

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

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



CERTIFICATE

THIS IS TO CERTIFY THAT SUBJECT TENDER DOCUMENT BEARING TENDER NO AAAL/IT/22-23/302/PROCUREMENT OF FIREWALL SECURITY SYSTEM..... DTD 13..... Jan 2023 CONTAINS A TOTAL OF27.....PAGES (NUMBERED) ONLY (...27...PAGES ONLY).

DISCLAIMER

1. The information contained in this tender document (hereinafter referred to as the “Tender”) or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/bidders in any form by ALLIANCE AIR AVIATION LIMITED (hereinafter referred to as “AAAL”) shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AAAL prior to award of the tender.
2. The purpose of this tender is to provide all bidders with the information that may be useful to them in the formulation of their proposals/bids (hereinafter referred to as “BID(S)”) in response to this tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AAAL do not purport to contain exhaustive/all the information on the aforesaid subject matter that each applicant may require for the purpose of submitting their bids.
3. Each bidder should, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this tender and shall obtain independent advice from appropriate sources at no cost to AAAL.
4. The information provided in this tender to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AAAL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. AAAL also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance by any applicant/bidder upon the statements contained in this tender.
6. AAAL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender, from time to time till close date of tender.
7. The tender does not imply that AAAL is bound to select a bidder or to appoint the selected bidder, as the case may be, and AAAL reserves the right to reject all or any of the bids without assigning any reason whatsoever at any time.

IGI AIRPORT, TERMINAL-1, NEW DELHI-
110037

TENDER DOCUMENT

1	No. and Name Of the Tender:	Tender No.: AAAL/IT/2022-23/302
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b: Procurement of Firewall with subscription

(I) INTRODUCTION

Alliance Air Aviation Limited a company incorporated under Companies Act 1956, having it's registered office at Alliance Bhawan, IGI Airport, Terminal-1, New Delhi-110037, (hereinafter referred as 'AAAL'), invites sealed/closed bids under two bid system from eligible bidders (hereinafter referred to as 'Bidder(s)') meeting the Technical Bid Evaluation Criteria mentioned in 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 as AAAL or the Principal Employer qua the successful bidder), invites sealed bids (Under Two Bid System) from eligible bidders (here in after referred 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 this tender.

(III) SUMMARY OF BIDDING INFORMATION

		Firewall (Network security) for Alliance Air Aviation Limited (AAAL)
2	Contract Period:	Firewall with yearly subscription charges for three years as detailed in the tender document
3	Availability of Bidding Document:	From 13 January 2023 , (The Tender can be downloaded from AAAL's website (www.allianceair.in))
6	Last date/ time for submission of Bid documents ("Due Date/Time")	25 January 2023, 04:00 PM
7	Place of Submission of Bids	MMD, Alliance Bhawan, IGI Airport, Terminal-1, New Delhi-110037
8	Time and Date of Opening of	(i) Technical Bid – 27 January 2023, at 11:00 AM

10	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 extension of Bid opening date and Due Date/Time.
11	Bid Security Declaration Form	Submission of "Bid Security declaration" as per Annexure -c
12	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 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 enquiry 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 super scribing the enquiry 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 financial bid shall be covered with a 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** super scribing the enquiry 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 **25 January 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 hand written 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 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 enclosures are to be submitted in a Technical bid envelope excluding. (**Price Bid**).

V) TERM OF THE PROPOSED CONTRACT

Period of Contract would be for procurement of firewall with yearly subscription charge on same terms, rates and conditions, if mutually agreed with the Successful Bidder.

VI) GROUNDS FOR REJECTION OF BIDS

The bids are liable to be rejected forthwith i.e, without being evaluated, on the following grounds:

- a. If the tender has been received after the closing date/time of the tender.
- b. if only the technical bid has been received and the commercial bid has not been received, and vice versa.
- c. If the tender has been received by email, open condition, or fax instead of in separate sealed/closed covers.
- d. If the tender has not been signed by the authorized signatory of the tenderer
If the technical bid has been received without bid security declaration (Refer Chap As per tender document).
- e. In case the price bid and the tech bid are enclosed in the same envelope instead of two different envelopes in separately sealed/closed state, the tender will be liable to be rejected.
- f. In case if it is found that tech bid contains indications of price bid, then in such case subject bids will be rejected.
- g. Price bids of only those tenderers, who are found suitable based on evaluation of their technical bids,

would be opened, and accordingly such tenderers would be intimated in advance of the date of opening of the price bids by E-MAIL and, or by telephone.

VII) INSURANCE – All consignments required to be handled by the successful tenderer must be covered by insurance against loss, theft, arson, accidental loss etc. (comprehensive coverage) and the cost component mentioned in tender document should include the insurance cost also.

VIII) FORCE MAJUERE CLAUSE:

a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods/services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (Ten) days from the moment of their beginning.

d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

e. If the impossibility of complete or partial performance of an obligation lasts for more than 2 (two) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods/services received.

TECHNICAL BID

1. REQUIREMENTS

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

a) Major supported features:

- VPN
- 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**1 Supply & Installation of UTM Firewall 7x 1Gigabit and 1x SFP ports (Configurable)**

S.No.	Specifications	Compliance Yes/ NO
Make & Model:		
1	Installation and supply of Security Gateway which is empowered by AI to level up network protection and tackles unknown threats, empowered by cloud intelligence to level up network protection and tackles unknown threats, and also should have capability of all security services such as Web security, Application Security, Malware Blocker, Reputation Filter, etc., but also sandboxing and SecuReporter with infographic dashboard.	
2	Device should support Intelligence Machine learning ecosystem that can strengthen its defense and stay immune to new unknown attacks.	
3	Device should support Hybrid Scanning (stream based engine and a cloud query running simultaneously) for Leveling up Malware blocking to maximize malware detection rate.	
4	Device should support Reporting applications to see, analyse, and reports network threats so admin can be advised what security actions to take.	
5	Device should have minimum 7x 1Gigabit and 1x SFP ports which should be configurable as WAN or LAN..	
6	Device should have USB3.0 ports for log storage and future support for Mobile internet backup	
7	Device should be 19" Rack-mountable, Fanless, and Console port for recovery and configurations.	
8	SPI firewall throughput 2600 Mbps, VPN throughput 900 Mbps, IDP throughput 1700 Mbps, Antivirus throughput 890 Mbps and UTM throughput 1900 Mbps or better. Maximum throughput based on RFC 2544 (1,518-byte UDP packets) and VPN throughput measured based on RFC 2544 (1,424-byte UDP packets)	
9	Max. TCP concurrent sessions 1,000,000, and Maximum sessions measured using the industry standard IXIA IxLoad testing tool	
10	300 nos. concurrent IPsec VPN tunnels and minimum 10 nos. concurrent SSL VPN	
11	Device should support 64x VLAN interfaces	
12	SPI firewall throughput should be 2600 Mbps or better.	
13	Device also should have capability to manage maximum 72 Access Points and 8 nos AP from day one without license	
14	Device should have security features such as Sandboxing, Web Security, Application Security, Malware Blocker, IDP(Intrusion Detection and Prevention), Reputation Filter, Geo Enforcer, SecuReporter from day one.	
15	Device should support 2-Factor Authentication	
16	Device should have capability to create VPN tunnel with Microsoft Azure and Amazon VPC	

17	Device should support 12 V DC, 4.17 A Power input	
18	Max. power consumption should be 24 Watt or better.	
19	Heat dissipation should be 60.65 BTU/hr or better	
20	Accessories such as Power cord and Rack mounting kit should be supplied with the device	
21	MTBF (hr)529,688 or better	
22	To prevent the occurrence of EMC problems; device should have FCC Part 15 (Class B), CE EMC (Class B), RCM (Class B) BSMI. Also should support LVD and BSMI for safety.	
23	OEM should have ISO45001:2018 and ISO14001:2015 certiifcate	
24	All the certificates which are mentioned in complinace sheet should be submitted during the bidding/proposal.	
25	Latest Datasheet should be attached with the Tender.	
26	Bidder should be Authorized Dealer/System Integrator of the quoted product. (Manufacturer Authorization Certificate from the principal specific to the tender should be enclosed with the bid).	

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 five financial years, 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 letter head should be submitted along with technical bid. Undertaking to be submitted from OEM & Bidder.
4	The bidder should participate as a single party and no consortium is allowed.
5	Vendor has to enclose 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 an experience of supplying, installing, configuring and implementing for minimum two order of Firewall 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 successful execution of the two 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 2 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 should have valid certification namely ISO 9001, 14001, 27001. 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. Bidder must share the online links for all the supporting documents. Failing of the above, the Bid shall be rejected.
11	The Bidder should have permanent technical support staff posted in Delhi/NCR. The bidder must be registered with Govt. Provident Fund Organization. Bidder must enclose the relevant documents.

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, no 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 later stage of physical migration. The Bidder shall also customise, add, 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, 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 in LAN, DMZ and WAN Side.
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 cost.
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 3 years. The OEM certified Engineer of the Bidder has to visit AAAL for preventive maintenance on quarterly basis for the period of 3 years.
9. The OEM must provide an undertaking that the quoted product shall not be end of life for minimum 5 years from the date of submission of quote.

4. BID OFFER VALIDITY CLAUSE: The Bid offer price should be valid for 120 days from the date of opening the financial bids. Further to it the price quoted in financial bid without GST should remain the same till the supply of complete quantity/delivery of contractually agreed supplies in totality as per contract agreement between AAAL and L1 party/negotiated L1 party till it is delivered/rendered at premises as stated by AAAL in contract agreement. No enhancement of rates will be allowed, and the supplies/services are to be effected on L1 rates throughout the contracted period or during extension period of contract. Payment from AAAL will only be made against L1 rates plus applicable taxes.

1. **EMD DEPOSIT:** Instead of EMD a filled in **BID SECURITY DECLARATION FORM** to be submitted by all vendors responding to subject tender enquiry mandatorily along with Tech bid as per **Annexure C to subject Tender Document**. Non submission of subject filled in **BID SECURITY**

DECLARATION FORM will result in outright rejection of bids that is being submitted without filled in **Bid Security Declaration Form**.

2. **EMD FORFEITURE:** Penal measures as stated in **BID SECURITY DECLARATION FORM** as per **Annexure C** to subject tender document will be applicable.
3. **SECURITY DEPOSIT:** Successful bidders are required to deposit Security deposit to the tune of 5% of the value of the contract as specified in bid documents. Security Deposit are to be furnished in the form of Demand Draft drawn in favour of ALLIANCE AIR AVIATION LIMITED Payable at NEW DELHI. The security deposit is to be submitted by L1 vendor on placing and accepting of LOI. The Security deposit to be submitted within 5 working days from the date of LOI release.
4. **SECURITY DEPOSIT REFUND:** Security Deposit will be valid/returned after a period of Ninety **days** beyond the completion of all contractual obligation of the supplier. Security deposit thus deposited will be returned back without interest and no claim of interest on the security deposit amount will be entertained.
5. **EMD REFUND:** Procedure will be followed as per **to the subject Tender document**.
6. **CONTRACT DISHONOUR CLAUSE:** Non supply of materials/services /abandoning of contract will cause forfeiting of security deposit from the deviating supplier/service provider and orders of such deviating suppliers/service providers will be routed to L2 vendor or subsequent participants of subject tender, if thus approached subject participant/vendor shows his readiness to supply goods/deliver required services at the L1 Vendor rates, or otherwise the tender will be scrapped and new tender will be floated for subject material/services.
7. **CAPACITY CHECK OF BIDDERS FOR QUALITY SERVICE DELIVERY:** To execute the capacity check of bidders for quality service delivery, the committee formed for execution of subject tender is free to requisition any documents/ execute premise visit as deemed to be fit by the committee. All participants responding to subject tender has to mandatorily cooperate in subject activity.
8. **NATURE OF SUPPLIES/SERVICES:** The supplies/services by contracted L1 vendor in tendering process are to be effected as per Work scope mentioned in Chapter to subject Tender and as per specifications/details of supplies requisitioned as per contract mentioned in Chapter to subject Tender. Also all clauses as per subject tender document is applicable for execution of subject contract. No deviations are accepted. If there emanates any deviation, credible documentary evidence should be furnished for waiver. The approval of waiver will be the sole discretion of **Competent Authority of AAAL**. **If no credible evidence is submitted, then penalty as deemed to be fit by AAAL authorities to make good the loss caused due to deviation will be imposed/executed.**
9. **NATURE OF QUOTED RATES:** The rates quoted by bidders are to be inclusive of all charges or any other charges that affect the delivery of goods/materials requisitioned. No hidden charges will be entertained post finalisation/during finalisation of contract at any cost. **The quoted rate shall be valid for 90 days mandatorily if any deviation then it is the prerogative of AAAL authorities to cancel such bid during technical evaluation.**
10. **DELIVERY ADDRESS:** The requisitioned supplies as mentioned in tender and contracted as per agreement post finalisation of financial bids, by L1 Vendor has to be delivered at the following address.

Alliance Air, Alliance Bhawan
IGI Airport, Terminal 1
New Delhi – 110037
Email id –mis@allianceair.in

5. COMPLIANCE /DEVIATION

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

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

Date: 13/01/2023

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A) TECHNICAL BID

6. BID FORM (To be included in technical Bid Envelope)

Date:

To:

Head IT
AAAL, IGI Airport, Terminal-1
New Delhi-110023

Ref.: AAAL/IT/2022-23/302

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 of2021

Signature
(In the Capacity of)

Name:

Duly authorized to sign the Bid for and on behalf of

B) MANUFACTURER'S AUTHORISATION FORMAT

Ref. No.

Date:

To

· Head IT

AAAL, IGI Airport, Terminal-1
New Delhi-110023

Whereas..... (Name and Address of the Manufacturer) who are established and 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..... dtd..... 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 2023

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: name of the members			
6.	Name of Proprietor/ partners/			
7.	Number of Engineers			
8.	Number of total Employees			
9.	Some of Solution 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:

E) COMMERCIAL BID FORMAT**COMMERCIAL BID TO BE SUBMITTED ON VENDOR'S LETTER HEAD**

SL NO	DESCRIPTION	QTY	UNIT RATE WITH YEARLY SUBSCRIPTION CHARGE (EXCL OF GST)	TOTAL AMOUNT EXCL OF GST
1	FIREWALL	1	1 st year	
2			2 nd year	
3			3 rd year	
4	GST			

- Lowest bidder will be calculated by summing up line item 1, 2 & 3. However AMC payment from 2nd year will be done on yearly basis.

**INSTRUCTIONS TO
TENDERERS**

1. **EMD at the rate as highlighted in the Bid Document shall be submitted in form of Demand Draft from any of the Nationalized/Scheduled banks in favour of ALLIANCE AIR AVIATION LIMITED Payable at NEW, failing which the Tender will not be considered.**
2. 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, relationship between the two sets of units must be furnished.
3. Preference will be given to those tenders offering supplies from ready stocks and on the basis of F.O.R destination/delivery at site.
 - a) All available technical literature, catalogues 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 confirm 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 catalogues, 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 appropriate response for the same.
4. 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.
5. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
6. 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.
7. The authority of the person signing the tender, if called for, should be produced.

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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 erection of plants & machinery and subsequent testing, should such a condition is 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, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account 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, 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 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) All the replacement stores shall also be guaranteed/warranted for a period of 36 months from the date of arrival of the stores at purchaser's site.
- (g) 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 exclusively 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 despatched. The consignment should be despatched with 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 '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. DELIVERY:

- (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:
 - (i) 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 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 cancelling 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 authorise 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 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 re-purchase 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.

9. 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 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 8 thereof.

1. **Legal status:** The relationship of the parties shall be that of independent contractors. Nothing in this contract shall be construed to create a joint venture, agency or partnership or similar relationship between the parties, or to authorize a party to act as an agent or representative for the other party. No Party shall have express or implied authority to bind or represent the other party for any purpose whatsoever unless expressly agreed in writing by the other party.

2. **Severability:** If any clause, section or provision of this contract is found to be invalid, illegal or unenforceable, by the provisions of the applicable law, such invalidity, illegality or unenforceability shall not render the remaining clauses, sections or provisions hereof invalid, illegal or unenforceable. In such a case, the parties shall amend this contract as appropriate, seeking to achieve the minimum extent necessary to make this contract, legal valid and enforceable.

10. **PAYMENT:** Payment against supplies delivered will be effected after 45 days credit from the date of submission of invoice provided the supplies are as per specification/contractual agreement and quality mentioned in tender document/contractual agreement.

11. Resolution of Disputes and Arbitration Clause:

- a) Any dispute arising between the service provider and AAAL (Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the contract or the validity or breach thereof (the "Dispute"), shall first be settled by mutual consultation between the authorized representatives of the parties. If the dispute remains unresolved after a period of 30 (Thirty) days from the date when mutual consultation has, the same shall be settled and finally resolved by arbitration.
- b) Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the service contract or validity or the breach thereof, shall be referred to "SCOPE FORUM OF CONCILIATION AND ARBITRATION- GOVT OF INDIA" and the award made in pursuance thereof shall be binding on the parties to the arbitration.
- c) Each party shall bear their own cost with respect to such arbitration.
- d) Any Dispute whatsoever arising out of this contract shall be subject to the exclusive jurisdiction of the

courts of New Delhi Only.

12. COUNTER TERMS AND CONDITION 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.

13. SECURITY FOR PURCHASE OF MATERIALS:

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 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 random basis, as per the requirements.
2. The ink-signed certificate shall be provided on vendors letter head along with the offer (in case of online tender, copy of ink-signed certificate shall be uploaded along with your offer under concerned tab. Original in Hard copy shall be produced on request). In case of non-submission of certificate, the purchase preference shall not apply.

14. In 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 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 their mutual interest in the business.
- f) Registration and Item empanelment of the Indian Agent.

Annexure-c

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

Date : _____

Tender No. AAAL/IT/2022-23/302

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 the 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) fail to execute the contract, if required, or (ii) fail to furnish the Performance Security, in accordance with the instructions to 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 person whose name and capacity are shown)
In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of 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)