

**TENDER DOCUMENT FOR
PROCUREMENT OF FIREWALL
January 2023**

**Alliance Air Aviation Ltd.
IGI Terminal 1 Palam Airport New
Delhi 111037**



ALLIANCE AIR AVIATION LIMITED
IGI AIRPORT, TERMINAL-1, NEW DELHI-
110037

TENDER DOCUMENT

Sub: Procurement of Firewall with three years subscription

(I) INTRODUCTION

Alliance Air Aviation Limited a company incorporated under the Companies Act 1956, having its registered office at Alliance Bhawan, IGI Airport, Terminal-1, New Delhi-110037,(hereinafter referred to as 'AAAL'), invites sealed/closed bids under two bid systems from eligible bidders (hereinafter referred to as 'Bidder(s)') meeting the Technical Bid Evaluation Criteria mentioned at Annexure III of the Tender and also complying with other terms and conditions of the subject Tender, for Firewall (Network security) for Alliance Air Aviation Limited (AAAL) on a comprehensive basis in complete accordance with this Tender.

(II) PURPOSE OF THE TENDER

Alliance Air Aviation Limited (hereinafter referred to as AAAL or the Principal Employer qua the successful bidder), invites sealed bids (Under the Two Bid System) from eligible bidders (herein after being referred to as Service provider) meeting the Technical and Price Bid Evaluation Criteria specified in this tender document, for Firewall (Network security) for Alliance Air Aviation (AAAL) on a comprehensive basis in complete accordance with thistender. (Refer to SECTION D for location information)

(III) SUMMARY OF BIDDING INFORMATION

| | | |
|----|--|---|
| 1 | No. and Name Of the Tender: | Tender No.: AAAL/IT/2022-23/302 Firewall (Network security) for Alliance Air Aviation Limited (AAAL) |
| 2 | Contract Period: | Three years from the date of commencement after awarding of the contract (extendable for a further period of two years) as detailed in the tender document |
| 3 | Availability of Bidding Document: | From 10 February 2023 , (The Tender can be downloaded from AAAL"s website (www.allianceair.in)) |
| 4 | Last date/ time for submission of Bid documents("Due Date/Time") | 16 February 2023, 04:00 PM |
| 5 | Place of Submission of Bids | MMD, Alliance Bhawan, IGI Airport, Terminal-1, New Delhi-110037 |
| 6 | Time and Date of Opening of | (i) Technical Bid - 17 February 2023, at 11:00 AM |
| 7 | Place of Opening of Bids | At the Office of MMD, Alliance Bhawan, IGI Airport, Terminal-1, New Delhi-110037 |
| 8 | Extension of Due Date/Time | The Due Date / Time of submission of Bid documents and opening of Bids may be extended at any time, at the sole discretion of AAAL, and shall be displayed on AAAL"s website. No separate press advertisement will be issued by AAAL regarding the extension of Bid opening date and Due Date/Time. |
| 9 | Bid Security Declaration Form | Submission of "Bid Security declaration" as per Annexure XIV |
| 10 | Address of Communication for any clarifications | Dept. of Information Technology Ajay.kotwal@allianceair.in Mobile No:9568636695 Gaurav.kumar@allianceair.in , Mobile No:9891324552 |

Date and time for price bid opening of technically qualified bidders shall be intimated later. If any of the days specified above happens to be a holiday in AAAL, the next working day shall be implied.

(IV) SUBMISSION OF BIDS

The Bidders should submit their Bids in a two-bid format (a) Technical Bid & (b) Price Bid as per the following details:

- a. **Envelope-1(Technical Bid):-** The **technical bid** covering all Details as mentioned in the formats with Bid Security Declaration Form and all enclosures demanded to accompany the technical bid and the same need to be necessarily submitted in a separate sealed envelope super scribing (mentioning) the inquiry no: **AAAL/IT/2022-23/302- Technical bid** in bold letters with Service provider's name.
- b. **Envelope-2 (Price Bid):** - The **price bid** needs to be submitted in a separate sealed envelope superscribing the inquiry no: **AAAL/IT/2022-23/302 - Price bid** in bold letters with the Service provider's name.
All pages should be numbered serially and duly signed by the authorized signatory. All figures quoted in the financial bid shall be covered with transparent adhesive tape.
- c. **Envelope 3 (Master Envelope):** - Both these envelopes (Technical Bid and Price bid) need to be put in a sealed outer **master envelope** superscribing the inquiry no: **AAAL/IT/2022-23/302 in bold letters** with the Service provider's name and addressed **Material Management Department, Alliance Bhawan, IGI Airport, Terminal-1, New Delhi-110037**

If the master envelope is not sealed and marked as above, AAAL shall assume no responsibility for the misplacement or premature opening of the 'Technical Bid' and 'Financial Bid'. The sealed bid master envelope shall be submitted at the above address in person or by speed / registered /Ordinary post/courier so as to reach up to **16 February 2023, 04:00 PM**.
- d. The Bid should be only in the prescribed format. The Bid cover should carry the complete name and address of the Bidder, along with the telephone, fax, and Email address. Bids must be received by AAAL at the address specified above not later than the Due Date/Time. If for some reason, the Bid Due Date/Time or the Bid opening date, as the case may be, is declared a holiday, then the Bid Due Date/Time or the Bid opening date will automatically stand extended to the same timings of the next working day. In the event of the receipt of the Bid after the Due Date/Time, the Bid shall be rejected. AAAL reserves the right to reject any Bid in part or full or annul the Tender process without assigning any reasons.
- e. The bid shall be typed or handwritten in indelible ink, and all correspondence and documents related to the bid exchanged by the Bidder and AAAL shall be written in the English language. Supporting documents and printed literature

furnished by the Bidder may be in another language provided they are accompanied by an authenticated translation of the relevant passages in the above-stated language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

- f. Tender documents sent through Post or Courier shall be at the risk of the Bidder and AAAL shall not be responsible for any loss or non-receipt of the Tender documents.
Tender bids received after the due date/time shall not be entertained/considered.
- g. In case of modified bids, the covers shall carry the superscription of the word
“**Modified**” with tender number and date.
- h. In case of withdrawal of the bid, the cover containing the Bidder’s withdrawal letter, shall carry the superscription of the word “**Withdrawal**” with tender number and date.
- i. Bidder shall initial all the corrections if any.
- j. Bidder shall number, sign, and stamp all pages of this tender document and all the enclosures accompanying the tender document prior to the submission of the tender.
- k. The tender shall be accompanied by an original power of attorney of the signatory of the bid authorizing him/her to sign the bid on non-judicial stamp paper of Rs.100.
- l. The above technical bid tender documents with Annexures/enclosures are to be submitted in a technical bid envelope excluding. **Annexure (Price Bid)**.

V) TERM OF THE PROPOSED CONTRACT

The period of the Contract would be 3 (three) years from the date of execution of the Contract (the “Contract Period”). AAAL reserves the right to extend the Contract for a further period of 2 (two) years on the same terms, rates, and conditions if mutually agreed with the Successful Bidder.

TECHNICAL BID

1. REQUIREMENTS

AAAL requires Nos. of Firewalls with the following major features and minimum essential specifications: -

a) Major supported features:

- IPsec tunnel (point-to-point connection) minimum 02
- SSL VPN client (min. 75)
- No. of ISP interface 02
- Antivirus
- Encrypted Traffic control
- Intrusion Prevention System (IPS)
- Web filtering
- Auto firmware update
- E-mail filtering, including protection against spam and grayware
- Data Leak Prevention (DLP)
- Application Control
- Traffic inspection
- Content inspection and filtering
- Security Profiles components
- Security Profiles/lists/sensors
- Logging and reporting

b) Minimum Specifications for Firewall**c) Qty: 1**

| Sl. No. | Features | Description |
|---------|--|---|
| 1 | Type | Firewall (UTM) |
| 2 | Form Factor (RU) | N/R |
| 3 | Features | Layer 3 - Layer 4, NAT,VPN, Application Visibility and Control (AVC),User Identity, Next Generation Intrusion Prevention System (IPS),Zero Day Protection / Advance Malware protection, Web Security Essentials / URL Filtering |
| 4 | Traffic handled | TCP, UDP, HTTP/TCP, TCP/UDP/HTTPS |
| 5 | Hardware Architecture & Performance | The appliance hardware should be a multicore CPU architecture with a hardened 64-bit operating system with min. 32 GB memory. It should also have a dedicated co-processor with min 8 GB RAM for hardware acceleration for network processing |
| | | The appliance-based security platform should be capable of providing Next Gen Web Protection, Application Control, IPS, DOS, SSL/TLS Inspection & zero-day protection in a single appliance. |
| | | The quoted should have 8000 Mbps SSL/TLS inspection throughput or |
| | | The firewall Security Heartbeat policies can able to limit access to network resources or completely isolate compromised systems until they are cleaned. Firewall should be IPv6, SD-WAN from day 1 |
| 6 | Firewall Throughput (Measured with Firewall, IPS, and Application Control enabled) | 10000 Mbps or higher |
| 7 | Threat Protection throughput (Measured with Firewall, IPS, Application Control, and Malware Prevention enabled) | 2500 Mbps or Higher |
| 8 | Concurrent Session/Concurrent Connection | 17 M or higher |

| | | |
|----|-----------------------------------|--|
| 9 | New session/Connection per second | 350 K or higher |
| 10 | General Management | <p>The firewall should support innovative technology for application acceleration.</p> <p>The quoted solution should be ready for extended Detection & Response (XDR) with endpoint, Server protection products from the same OEM. Should have a single management console for Firewall, Endpoint, Server, email Security, and cloud security product.</p> |

| | | |
|----|---|---|
| | | <p>The firewall should include exploit prevention and Crypto guard Protection technology from endpoint security</p> <p>The firewall should have optional data center selection and flexible user and group policy options on file type, exclusions, and actions on analysis</p> <p>The firewall should have a fully transparent proxy for anti-malware and web filtering, Enhanced Advanced Threat Protection</p> <p>It Single client support for IPsec & SSL remote VPN with unlimited free mobile authenticator for Android & IOS</p> <p>It should have minimum 100 IPsec & 100 SSL client license from day 1. The firewall should support the latest version of TLS inspection of encrypted traffic.</p> |
| 11 | IPS Features | <p>The firewall should have advance Threat Protection (detect and block network traffic attempting to contact command and control servers using multi-layered DNS, AFC, and firewall). The firewall should security heartbeat instantly identifies compromised endpoints including the host, user, process, incident count, and time of compromise.</p> <p>The firewall should have advanced web malware protection with JavaScript emulation, Live Protection real-time in-the-cloud lookups for the latest threat Intelligence</p> <p>The firewall should have URL Filter database with millions of sites across 92 categories backed by OEM Labs</p> |
| 12 | Type of Interface | GE Copper, SFP, SFP+ |
| 13 | Number of 1 GbE Copper RJ 45 interface from day 1 | 8 or more |
| 14 | Number of 1/10G SFP+ interface from day 1 (Populated with 3 no. 1 GbE Single Mode LC Type Transceivers) | 2 or more |
| 15 | Number of GbE Small Form-Factor Pluggable (SFP) interface Slot / Module supported for future | 2 or more |
| 16 | Number of 1/10 GbE SFP+ interface Slot/Module supported for future | 2 or more |
| 17 | Number of IPsec VPN Peers supported (Site to Site) | 2500 or higher |

| | | |
|----|---|--|
| 18 | Number of IPsec VPN Peers supported (Client to Site) | 2500 or higher |
| 19 | Number of SSL VPN Peers supported (Client to Site) | 100 or higher |
| 20 | Type of Storage Disk | SSD |
| 21 | Storage Capacity (GB) | 240 or higher |
| 22 | Power Supplies from day 1 | Dual |
| 23 | Type of Processor | x86 |
| 24 | High Availability Support | Yes |
| 25 | Interface Expansion slots supported | 2 or more |
| 26 | Firewall Policies - License | Yes |
| 27 | Details of the Firewall Policies for the Firewall provided with the License | Web Security Essentials / URL Filtering, IPS License, Application Visibility License, APT (Advance Persistent Threat) License, Anti Malware Protection, C& C attacks, Geo IP Protection, Zero Day Threat Protection) and Web & Application Firewall (WAF) from day 1 |
| 28 | NGIPS Signature supported | 25000 or higher |
| 29 | Security Intelligence | IP, URL, Domain, |
| 30 | Certification | The quoted firewall should have a purpose-built, streamlined user interface and rule management for large rule sets with grouping with at-a-glance rule features and enforcement indicators. The proposed Firewall should be in Gartner Magic Quadrant in Network Firewall as per the latest report. |
| 31 | Installation and commissioning | The quoted firewall should be capable to restore the existing firewall policies and setting without using third-party software. The bidder must configure the firewall as per the scope of work. |
| 32 | Documentation | All supporting documents such as datasheet, spec sheet, admin guide, etc. for the asked features must be enclosed. |
| 33 | On-site OEM Warranty and License | The firewall should be quoted with 36 monthly Licenses. All supporting documents such as datasheet, spec sheet, admin guide, certificates, etc. must be enclosed. All documents should be readily available online. The bidder must share the online links for all the submitted |

| | | |
|--|--|--|
| | | documents. |
| | | The license should include Web / URL / Content Filtering, Application Control, and Visibility, IPS, Antimalware, WAF, Zero-Day Protection & 24 X 7 hardware & warranty support from the OEM. |

2. ELIGIBILITY CRITERIA

| Sl. No. | Terms & Condition |
|----------------|---|
| 1 | This invitation for bids is open to all reputed original equipment manufacturers (OEM) or their Authorized System Integrators. |
| 2 | Bidder must have a positive net worth from IT business in each of the last two financial years, the year ending March 2022. (Certificate from Chartered Accountant to be furnished). |
| 3 | The Bidder should not have been blacklisted in any Government/ Government Undertaking/Public sector companies. A self-declaration letter by the Bidder, on the company's letterhead, should be submitted along with the technical bid. Undertaking to be submitted from OEM & Bidder. |
| 4 | The bidder should participate as a single party and no consortium is allowed. |
| 5 | The vendor has to enclose the manufacturer authorization certificate mentioning the Tender No. to quote for this particular tender duly signed by the authorized signatory, otherwise quotation shall be rejected. |
| 6 | The Bidder should have experience in supplying, installing, configuring, and implementing a minimum of one order of firewalls in any Govt/ Educational or Research Institute. The order value of each order should not be less than Rs. 15 lakhs. |
| 7 | Performance/Installation Certificate from the Customer regarding the successful execution of the one orders must be submitted along with the Bid. |
| 8 | The Bidder must have wide IT infrastructure support in India along with having its own service office in the Delhi/NCR states for the last 1 years. (Proof of Office like Municipal certificate/Trade License etc. to be submitted). Document regarding that should be submitted along with Technical Bid. The service report or call reports of the quoted products must be attached along with the Technical Bid. |
| 9 | The Bidder or OEM should have valid certification namely ISO 9001,14001. Copy of the same should be submitted. |
| 10 | The Bidder shall enclose complete bill of material with OEM part code. Documentary evidence such as OEM datasheet/spec sheets etc. must be enclosed. All supporting documents such as datasheet, spec sheet, admin guide etc. must be enclosed. All documents should be readily available online. The bidder must share the online links for all the supporting documents. Failing of the above, the Bid shall be rejected. |
| 11 | The Bidder or OEM should have permanent technical support staff posted in Delhi /NCR. |

3. ADDITIONAL TERMS & CONDITIONS

1. The Bidder must furnish the guidelines for installation/configuration planning of hardware and software before the start of the project.
2. Complete installation and integration and customization will be taken place at AAAL, and remote access will be provided for the same.
3. The Bidder must migrate all the existing Firewall policies, settings, etc. to the proposed

Firewalls. No downtime shall be provided during the migration. Downtime shall be provided in the later stage of physical migration. The Bidder shall also customize, add, and edit rules/policies as per required by AAAL.

4. The solution shall be centralized controller-based deployment architecture that is required for granular control, simplified management, monitoring, and for one-click configuration. The Firewall shall be configured in Active-Active High Availability (HA) for Load Balancing and Failover.
5. The solution shall be based on VLAN authentication, DHCP, and MAC-IP-based tight integration method by enabling all security as per guidelines. ‘
6. To increase backbone bandwidth, Link Aggregation must be configured in Firewalls on LAN, DMZ, and WAN sides.
7. At the time of installation of the systems/sub-systems, if it is found that some additional HW/SW/Licenses or additional items are required to complete the configuration, which was not included in the Bidder’s original list of deliverables/BOM, then the vendor is required to supply such items to ensure the completeness at no extra cost to AAAL. The proposed solution shall be inclusive of installation/services/Accessories costs.
8. Bidder must include installation, commissioning, and integration, or any technical support cost for the period of 3 years. The bidder has to provide undertaking for the complete troubleshooting, day-to-day support, any hardware and software upgradation, and technical support for the period of 3 years. The OEM-certified Engineer of the Bidder has to visit AAAL for preventive maintenance on a quarterly basis for a period of 3 years.
9. The OEM must provide an undertaking that the quoted product shall not be at end of life for a minimum of 5 years from the date of submission of the quote.

5. COMPLIANCE /DEVIATION

| Specification Required | Specification Quoted With make/model | Technical Compliance | | Deviation |
|------------------------|--------------------------------------|----------------------|----|-----------|
| | | Yes | No | |
| | | | | |

6. BID FORM

A) TECHNICAL BID

(To be included in technical Bid Envelope)

Date:

To:

The Purchase Officer
North Eastern Space Applications Centre
Government of India, Department of Space
Umiam – 793103, Meghalaya

Ref.: NIT No.NESAC/1340/2021

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Firewalls with three years subscription, in conformity with the said Bidding documents. We undertake, if our Bid is accepted, to deliver, install and commission the solution in accordance with the delivery schedule specified in the schedule of requirements. If our Bid is accepted, we will obtain the guarantee of a Bank in a sum equivalent to 10 percent of the contract price for the due performance of the Contract, in the form prescribed by the bank. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the NESAC up to the period prescribed in the Bid, which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

We understand that you are not bound to accept the lowest or any Bid you may

receive. Dated this Day of..... 2021

Signature
(In the Capacity of)

Name:

Duly authorized to sign the Bid for and on behalf of

Tender no.: AAAL/IT/2022-23/302

Date: 10/02/2023

B) MANUFACTURER'S AUTHORISATION FORMAT

Ref. No.

Date:

To,

The Purchase Officer
North Eastern Space Applications Centre
Government of India, Department of Space
Umiam – 793103, Meghalaya

Whereas..... (Name and Address of the Manufacturer) who have established manufacturers of (Name/description of the products), having production facilities at..... (Address of factory) do hereby authorize M/s..... (Name and Address of the Bidder) to submit a bid, and subsequently negotiate and sign the Contract with you against NIT No..... did..... for the above products manufactured by us, for the supply requirements of the above invitation of bids.

Name :

(In the capacity of)

(Duly authorized to sign the authorization on and behalf of)

Signature:

Dated this.....day of 2021

Note: This letter of authority must be on the letterhead of the concerned manufacturer and must be signed by a competent person

C) ORGANIZATIONAL PROFILE WITH SIMILAR PAST EXPERIENCE**(To be included in the Technical Bid)**

| | | | | |
|----|---|------------------|-------------------|-------------------------------------|
| 1. | Constitution: Proprietary Partnership Private Ltd. Public ltd. | | | |
| 2. | Established since: | | | |
| 3. | Address of the Registered Office | | | |
| 4. | Category Software Producer/ Developer (Principal) Hardware Manufacturer (Principal) System Integrator/ Solution Provider Any Other | | | |
| 5. | If Consortium, then please specify: the name of the members | | | |
| 6. | Name of Proprietor/ partners/ | | | |
| 7. | Number of Engineers | | | |
| 8. | Number of total Employees | | | |
| 9. | Some of the Solutions being offered / Sold So | | | |
| | Purchaser, with full address and details of contact person (phone, | Item Description | Total Order Value | Whether Completed/ Under process |
| | | | | |
| | | | | |

Note: Please support the above facts with documentary evidence.

Signature of the Bidder:

Name:

D) SERVICE SUPPORT DETAILS

Name of the Bidder :

| Name and Address of Service Centre | Name of Contact Person | i. Telephone No ii. Fax No iii. Mail ID | Information on Service Support Facilities |
|------------------------------------|------------------------|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

Signature of the Bidder:

Name:

7. EVALUATION CRITERIA OF THE BIDS

The selection/rejection of the technical bid shall be based on the followings: -

- Bidder must fulfill all the eligibility criteria of the Technical Bid (**3. ELIGIBILITY CRITERIA**)
- Bidder must comply the additional terms & conditions (**4. ADDITIONAL TERMS & CONDITIONS**)
- The quoted product of the Bidder must comply with the minimum essential technical specifications.
- All Documentary evidence, BoM, OEM Datasheets (URL for details on the quoted product), and OEM Certificate including undertaking asked in the technical are mandatory and failing which the technical Bid shall be rejected without further notification.
- Bidder must comply with the **INSTRUCTIONS TO TENDERERS and TERMS & CONDITIONS OF TENDER**

(NO DOCUMENTS RELATED TO TECHNICAL BID SHALL BE ALLOWED TO SUBMIT AFTER ONCE BIDDING IS CLOSED)

INSTRUCTIONS TO TENDERERS

1. **EMD at the rate as highlighted in the Bid Document shall be submitted in form of a Demand Draft from any of the Nationalized/Scheduled banks in favor of the Director, AAAL payable at SBI Umiam (Branch Code), failing which the Tender will not be considered.**
2. **a) All taxes/duties/levies whether by Central/State/Local government where legally leviable and intended to be claimed should be distinctly shown separately (in percentage and words) in the tender, otherwise price quoted will be treated as inclusive of all taxes. While quoting the tender, the tenderer should take into account all the extant statutory deductions under Central/State/Local statutes where legally leviable and show it separately (in percentage and words), and if not separately shown it will be treated as inclusive of all statutory deductions applicable as per the extant statutes.**
b) We are eligible for partial exemption of IGST vide Ministry of Finance Dept. of Revenue Notification No. 47/2017 Integrated Tax (Rate) dated 14.11.2017 (IGST@5%). The necessary Certificate will be issued by us. Please submit your quotations accordingly
3. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Accounts Officer, I/C Purchase & Stores to avoid any payment of such levies.
a) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, a relationship between the two sets of units must be furnished.
4. Preference will be given to those tenders offering supplies from ready stocks and on the basis of F.O.R. destination/delivery at the site.
a) All available technical literature, catalogs, and other data in support of the specifications and details of the items should be furnished along with the offer.
b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender, the tenderer will have to remove the samples at his own expense.
c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available, the same should also be indicated in your offer.
d) **Specifications:** Stores offered should strictly conform to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogs, technical literature, and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with an appropriate response for the same.
5. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the

right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.

6. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is a difference between the amount quoted in words and figures, the amount quoted in words shall prevail.
7. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office if required by the Purchaser.
8. The authority of the person signing the tender, if called for, should be produced.

TERMS & CONDITIONS OF TENDER

1. DEFINITIONS:

- a) The term 'Purchaser' shall mean AAAL.
- b) The term 'Contractor' shall mean, the person, firm, or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors, and administrators unless excluded by the Contract.
- c) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including the erection of plants & machinery and subsequent testing, should such a condition be included in the Purchase Order.
- d) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an Officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

2. PRICES:

Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, a quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price considered at the time of tendering and also the formula for any such variation/s.

3. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, a security deposit not exceeding three percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, 'Security' and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

4. GUARANTEE/WARRANTY & REPLACEMENT:

- (a) The Contractor shall guarantee/warranty that the stores supplied shall comply fully with the specifications laid down, for material, workmanship, and performance.
- (b) For a period of 36 months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 38 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.
- (c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 38 months from the date of acceptance thereof.
- (d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- (e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or

any defect has developed within the said period of 38 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

- (f) To fulfill guarantee/warranty conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at

the option of the purchaser, to furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

- (g) All the replacement stores shall also be guaranteed/warranted for a period of 36 months from the date of arrival of the stores at the purchaser's site.
- (h) Even while the 36 months guarantee/warranty applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 38 months referred to in para 4 (b) & (c) shall be the 'asked for' guarantee/warranty period plus two months.

5. PACKING FORWARDING & INSURANCE:

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea, or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusive of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

6. DISPATCH:

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods dispatched. The consignment should be dispatched with a clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on a 'said to contain' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

7. TEST CERTIFICATE:

Wherever required, test certificates should be sent along with the dispatch documents.

8. ACCEPTANCE OF STORES:

- (a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense, and cost.
- (b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.
- (c) If in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.
- (d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

9. REJECTED STORES:

Rejected stores will remain at the destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or

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consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight is payable by the Contractor at actuals.

- (a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.
- (b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either.

10. to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid DELIVERY:

- (i) or during which the delivery of such store may be in arrears subject to a minimum of 10%, or
- (ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without canceling the Contract in respect of the consignment (s) not yet due for delivery, or
- (iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorize the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) & (iii) of clause 10 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to re-purchase then the such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such repurchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

11. EXTENSION OF TIME:

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as a reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

12. ERECTION OF PLANT & MACHINERY:

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

13. PAYMENT:

The contractor's bill will be passed for payment only after the stores have been received, inspected, and accepted by the Purchaser.

14. RECOVERY OF SUM DUE:

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in

part or whole, the security deposited by the Contractor if security is taken against the Contract. In the event of the security is insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all money payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

15. INDEMNITY:

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clear of infringement of any Patent, Copyright, or Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all means used by him for the fulfillment of the contract.

16. ARBITRATION:

Any disputes that arise during the execution of the contract will be mutually discussed and settled between AAAL Contract-In-Charge/Focal Person and Service Provider. Any dispute that remains unresolved thereafter will be referred to a one-man Arbitrator, appointed by IT Person AAAL, Palam airport Delhi in accordance with Arbitration & Conciliation Act 1996 as amended from time to time, whose decision shall be final and binding on both the parties.

17. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:

Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

18. SECURITY FOR PURCHASE OF MATERIALS:

The successful tenderer will have to furnish in the form of a bank guarantee, or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

chartered accountant (in the case of suppliers other than companies) giving the percentage of local content.

1. A committee (with an external expert from a practicing cost accountant or practicing chartered accountant, if required) constituted for independent verification shall verify the self-declarations & auditor's / accountant's certificates on a random basis, as per the requirements.
2. The ink-signed certificate shall be provided on the vendor's letterhead along with the offer (in case of online tender, a copy of the ink-signed certificate shall be uploaded along with your offer under the concerned tab. Original in Hard copy shall be produced on request). In case of non-submission of the certificate, the purchase preference shall not apply.
3. In case of a complaint received from any local supplier indicating a need for review/verification of the Local content of the successful vendor / awarded vendor, for accepting a complaint from the such complainant (w.r.t the false declaration given by the successful vendor on the local content), a complaint fee of Rs.2Lakhs or 1% of the locally manufactured items being procured (subject to a maximum Rs.5Lakhs), whichever was higher, to be paid by demand draft by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, a deposited fee of the complainant would be refunded without any interest.
4. False declarations will be in breach of the code of integrity for which a bidder or its successors will not be eligible/debarred for purchase preference from further tenders / pending tenders for two years along with other actions as may be applicable.

19. In the case of Foreign/Import Tenders:

- a) The bidder shall clearly mention the full ordering address in capital letters.
- b) The bidder shall clearly mention their banker's address including their SWIFT code compulsorily.
- c) Any change of address shall be compulsorily supported by Documentary proof issued either by Governmental agencies or by the Chamber of Commerce.
- d) Foreign Principal's Proforma Invoice/quote indicating the Agency Commission payable to the Indian Agent and the nature of after-sales service to be rendered by the Indian Agent.
- e) Copy of the Agency Agreement between the Foreign Principal and the Indian Agent, and the precise relationship between them and their mutual interest in the business.
- f) Registration and Item empanelment of the Indian Agent.

20. BENEFITS EXTENDED BY THE MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE (MSME), GOVERNMENT OF INDIA.

In order to avail of the benefits extended by the Government of India to Micro, Small, and medium Enterprises, the bidder should submit a self-attested copy of a valid certificate of registration for specific services asked in the tender by any authority so authorized by the Ministry of Micro, Small and Medium Enterprise (MSME), Government of India to issue such certificate. Bidder will be required to produce original certificate when called for to do so by NESAC.

21. BID SECURITY DECLARATION

Micro Small and Medium Enterprise (MSME) and firms registered with NESAC are exempted from submission of Bid Security but in lieu of Bid Security bidders are required to submit along with the bid document signed "Bid Security Declaration" (Annexure-I) accepting that if they withdraw or modify their bids during the period of validity etc., they will be suspended for the time specified in the tender documents"

Annexure-I

**Bid Security Declaration
Form(On Company
Letterhead)**

Date:_____

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To (Insert complete name and address of the

Buyer/Purchaser)I/We the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification. If I am / We are in a breach of any obligation under the bid conditions, because I/We

a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) Having been notified of the acceptance of our Bid by the **Purchaser** during the period of bid validity (i) failing to execute the contract, if required, or (ii) failing to furnish the Performance Security, in accordance with the instructions to the Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of the person whose name and capacity are shown)
In the capacity of (insert legal capacity of the person signing the Bid Securing Declaration)

Name: (insert complete name of the person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of

Bidder)Date on____day of_____(insert date of signing)

Corporate Seal (where appropriate)