagnetic and electrostatic interference, to provide adequate ventilation, and to install the equipment to ensure maximum safety to the operators and other personnel in the area.		
1.17.	The contractor has to ensure that while installation of the system, the Airport operation is not disrupted.		
1.18.	Cost of all hardware, software, networking, storage, and any other accessories required for successful completion of the work is deemed to be included in the quoted prices.		
1.19.	While designing the system, particular attention should be given to the maintenance part. Mechanical designs shall be such that all the inside components of different units of the system are clearly visible & easily approachable for the purpose of testing & servicing the units. Modular concept using Plug-in type of modules shall be used. Wires used for interconnecting these PCBs shall be neatly bunched and routed. These wires shall be connected to the PCBs through multi-pin, plug-in type of connectors to facilitate easy removal of PCBs for servicing.		
1.20.	Test points are to be provided & marked at all the required points in the equipment units. Voltages/data flow chart etc. shall be given in the technical manual.		
2.	SCOPE OF WORK: The scope of work includes the following:		
2.1.	Supply, installation of Automatic Tray Retrieval System (ATRS), integration with the existing AAI Dual View XBIS, testing and commissioning at various Airports in India with one-year onsite warranty and seven (07) years Comprehensive Annual Maintenance Contract (CAMC) along with Hand-holding Operational Support during Warranty period as per terms, conditions and specifications of the tender.		
2.2.	Major deliverables: For each ATRS Lane: a. Automatic Tray Retrieval System b. Input – Six Divestment Stations		

	c. Output – Eight Tray Collect Stations (Clear Lane) d. Output – Eight Tray Holding Stations (Reject Lane) e. Analyst Workstations- Two per ATRS Lane f. Recheck Workstations – Two per ATRS Lane For each site: a. Laser Colour Printer (A4)		
2.3.	Contractor shall provide all design, engineering, labour and materials, equipment transport, installation, Integration, testing, commissioning, and operational handholding services with adequate manpower for the period of one year, as required to achieve the project objectives.		
2.4.	Contractor shall supply all required material (hardware and software) necessary to realize the Automatic Tray Retrieval System, Analyst, Recheck & Maintenance Workstations, as described in this document, and with consideration of the operational and security requirements.		
2.5.	Contractor, after award of work, shall visit each site and submit detailed system design and layout, for AAI approval. As per approved detail design, Contractor shall carry out the work to provide complete, operable and maintainable systems in compliance with this technical specification.		
2.6.	Contractor shall fulfil all the technical, operational, and performance requirements specified in this document.		
2.7.	Contractor shall provide ATRS which shall be interfaced with the existing AAI Dual View Hand Baggage X-ray machine (XBIS), at respective site. ATRS contractor shall be responsible for complete image & control interface and integration of ATRS with the existing AAI Dual View Hand Baggage X-ray machine (XBIS), with all required hardware and software, to make the system functional as per tender requirement and specifications. For XBIS-side all integration, AAI shall provide possible assistance in obtaining all technical support from the XBIS OEM to facilitate successful integration. The ATRS Contractor shall carry out the integration activities in collaboration with the XBIS OEM, under AAI's oversight, to achieve seamless functionality of the integrated system in line with tender specifications. The integration shall not adversely affect the performance of the existing XBIS.		

	Further, the image quality taken from the Dual View XBIS shall not be degraded in any manner on the ATRS Analyst Workstation and Re-check Workstation after integration. The displayed images shall retain all image enhancement and analysis features available on the original XBIS system. Any additional hardware, software, interface devices, licences or modifications required for successful integration shall be deemed to be included within the scope of the Contract, and no additional payment shall be admissible on this account.		
2.8.	Contractor shall provide Maintenance & System Administration Training and Operational On-site training to AAI nominees at each site.		
2.9.	Contractor shall provide any other components to meet the functional and operational requirement and completeness of Automatic Tray Retrieval System (ATRS).		
2.10.	Contractor shall be responsible for coordination in obtaining BCAS approval, if required, for complete ATRS and DV XBIS system for operation, before commissioning.		
2.11.	Bidder shall in consultation with AAI carry out all activities at each site:		
	i. Survey before the start of works		
	ii. Carry out complete Design & System Engineering at each site and provide system layouts in accordance with the principle designs as outlined in this specification and submit for AAI approval		
	iii. Conduct FAT at OEM Factory		
	iv. Supply items at each site as per schedule of quantity,		
	v. Install, test all internal & external interfaces with DV XBIS		
	vi. Commission each system hardware, software and sub-components,		
	vii. Conduct Integrated Site Acceptance Testing (ISAT) at each site,		
	viii. Conduct Onsite Training,		
	ix. Documentation required for upkeep and maintenance, in consultation with OEM as per requirements/specifications set in the tender,		
	x. Provide One-year Onsite warranty along with Handholding Operational Support & Seven-year Comprehensive Annual Maintenance Contract with spares.		
	xi. Provide support for the airport operational hours, during Warranty period and CAMC period.		
3.	Specification for Automatic Tray Retrieval System (ATRS)		

3.1.	Automatic Tray Retrieval System shall facilitate to improve the passenger flow at security checkpoint, with the existing passenger screening technology and infrastructure, in order to reduce waiting times and reduce delays possibly caused by baggage security checks.		
3.2.	Automatic Tray Retrieval System shall consist of dispensing, movement, sortation and collection of baggage trays.		
3.3.	All tray transportation units shall be motorized and work synchronously with the Dual View X-Ray Baggage Inspection System (XBIS).		
3.4.	Security Check Work Flow		
3.4.1.	All passengers arriving for Security Check will always be processed based on their arriving sequence with parallel divest.		
3.4.2.	Video Tutorial for use of Automatic Tray Retrieval System including divesting of items, restricted items, etc. shall be displayed to the Passengers. Contractor shall provide 42" LED Monitor with suitable floor/ceiling/wall mounting arrangements with each ATRS, as per site requirements.		
3.4.3.	It is possible that a single passenger requires the use of multiple trays for the screening of the carry-on goods.		
3.4.4.	The trays used during the screening process, shall have RFID chip (which is locked/not writeable) and/or a clearly visible correlating 2D/3D Barcode/QR Code.		
3.4.5.	The tray will automatically be transported towards the XBIS screening machine, where it will be re-identified via RFID and/or Barcode/QR Code (as per approved design) at the machine entrance. The tray will now undergo the screening process.		
3.4.6.	Depending on the screening process result, the tray will either continue towards the CLEAR Lane, where after the passenger can pick-up his belongings.		
3.4.7.	In case the screening process result was REJECT (by screening operator) the tray will be automatically diverted towards the Reject Lane, where a Security officer can inspect the contents of the particular tray, in the presence of the passenger, at Recheck Workstation.		
3.4.8.	It shall be possible to retrieve images from the screening machines by scanning the tray identifier (Barcode/QR Code or RFID) using a wired Handheld scanner located at the inspection table (Recheck Workstation).		
3.4.9.	Once the tray RFID/Barcode/QR Code is scanned by the operator, the corresponding screening machine image shall be obtained (via a look-up in the image multiplexing system) and be presented on the monitor associated to the inspection table (without loss of image quality).		
3.4.10.	Once the tray has been inspected, the Security officer will press an "Inspected" button on the monitor. This "inspected" record will be stored in		

	the software, along with the user login and other relevant information.		
3.4.11.	The Recheck Workstation shall be provided with a Barcode Scanner, to enable the Screener to capture Barcode on the Passenger Boarding Pass. Such Barcode shall be associated with Tray ID, RFID Code, Camera Image of Bag, and X-Ray Image of Bag (Dual View).		
3.5.	Automatic Tray Retrieval System Workflow		
3.5.1.	Tray Feed & Dispenser: Passengers shall divest baggage on parallel empty tray dispenser (Six Parallel Divest Station to be provided in each ATRS lane as per site requirements).		
3.5.2.	Conveying: Trays laden with baggage shall be transported through XBIS.		
3.5.3.	Bag Image Camera: Digital Camera shall be installed on ATRS Lane (before XBIS) for capturing bag image with tray.		
3.5.4.	Screening: The Tray shall move through the XBIS Unit.		
3.5.5.	Sortation: After screening, Tray will be sorted out to either a Clear Lane or to a Reject Lane.		
3.5.6.	Cleared Tray conveyor: Baggage cleared by Screener shall travel on Clear Conveyor Lane		
3.5.7.	Rejected Tray Conveyor: Baggage marked by Screener shall travel on Reject Conveyor Lane.		
3.5.8.	Baggage Reclaim: Baggage cleared by Screener shall be reclaimed by the passengers.		
3.5.9.	Tray Return: Tray Collector system shall collect and move the empty trays downstream to the return conveyor.		
3.5.10.	Indications: LED Light indications shall be provided for ACCEPT, REJECT, HIGH THREAT, TRAY RETURN LANE EMPTY, EMPTY TRAY DETECTION TIMEOUT. ACCEPT, REJECT, HIGH THREAT indications shall be clearly visible from the Analyst Workstation. TRAY RETURN LANE EMPTY, EMPTY TRAY DETECTION TIMEOUT shall be visible to persons handling the tray movement outside the ATRS.		
3.6.	Analyst Station Workflow		
3.6.1.	The Screener shall login into the secure ATRS System network. As soon as a bag passes through the X-Ray Baggage Inspection System (XBIS), the system shall present the image to the Analyst Workstation.		
3.6.2.	Once the image appears on Analyst Workstation screen, the Stipulated Decision Time (typically 15–20 seconds) begins to count down.		
3.6.3.	If the analyst identifies no suspicious or prohibited items, he presses “ACCEPT” option. The tray shall then continue on the CLEAR conveyor for the collection by passenger.		

3.6.4.	If the analyst identifies a suspicious or prohibited items or an item requiring physical inspection, the analyst "marks" the area of interest on the screen and presses "REJECT" option. The tray shall then continue on the REJECT conveyor for the examination by Recheck Workstation Operator.		
3.6.5.	The system is designed to "fail-safe" operation. If the analyst does not input a decision within the stipulated timeframe, the bag is automatically flagged as a Timeout. The tray shall then continue on the REJECT conveyor for the examination by Recheck Workstation Operator.		
3.7.	Recheck Station Workflow		
3.7.1.	Bags marked for Search/Recheck by the Screener shall be transferred along with the Tray to Recheck Station through conveyor.		
3.7.2.	Recheck Table: Physical Search/Recheck of suspected items shall be carried out by the Recheck Operator.		
3.7.3.	Recheck Workstation: Recheck Work-station shall provide the XBIS scan images (Both Views) and Bag Image from Camera to Recheck Operator to assist in visual recheck of suspect Bag.		
3.7.4.	Recheck Workstation Operator shall examine the Analyst's markings (if it was a manual reject) or a "Timeout/System Failure" notification.		
3.8.	Aesthetics:		
3.8.1.	ATRS shall have a modern look and feel, matching the Airport design and décor. The colour scheme and Logo for the ATRS shall be finalized in co-ordination with the AAI Engineer In-Charge.		
3.9.	Construction:		
3.9.1.	ATRS shall be of robust and modular construction.		
3.9.2.	ATRS shall be constructed so that it is easy to clean, and maintain, both externally and internally.		
3.9.3.	ATRS shall be constructed by using robust finishes, resistant to abrasion.		
3.9.4.	ATRS construction shall be made with Stainless-Steel (SS) Panels and Powder Coated MS Frame for being rust-resistant, easy to clean and durability. The passenger & security staff-side contact surface area shall be made of SS only. The support frame shall be made of MS/Aluminium profiles.		
3.9.5.	ATRS construction shall be modular "plug and play" such that addition of extra modules shall be possible in future, without much physical modifications to the existing ATRS.		
3.9.6.	It shall be possible to replace the XBIS with a different make/model, only by replacing the base module on which the XBIS is mounted.		
3.9.7.	All Divesting Stations shall include a Visual Lighting System to indicate the free Stations/Tray Delivery Unit or Closed Lane in different lighting		

	colours. The lighting system shall be visible from the Security Check passenger queue.		
3.9.8.	Divesting Station shall be made of Stainless Steel and placed at height between 750-850 mm.		
3.9.9.	All Divesting Tables shall be parallel to the conveyor where passenger can push the filled trays after finishing the divestment process. While the passenger pushes the filled tray, the system should have provision to stop the previous tray for a duration of 2-5 seconds.		
3.9.10.	The conveyor shall start when the tray is detected.		
3.9.11.	Operator shall be capable to stop the divestment conveyor at any time from multiple positions.		
3.9.12.	When tray divestment at a position is in progress,		
3.10.	X-Ray Baggage Inspection System		
3.10.1.	Dual View Hand Baggage X-ray machine shall be provided by AAI.		
3.10.2.	Contractor shall be responsible for full integration of the XBIS into the ATRS Lanes, including but not limited to the mechanical, electrical, controls and data interfaces starting from initial design until final acceptance by AAI.		
3.10.3.	Contractor shall design the system to enable exchange of XBIS machine with minimal dismantling efforts. The ease of XBIS connection shall include pluggable electrical connectors and quick removable metal parts.		
3.10.4.	Contractor shall be responsible for the machine throughput, provided that correct and continuous tray transport, feeding and receiving of the XBIS with the correct bag spacing and other prerequisite for bag transport as specified by the XBIS OEM are ensured in the design and implementation of offered ATRS.		
4.	Technical Specifications:		
4.1.	General		
4.1.1.	All components chosen for the ATRS systems shall be proven equipment.		
4.1.2.	The use of any hardware prototype components, systems or machines is prohibited.		
4.1.3.	The use of software prototype components is also strictly prohibited. (Customization as per AAI/Security Compliance requirements is excluded).		
4.1.4.	Despite the exclusion above, all standard software, not limited to operating systems, application programs etc. shall comply with state-of-the-art requirements, as well as represent current Airport standards. They shall belong to tried and tested product families of ensured continuity and must be in use on other Airport systems.		
4.1.5.	All mechanical and electrical components shall comply with state-of-the-art requirements, as well as represent current industrial standards. They must belong to tried and tested product families of ensured continuity and must be widely available.		

4.1.6.	Individual mechanical and electrical components should wherever possible, be maintenance free and lubricated for life.		
4.1.7.	All components and elements, which do not meet these requirements, have to be declared up front in the Contractors' technical proposal and their impact on the offered ATRS System and/or functions therein must be clearly defined.		
4.1.8.	Despite the fulfilment of proven technology, the Contractor remains fully responsible for the System design, the performance, the efficiency and all interfaces of the system.		
4.1.9.	The System components shall be chosen with the highest possible reliability in mind. The individual conveyor System units shall have proven reliability.		
4.2.	Noise level		
4.2.1.	The Contractor shall design, fabricate and install the ATRS System so as not to cause any discomforting noise due to mechanical/rotational movements of components/trays/bags. Suitable noise dampening rubber gromets/pads shall be installed on tray bottoms, and on rollers wherever required, to minimize the noise.		
4.3.	Vibration		
4.3.1.	The Contractor shall install all the system components using vibration isolators to prevent vibration being transmitted to the building. There must be no perceivable vibration in public and/or office space in all levels of the Terminal structure, due to ATRS operation.		
4.3.2.	Since the screening equipment is sensitive to vibration, the Contractor must cooperate with the screening machine suppliers not to interfere with screening machine performance due to vibration.		
4.4.	Radio frequency and electromagnetic interference		
4.4.1.	The Contractor shall ensure, by proper design and/or shielding, that the ATRS System equipment does not create electromagnetic emissions that can, in any way, cause interference with communications within the Airport or between the Airport and Aircraft or ground support vehicles.		
4.4.2.	The Contractor must choose all electrical and electronic equipment (including computer and related equipment) to operate without malfunction in the presence of normal electromagnetic emissions generated by other equipment normally installed or used at the Airport, including but not limited to the Aircraft communications bands, high-power radar systems, various electrical motors and controls, power tools, welding equipment, automotive vehicles, ground power units and air handling units. The Contractor must provide isolation transformers and line suppression units, if required.		

4.4.3.	Radio frequencies, if used for communications or information transmission within the systems, must be applied for to the relevant Airport and government authorities for their designation and assignment.		
4.5.	Spacing Conveyor		
4.5.1.	ATRS shall be equipped with an automatic tray spacing system that creates a gap between trays before entering to XBIS tunnel without affecting the screening quality. The gap shall be configurable from 100 to 500 mm (or as per XBIS requirements).		
4.5.2.	The spacing between the trays shall be maintained for accurate tracking of trays with bags/items in the tracking zone while the screening image analysis results are being evaluated and sorted accurately.		
4.5.3.	The design shall consider any restart of the XBIS and manual reversal of XBIS conveyor, allowing the reverse movement of the tray to take place before the Automatic Tray Retrieval System restarts.		
4.5.4.	The system must allow to easily recover fallen items without requiring maintenance intervention.		
4.6.	Trays		
4.6.1.	The trays must be stackable, and fabricated of a synthetic compound that is acceptable and approved by X-Ray Baggage Scanner manufacturer for the X-Ray process.		
4.6.2.	Trays shall be wear-proof, have a smooth flat bottom and smooth finish inside that is easy to clean.		
4.6.3.	Ribs and other parts that help to strengthen the tray, should be in areas which have the least resistance to the X-ray beam and shall not affect the bag/items screened imaging analysis in any form.		
4.6.4.	The plastic tray shall have the following minimal base dimensions: Greater or equal to 650 mm (length) x 500 mm (width) x 90 mm (height)		
4.6.5.	Empty weight of the Tray shall be less than 2 Kgs.		
4.6.6.	Tray shall accommodate Cabin Baggage of size 550 mm X 350 mm X 250 mm with stable travel on the ATRS transport system & integrated XBIS system.		
4.6.7.	Trays shall be interchangeable between the different lanes at same site.		
4.6.8.	Trays shall consist of an RFID chip (which is locked/not writeable) with Programmed ID and/or a clearly visible correlating 2D/3D Barcode/QR Code. Contractor shall be fully responsible for the ability to identify the trays whenever needed by the System or an operator, i.e. if the Contractor		

	believes that a combination of RFID and Barcode/QR Code is highly recommendable, he may do so. In any event, the Contractor has to guarantee that the read rate of the identifier he has chosen (RFID, Barcode/QR Code or both) is granted throughout the lifetime of the tray. AAI shall prefer RFID chips with the trays for automatic (system) tray identification and an additional Barcode/QR Code located on both long sides of the tray for identification of the tray ID by an operator (i.e. the encoded number in the Barcode/QR Code shall be identical to the number coded to the RFID chip).		
4.6.9.	Contractor shall provide the number of trays needed to fill up all lanes to their maximum level, plus 20% spare on top of the total number.		
4.6.10.	Contractor shall carry out periodical and as per requirement, cleaning of the trays, with suitable cleaning materials. Contractor shall be responsible for transporting the trays between ATRS to cleaning facility and back.		
4.6.11.	The Tray bottom finish shall have adequate resistance to the Conveyor of the XBIS for smooth lag free (Anti-Slip) movement on the Conveyor belt of the XBIS. Such Trays with very few or light weight items need to pass through the XBIS without getting stuck at the Input / Output Entry Flaps Ribbons of the XBIS.		
4.7.	ATRS Lanes		
4.7.1.	ATRS Lanes shall consist of a series of powered roller conveyors leading up to a feeder roller or belt conveyor right in front of the X-Ray machine.		
4.7.2.	Exit roller conveyors shall be powered and buffered as well.		
4.7.3.	Trays shall be transported underneath the top conveyor line back to the loading position and shall be fed into a stacking and presenting mechanism. As soon as the passenger retrieves a tray, the tray stack shall advance empty tray for divesting.		
4.7.4.	In return, the empty trays at the end of the inspection line shall be transported from the top plane to the conveyor below (via tray descending mechanism) for return delivery. (Flapper mechanism shall not be used.)		
4.7.5.	Empty trays from the checking line shall be placed onto the last position before the stacker and shall be advanced to the stacker.		
4.7.6.	The conveyors at the entry and exit of the XBIS machine shall be incline (respective decline) conveyors to accommodate any height difference between passenger conveyor height and the raised position of the XBIS machine. All Incline/Decline Conveyors shall be rubber padded to reduce noise due to tray movement.		

4.7.7.	In order to be able to pass empty trays underneath the XBIS machine back to the passenger queue, the XBIS shall be lifted onto a pedestal which is part of the scope of supply of the ATRS Contractor. The design of the pedestal shall comply with the XBIS OEM's requirements of base weight and general rigidity and stability.		
4.7.8.	XBIS machines shall be placed onto the same casters that hold them in place on the regular floor. ATRS Contractor has to provide a plane surface for the x-ray machines with necessary height adjustment.		
4.7.9.	XBIS machines shall be held in place with additional mounting hardware so as provide stable installation on the platform (pedestal).		
4.7.10.	ATRS must electrically integrate with XBIS machine safety signals to provide comprehensive mechanical, electrical, and radiation operational safety.		
4.7.11.	Any cover plates of the conveyor must be mounted in such a way as to allow ease of maintenance for the XBIS machine as well.		
4.7.12.	Any gaps between conveyor and XBIS machine shall be closed to present a neat installation for appearance as well as to prevent objects which may at times fall of the trays to get entangled with any conveyor parts.		
4.7.13.	Gaps must be small enough to minimize and exclude pinch points as well as to let smallest objects fall through gaps requiring dismantling of cover plates for excess. In case this happens however, covers should have quick release capability to recover.		
4.7.14.	The conveyor lines of infeed, out feed including tracking zones, cleared and non-cleared trays have to be fenced/separated with a break-resistant shatterproof glass wall (minimum 60 cm height), to provide the passenger with eye-contact to their belongings as well as to prevent any passenger to grab a bag (tray) that still is under conveyance, supervision and has not yet been cleared by the Security officials.		
4.7.15.	Height restriction frame shall be installed in infeed lane such that any oversize item bigger than the XBIS tunnel entry dimensions are stopped, before the glass separator.		
4.8.	Main Frame		
4.8.1.	ATRS conveyor System shall be designed to convey a maximum unit load weight of 50 kg.		
4.8.2.	Exposed mechanical MS steel parts shall be protected with rust inhibiting compound and/or Powder Coating.		
4.8.3.	All fasteners shall be corrosion resistant.		
4.8.4.	The frame shall be made from a heavy gauge profile mounted directly or via support stands, on the floor.		

4.8.5.	Supporting legs shall be bolted to the main frame to give the desired height for the conveyor.		
4.8.6.	Height adjustment, within limits, shall be facilitated by adjustable feet in the base of the leg.		
4.8.7.	The Main frame has to be able to accommodate an access preventing door system. An access preventing door system shall be provided between two ATRS Lanes, as per site conditions.		
4.9.	Roller conveyors		
4.9.1.	The principle of the design for the roller conveyor shall consider the following parameters: 1. Roller diameter: 50 mm 2. Roll wall thickness: 1.5 mm 3. Rollers pitch: 100 mm		
4.9.2.	The tube shall be made from precision rolled steel with high frequency welded longitudinal seams or better seamless tubing. High tolerances and excellent concentricity shall allow the conveyor to have smooth and quiet running characteristics.		
4.9.3.	Wherever required, rollers shall be coated with plastic or rubber, to enhance the grip with the trays for smooth conveyance and reduce noise.		
4.9.4.	Roller assemblies with sprockets shall consist of a tube and two end assemblies. The drive mechanism shall be protected against inadvertent contact with either baggage items such as loose straps and off course mostly important against pinching from passenger or operators' limbs.		
4.9.5.	Neither driven nor non-driven rollers should create "clanking" noise due to foreign object inside the rollers neither from the manufacturing process nor from unprecise bearings, seals or shafts.		
4.9.6.	Chains, motors, sprockets, bearings, and any other hazardous components of all motor-powered equipment shall be suitably guarded. Guards shall be easily removable for maintenance and repair.		
4.9.7.	The eccentricity of full width rollers installed in conveyors shall not exceed 0.5 mm. All conveyor rollers shall have rounded edges at their conveying surface ends in order to avoid damage to the underside of tray/totes.		
4.9.8.	Bearings such as ball, roller, or tapered roller shall be of the spherical type. Bearings shall be pre-lubricated, permanently sealed with hardened steel bearings and hardened steel races.		
4.9.9.	All equipment must have lifting lugs or forklift lifting arrangement in safe and convenient places for initial installation as well as maintenance and repair.		
4.9.10.	Common safety regulations for public areas shall be considered, i.e. but not limited to: 1) Industry regulations for health, mechanical, & electrical safety 2) No sharp corners		

	3) No danger of hand or finger jam 4) No possibility of items falling off the table		
4.10.	End stops		
4.10.1.	The ultimate end points of a conveyor must be equipped with end stops to prevent trays from being conveyed off the conveyor.		
4.11.	Decision Conveyor		
4.11.1.	ATRS shall integrate a straight conveyor module of at least 1.25 meters conveyor length to extend the decision time of the Screening Operator, without stopping the tray flow.		
4.11.2.	The trays on Decision Conveyor shall not be accessible to the passengers.		
4.12.	Tray Diverter Unit		
4.12.1.	Diverter Unit shall be designed to sort the trays into cleared conveyor or rejected conveyor.		
4.12.2.	Divert process shall take minimum time possible, to allow the continuous running of the system.		
4.12.3.	Diverter Unit zone shall be designed so as to avoid fallen items to interrupt the operation.		
4.12.4.	Diverter Unit shall be shielded from passenger access to tray/bag.		
4.12.5.	In case of threat detection/manual mark-up of suspect bag, the Diverter Unit shall provide suitable light alarm visible to the Recheck Workstation Operator.		
4.13.	Tray Tracking System		
4.13.1.	ATRS shall integrate an advanced tracking system to ensure that no rejected trays are cleared in any case.		
4.13.2.	Tracking System shall be based on RFID technology along with visible Bar Code attached to Tray.		
4.13.3.	Trays shall have integrated RFID Tags placed at strategic position to permit the rotation without affecting the tag reading.		
4.13.4.	Tracking System shall be designed to be efficient for 99% accuracy, and equipped with multiple readers before and after XBIS tunnel Entry & Exit and on the tracking zone		
4.13.5.	The Tray and RFID Tag shall not create a X-Ray image impression so as to obscure the baggage under inspection.		
4.14.	Cleared Tray Conveyor		
4.14.1.	Passenger shall have clear and ergonomic access to bags cleared by XBIS/Screening Operator.		
4.14.2.	Cleared Tray Conveyor shall accommodate at least EIGHT trays at a time.		
4.14.3.	Cleared Tray Conveyor shall facilitate easy recovery of fallen items from the Tray.		
4.15.	Rejected Tray Conveyor		
4.15.1.	System shall be provided with Rejected Tray Conveyor, parallel to the Cleared Tray Conveyor.		
4.15.2.	Rejected Tray Conveyor shall accommodate at least EIGHT (08) trays at a time.		

4.15.3.	At the end of the Reject Module, a gravity or powered conveyor shall be provided to facilitate smooth movement of trays from the reject module to the Recheck Table. The conveyor shall enable easy pulling of trays forward for recheck operations, ensuring efficient handling and compliance with tender requirements.		
4.15.4.	Rejected Tray Conveyor shall facilitate easy recovery of fallen items from the Tray (only by security personnel).		
4.15.5.	Contractor shall provide a suitable trolley to carry rejected bag trays back to divest area for re-scanning, with each ATRS lane.		
4.16.	Tray Collector		
4.16.1.	Automatic Tray Collector system shall be provided for placing empty trays back into ATRS		
4.16.2.	System shall allow multiple trays (stack) to be inserted at same time [Open Top Tray Collector].		
4.16.3.	Automatic Empty Tray Recognition System (ETRS) shall be provided at the end of the Cleared Tray Conveyor, to automate the empty tray collection to the maximum.		
4.16.4.	The minimum resolution of a useful Empty Tray Recognition System (ETRS) is defined by the reliable detection of the following items: 1. Small round items (e.g. a single pencil) 2. Small, flat lying items (80 x 50 x 3 mm – length/width/height above tray bottom) 3. Any item of the above size or bigger regardless of surface and colour The above listed items must be detected at any location within the tray (e.g. also corners)		
4.16.5	Automatic Empty Tray Recognition System (ETRS) shall have operator override mode so as to manually collect the trays.		
4.17.	Analyst Workstation		
4.17.1.	Analyst Workstation shall consist of a minimum of the following:		
	1. Professional Workstation PC with accessories (Keyboard, Mouse) as per the following minimum specifications: 1.1. CPU : Intel Core Ultra 7 265K 1.2. HDD: 1TB NVME 1.3. RAM: DDR5 64GB 1.4. Graphics Card: NVIDIA RTX A400 (4GB GDDR6) 2. Min. 24" Professional Grade Touch Screen LED monitor 3. Licensed OS, Application Software and Anti-Virus Software		
4.17.2.	Contractor shall supply, install and commission TWO (02) Analyst Workstations with all accessories and a Console Table, per ATRS.		

4.18.	Recheck Table		
4.18.1.	ATRS shall be provided with a modular Recheck Table for manual search of suspect bag from the rejected tray conveyor. Recheck Table should also consist of suitable container with lock & key for storing Security Removed Articles.		
4.18.2.	Recheck Table Top shall be constructed of Stainless Steel.		
4.18.3.	Recheck Table shall have TWO (02) Recheck Workstations, Monitors with Swivel Mount, Keyboard, Mouse, Power Supply Unit, etc.		
4.18.4.	Recheck Table shall have an RFID Reader to work in conjunction with Recheck Workstation/s, to recall particular bag scan image corresponding to the tray + bag under examination.		
4.18.5.	Automatic tray return lane shall be accessible from the Recheck Table, which shall allow the Security operator to place empty tray on a return transport system.		
4.18.6.	The return system shall automatically transport the trays to a connection point to the empty tray system.		
4.19.	Recheck Workstation		
4.19.1.	Recheck Workstations shall be connected to the ATRS control system. Recheck Workstation should have ability to retrieve and display the Dual View images upon reading the Tray RFID/Bar Code/QR code.		
4.19.2.	Recheck Workstation shall consist of a minimum of the following;		
4.19.3.	1. Professional Workstation PC with accessories (Keyboard, Mouse) as per the following minimum specifications: 1.1. CPU : Intel Core Ultra 7 265K 1.2. HDD: 1TB NVME 1.3. RAM: DDR5 64GB 1.4. Graphics Card: NVIDIA RTX A400 (4GB GDDR6) 2. Min. 24" Professional Grade Touch Screen LED monitor with Table Stand Post and Swivel mount 3. Licensed OS, Application Software and Anti-Virus Software 4. RFID + Bar Code Reader		
4.19.4.	Contractor shall supply, install and commission TWO (02) Recheck Workstations with all accessories, per ATRS.		
4.19.5.	Recheck Workstation shall be provided with a Bar Code Reader to capture Bar Code from Passenger Boarding Pass (Paper/Digital). Such Bar Code information shall be stored along with the Bag Image for reconciliation later.		
4.20.	High Threat Station		

4.20.1.	If an image is selected as a high threat image by the screening system then the tray will automatically divert into high threat station that is secure from the passenger. This high threat station will be located at the rear of the reject lane and will not inhibit throughput through the clear or reject lane whilst an evaluation of the tray is taking place.		
4.21.	Automatic Tray Retrieval System		
4.21.1.	ATRS shall be provided with automated and integrated arrangement for transporting the trays from the end of the lane (Tray Collector) back to the Tray Feeder.		
4.21.2.	External or Gravity Tray Return Systems shall not be acceptable.		
4.21.3.	The system shall allow queuing of empty trays in a controlled manner.		
4.21.4.	The trays return system shall use a vertical tray stacking mechanism with automatic lowering device at the outfeed end and the conveyance from the outfeed to the infeed shall be achieved with a combination of modular powered roller conveyors and belt conveyors decline, straight and incline conveyors.		
4.22.	Control System		
4.22.1.	Control system shall be designed to allow the ATRS lane to run in an efficient and economic manner.		
4.22.2.	The control system shall be based on Programmable Logic Controller (PLC). PLC shall be field programmable and easily upgradable in order to implement future operational requirements.		
4.22.3.	Each lane XBIS and ATRS shall be seamlessly integrated and controlled by an independent PLC		
4.22.4.	The PLC shall track each tray with a unique ID from the tray input start, to the final CLEAR and REJECT outfeed line. The unique virtual ID shall be associated with tray ID (RFID & Barcode/QR Code). The ATRS and the XBIS shall be interfaced and integrated to synchronize the tray ID and the security decision/results based on which the trays are sorted to their specific CLEAR or REJECT destinations by ATRS.		
4.22.5.	The PLCs shall communicate with the data servers to exchange data to log, store the data, generate reports, etc.		
4.22.6.	PLC Monitoring display (GUI) shall be available to the Administrator from Analyst/Recheck/Supervisor Workstation. It shall provide visual representation of the entire ATRS System with health status of all PLC activated signals.		
4.22.7.	The system shall automatically enter to energy saving mode after pre-defined period when no tray is presented in the Divestment Area.		
4.22.8.	The automatic mode shall be resumed when a tray is detected in divestment area.		

4.22.9.	Each ATRS lane shall be provided with Emergency Stop mushroom head and RESET illuminated push buttons at the infeed and outfeed conveyors and these will be in addition to the emergency stops provided in the XBIS and the workstations. E-stops shall be hard wired and when activated shall cut off the power supply to motorized rollers and stop the system instantly.		
4.23.	Analyst Workstation		
4.23.1.	Analyst Workstations shall be connected to the ATRS Control System. Analyst Workstation should have ability to retrieve and display the Dual View images.		
4.24.	ATRS Workstation Interface		
	The GUI shall be designed for glare-free image projection for long time screening and shall consist of the following:		
4.24.1.	Primary View: Maximum Screen area for the high-resolution X-ray image (Dual-view) display, without loss of details/resolution		
4.24.2.	Status Bar: Decision Countdown: A prominent, color-coded timer (Green, Amber, Red) showing the remaining seconds before a "Timeout." Tray ID & Sequence: Current Tray ID and a thumbnail queue to prepare the analyst for the incoming load.		
4.24.3.	Control Panel: Located at the bottom or sides, featuring high-contrast touch/click buttons for ACCEPT and REJECT		
4.24.4.	Functional Image Tools (On-Screen Inspection & Resolution) The GUI must provide following real-time image manipulation tools without any lag.		
	a. Material Discrimination: Toggle buttons for Organic, Inorganic, and Metallic (Standard 3/4-color or 7-color mapping).		
	b. Threat Highlighting: Automatic bounding boxes for Explosives or High-Density Items, with a button to dismiss/toggle		
	c. Image Enhancement: Variable Contrast, Brightness, Inverse (Negative), and "Black & White" toggles for better wire/density definition		
	d. Zoom/Pan: Digital zoom (up to 8x) with a "Navigator Window" to show the bag's overall context while zoomed		
	e. High/Low: To highlight High-Density Items and Low-Density items		
	f. Colour Palette: Use standard colour schemes for material identification (Orange = Organic, Blue = Metal, Green = Inorganic)		
4.24.5.	Decision & Logic Controls		

	The decision-making workflow must be fail-safe		
	a. Reject Selection: Upon clicking "Reject," a secondary quick-menu should appear (e.g., LAG, Weapons, Electronics, Dense Area, General Search).		
	b. Virtual Marking: The ability to "drop a pin" or draw a circle on the image. This metadata must be attached with the image for display at the Recheck Workstation		
	c. Multi-View Toggle: For dual-view systems, a single keypress or screen swipe gesture must switch between Top and Side views or display them split-screen. Bag Image captured by digital camera shall also be available for review/reconciliation by operator.		
	d. Screen Rotation: Mandatory "Break" notifications every 20-30 minutes to ensure the analyst remains alert		
4.25.	Screening System		
4.25.1.	The Screening System shall consist of the XBIS screening and several features related to the image processing, evaluation of the images and information to the Baggage Inspection System and its operators.		
4.25.2.	In general, each XBIS is equipped with a stand-alone image processing system, which displays the screening image on a monitor (part of the existing XBIS) for review and evaluation of a XBIS Screener. This monitor system is located beside or near the machines.		
4.25.3.	Each XBIS shall interface with its associated ATRS and the ATRS shall retrieve XBIS images.		
4.25.4.	The system shall have Image Information Overlay (adding marking and information to screening images) at Analyst Workstation.		
4.26.	Screening Image Information Overlay		
4.26.1.	ATRS Contractor shall provide a sophisticated software package which allows a screener at Analyst Workstation to add information to a screening image, not limited to add threat or POI (Point of Interest) markings for the information of a Security operator at the manual inspection post (Recheck Workstation).		
4.26.2.	The software shall support individual user login. The login (user) information shall be associated (stored) with the images processed by the user.		
4.26.3.	The software shall provide user friendly GUIs for easy and fast processing of an image.		
4.26.4.	The GUIs for image processing shall be self-explaining, easy to understand.		
4.26.5.	The screening image GUI shall present (beside the XBIS image) all information assigned to the tray (Tray ID).		
4.26.6.	The screening image GUI shall provide XBIS image viewing options as available on the stand-alone screening monitor of the screening machine		

	itself. the GUI software shall provide X-Ray Bag Image from XBIS without visible image quality degradation.		
4.26.7.	Upon successful login, the Analyst Workstation shall be presented with the available screening images.		
4.26.8.	The individual image processing GUI on Workstations shall provide:		
	1. Adding information to the screening image.		
	2. "Clear", "Reject" decision by the screening operator.		
	3. "Cancel" function to allow an operator to discard his added information.		
	4. "Reject" function to allow an operator to retain his added information and proceed with the next image. The System in this case must take care that the information to the tray conveying System for that tray forces the conveying System to divert the tray to the manual inspection (Recheck Workstation).		
	5. "Reject" decision must be stored with the image, so that the Security operator at the manual inspection post (upon retrieval of the tray image) sees the operator decision.		
	6. Successful decision making "Clear" or "Reject" shall force the System to present the next (available) image. Using "Cancel" shall not initiate switching to another image, and only discard the overlay information.		
	7. "Timeout" function(s), e.g. if a user does not make any decisions in the specified time, such events must be stored together with the user information and the image(s) affected from the time out. In the event of a timeout, the System shall divert the tray to the Reject Lane. The timeout event must be stored with the image, so that the Security operator at the Recheck Station (upon retrieval of the tray image) sees that there is no screening operator decision.		
4.26.9.	Any added information and decision shall be stored together with the image in the database. The Two Analyst Workstations shall be configured in a redundant High Availability (HA) architecture, to ensure uninterrupted data storage and system availability. Both workstations shall maintain automatic real-time synchronization of all operational data, configuration files, user profiles, logs and system database.		
4.26.10.	The image processing GUI must be reasonably protected against human errors. For example:		

	Marking a threat or POI and then saving the image as "Clear" must not be allowed from the GUI. In such cases, the GUI shall prompt the user with his contradicting actions for review and change.		
4.26.11.	The software shall collect statistical data for presentation on a separate GUI for review and export.		
4.26.12.	The software package shall be provided as an unlimited client package, i.e. AAI shall have the right to add workstations (Analyst/Recheck) using this software package without additional license costs.		
4.26.13.	The software package offered under this option must be an off-the-shelf software product and must be a proven technology at any airport.		
4.26.14.	Latency: Image load time from XBIS or CIP Server to Analyst/Recheck Workstation must be < 500ms (In logged in condition)		
4.26.15.	The Contractor shall provide Threat Image Projection (TIP) Library and TIP shall be projected as per BCAS Specifications for XBIS. The TIP/User Management/Reporting functions shall comply with BCAS Specifications for XBIS.		
4.26.16.	The software shall employ Artificial Intelligence assisted shape detection to identify and categorize the distinct geometry of bottles, guns, batteries, and knives, within the bag image.		
4.27.	Online UPS		
4.27.1.	All computer and control equipment (excluding XBIS) under the scope of work of the contractor shall be protected with an online UPS of appropriate capacity.		
4.27.2.	UPS operation capacity under full load shall not be less than 30 minutes.		
4.27.3.	Contractor shall ensure Power Supply level system redundancy and design UPS system with hot standby arrangement.		
4.27.4.	UPS units shall enable an automatic and controlled shutdown of the system in case of power supply failure and shall function under voltage fluctuation of 230V/415V $\pm 10\%$.		
4.27.5.	All UPS shall provide SNMP interface to be monitored via a Centralized UPS monitoring System in the Central Control Room.		
4.27.6.	The UPS system shall have protection device and equipment of suitable capacity such as Isolation Transformer/CVT/Automatic Voltage Stabilizer or combination for safety, protection and to guard against heavy fluctuation of voltage or any other transients.		
4.27.7.	The UPS, Isolation Transformer/CVT/Automatic Voltage Stabilizer shall meet applicable BIS standards.		
4.28.	RELIABILITY, AVAILABILITY, AND MAINTAINABILITY		
4.28.1.	The equipment design shall employ the most suitable engineering techniques, materials and		

	components and rigorous inspection during manufacturing to ensure a very high MTBF (Mean Time between Failures) of equipment. The statistical estimated MTBF figures shall be indicated and supported by calculation.		
4.28.2.	All installed equipment (all electrical and mechanical hardware) shall be capable of operating wear-free for at least 70,000 hours or the equivalent of 8 years.		
4.28.3.	All systems to be provided shall be designed and constructed to operate continuously, except for scheduled maintenance shutdowns, for the Operational Lifetime.		
4.28.4.	Bidders shall describe the methodology, techniques and processes used to conduct the Reliability, Maintainability, and Availability (RMA) analysis. Maintainability is expressed as a probability that a system shall be restored to a specified condition within a given period of time when the maintenance is performed in accordance with prescribed procedures and resources.		
4.28.5.	In general, the Contractor shall provide easy and convenient access to all system parts and elements for preventive and corrective maintenance. Quick access is available to those components known to have a higher than normal susceptibility to wear and tear or faults.		
4.28.6.	Contractor shall design and construct all components of the offered system so they can be easily disconnected and removed from the equipment without the necessity for extensive disassembly.		
4.28.7.	It shall be guaranteed that the appropriate application of low levels of servicing and maintenance will ensure a service life of at least EIGHT years or more, for the entire system.		
4.28.8.	The offered system shall exhibit extremely high system availability. Attention shall be paid to ensure of a large degree of redundancy when designing the system, to permit the controls and mechanical systems to continue operation even when irregularities and faults occur.		
4.29.	Continuous performance		
4.29.1.	The following standards shall be attained, as an absolute minimum, without fail, and must form part of the acceptance testing:		
4.29.2.	The system design shall facilitate integrated ATRS functioning with XBIS, Hardware, Network, Storage & Software, for continuous operation around 24 hours per day, 365 days in a year.		
4.29.3.	The offered system shall be capable of continuous operation at full capacity, i.e. must be able to tolerate any number of daily peaks.		
4.29.4.	Planned preventive maintenance, can be done on lean traffic hour to minimize impact on operation.		

4.30.	Life expectancy		
4.30.1.	The offered systems shall have a life expectancy of EIGHT years. The Contractor shall ensure that mechanical and electrical components and the installed Control System will be available and also expandable during this period of time.		
4.30.2.	In the case of the control hardware full forward or backwards compatibility must be assured for updates on hardware and software over time, this for both the Contractors System and the OS.		
4.31.	Throughput and performance values		
4.31.1.	Screening performance		
	(a) The following, continuous performance criteria shall be maintained: X-Ray consecutive throughput ≥ 550 Trays/h* * Based on 0.2 m/s machine transport speed, 65 cm tray length and 10 cm pitch (Note: the final achievable throughput shall be calculated based on this formula, however considering final machine transport speed, machine required pitch for that transport speed and the actual tray dimensions) (b) Nominal throughput rates shall be achieved using trays only. (c) Minimum 280 trays/hour per lane under normal load.		
4.32.	Checkpoint System performance		
4.32.1.	The contractor will undertake a simulation of their proposed solution based on the following variables 1. Passenger Divest Time – 20 Seconds 2. Slow Passenger variable - 5 % - 20 % 3. X-Ray machines pitch – 20 cm 4. Average Screening Time – 6 Seconds 5. Average Redress Time – 30 Seconds 6. Average Reject Rate – 10 % 7. Average Search Time – 120 Seconds The simulation adopting these variables will be based on the proposed lane configuration and will offer a realistic throughput expectation of the system		
4.32.2.	If the throughput can be enhanced with the pattern of reporting, queuing to the security lanes (divest, invest), inclusion of additional length of the lane, searcher stations or additional analysts stations, then this will be clearly outlined in the report		
4.33.	RFID Read Rate:		
4.33.1.	Installed automated RFID-Tag Readers (Radio Frequency Identification Tag) must have a consistent read rate of 99.9% of the valid tags sent through the reader aerial.		

4.33.2.	A valid RFID tag is identified, if a hand-held RFID reader is able to read that tag somewhere within a distance of 10 cm around the tray outside shape.		
4.33.3.	The RFID information must be clearly assigned to the correct tray carrying that RF-Tag.		
4.34.	Data storage and report		
4.34.1.	Contractor must provide comprehensive report capabilities for evaluation of all data available and collected from the system.		
4.34.2.	The data storage shall collect the data provided from the entire System and provide comprehensive report functions and simple data export facilities for external data evaluation (e.g. Microsoft Excel or Microsoft SQL).		
4.34.3.	The Contractor shall provide a management PC workstation with a laser colour printer part of the network solution that provides the Management Information system data reports, analysis, logs, etc.		
4.35.	Cybersecurity Resilience		
4.35.1.	Architectural Resilience and Defense-in-Depth		
	The contractor shall ensure that the ATRS system is designed following the "Defense-in-Depth" principle recommended by NCIIPC. The system must implement strict network segmentation to isolate the security screening VLAN from the broader airport IT networks. All hardware components must be hardened at the BIOS/Firmware level, and the design must ensure that the failure or compromise of a single Server/ATRS Lane does not result in a cascading failure of the entire ATRS System.		
4.35.2.	Supply Chain Integrity and Trusted Electronics		
	In compliance with MeitY's Public Procurement (Preference to Make in India) Order for Cyber Security Products, the contractor must provide a detailed Software Bill of Materials (SBOM) for all integrated software and firmware. All active networking components and security appliances must be sourced from "Trusted Sources" as defined by relevant national directives. The contractor is required to certify that the equipment is free from any "backdoors" or malicious code and must facilitate third-party security audits.		
4.35.3.	Data Security and Access Governance		
	The system design must prioritize the confidentiality and integrity of screening data, including XBIS images and associated metadata from XBIS & ATRS. In accordance with NCIIPC's Guidelines for Protection of CII, all data-at-rest within the ATRS, Server, Storage, Workstations, and data-in-transit between the XBIS, ATRS, Workstations must be		

	secured with industry-standard protocols. Access control must follow the "Principle of Least Privilege" (PoLP), utilizing Multi-Factor Authentication (MFA) for administrative access. The contractor must ensure that the system supports granular Role-Based Access Control (RBAC) and maintains immutable audit logs for a minimum of 90 days to support forensic analysis in the event of a security incident.		
4.35.4.	Incident Response and Continuous Monitoring		
	The contractor shall incorporate suitable system to allow for monitoring of security logs. The ATRS design must include automated failover mechanisms and an "Offline Mode" capability wherever feasible, to ensure that the ATRS remains operational with minimum downtime. Furthermore, the contractor, within the quoted cost, shall provide timely software security patches and firmware updates for the duration of the Warranty and Comprehensive Annual Maintenance Contract (CAMC), ensuring that vulnerabilities are remediated within the timeframes stipulated by NCIIPC and CERT-In advisories.		
4.35.5.	Vulnerability Assessment and Penetration Testing		
a.	The contractor shall ensure that the ATRS Application deployed under this contract undergoes comprehensive Vulnerability Assessment and Penetration Testing (VAPT) through a CERT-In empanelled agency.		
b.	The VAPT shall be conducted during the execution of the project before commissioning of system. The scope of testing shall cover all components of the Application, APIs, Infrastructure, and Integrations.		
c.	The contractor shall: - Engage only CERT-In empanelled agencies for conducting VAPT. - Coordinate and facilitate all necessary access, documentation, and support required for the assessment. - Ensure that all identified vulnerabilities, especially those classified as Critical and High, are remediated before commissioning of system. - Re-submit the application for re-testing until all Critical and High vulnerabilities are resolved and a satisfactory VAPT compliance report is obtained. - Provide the final VAPT report to AAI prior to go-live.		
d.	All costs associated with VAPT, re-testing, and remediation shall be borne by the contractor.		

Declaration:

The terms and conditions given in **Section D of Pack-3** of the Tender Document are read, understood and hereby accepted unconditionally and shall be complied with. I/We agree to abide by the Terms and Conditions, contained in this section of Tender Document and shall form part of contract conditions and provisions. I/We hereby unconditionally accept(s) these Terms and Conditions of AAI's tender documents in its entirety for **“Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.”**.

It is certified that I/we have not stipulated any condition(s) in our tender offer. In case any condition(s) are found in our tender offer, the same shall be treated as withdrawn.

Signature of Bidder firm authorized Signatory

Name:

On behalf of:

Firms Stamp:

E-mail:

SECTION-E: ANNEXURES

UNDERTAKINGS

(To be submitted by bidders in PQC / Technical bid on letter head of Company / Firm)

Name of work: Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.

GeM Bid No.: GEM/2026/B/7801789

Sl. No	Heading	Undertakings
1.	Unconditional Acceptance of AAI's Tender Conditions	1. I / we have downloaded / obtained the tender document for the above-mentioned Tender / Work from GeM Portal. 2. I / we hereby certify that I / we have inspected the site and read the entire terms and conditions of the tender documents, corrigenda and reply to queries, if any, made available to me / us, which shall form part of the contract agreement and I / we shall abide by the conditions / clauses contained therein. 3. I / we hereby unconditionally accept the tender conditions of AAI's tender documents in its totality / entirety for the above work. 4. I / we declare that I / We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe / gratification, I / We will immediately report it to the Appropriate Authority in AAI. 5. I / we hereby submit that I / we have paid / submitted the required Earnest Money as per tender conditions. OR I/We hereby submit the supporting documents towards EMD exemption. 6. I / We certify that all information / documents furnished by our Firm is true & correct and in the event at any stage, the information / documents is found to be incorrect / false or found violated, then we shall be liable for debarment from tendering in AAI without giving any notice or reason therefore OR summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
2.	Debarment / Blacklisting / Restraintment	I / we (name and post of authorized signatory) on behalf of (Name of firm) do here by solemnly affirm and declare as follows: (i) Our firm is not restrained / debarred / blacklisted by Airports Authority of India (AAI) / Ministry of Civil Aviation (MoCA) / Dept. of Expenditure (DoE), Ministry of Finance and the debarment/ blacklisting / restraintment is not in force as on last date of submission of tender (PQC / Technical bid). (ii) None of Proprietor / Partners / Board Members / Directors of M/s..... (Name of firm) has remained Proprietor / Partner / Board Member / Director in any firm which stands

Sl. No	Heading	Undertakings
		debarred / blacklisted / restrained by AAI / MoCA / DoE and the debarment / blacklisting / restraintment is not in force as on last date of submission of tender (PQC / Technical bid). (iii) Our firm understands that if our firm is either debarred before the date of opening of tender (normally called as PQC / Technical bid, in case of two packet bidding) or debarred before the date of contract by AAI / MoCA / DoE (Debarment applicable for all Ministries / Departments), our bid is liable to be rejected at that stage. (iv) Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment / blacklisting / restraintment, termination of the contract etc. as deemed fit.
3.	Minimum Wages	I / we, do hereby solemnly affirm and state as follows: - I / we hereby confirm that I / we am / are fully complying with the legal obligations with regard to payment of minimum wages as per the Minimum wages Act- 1948 and deduction of Provident Fund as per EPF & MP Act- 1952 and Contract Labour (Regulation & Abolition) Act-1970 and amendments thereof to the aforesaid Acts.
4.	Plant & Machinery	I / we hereby undertake that I / we will deploy sufficient plant and machinery as per requirement of work in consultation with the Engineer-In-Charge (EIC) to achieve the milestones / targets and overall completion within the time period.
5.	Availability of spares	I / we hereby undertake to supply necessary spare parts and maintenance equipment to AAI, for the entire contract period & extensions, if any.
6.	After Sales Services	I / we hereby undertake: 1. To assist AAI in investigation of failure / malfunctioning of any part or equipment as and when called for by AAI during the entire contract period. 2. During contract period, we shall maintain all ATRS Lane in serviceable condition. The cost of the same is inclusive in the quoted cost. 3. That the Agency / firm shall provide above services and respond to AAI's queries / requests in reasonable time notified by AAI. 4. That any breach of above undertaking given by us will entail AAI to take any or all actions mentioned below as deemed fit by AAI: - a) To place on record, the Performance of contracting agency either in the AAI Website or other publications. b) Intimate the Regulatory Authorities / bodies or other Airport Authorities. c) Restrict the contracting agency's participation in further tendering in AAI.
7.	Standards and specifications	I / we hereby undertake that the product offered are fulfilling all the technical specifications, conditions and data / drawing given in tender document and rates have been quoted accordingly.

Sl. No	Heading	Undertakings
8.	Adequate facilities for comprehensive maintenance	I / we hereby undertake that: - I / we have adequate facilities to carry out Comprehensive Maintenance of ATRS Lane in terms of trained personnel and spares required for Comprehensive Maintenance for the entire contract period of 08 years including DLP period.
9.	GST registration & complying its provisions	I / we hereby undertake that: - 1. I / we are registered under GST and our GSTIN is / are..... (to be filled by bidder) and compliant of GST provision. 2. In case of non-compliance of GST provisions and blockage of any input credit, I / we shall be responsible to indemnify AAI. 3. All input credits shall be passed on to AAI by me / us.
10	Complete Responsibility	I/We hereby undertake that I/We shall assume complete responsibility for the design, construction, and performance of all component parts of the complete equipment and its accessories and shall submit self-certification that the completed equipment shall meet the requirements of Tender Conditions

Signature and name of the authorized signatory of the firm

with Stamp

Date:

Place:

FINANCIAL DOCUMENT**(To be uploaded under 'Financial Document' option with GeM Financial bid)**

Following Sheet is required to be uploaded by the Bidder (after converting Excel to pdf) using the 'Financial Document' upload feature with GeM Financial Bid:

UNIT PRICE BREAK UP DETAILS				
Name of Work: Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) with existing Dual View HB XBIS at various Airports with One Year onsite warranty and Seven Years Comprehensive Annual Maintenance Contract (CAMC) with spares.				
GeM Bid No.: GEM/2026/B/7801789				
Name of Agency:				
Sl. No.	Item Title	Qty.	Unit	Value in ₹
PART – A: Supply, Installation, Integration, Testing & Commissioning (SIITC) of ATRS and 07 years CAMC:				
1a	Cost towards Supply of Automatic Tray Retrieval/Return System (ATRS) with minimum of 06 Nos. of Divest stations, Inclined Conveyors, X-ray machine frame, Decision conveyor, Divertor station, clear lane (minimum 08-09 trays length), ETRS conveyor, Suspicious Tray Conveyor (minimum 08-09 trays length), Tray collector, Interface module for the ATRS and X-ray Scanning machine and necessary software, Analyst Workstations with software & necessary console, Recheck stations with software, RF ID and Bar code reader with inspection table & Recheck stations mount, Camera/REID/RF ID Tags, Sufficient RF ID chip enabled Trays to suffice necessary lane length and throughput requirement and other devices as needed like mounting arrangement for XBIS, UPS with battery backup for 30 minutes for each ATRS with battery rack, options, overseas patents and 01 Year onsite warranty along with manpower for hand holding operations support etc. as per detailed specifications and scope of work (Excluding IGST/GST).	1	Each	
1b	IGST/GST Percentage (%) on Item No. (1a)	1	Each	
1c	IGST/GST Amount of Item No. (1a)	1	Each	₹ 0.00
1d	Total cost of item (1a) including IGST/GST	1	Each	₹ 0.00
2a	Inland Freight Charges for item no. (1a) - (excluding GST)	1	Each	
2b	GST Percentage (%) on item no. (2a)	1	Each	
2c	GST Amount of item no. (2a)	1	Each	₹ 0.00
2d	Total cost of item (2a) including GST	1	Each	₹ 0.00
3a	Inland Insurance Charges for item no. (1a) - (excluding GST)	1	Each	
3b	GST Percentage (%) on item no. (3a)	1	Each	
3c	GST Amount of item no. (3a)	1	Each	₹ 0.00
3d	Total cost of item (3a) including GST	1	Each	₹ 0.00

4a	Supply of Technical Documentation i.e. one set each of soft copy and hard copy with each ATRS (Excluding GST).	1	Each	
4b	GST Percentage (%) on item no. (4a)	1	Each	
4c	GST Amount of item no. (4a)	1	Each	₹ 0.00
4d	Total cost of item (4a) including GST	1	Each	₹ 0.00
5a	Installation, Integration with Dual View Hand Baggage X-Ray machine (provided by AAI), Testing and Commissioning of complete ATRS system of (Item - 1a) - (Excluding GST).	1	Each	
5b	GST Percentage (%) on item no. (5a)	1	Each	
5c	GST Amount of item no. (5a)	1	Each	₹ 0.00
5d	Total cost of item (5a) including GST	1	Each	₹ 0.00
6a	Operational, System administration Onsite Training for Security Personal for against each lane (Excluding GST).	1	Each	
6b	GST Percentage (%) on item no. (6a)	1	Each	
6c	GST Amount of item no. (6a)	1	Each	₹ 0.00
6d	Total cost of item (6a) including GST	1	Each	₹ 0.00
7	Comprehensive Annual Maintenance Contract (CAMC) Cost of Complete ATRS with Spares, Consumables, all assembly/Sub-assemblies, associated equipment, etc. with manpower for hand holding operations for 1 st year at the rate of 7.87% of Basic Supply Cost (Excl. GST).	1	Each	₹ 0.00
8	Comprehensive Annual Maintenance Contract (CAMC) Cost of Complete ATRS with Spares, Consumables, all assembly/Sub-assemblies, associated equipment, etc. with manpower for hand holding operations for 2nd year at the rate of 10.00% of Basic Supply Cost (Excl. GST)	1	Each	₹ 0.00
9	Comprehensive Annual Maintenance Contract (CAMC) Cost of Complete ATRS with Spares, Consumables, all assembly/Sub-assemblies, associated equipment, etc. with manpower for hand holding operations for 3rd year at the rate of 10.00% of Basic Supply Cost (Excl. GST)	1	Each	₹ 0.00
10	Comprehensive Annual Maintenance Contract (CAMC) Cost of Complete ATRS with Spares, Consumables, all assembly/Sub-assemblies, associated equipment, etc. with manpower for hand holding operations for 4th year at the rate of 10.00% of Basic Supply Cost (Excl. GST)	1	Each	₹ 0.00
11	Comprehensive Annual Maintenance Contract (CAMC) Cost of Complete ATRS with Spares, Consumables, all assembly/Sub-assemblies, associated equipment, etc. with manpower for hand holding operations for 5th year at the rate of 10.00% of Basic Supply Cost (Excl. GST)	1	Each	₹ 0.00
12	Comprehensive Annual Maintenance Contract (CAMC) Cost of Complete ATRS with Spares, Consumables, all assembly/Sub-assemblies, associated equipment, etc. with manpower for hand holding operations for 6th year at the rate of 10.00% of Basic Supply Cost (Excl. GST)	1	Each	₹ 0.00

13	Comprehensive Annual Maintenance Contract (CAMC) Cost of Complete ATRS with Spares, Consumables, all assembly/Sub-assemblies, associated equipment, etc. with manpower for hand holding operations for 7th year at the rate of 10.00% of Basic Supply Cost (Excl. GST)	1	Each	₹ 0.00
14a	Total CAMC Cost for 07 years (Excl. GST)	1	Each	₹ 0.00
14b	GST Percentage (%) on CAMC i.e. Item No. (14a)	1	Each	
14c	GST Amount for Item No. (14a)	1	Each	₹ 0.00
14d	Total CAMC Cost Item No. (14a) for 07 years of (Incl. GST)	1	Each	₹ 0.00
15	Total Cost per Unit of PART - A [i.e. (1d + 2d + 3d + 4d + 5d + 6d + 14d)]	1	Each	₹ 0.00
PART – B: Operation, Maintenance and System Administration Onsite Training of ATRS for AAI Nominees at each Site/Airport:				
16a	Operation, Maintenance and System Administration Onsite Training of ATRS for AAI Nominees at each Site/Airport (Excluding GST).	1	Lot	
16b	GST Percentage (%) on item no. (16a)	1	Lot	
16c	GST Amount of item no. (16a)	1	Lot	₹ 0.00
16d	Total cost of item (16a) including GST	1	Lot	₹ 0.00
17	Total Cost per Unit of PART - B [i.e. (16d)] - (including GST)	1	Each	₹ 0.00
PART – C: Factory Acceptance Test (FAT) of ATRS:				
18a	Charges for Factory Acceptance Test (FAT) of ATRS - (Excluding GST).	1	Lot	
18b	GST Percentage (%) on item no. (18a)	1	Lot	
18c	GST Amount of item no. (18a)	1	Lot	₹ 0.00
18d	Total cost of item (18a) including GST	1	Lot	₹ 0.00
19	Total Cost per Unit of PART - C [i.e. (18d)] - (including GST)	1	Lot	₹ 0.00
Note:				
1	Bidders shall fill only the coloured cells. Bidders shall fill Name of the Agency and quote values against Item Sl. No. 1a, 1b, 2a, 2b, 3a, 3b, 4a, 4b, 5a, 5b, 6a, 6b, 14b, 16a, 16b, 18a & 18b of above Table.			
2	All the other cells have been locked with appropriate formula and Bidders will not be able to make entries against the same.			
3	Subsequently, the "Total cost per Unit" will be auto-calculated at Item Sl. No. 15, 17 and 19 of above Table. The same shall be quoted by the Bidder on GeM portal towards Unit cost for: (A) Supply, Installation, Integration, Testing & Commissioning (SIITC) of ATRS and CAMC for 07 years (incl. GST). (B) Operation, Maintenance and System Administration Onsite Training of ATRS for AAI Nominees at each Site/Airport (including GST). (C) Factory Acceptance Test (FAT) of Complete ATRS System (including GST).			

General instructions for filling the Financial Bid:

1. All Prices such as Basic Cost for Supply, Transportation Cost, Transit Insurance Cost, Comprehensive Insurance Cost, Routine Maintenance, CAMC Cost, etc., shall be quoted as per the guidelines of the GeM Portal and terms and conditions mentioned in the ATC document.
2. Further, delivery period for the work has been mentioned as 2190 days in the bid due to limitation in maximum no. of days permissible in GeM Portal. However, it is to note that delivery schedule shall be maintained and payment towards CAMC shall be done as per terms and conditions mentioned in the ATC document.
3. The Bidder should not write / quote NIL, otherwise the tender shall be rejected. In case of overall quote of 0.00, it will be treated as unresponsive bid and will not be considered.

Proforma for Performance Bank Guarantee (Bank Guarantee Bond) for Supply, Installation, Integration, Testing, Commissioning and Maintenance During Defect Liability Period.

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper of minimum Rs.100/- should be in the name of issuing bank)

To,

Airports Authority of India

1. In consideration of the Chairman, AAI (hereinafter called “AAI”) having offered to accept the terms and conditions of the proposed agreement between
and.....[hereinafter called the said Contractor(s)] for the work “Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.” (herein after “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees.....only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. We..... (indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs.....(Rupees..... only) on demand by AAI.
2. We..... (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made by AAI on the Bank through written communication shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only).
3. We, the said Bank, further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under his bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We.....(Indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the Performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We.....(indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of Performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
8. This guarantee shall be valid up to..... **(Defect Liability period + 90 Days)** unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only) or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of: Dated this _____ Day of _____

WITNESS

- 1 For and on behalf of (The Bank)
Signature_____
- 2 Name & Designation_____
Authorisation No._____
Name & Place _____
Bank's Seal _____

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

Signature_____
Name _____
Designation_____
Dated_____

Format for Letter of Undertaking from the Depositor to the Bank

(To be submitted along with original Performance BG (Bank Guarantee Bond) for Supply, Installation, Integration, Testing, Commissioning and Maintenance During Defect Liability Period.)

(To be submitted in the Letter head of the firm)

The Branch Manager,

..... Bank,

.....

Sub: My / Our Bank Guarantee bearing No. dated for amount
.....issued in favor of Airports Authority of India A/C.....

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of **Performance Guarantee towards Supply, Installation, Integration, Testing, Commissioning and Maintenance During Defect Liability Period** on account of contract awarded / to be awarded by M/s. Airports Authority of India to me / us.

I hereby authorize the Airports Authority of India in whose favour the deposit is made to close the subject Bank Guarantee before maturity / on maturity towards adjustment of dues without any reference / consent / notice from me / our side and the bank is fully discharged by making the payment to Airports Authority of India.

Name & Signature of the Depositor

Place:

Date:

RECEIPT FROM BANK

Signature with date and seal

**Proforma for Performance Bank Guarantee (Bank Guarantee Bond)
for Comprehensive Annual Maintenance Contract (CAMC)**

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper of minimum Rs.100/- should be in the name of issuing bank)

To

Airports Authority of India

1. In consideration of the Chairman, AAI (hereinafter called "AAI") having offered to accept the terms and conditions of the proposed agreement between
and.....[hereinafter called the said Contractor(s)]
for the work Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares. (herein after "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.....(Rupees..... only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. We..... (indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs..... (Rupees..... only) on demand by AAI.
2. We..... (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made by AAI on the Bank through written communication shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only).
3. We, the said Bank, further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under his bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We.....(Indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the Performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We.....(indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms

and conditions of the said agreement or to extend time of Performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
8. This guarantee shall be valid up to..... **(84 Months + 90 Days)** unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only) or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of: _____ Dated this _____ Day of _____

WITNESS

- 1 For and on behalf of (The Bank)
Signature _____
- 2 Name & Designation _____
Authorisation No. _____
Name & Place _____
Bank's Seal _____

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

Signature _____
Name _____
Designation _____
Dated _____

Format for Letter of Undertaking from the Depositor to the Bank

(To be submitted along with original Performance Bank Guarantee (Bank Guarantee Bond) for Comprehensive Annual Maintenance Contract)

(To be submitted in the Letter head of the firm)

The Branch Manager,

..... Bank,

.....

Sub: My / Our Bank Guarantee bearing No. dated for amount
..... issued in favor of Airports Authority of India A/C.....

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of **Performance Guarantee towards** Comprehensive Annual Maintenance Contract **(CAMC)** on account of contract awarded / to be awarded by M/s. Airports Authority of India to me / us.

I hereby authorize the Airports Authority of India in whose favour the deposit is made to close the subject Bank Guarantee before maturity / on maturity towards adjustment of dues without any reference / consent / notice from me / our side and the bank is fully discharged by making the payment to Airports Authority of India.

Name & Signature of the Depositor

Place:

Date:

RECEIPT FROM BANK

Signature with date and seal

**Bank Guarantee Format for Earnest Money Deposit (EMD)
(On Non-judicial stamp paper of minimum Rs.100/-)**

Bank Guarantee

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

Dear Sir,

1. We _____ (full name of the banker) having our registered Office at _____ (Address of Bank 's registered Office) hereby refer to the GeM Bid No. **GEM/2026/B/**_____ for Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares. (Name of Work) issued by the Airports Authority of India as purchaser.
2. M/s _____ (fill in the name of bidder) has approached the bank for providing a Bank Guarantee for **Earnest Money Deposit (EMD)** for participation in said tender.
3. Under the terms of said tender, the Bidder is required to provide a bank guarantee in a form acceptable to the purchaser for the amount of Rs _____ (amount in figures) (Rupees _____) on account of **Earnest Money Deposit (EMD)**.
4. We _____ Name of the Bank hereby give this Bank Guarantee No. _____ dated _____ for an amount of Rs _____ (amount in figures) (Rupees _____) on account of EMD.
5. Upon default of the tender, we, _____ (Name of the bank), do hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Airports Authority of India or any Officer authorized by it on its behalf any amount not exceeding Rs. _____ (amount of EMD) (Rupees _____) (in words) to the Airports Authority of India on behalf of the Bidder.
6. The determination of the fact of breach and the amount of damages sustained and or liability under the guarantee shall be in the sole discretion of the purchaser whose decision shall be conclusive and binding on the guarantor.
7. This bank guarantee is confirmed and irrevocable and shall remain in effect until _____ (the validity shall be for a period of **forty-five (45) days** beyond the final bid validity period) and such extended periods which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for Performance and alteration or change in any of the terms and conditions of the said tender.

Truly yours,

(Authorized Signatory of the Bank)

Format for Letter of Undertaking from the Depositor to the Bank
(To be submitted along with original **Earnest Money Deposit** (in case of BG))
(To be submitted in the Letter head of the firm)

The Branch Manager,
..... Bank,
.....

Sub: My / Our Bank Guarantee bearing No. dated for amount
..... issued in favor of Airports Authority of India A/C.....

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of **Earnest Money** on account of contract awarded / to be awarded by M/s. Airports Authority of India to me / us.

I hereby authorize the Airports Authority of India in whose favour the deposit is made to close the subject Bank Guarantee before maturity / on maturity towards adjustment of dues without any reference / consent / notice from me / our side and the bank is fully discharged by making the payment to Airports Authority of India.

Name & Signature of the Depositor

Place:

Date:

RECEIPT FROM BANK

Signature with date and seal

**Proforma for self-certification by bidder regarding percentage of local content
(TO BE SUBMITTED AT TIME OF TENDERING / BIDDING)**

(Scanned copy to be submitted by Bidder in PQC / Technical bid on letter head of the Company / Firm)

Name of Work: Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.

GeM Bid No.: GEM/2026/B/7801789

I, the undersigned, _____ (full name), do hereby certify, in my capacity as _____ of M/s _____ (**Name of company / Firm**) that:

- 1) I / we are competent to swear this certification on behalf of M/s _____ (**Name of company / Firm**).
- 2) I / we have read the Order(s) "**Public Procurement Policy (Preference to Make in India), order 2017**", as amended up to the last date of submission of bid, notified by Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry & Internal Trade (Public Procurement Section).

- 3) My / our offered **Effective Local Content** for this tender is as per below:

Sl. No.	Item	% of Local Content	Weightage of Unit Basic Item cost in Unit Basic Supply Cost of ATRS Lane	Location of local value addition
1.	ATRS Lane	_____ % (A)	_____ (C)	
2.	Accessories	_____ % (B)	_____ (1 - C)	
Effective Local Content (Weighted Average of both items)		= _____ % [(A x C) + {B x (1 - C)}]		

- 4) I / we are participating in the tender as '**Class-I local supplier**' / '**Class-II local supplier**' (strikeout, whichever is not applicable) as per Government of India, "**Public Procurement Policy (Preference to Make in India), order 2017**", as amended up to the last date of submission of bid.
- 5) I / we are not debarred / blacklisted by any procuring entity for violation of this order and the debarment is not in force as on last date of submission of bid.
- 6) I / we will submit filled and signed **Annexure-VI(B)** in sealed envelope to the bid manager (such that the values of **A**, **B** & **C** in above Table shall match with those as calculated in **Annexure-VI(B)** in original hard copy such that the document will reach before scheduled date of opening of price bid or as directed by AAI. In case of non-submission of this document till scheduled time and date, my / our bid shall be treated as non-Make in India bid.

Signature and name of the authorized signatory of the firm with Stamp

Date:

Place:

SELF CERTIFICATION BY BIDDER FOR DETAILS OF LOCAL CONTENT

(To be only submitted in sealed envelope to the O/o Bid Manager, before opening of Financial bid)

Name of work: Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.

GEM BID NO: GEM/2026/B/7801789

(I)(A) Details of Locally sourced imported items and Repackaged / Rebranded / Refurbished products originally sourced from outside India:

(To be excluded from Local Content and shall form part of Non-Local Content)

Sl. No.	Description of items	Country from which originally sourced	Cost in INR (excl. tax)	Cost in INR (incl. tax)
For ATRS Lane (One Unit)				
Sub-Total			_____ (G1)	
For Accessories (One Unit)				
Sub-Total			_____ (T1)	

(I)(B) Details of License / Royalties / Technical Expertise Cost etc. sourced from outside India:

(To be excluded from Local Content and shall form part of Non-Local Content)

Sl. No.	Description of License / Royalties / Technical Expertise Cost etc.	Cost in INR (excl. tax)	Cost in INR (incl. tax)
For ATRS Lane (One Unit)			
Sub-Total		_____ (G2)	
For Accessories (One Unit)			
Sub-Total		_____ (T2)	

(I)(C) Details of Imported Items / Materials / Accessories:

(Shall form part of Non-Local Content)

Sl. No.	Description of Items/ Materials / Accessories	CIF Amount in INR excl. Custom Duty and tax (As per conversion rate at the time of submission of Bid)	Custom duty in INR (excl. tax)	CIF Amount in INR incl. Custom duty (excl. tax)
For ATRS Lane (One Unit)				
Sub-Total			_____ (G3)	

For Accessories (One Unit)				
	Sub-Total			_____ (T3)

(II) **Details of Items / Materials / Accessories constituting Local Content:**
(Excluding details declared at Table (I)(A), (I)(B) and (I)(C) above)

Sl. No.	Description of Items / Materials / Accessories	Cost in INR (excl. GST)	Cost in INR (incl. GST)
For ATRS Lane (One Unit)			
	Sub-Total	_____ (G4)	
For Accessories (One Unit)			
	Sub-Total	_____ (T4)	

CALCULATION DETAILS:

Sl. No	Item Description	Formula	Value	Remarks
1.	% Local Content of ATRS Lane	$\frac{G4}{G1 + G2 + G3 + G4} * 100$		This Value shall be quoted as the value of 'A' in Annexure-VI(A) & Annexure-VII.
2.	% Local Content of Accessories	$\frac{T4}{T1 + T2 + T3 + T4} * 100$		This Value shall be quoted as the value of 'B' in Annexure-VI(A) & Annexure-VII.
3.	Unit Basic Supply Cost of ATRS Lane with Accessories (Y)	$G1+G2+G3+G4+T1+T2+T3+T4$		
4.	Weightage of Unit Basic cost of ATRS Lane in Unit Basic Supply Cost of ATRS Lane with Accessories	$\frac{G1 + G2 + G3 + G4}{Y}$		This Value shall be quoted as the value of 'C' in Annexure-VI(A) & Annexure-VII.

Signature of the Bidder with Company's Seal

Date:

Place:

PROFORMA FOR CERTIFICATE FROM STATUTORY AUDITOR / COST AUDITOR (IN CASE OF COMPANIES) OR FROM COST / CHARTERED ACCOUNTANT IN PRACTICE (FOR OTHER THAN COMPANIES) REGARDING PERCENTAGE OF LOCAL CONTENT (TO BE SUBMITTED AT TIME OF TENDERING / BIDDING)

(Scanned copy to be submitted by Bidder in PQC / Technical bid on Statutory Auditor / Cost Auditor / Cost Accountant / Chartered Accountant's letter head)

Name of Work: Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.

GeM Bid No.: GEM/2026/B/7801789

I / We _____ Name of Statutory Auditor / Cost Auditor (in case of companies) or Practicing Cost Accountant / Practicing Chartered Accountant (in case of other than companies) of M/s. _____ (**Name of Company / Accounting Firm**) hereby certify that M/s. _____ (**Name of Bidding Company / Firm**) meets the mandatory minimum Local Content requirement for '**Class-I local supplier**' / '**Class-II local supplier**' (strikeout, whichever is not applicable) as per Government of India, "**Public Procurement Policy (Preference to Make in India), order 2017**", as amended up to the last date of submission of bid, to participate in the above mentioned tender. Details of the **Effective Local Content** % for the subject tender is as per below:

Sl. No.	Item	% of Local Content	Weightage of Unit Basic Item cost in Unit Basic Supply Cost of ATRS with Tractor
1.	ATRS Lane	_____ % (A*)	_____ (C*)
2.	Accessories	_____ % (B*)	_____ (1 - C)
Effective Local Content (Weighted Average of both items)		= _____ % [(A x C) + { B x (1 - C)}]	

***Values of A, B & C in above Table shall match with those as calculated in Annexure-VI(B).**

Signature and name of the

Statutory Auditor / Cost Auditor / Cost Accountant / Chartered Accountant

with Stamp

UDIN No.....

Date:

Place:

**PROFORMA FOR CERTIFICATE FROM COST / CHARTERED ACCOUNTANT IN PRACTICE
REGARDING PERCENTAGE OF LOCAL CONTENT**

(TO BE SUBMITTED AT TIME OF EXECUTION / AFTER COMPLETION)

(To be submitted by Contractor / Supplier on Accountant's letter head during execution / within 15 days of completion of Supply)

Name of Work: Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.

GeM Bid No.: GEM/2026/B/7801789

1) I / We _____ [Name of Cost / Chartered Accountant in Practice] of M/s. _____ (**Name of Accounting company / Firm**) hereby certify that M/s. _____ (**Name of Contractor / Supplier Company / Firm**) has executed the subject contract with **Effective Local Content** as given below and the same is as per Government of India, "**Public Procurement (Preference to Make in India), Order 2017**", as amended up to the last date of submission of bid:

Sl. No.	Item	% of Local Content	Weightage of Unit Basic Item cost in Unit Basic Supply Cost of ATRS with Tractor
1.	ATRS Lane	_____ % (A)	_____ (C)
2.	Accessories	_____ % (B)	_____ (1 - C)
Effective Local Content (Weighted Average of both items)		= _____ % [(A x C) + {B x (1 - C)}]	

2) I / We further certify the following:

- a) Procurement / Supply of repackaged / refurbished / rebranded imported products as defined in Revision dated 19th July, 2024 of Public Procurement (Preference to Make in India) Order 2017 have been excluded from calculation of afore-stated percentage of local content.
- b) Cost of imported items sourced locally from resellers / distributors, i.e., the cost of locally-sourced imported items (incl. of taxes) including license / royalties paid / technical expertise cost etc. sourced from outside India have been excluded from the calculation of afore-stated percentage of local content.
- c) The cost involving services such as transportation, insurance, installation, commissioning, training and service support & maintenance etc. (as per tender conditions) have not been considered for calculation of afore-stated percentage of local content.

Signature and name of the Cost / Chartered Accountant in Practice-with Stamp

UDIN No.....

Date:

Place:

PRE-CONTRACT INTEGRITY PACT

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

AND

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

WHEREAS the Authority intends to award, under laid down organizational procedures, Tender/contract for **"Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares."**. The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/Contractors.

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

AND WHEREAS the Bidder is submitting a Tender to the Authority in response to the NIT (Notice Inviting Tender) dated Contractor is signing the contract for execution of **"Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares."**

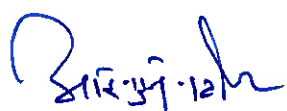
NOW, therefore,

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

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

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

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



1. Commitments of the Authority;

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

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

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

- 3.1 The Bidder/Contractor further undertakes
 - 3.1.1 That it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Authority.
 - 3.1.2 That it has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.

2012-11-12

- 3.2 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.3 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.4 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.5 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The Bidder/Contractor will inform to the Independent External Monitor, if
- a. He receives demand for an illegal/undue payment/benefit.
 - b. He comes to know of any unethical or illegal payment/benefit.
 - c. He makes any payment to any Authority's associate(s)
- 3.10 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall



be disclosed by the Bidder/Contractor at the time filing of Tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

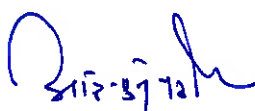
4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the Tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future Tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the sub-contractor(s) and associate(s) whose value of the work contribution exceeds Rs. 0.5 Crores (Rupees Zero point Five Crores) and to submit the same to the Authority along with the Tender document/contract before contract signing.
- 4.4. That sub-contractor(s)/associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs. 0.5 Crores. (Rupees Zero point Five Crs.) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/performing any act/function by such sub-contractor(s)/associate(s) in relation to the contract/work.
- 4.5 That the Authority will disqualify from the Tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

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

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

6. Sanctions for Violations/Disqualification from Tender process and exclusion from future Contracts.



- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:
- 6.1.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - 6.1.2 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - 6.1.3 If the Authority has disqualified/debarred the Bidder from the Tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
 - 6.1.4 To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - 6.1.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - 6.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - 6.1.7 To debar the BIDDER from participating in future bidding processes upto two years.
 - 6.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - 6.1.9 In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
 - 6.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - 6.1.11 That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
 - 6.1.12 That the Bidder/Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification/debarment of the bidder from the Tender process or the termination of the contract after award of the contract has caused no damage to the Authority.
- 6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.12 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of

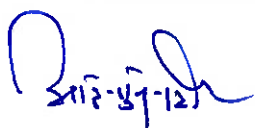


an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.
- 6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.
- 6.6. **Allegations against Bidders/Contractors/Sub-Contractors/Associates:** That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub-Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub-Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

7. Independent External Monitor(s),

- 7.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.
- 7.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.
- 7.3 That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.
- 7.4 That the Bidder/Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/Contractor/Sub-Contractors/Associates with confidentiality.
- 7.5 That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.



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

8. Facilitation of Investigation.

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

9. Law and Place of Jurisdiction.

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

10. Other Legal Actions

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

11. Pact duration (Validity)

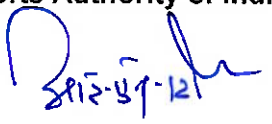
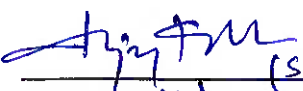
- 11.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 11.2. That if any claim is made/lodged during this period, the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

12. Company Code of Conduct



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

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER: Airports Authority of India  28.12.2016 Name of the Officer: Rajesh Nilkanth Shinde Designation: Executive Director (Tech.) Deptt./Ministry/PSU: Airport Authority of India Witness 1.  14.09.2016 C Sanjay G. Kupate, AOMCAS 2.  (S. Aruna) AOMCAS	BIDDER: _____ CHIEF EXECUTIVE OFFICER Witness 1. _____ 2. _____
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Form of Contract Agreement

(To be executed on minimum Rs.100/- or appropriate value, whichever is higher, of non-judicial stamp paper of the State where agreement is to be signed)

CONTRACT AGREEMENT NO.

This agreement is made and executed at -----(.) on this ----- day of ----- between Airports Authority of India as a statutory corporation incorporated under Airports Authority of India Act, 1995 having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi- 110003 through its {Engineer –In- Charge (Designation of Officer) of -----(Respective Airport)} (hereinafter referred to as “OWNER” or “AAI” which expression shall include its Administrators, Successors, Executors and Assigns) of the one part and M/s. referred to as “CONTRACTOR” which expression shall include its Administrators, Successors, Executors and permitted assigns of the other part.

Whereas, Airports Authority of India is desirous of getting the work of **“Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares”** (Hereinafter called the “WORK”) done and had invited tenders for this work as per tender documents. And Whereas, M/s has participated in the above referred bidding vide their tender dated and AAI has accepted their aforesaid proposal and awarded the work to as per terms and conditions contained in its award Letter Number and documents referred to therein which have been accepted by resulting into a “CONTRACT”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

ARTICLE 1.0 AWARD OF CONTRACT

Airports Authority of India has awarded the contract to for the work of **“Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares”** with the terms and conditions contained in its award letter and the documents referred to therein. The award has taken with effect from i.e., the date of issue of aforesaid letter. The terms and expression used in this Agreement shall have the same meaning as are assigned to them in the “CONTRACT DOCUMENTS” referred to in the succeeding article.

ARTICLE 2.0 CONTRACT DOCUMENTS

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

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

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

ARTICLE 3.0 (CONDITION OF CONVENANTS)

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

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

ARTICLE 4.0

4.1 SETTLEMENT OF DISPUTES

It is specifically agreed by and between the parties that all the difference or disputes arising out of the Agreement of touching the subject matter of the Agreement shall be decided by process of settlement and arbitration, as specified in Clause 2.21, Section-B of ATC document and the provision of the Indian Arbitration Act, 1996 with latest amendments up to date, if any, shall apply and Delhi Court alone shall have exclusive jurisdiction over the same.

4.2 NOTICE OF DEFAULT

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

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

SIGNED FOR AND ON BEHALF OF
AAI

SIGNED FOR AND ON BEHALF OF
CONTRACTOR

WITNESS:

- 1.
- 2.

Proforma for Commissioning & Training Certificate for ATRS Lane

This is to certify that No.(s) of ATRS Lane received on dated..... has / have been commissioned at Airport on dated and Training was imparted to Nos. of Employees from..... to (date) by Shri, Designation of M/s.....

The Site Acceptance Test (SAT) is carried out as per Approved SAT procedure. The duly filled up and signed SAT Report is attached herewith.

The list of the official(s) to whom the training was imparted is as under: -

Sl. No.	Name of Official	Designation	Signature of Official

Signature of Technical In charge

Region / Airport.....

Date

Form of Supplementary Agreement

(To be executed on minimum Rs.100/- or appropriate value, whichever is higher, of non-judicial stamp paper of the State where agreement is to be signed)

This Supplementary License Agreement is made at ___ on ___ day of ___ (month), 20__ executing and supplementing the agreement no. _____ dated _____ for **Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.** (hereinafter referred to as main agreement) by and between:

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

And

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

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

1. That WHEREAS the Supplier has substantially completed the **Supply** of items described in and covered by the Main Agreement _____ except the item mentioned in the schedule annexed to this Agreement; and whereas both the parties are desirous that the items mentioned in the schedule annexed to this agreement should be executed by the Supplier after the completion of **Supply** of said equipment or after the completion of guarantee/ Defect Liability period as covered by Main Agreement _____,
2. Whereas both parties have agreed to execute main agreement. Now this deed is witnessed as under:
 - a) That the Supplier shall and will execute the work covered by the items mentioned in the schedule annexed to this agreement at the rates and as per the terms and conditions of the Main Agreement _____ whenever called upon to do so by the AS-In-Charge, within stipulated period from the date hereof.
 - b) That the Supplier shall have absolutely no claim of whatsoever nature against Authority for doing the work mentioned in the schedule annexed to this Agreement as required under clause (a) above, except the Payment as stipulated in relevant clause(s) of Main Agreement.
 - c) That the Supplier shall be liable to execute all other items arising out of the Main Agreement which in the opinion of the ASI-In-Charge are necessary.

- d) That the Supplier shall commence working on items mentioned in the schedule annexed to this Agreement, as per timeline mentioned in the main agreement or as extended by the AS In-charge from time to time.
 - e) That on the due execution and completion of this agreement by the parties, the bill of the Supplier in relation to the work already executed by Supplier under the Main Agreement shall be provisionally finalized by the first party and payment on account, if any amount is due, shall be made to the Supplier subject to Authority right to retain such amount as is considered reasonable as a security for the execution of the work mentioned in the schedule annexed to this agreement and Authority shall have the right to deal with the said amount of security as it deems proper under the terms and conditions of the Main Agreement.
 - f) Further, on the execution and completion of this supplementary agreement, the Supplier shall be entitled to claim back security deposit as mentioned in Clause (d) above relating to the work in question, subject to the right of the first party to retain such amount as he thinks reasonable as mentioned above soon after the CAMC period of 84 months month(s), as the case may be mentioned in Clause No. _____ of the original agreement, is over.
 - g) That the final bill relating to work under the Main agreement and Supplementary Agreement will be prepared separately after the completion of the work covered by both Agreements.
3. Except as modified by this agreement the Main Agreement shall remain in the full force and effect.

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

[Note: Section C and Section-C1 & Section C-2 of the ATC document to be annexed as 'Schedule' to this Supplementary Agreement]

(Signature of Supplier)

(Signature of accepting authority)
For and on behalf of Chairman,
Airports Authority of India

(Signature of Witness)

(Signature of Witness)

Name & Address of witness _____
witness _____

Name & Address of

Proforma for declaration by Bidder for compliance of order on Restriction under Rule 144(xi) of the General Financial Rules (GFRs)-2017

(Scanned copy to be submitted by Bidder in PQC / Technical bid on letter head of Company/Firm)

Name of Work: Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.

GEM BID NO: GEM/2026/B/7801789

I, the undersigned, _____ (full name), do hereby declare, in my capacity as _____ of M/s. _____ **(Name of company / Firm)** that:

- 1) I am competent to swear this undertaking on behalf of M/s. _____ **(Name of company / Firm)**
- 2) I have read the Order(s) on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 and its revisions thereof, regarding mandatory requirement of registration with the Competent Authority in India for procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order(s).
- 3) I certify that M/s. _____ **(Name of company / Firm)** is not from such a country or, if from such a country, has been registered with the Competent Authority **(strike out whichever is not applicable)**. I hereby certify that M/s. _____ **(Name of company / Firm)** fulfils all requirements in this regard and is eligible to be considered. **[Where applicable, evidence of valid registration with the Competent Authority is attached.]**
- 4) I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement / Technology Collaboration Agreement (TCA).

I certify that M/s. _____ **(Name of company / Firm)** does not have any ToT arrangement / TCA requiring registration with the Competent Authority **OR** I certify that M/s. _____ **(Name of company / Firm)** has valid registration to participate in this procurement. **(strike out whichever is not applicable)**
- 5) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s. _____ **(Name of company / Firm)** is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Procurement Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 and its revisions thereof.

(Signature and name
of the authorized signatory
of the firm with Stamp)

Date:Place:

Proforma for Request letter: Transmission of Bank Guarantee Cover Message
(To be submitted by applicant to BG issuing bank)

Date:

The Manager,

..... (Bank)

..... (Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear Sir /Madam,

I / We, ..., request you to include unique identifier-----
----- in field 7037 of the SFMS cover messages IFN 760COV (for BG issuance) and IFN 767COV (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC• ICIC0000007).

Thanking you,

.....

(Vendor / Customer / Concessionaire)

Power of Attorney Format

(To be submitted, if applicable)- Refer Para 17.4 of Section A

(Bidder shall submit irrevocable power of attorney on a non-judicial stamp paper of minimum Rs.100/- signed by authorized signatory as per Memorandum of Articles authorizing the person(s), who are signing this bid on behalf of the company)

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY executed on _____ we _____, a Company incorporated under the provisions of companies Act, 1956 / OR (in case of Overseas Company- reference may please be made to Company registering authority in that country) _____ having its Registered Office at _____ (hereinafter referred to as the "Company") do hereby severally appoint, constitute and nominate _____, official(s) of the Company, so long as they are in the employment of the Company (hereinafter referred to as the "Attorneys") to sign agreement and documents with regard to Bid No. _____ due on _____ invited by Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi – 110 003 for **Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares** and to do all other acts, deeds and things the said Attorneys may consider expedient to enforce and secure fulfilment of any such agreement in the name and on behalf of the Company.

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

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

By order of the Board

For _____
(_____)
Authorized Signatory

Witness:

Name & Signature of 1st Witness: _____

Name & Signature of 2nd Witness _____

Attorney Signature of _____

Attorney Signature of _____

(Attested)
(_____)
Authorized Signatory

<Attorney: Authorize to sign the tender document>

<Authorized signatory: Who is authorizing the attorney to sign the tender documents>

Form of Parent Company Undertaking

(To be submitted on letter head of Tenderer's Ultimate Parent Company)

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

Subject: Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.

Dear Sirs,

We refer to the accompanying Tender for the subject mentioned Work ("Work") by _____ (Name and address of Indian Subsidiary) ("TENDERER") of which we are the ultimate holding company, and hereby request Airports Authority of India, Corporate Head Quarters, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110 003 (AAI) to enter into a contract with _____ (Name of Indian Subsidiary) ("TENDERER") for the same. We hereby give our consent to use our work experience and / or Turnover by _____ (Name of Indian Subsidiary) ("TENDERER") for the above referred tender. We also undertake that the said work experience credentials have not been used by any of our other Indian subsidiary company / firm / branch or by us for the said tender. In the event of our Indian Subsidiary Company doing so and in consideration of AAI entering into such contract ("AGREEMENT"), we do hereby enter into the following unconditional and irrevocable undertaking with AAI that:

1. We guarantee that our Indian Subsidiary TENDERER shall duly perform all its obligations contained in the AGREEMENT.
2. We shall provide all required technical support, technical knowhow and will take full responsibility and liability of bidding by our Indian subsidiary company / firm or branch, till the successful completion of contract period. We further undertake that there shall not be any issue regarding transfer of relevant rights and liabilities including Intellectual Property Rights.
3. If our Indian Subsidiary TENDERER shall in any respect fail to perform its obligations under AGREEMENT or shall commit any breach thereof, we undertake, on simple demand by AAI, to perform or to take whatever steps may be necessary to achieve Performance of said obligations under AGREEMENT and shall indemnify and keep indemnified AAI against any loss, damages, claims, costs and expenses which may be incurred by AAI by reason of any such failure or breach on the part of our Indian Subsidiary TENDERER.
4. Our guarantee and undertaking hereunder shall be unconditional and irrevocable and, without prejudice to the generality of the foregoing, we shall not be released or discharged from our liability hereunder by:
 - a) Any waiver of forbearance by AAI of or in respect of any of our Indian Subsidiary TENDERER's obligations under AGREEMENT whether as to payment, time, Performance or otherwise howsoever or by any failure by AAI to enforce AGREEMENT or this instrument, or
 - b) Any alteration to, addition to or deletion from AGREEMENT or the scope of the services to be performed under AGREEMENT or

c) Any change in the shareholding relationship between ourselves and our Indian Subsidiary TENDERER and our guarantee and undertakings hereunder shall continue in force until all our Indian Subsidiary TENDERER 's obligations under AGREEMENT and all our obligations hereunder have been duly performed.

5. This document shall be construed and take effect in accordance with the laws of the Republic of India.

Signed : _____ Yours faithfully,

Name & Designation : _____

Date : _____

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

Sample Deed of Novation

This deed of novation is made on this [] day of [] month, [] (herein referred to as “**Novation Deed**”), by and between:

1. **Airports Authority of India**, a body corporate constituted by the central government under the Airports Authority of India Act, 1994 and having its corporate office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003, India (hereinafter referred to as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns);
2. [], a company incorporated under the provisions of the Companies Act, 2013, having corporate identification number [] and its registered office at [] (hereinafter referred to as the “**Concessionaire**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes); and
3. [], a [insert nature of entity] [incorporated / registered] under the [insert legislation], with its registered office at [] (hereinafter referred to as “**Counterparty**”, which expression shall include its successors).

“**Authority**”, “**Concessionaire**”, and the “**Counterparty**”, are individually referred to as “**Party**” and collectively as “**Parties**”.

Whereas:

- A. The Authority and Counterparty had entered into an agreement dated [], a copy of which is attached to this Novation Deed as Appendix-A (hereinafter referred to as “**Novated Agreement**”);
- B. The Authority has entered into a concession agreement dated [] with the Concessionaire (“**Concession Agreement**”) for the operations, development and management of [Insert name of Airport] located at [Insert name of city where Airport is located] in the State of [Insert name of state where Airport is located];
- C. The Concession Agreement, inter alia, provides for the Novation of certain contracts of the Authority in favour of Concessionaire, including the Novated agreement.
- D. The Authority wishes to novate the Novated Agreement by novating all its rights and obligations thereunder in favour of the Concessionaire; and
- E. The Counterparty agrees to such novation on the terms and conditions stated in this Novation Deed.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Novation Deed, the Parties hereby agree as follows:

1. On the COD (as defined in the Concession Agreement), the Novated Agreement shall stand novated such that:
 - (a) The Authority shall be replaced by the Concessionaire;
 - (b) The Counterparty shall henceforth enforce its rights against and perform its obligations for the benefit of the Concessionaire in place of the Authority under the Novated Agreement; and
 - (c) The Concessionaire shall henceforth acquire all the rights and obligations of the Authority under the Novated Agreement.

2. As between the Concessionaire and the Counterparty, the Novated Agreement shall remain in force on the same terms and conditions as before, save for the novation as set out in Clause 1 above.
3. The Counterparty consents to such novation and waives any prohibition, restriction or conditions in the Novated Agreement against novation thereof by the Authority to the Concessionaire.
4. As between the Authority and the Concessionaire, but without prejudice to the rights of the Counterparty, the Concession Agreement shall be binding, and in case of any conflict between the Concession Agreement and the Novation Deed, the Concession Agreement shall prevail.
5. Any dispute arising under this Novation Deed shall be referred to arbitration in accordance with provisions of the Arbitration and Conciliation Act, 1996, by an arbitral tribunal comprising 3 (three) arbitrators, 1 (one) each to be appointed by the claimants collectively and the respondents collectively and third to be appointed by the 2 (two) arbitrators so appointed. The place of such arbitration shall be New Delhi and the language of the arbitration proceedings shall be English.
6. Subject to clause 5 above, the courts in New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Novation Deed.

In witness whereof, the Parties hereto have set their hands and seal on the day, month and year written above:

For and on Behalf of the Authority:

[.]

For and on Behalf of the Concessionaire:

[.]

For and on Behalf of the Counterparty:

[.]

Note: - This deed is for reference purposes only and may be amended by AAI on a case to case to basis as may be required.

FORMAT FOR UNDERTAKING TO BE SUBMITTED BY FOREIGN OEM HAVING TECHNOLOGY COLLABORATION AGREEMENT / TRANSFER OF TECHNOLOGY AGREEMENT WITH INDIAN BIDDER FOR INDIGENOUS MANUFACTURING OF EQUIPMENT

(Scanned copy to be submitted by Bidder in PQC /Technical Bid on letter head of Foreign OEM)

To,
The Bid Manager,
Airports Authority of India,

Name of Work: Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.

GeM Bid No.: GEM/2026/B/7801789

Dear Sir,

We refer to the accompanying Tender for the subject work by _____ (Name and address of Indian Bidder) ("TENDERER").

We _____ (Name and address of Foreign OEM) are **OEM of ATRS Lane.**

We hereby certify that M/s. _____ (Name of Indian Bidder) ("TENDERER") is manufacturing the _____ (Name of equipment) under license through Technology Collaboration Agreement / Transfer of Technology Agreement with us with clear phasing of increase in Local Content.

We hereby give our consent to use our work experience by _____ (Name of Indian Bidder) ("TENDERER") for the above referred tender.

We hereby undertake that we will ensure supply of necessary spare parts of our equipment supplied by Indian Bidder for the entire contract period and will also provide full technical assistance to AAI to rectify any failure in our equipment as & when required by AAI during & after DLP up to completion of contract period.

Yours Faithfully,

Signature:
Name & Designation:
Date:
Place:.....
Stamp:.....

(Foreign OEM)

**FORMAT FOR UNDERTAKING TO BE SUBMITTED BY INDIAN BIDDER HAVING
TECHNOLOGY COLLABORATION AGREEMENT / TRANSFER OF TECHNOLOGY
AGREEMENT WITH FOREIGN OEM FOR INDIGENOUS MANUFACTURING OF
EQUIPMENT**

(Scanned copy to be submitted by Bidder in PQC / Technical bid on letter head of
Company)

To,
Bid Manager,
Airports Authority of India,

**Name of Work: Supply, Installation, Integration, Testing & Commissioning of
Automatic Tray Retrieval System (ATRS) lane with existing Dual View
HB XBIS at various Airports with one-year onsite warranty and Seven
years Comprehensive Annual Maintenance Contract with spares.**

GeM Bid No.: GEM/2026/B/7801789

I / We, the undersigned, _____ (full names), do hereby declare,
in my capacity as _____ of M/s _____ (**Name of
Indian Bidder**) that:

- 1) I / We am / are competent to swear this undertaking on behalf of M/s. _____
(**Name of Indian Bidder**).
- 2) I / We hereby undertake that I / We are indigenously manufacturing the _____
(**Name of equipment**) under license through Technology Collaboration Agreement /
Transfer of Technology Agreement with _____ (**Name of Foreign OEM**)
with clear phasing of increase in Local Content. The copy of agreement is attached.
- 3) The address(es) of Manufacturing Facility(ies) in India, where above referred
equipment is manufacturing, is / are _____ (**Complete address(es) of
Manufacturing facility(ies) in India**).

Signature and name of the authorized signatory of the firm
with Stamp

Date:

Place:

Request Letter for appointment of Arbitrator

The Chairman / Member / Regional Executive Director,
Airports Authority of India,

SUB: Request for appointment of arbitrator under Clause of the
_____ agreement dated _____ for _____.

Sir / Madam,

1. We state that _____ (Name of contractor / agency) was awarded the work _____ of _____ through Award Letter No. _____ / GeM Contract No. _____ dated _____.
2. Dispute related to _____ arose between us (Name of contractor / agency) and AAI.
3. On _____ (date), dispute was referred to Mediation as per AAI Mediation Policy and any settlement on the following claims / disputes was not reached between the parties:
 - (i)
 - (ii)
 - (iii)
4. A concise statement along with claim in respect of each of such disputes is attached herewith.
5. In view of the above, we invoke arbitration under clause _____ of the _____ agreement between us and AAI and as per provision to Section-12(5) of the Arbitration & Conciliation Act, 1996, we hereby agree and request the Chairman / Member / Regional Executive Director AAI to appoint arbitrator from AAI's panel of arbitrators.
6. I / We also give my / our consent for appointing any of an arbitrator from AAI's approved panel of arbitrators, as per paragraph-5 above.

Thanking you,

(_____)

Authorized signatory of contractor

Encl: As above

PROFORMA FOR FINANCIAL INFORMATION (TURNOVER)

(Scanned copy to be submitted by Bidder in PQC / Technical Bid on Chartered Accountant's letter head)

Name of Work: Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.

GEM BID NO: GEM/2026/B/7801789

Name of Bidder: _____

1. Financial Analysis - Details to be furnished: Turnover with profit / loss as per figure in balance sheet account for the last three years duly certified by the Chartered Accountant as submitted by the applicant to the Income - Tax Department.

Sl. No.	Particular	Financial Year (Last three years)		
		FY____	FY____	FY____
1.	Turnover	Rs_____	Rs_____	Rs_____
2.	Profit / Loss after Taxes (Standalone)	Rs_____	Rs_____	Rs_____

Signature of Chartered Accountant

Name of Chartered Accountant.....

Membership No. of ICAI.....

Stamp

UDIN No.....

Signature and name of the authorized signatory of the firm with Stamp

Date:

Place:

Check List

(To be uploaded in PQC / Technical bid)

Name of Work: Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.

GeM Bid No.: GEM/2026/B/7801789

Sl. No.	General	Particulars / Documents	Enclosure Check List								
PQC / Technical Bid shall contain the following documents: -											
1	Name..... Registered office address E-mail Contact No.....	Scanned copy of Valid Certificate of Incorporation for Public / Private Limited Company / firm issued by Appropriate Authority. Registered partnership deed in case of Partnership firm or Copy of certificate / licence issued by appropriate Authority / Department / Body / GST certificate in case of proprietary firms.	Copy Enclosed: Yes / No								
2	<table><tr><td colspan="2">Criteria of Bidders as per Section-A:</td></tr><tr><td>4(i)</td><td>Class-I & Class-II local supplier having own work experience.</td></tr><tr><td>4(ii)</td><td>Class-I & Class-II local suppliers who are 100% Indian subsidiaries of Foreign parent company and utilizing their work experience.</td></tr><tr><td>4(iii)</td><td>Class-I & Class-II local suppliers having Technology Collaboration Agreement / Transfer of Technology Agreement with Foreign OEM for indigenous manufacturing of ATRS Lane and utilizing their work experience.</td></tr></table>	Criteria of Bidders as per Section-A:		4(i)	Class-I & Class-II local supplier having own work experience.	4(ii)	Class-I & Class-II local suppliers who are 100% Indian subsidiaries of Foreign parent company and utilizing their work experience.	4(iii)	Class-I & Class-II local suppliers having Technology Collaboration Agreement / Transfer of Technology Agreement with Foreign OEM for indigenous manufacturing of ATRS Lane and utilizing their work experience.	Specify the criteria under which bidder is submitting the bid i.e. 4(i) / 4(ii) / 4(iii).	Copy Enclosed: Yes / No
Criteria of Bidders as per Section-A:											
4(i)	Class-I & Class-II local supplier having own work experience.										
4(ii)	Class-I & Class-II local suppliers who are 100% Indian subsidiaries of Foreign parent company and utilizing their work experience.										
4(iii)	Class-I & Class-II local suppliers having Technology Collaboration Agreement / Transfer of Technology Agreement with Foreign OEM for indigenous manufacturing of ATRS Lane and utilizing their work experience.										
3	Proof of being an OEM of ATRS lane	Scanned copy of Certificate along with undertaking as per para 17.2 (a) / 17.2 (b) / 17.2 (c), as applicable .	Copy Enclosed: Yes / No								
4	Earnest Money Deposit (EMD)	Proof of payment of EMD through online mode. In case EMD is not paid online, then scanned copy of BG as per	Copy Enclosed: Yes / No								

Sl. No.	General	Particulars / Documents	Enclosure Check List
		Annexure – V(A) along with SFMS and scanned copy of Annexure – V(B). In case exemption from payment of EMD is claimed, then valid MSE (UDYAM) registration certificate for relevant category (i.e., manufacturer of ATRS Lane to be uploaded.	
5(i)	Undertaking regarding “ Unconditional Acceptance of AAI’s Tender Conditions ”.	Scanned copy of Undertakings as per proforma given at Annexure-I .	Copy Enclosed: Yes / No
5(ii)	Undertaking regarding “ Blacklisting / Debarment / Restraint ”.		
5(iii)	Undertaking regarding compliance of “ Minimum Wages ”.		
5(iv)	Undertaking regarding “ Plant & Machinery ”.		
5(v)	Undertaking regarding “ Availability of spares ”.		
5(vi)	Undertaking regarding “ After Sales Services ”		
5(vii)	Undertaking regarding compliance of “ Standards and Specifications ”		
5(viii)	Undertaking regarding having “ Adequate Facilities for Comprehensive Maintenance ”.		
5(ix)	Undertaking regarding “ GST Registration & complying its provisions ”.		
6	Power of Attorney (POA), if applicable . In addition, Board resolution or Partnership deed or proprietorship deed regarding Authority to assign Power of Attorney to be submitted.	Scanned Copy of Power of Attorney as per Annexure XV . Refer Para 17.4 of Section-A.	Copy Enclosed: Yes / No
7	Signed Pre-Contract Integrity Pact	Scanned copy of Signed Integrity Pact as per Proforma given at Annexure – IX	Copy Enclosed: Yes / No
8	Digitally / duly signed ATC document along with all corrigenda, addenda, AAI reply to pre-bid queries, etc. as a proof that bidder has read and understood all the terms and conditions of tender.	Scanned copy of the documents.	Copy Enclosed: Yes / No
9	Undertaking for non-restriction from bidding.	Scanned copy of Annexure-XIII and copy of Registration certificate of the bidder with Competent Authority, if applicable.	Copy Enclosed: Yes / No

Sl. No.	General	Particulars / Documents	Enclosure Check List
10	Undertaking by bidder for being Class-I Local Supplier or Class-II Local Supplier	Scanned copy of undertaking as per Proforma given at Annexure-VI(A)	Copy Enclosed: Yes / No
11	Certificate from the Statutory Auditor or Cost Auditor of the company (in the case of companies) OR from a practicing cost accountant or practicing chartered accountant (in case of suppliers other than companies) regarding Local Content	Scanned copy of undertaking as per Proforma given at Annexure- VII	Copy Enclosed: Yes / No
12	Permanent Account Number (PAN) and GST Registration certificate.	Scanned copy of PAN & GST Registration certificate	Copy Enclosed: Yes / No
13	In case of 100% Indian subsidiary / Branch of Foreign Principal company utilizing credentials of Foreign Principal company / firm:		
(a)	Audited Balance sheet showing equity holdings patterns between the Foreign principal company / firm and their wholly owned Indian subsidiary company / firm OR Certificate by the Chartered Accountant / Auditor of Foreign Principal company / firm showing equity holding patterns between the Foreign Principal company / firm and their wholly owned Indian subsidiary company / firm OR Duly notarized certificate by the Foreign Principal company / firm that the Indian subsidiary company / firm is their wholly owned subsidiary / branch and may be allowed to participate in the AAI tender	Scanned copy of Audited Balance Sheet or Certificate by the company Chartered Accountants / Auditors or Duly notarized certificate by the Foreign Principal company / firm.	Copy Enclosed: Yes / No
(b)	Certificate in respect of Foreign Principal company / firm regarding being an OEM of Automatic Tray Retrieval System (ATRS) Lane.	Documents as per para 17.11 (v)	Copy Enclosed: Yes / No
(c)	Undertaking from Foreign Principal company / firm on its letterhead to provide all required technical knowhow to Indian firm for successful completion of the project and non-usage of credentials by any other Indian subsidiary company / firm / branch or by them i.e., the Foreign Principal company / firm itself, for the same tender.	Scanned copy of Undertaking as per Proforma given at Annexure-XVI	Copy Enclosed: Yes / No
14	In case, Indian bidder is manufacturing the equipment in India under a license from a Foreign OEM, who holds Intellectual Property Right(s) and having Technology Collaboration Agreement / Transfer of Technology Agreement with		

Sl. No.	General	Particulars / Documents	Enclosure Check List
	Indian Bidder for indigenous manufacturing of ATRS Lane developed abroad with clear phasing of increase in local content:		
(a)	Certificate in respect of Foreign Company / Firm regarding being an OEM of Automatic Tray Retrieval System (ATRS) lane	Documents as per para 17.12 (b)	Copy Enclosed: Yes / No
(b)	Undertaking from Foreign OEM having Technology Collaboration Agreement / Transfer of Technology Agreement with Indian Bidder for indigenous manufacturing of ATRS Lane, allowing Indian bidder to use its credentials and to ensure supply of spares & provide full support to AAI during and after DLP up to the completion of contract period.	Scanned copy of undertaking as per Proforma given at Annexure-XVIII.	Copy Enclosed: Yes / No
(c)	Undertaking from Indian bidder declaring the equipment which is being manufactured by them under license from Foreign OEM.	Scanned copy of undertaking as per Proforma given at Annexure-XIX.	Copy Enclosed: Yes / No
(d)	Copy of Technology Collaboration Agreement / Transfer of Technology Agreement between Indian Bidder and Foreign OEM for indigenous manufacturing of ATRS Lane with clear phasing in increase in Local Content.	Scanned copy of Technology Collaboration Agreement / Transfer of Technology Agreement.	Copy Enclosed: Yes / No
15	Certificate from clients / end users of having satisfactorily completed works as per Clause 17.13.1 of Section-A meeting the below criteria - Value Criteria: a) One work of value equal to ₹ 1,31,83,86,867.00 or more (excluding GST) OR b) Two separate Works, each for a value equal to ₹ 82,39,91,792.00 or more. (excluding GST) OR c) Three separate Works, each for a value equal to ₹ 65,91,93,434.00 or more (excluding GST) Quantity Criteria: d) One work order of quantity equal to 32 (Thirty-Two) Nos. or more. OR e) Two separate work orders, each for a quantity equal to 20 (Twenty) Nos. or more. OR	Details of the Three / Two / One works for Value AND Quantity, as applicable	Copy Enclosed: Yes / No

Sl. No.	General	Particulars / Documents		Enclosure Check List										
	f) Three separate work orders, each for a quantity equal to 16 (Sixteen) Nos. or more. Client / End-user certificate for experience (along with copy of corresponding award letter / purchase order / agreement) shall be as per format given at Clause 17.13.3 of Section-A.													
16	In case of bidders showing work experience certificate from non-government / non-PSU organizations, Tax Deduction at Sources (TDS) certificate(s) along with a UDIN generated certificate issued by registered Chartered Accountant, clearly specifying the name of work, total payment received against the work and TDS amount for the work, shall be submitted. In case the Indian bidder is using the work experience of their Foreign OEM to meet the experience criteria, the document(s) equivalent to TDS as per Clause 17.13.2 of Section-A shall be submitted.	Scanned copy of TDS certificate(s) with UDIN generated CA certificate / other equivalent documents		Copy Enclosed: Yes / No										
17	Average Annualized financial Turnover of at least ₹ 49,43,95,075.00 or equivalent during last three financial years ending 31 st March, 2025 or 31 st December, 2025 as the case may be in their country. (as applicable).	<table><tr><th>Year</th><th>Turnover (in INR)</th></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td>Average Turnover</td><td></td></tr></table>	Year	Turnover (in INR)							Average Turnover		Scanned copy of undertaking as per Proforma given at Annexure-XXI along with copy of UDIN generated balance sheet and Profit & Loss Account of the bidder for the last three financial years	Copy Enclosed: Yes / No
Year	Turnover (in INR)													
Average Turnover														
18	Any concession / exemption under registration with NSIC / MSE	Scanned Copy of the relevant documents as per Clause 25 of Section-A.		Copy Enclosed: Yes / No										
19	Statement of compliance with make & model, duly signed for the offered technical specifications	Scanned Copy of duly filled and signed Section – D .		Copy Enclosed: Yes / No										
20	The bidder should submit relevant supporting documents / technical brochure against the technical parameters for which compliance is being given.	Scanned copies of the supporting documents as per Clause 19.1 of Section-A.		Copy Enclosed: Yes / No										

Sl. No.	General	Particulars / Documents	Enclosure Check List
21	Details of Maintenance Activities proposed to be carried out during CAMC period as per supplier / manufacturer standards.	Copies of the documents as per Clause 19.2 of Section-A.	Copy Enclosed: Yes / No
22	Responsibility for the design, construction, and performance of all component parts of the complete equipment and its accessories	Scanned copy of Self-certificate as per Clause 19.3 of Section-A.	Copy Enclosed: Yes / No

Place:

Date:
Stamp

Authorized Signatory of the Company / Firm with

Declaration

I (Name of Bidder) hereby declare that the documents submitted / enclosed are true and correct. In case any document at any stage found fake / incorrect, suitable action as may be deemed fit by AAI can be taken against me.

Place:

Date:
Stamp

Authorized Signatory of the Contractor / Firm with

AAI ULTIMATE USER CONSIGNEE SITES

Name of work: Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.

Sl. No.	Airport	Nos. of ATRS Lanes
1	Patna	6
2	Vijayawada	6
3	Trichy	7
4	Goa	5
5	Pune	8
6	Calicut	3
7	Udaipur	5
Total ATRS lanes		40

Note: AAI may change ultimate user Consignee sites as per requirement.

UNPRICED BILL OF MATERIAL WITH MAKE & MODEL

TO BE SUBMITTED BY THE BIDDER ALONG WITH TECHNICAL BID (PACK - 3)

Name of work: Supply, Installation, Integration, Testing & Commissioning of Automatic Tray Retrieval System (ATRS) lane with existing Dual View HB XBIS at various Airports with one-year onsite warranty and Seven years Comprehensive Annual Maintenance Contract with spares.

We hereby undertake that:

1. We will provide the following Make(s) & Model(s) for the goods / items or sub-assemblies of ATRS tabulated below: -

Sl. No.	DESCRIPTION OF ITEM	QTY	MAKE OFFERED	MODEL NO./ PART NO.	REMARKS
1.	ATRS				
2a.	UPS				
2b.	UPS Batteries				
3.	CVT				
4.	Power Distribution Panel				
5.	Any other item required				

2. In case, if we have indicated more than 01 (One) Make & Model against goods / items or sub-assemblies of ATRS as above, we shall provide requisite documents for technical evaluation for only 01 (One) of the above submitted Make(s) & Model(s).
3. The above-mentioned List of deliverables shall be supplied along with other items, which are required for the SITC of ATRS. The other items shall be added to this list only.

Dated:

Signature of the bidder

Name: _____

Telephone: _____

Fax: _____

E-mail: _____

Stamp: _____

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