



TECHNICAL DIRECTORATE

GLOBAL e-TENDER

(Tender ID: 2025 _AAI_231175_1)

TENDER DOCUMENT

FOR

SUPPLY OF 38 Nos. AIRFIELD CRASH FIRE TENDERS (ACFTs) / AIRCRAFT RESCUE AND FIRE FIGHTING VEHICLES (ARFFVs) OF 10,000 LITERS WATER TANK CAPACITY WITH 08 YEARS COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AFTER 02 YEARS OF DEFECT LIABILITY PERIOD FOR USE AT VARIOUS AIRPORTS IN INDIA.

Bid Manager	:	Deputy General Manager (Technical)
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AIRPORTS AUTHORITY OF INDIA
GLOBAL e-TENDER (Tender ID: 2025 _AAI_231175_1)
NIT SUMMARY

1.	Name of work	Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.
2.	Estimated Cost of Work	Estimated Cost: INR (₹) 323.66 Crores (INR (₹) 3236.60 Million) OR USD (\$) 37.71 Million OR EUR (€) 34.80 Million Excluding GST. Exchange rate as on 24.03.2025 notified by Reserve Bank of India, 1 USD (\$) = INR (₹) 85.8318 and 1 Euro (€) = INR (₹) 93.0171.
3.	Earnest Money Deposit	Earnest Money Deposit amounting to INR (₹) 3.49 Crores (Three Crores Forty-Nine Lakhs Only) OR USD (\$) 406,609.00 (Four Hundred Six Thousand, Six Hundred Nine Only) OR EUR (€) 375,200.00 (Three hundred Seventy-Five Thousand, Two Hundred Only) Excluding GST, to be submitted online or offline. In case of offline, EMD should be submitted in form of BG as per Annexure - XXIV .
4.	Fee of Tender Document	INR (₹) 38,350.00 OR USD (\$) 447.00 OR EUR (€) 412.00 (Including GST and Non-refundable). <i>The Tender Fee shall be paid online only, after registration in e-procurement portal.</i>
5.	Total Time Allowed	As mentioned in Para 3.2.1 & 3.2.2 of SECTION-C.
6.	Published Date & Time	28.03.2025 at 1600 hrs. (IST)
7.	Tender Document Download / Sale Start Date & Time	28.03.2025 from 1630 hrs. (IST)
8.	Start Date & Time for raising queries by bidders	28.03.2025 from 1630 hrs. (IST)
9.	Closing Date & Time for raising queries by bidders	17.04.2025 at 1700 hrs. (IST)
10.	Date & Time of Pre-Bid Conference / Meeting with bidders	23.04.2025 at 1100 hrs. (IST)
11.	Closing Date & Time for response by AAI to the queries raised by bidders	08.05.2025 at 1700 hrs. (IST)
12.	Start Date & Time of Bid Submission	09.05.2025 from 1000 hrs. (IST)
13.	Last / End Date & Time of Bid Submission	02.06.2025 at 1700 hrs. (IST)
14.	Last Date & Time of receipt of Original Bank Guarantee for Earnest Money Deposit (EMD), if paid offline, in the form of Bank Guarantee as per Annexure -	03.06.2025 at 1700 hrs. (IST)

	XXIV along with Letter of Undertaking as per Annexure - VIII(B) and Duly filled and signed Pre-Contract Integrity Pact as per Annexure - XII in the office of Bid Manager.	
15.	Date & Time of Opening of Bid (Tender Fee, EMD, Letter of Undertaking for Unconditional Acceptance, Letter of Undertaking from the bidder regarding debarment / blacklisting / restraintment, Power of Attorney / Authorization of Bidder and Duly filled and signed Pre-Contract Integrity Pact) (Pack-1) .	03.06.2025 at 1730 hrs. (IST)
16.	Date & Time of Opening of PQQ Bids (Pack-2) .	04.06.2025 at 1530 hrs. (IST)
17.	Date & Time of Opening of Technical Bids (Pack-3) .	23.06.2025 at 1500 hrs. (IST)
18.	Submission of Make in India (MII) Envelope <i>i.e. Duly Filled Original hardcopy of Annexure - X(A), Annexure - X(B) and Annexure - X(C).</i>	Prior to opening of Financial Bids.
19.	Date & Time of Opening of Financial Bids (Pack-4) .	04.07.2025 at 1500 hrs. (IST)
20.	Date & Time of Electronic Reverse Auction	Will be intimated after opening of Financial Bids.

AIRPORTS AUTHORITY OF INDIA
GLOBAL e-TENDER
(Tender ID: 2025 _AAI_231175_1)

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

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Certified that the Tender Document contains 277 (Two Hundred and Seventy-Seven) Pages which are numbered as above, Including Cover page, NIT Summary and Index.

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AIRPORTS AUTHORITY OF INDIA
GLOBAL e-TENDER
(Tender ID: 2025 _AAI_231175_1)

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

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GLOBAL e-TENDER (Tender ID: 2025 _AAI_231175_1)
NOTICE INVITING TENDER

1. Airports Authority of India invites Item rate Global e -Tender through CPP Portal in 04 (Four) Pack System as per following details: -

a. “Class-I Local Supplier / Class-II Local Supplier / Non-Local Supplier” who are Original Equipment Manufacturer (OEM) of Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 4,500 Liters Water Tank Capacity or higher Capacity.

OR

b. “Class-I Local Supplier / Class-II Local Supplier / Non-Local Supplier” who are 100% Indian Subsidiary Company / Branch of Foreign Parent Company who is Original Equipment Manufacturer (OEM) of Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 4,500 Liters Water Tank Capacity or higher Capacity.

OR

c. “Class-I Local Supplier / Class-II Local Supplier” manufacturing in India under a license from a Foreign Manufacturer (*OEM of ACFTs / ARFFVs of 4,500 Liters Water Tank Capacity or higher Capacity*) who holds Intellectual Property Rights and where there is a Technology Collaboration Agreement / Transfer of Technology Agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in Local Content (*Either Indian Associate / Partner of Foreign Manufacturer OR Foreign Manufacturer in its own capacity shall participate in the Tender as bidder*).

S. No.	Name of the work	Estimated Cost (Excluding GST)	Earnest Money Deposit (Excluding GST)	Cost of Tender (Including GST & Non-refundable)
1.	Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.	Supply: INR (₹) 271.61 Crores (INR (₹) 2716.10 Million) OR USD (\$) 31.64 Million OR EUR (€) 29.20 Million. CAMC: INR (₹) 52.05 Crores (INR (₹) 520.50 Million) OR USD (\$) 6.06 Million OR EUR (€) 5.60 Million. Total Cost: INR (₹) 323.66 Crores (INR (₹) 3236.60 Million) OR USD \$ 37.71 Million OR EUR (€) 34.80 Million.	Earnest Money Deposit amounting to INR (₹) 3.49 Crores (Three Crores Forty-Nine Lakhs Only) OR USD (\$) 406,609.00 (Four Hundred Six Thousand, Six Hundred Nine Only) OR EUR (€) 375,200.00 (Three hundred Seventy-Five Thousand, Two Hundred Only) Excluding GST shall be submitted online or offline in form of BG as per Annexure – XXIV by all bidders (other than those who are exempted from payment of EMD).	INR (₹) 38,350.00 OR USD (\$) 447.00 OR EUR (€) 412.00

2. The Bill of Quantities (Indicative Item rate BoQ) is given in **Annexure - II** and detailed Technical Specifications of the ACFT / ARFFV are given in SECTION-D of the Tender Document.
3. The tender is invited through the electronic tendering process and can be downloaded from the Central Public Procurement Portal (CPP Portal) with URL address "<https://etenders.gov.in>". Please note that the submission of the tender is only through the CPP Portal "<https://etenders.gov.in>". The tenders will not be accepted in any other form. Further, it may be noted that tenders which are duly submitted on CPP Portal shall only be final and tenders just saved without submission / publish will not be available for further processing. Bidders are requested to go through the CPP Portal for guidelines, procedures & system requirements. In case of any technical difficulty, bidders may contact on the following help desk numbers & email ids:
 - 3.1 For queries relating to the process of online bid submission or queries relating to CPP Portal or other Technical Assistance on the Portal, please contact the 24x7 Helpdesk, on Telephone Numbers Tel: +91-11-24632950 (Extension No. 3512,3523,3520,3506), +91-11-24657900 or Email Address: eprochelp@aai.aero, etendersupport@aai.aero, amitmishra@aai.aero, sunil.km@aai.aero or gmit@aai.aero
 - 3.2 Before submitting queries related to system, bidders are requested to follow the instructions given in CPP Portal and get their computer system configured according to the recommended settings for the CPP Portal.
 - 3.3 Bidders are requested to mention the URL of the Portal and Tender ID in the subject while emailing any issue along with their Contact details.
 - 3.4 For any issues / clarifications relating to the understanding of the tender(s) published, kindly contact the following Tender Inviting Authority / Bid Manager whose details are given below:

S. No.	Name of the Bid Manager	Designation	E-mail Id	Phone No.
1	Kishornath. R	DGM (Tech)	techchq@aai.aero	+91-11- 243 43364

- 3.5 In order to facilitate the Bidders, the AAI Help desk services shall also be available on all working days (except Sunday) between 0800 – 2000 hours and shall assist users related to the use of CPP Portal. The details of the help desk services along with other useful information regarding e-Tender process are given at the link <https://www.aai.aero/en/Tender/Apply>.
- 3.6 The AAI help desk numbers are intended only for queries related to the ease of use on CPP Portal and help needed on the operation of the Portal. However, AAI shall not be responsible for any reason to bidders for not submitting the bids in the CPP Portal. The Helpdesk services shall remain closed on all Govt. Gazetted Holidays.
4. The critical dates for this Tender are as given below:

S. No.	Activity	Date	Time in IST
1.	Published Date & Time	28.03.2025	1600 hrs. (IST)
2.	Tender Document Download / Sale Start Date & Time	28.03.2025	1630 hrs. (IST)
3.	Start Date & Time for raising queries by bidders	28.03.2025	1630 hrs. (IST)
4.	Closing Date & Time for raising queries by bidders	17.04.2025	1700 hrs. (IST)

S. No.	Activity	Date	Time in IST
5.	Date & Time of Pre-Bid Conference / Meeting with bidders	23.04.2025	1100 hrs. (IST)
6.	Closing Date & Time for response by AAI to the queries raised by bidders	08.05.2025	1700 hrs. (IST)
7.	Start Date & Time of Bid Submission	09.05.2025	1000 hrs. (IST)
8.	Last / End Date & Time of Bid Submission	02.06.2025	1700 hrs. (IST)
9.	Last Date & Time of receipt of Original Bank Guarantee for Earnest Money Deposit (EMD), if paid offline, in the form of Bank Guarantee as per Annexure - XXIV along with Letter of Undertaking as per Annexure - VIII(B) and Duly filled and signed Pre-Contract Integrity Pact as per Annexure - XII in the office of Bid Manager.	03.06.2025	1700 hrs. (IST)
10.	Date & Time of Opening of Bid (Tender Fees, EMD, Letter of Undertaking for Unconditional Acceptance, Letter of Undertaking from the bidder regarding debarment / blacklisting / restraintment, Power of Attorney / Authorization of Bidder and Duly filled and signed Pre-Contract Integrity Pact) (Pack-1).	03.06.2025	1730 hrs. (IST)
11.	Date & Time of Opening of PQQ Bids (Pack-2).	04.06.2025	1530 hrs. (IST)
12.	Date & Time of Opening of Technical Bids (Pack-3).	23.06.2025	1500 hrs. (IST)
13.	Submission of Make in India (MII) Envelope <i>i.e. Duly Filled Original hardcopy of Annexure - X(A), Annexure - X(B) and Annexure - X(C)</i> .	Prior to opening of Financial Bids.	
14.	Date & Time of Opening of Financial Bids (Pack-4).	04.07.2025	1500 hrs. (IST)
15.	Date & Time of Electronic Reverse Auction	Will be intimated after opening of Financial Bids.	

Note: AAI may at its discretion, extend / change the schedule of any activity by issuing a corrigendum on the e-Procurement Portal at <http://etenders.gov.in/eprocure/app> . In such cases, all right and obligations of AAI and the Bidders previously subjected to the Original schedule, shall be as per extended / changed schedule of that activity.

GENERAL INFORMATION AND GUIDELINES (GIG)

1. Purpose and Scope of Tender Document:

On behalf of Chairman, Airports Authority of India, Dy. General Manager (Technical), Airports Authority of India, AAI Office Complex, Safdarjung Airport, New Delhi - 110 003, India invites Item rate Global e-Tender in 04 (Four) Pack System, i.e. Tender Fees, EMD, Letter of Undertaking for Unconditional Acceptance, Letter of Undertaking from the bidder regarding debarment / blacklisting / restraintment, Power of Attorney / Authorization of Bidder and Duly filled and signed Pre-Contract Integrity Pact : **Pack-1**, Pre-Qualification Qualifier (PQQ) Bid : **Pack 2**, Technical Bid : **Pack 3** and Financial Bid : **Pack 4**, for **“Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India”**.

2. Public Procurement (Make in India), Order – 2017 and revision thereof including Public Procurement (Make in India), Order – 2017, revision dated 19th July 2024 issued by Public Procurement Section, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry (**Annexure - XI**) or as amended up to the last date of submission of bid shall be applicable to this e-Tender.

Local Content as defined under Public Procurement (Make in India), Order – 2017 and revision thereof including Public Procurement (Make in India), Order – 2017, revision dated 19th July 2024 (**Annexure - XI**) or as amended up to the last date of submission of bid shall be applicable to this e-Tender.

3. Bidder firm shall submit a Letter of Undertaking for Unconditional Acceptance as per **Annexure - I(A)** and Letter of Undertaking regarding debarment / blacklisting / restraintment as per **Annexure - I(B)**.

4. The bid shall be submitted by:

- a. “Class-I Local Supplier / Class-II Local Supplier / Non-Local Supplier” who are Original Equipment Manufacturer (OEM) of Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 4,500 Liters Water Tank Capacity or higher Capacity.

OR

- b. “Class-I Local Supplier / Class-II Local Supplier / Non-Local Supplier” who are 100% Indian Subsidiary Company / Branch of Foreign Parent Company.
- (i). Indian Subsidiary Company / Branch may utilize Work Experience (*as defined under Para 15.2 of SECTION-A of this Tender Document*) & Financial credentials i.e. Turnover (*as defined under Para 15.3 of SECTION-A of this Tender Document*) of Foreign Parent Company, provided Foreign Parent Company shall submit a Letter of Undertaking allowing Indian Subsidiary Company / Branch to use its credentials for Work Experience & Financial Strength. The Foreign Parent Company must submit a Letter of Undertaking to provide all required technical knowhow to Indian Subsidiary Company / Branch for successful completion of the project as per **Annexure - XXX**.

- (ii). Foreign Parent Company shall be the Original Equipment Manufacturer (OEM) of Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 4,500 Liters Water Tank Capacity or higher Capacity.

OR

- c. "Class-I Local Supplier / Class-II Local Supplier" manufacturing in India under a license from a Foreign Manufacturer (OEM of ACFTs / ARFFVs of 4,500 Liters Water Tank Capacity or higher Capacity) who holds Intellectual Property Rights and where there is a Technology Collaboration Agreement / Transfer of Technology Agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in Local Content as defined under Public Procurement Policy (Preference to Make in India), Order 2017 dated 19th July 2024, notified by Government of India, Ministry of Commerce and Industry, Department of Promotion of Industrial and Internal Trade (Policy Procurement Section) (**Annexure - XI**) or as amended up to the last date of submission of bid.
- (i). In case, Indian Associate / Partner of Foreign Manufacturer is participating in the Tender as bidder, Financial credentials i.e. Turnover (*as defined under **Para 15.3** of SECTION-A of this Tender Document*), shall be met by Indian Bidder in its own capacity but Work Experience (*as defined under **Para 15.2** of SECTION-A of this Tender Document*) may be utilized of his associated Foreign Manufacturer.
- (ii). In case, Foreign Manufacturer is participating in the Tender as bidder, Financial credentials i.e. Turnover (*as defined under **Para 15.3** of SECTION-A of this Tender Document*) and Work Experience (*as defined under **Para 15.2** of SECTION-A of this Tender Document*) shall be met by Foreign Manufacturer in its own capacity.
- (iii). The Foreign Manufacturer shall be the Original Equipment Manufacturer (OEM) of Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 4,500 Liters Water Tank Capacity or higher Capacity.

5. Conflict of Interest among Bidders / Agents:

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

- 5.1 They have controlling partner(s) in common; or
- 5.2 They receive or have received any direct or indirect subsidy / financial stake from any of them; or
- 5.3 They have the same legal representative / agent for purposes of this bid; or
- 5.4 They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- 5.5 Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components / sub-assembly / assemblies from one bidding manufacturer in more than one bid.
- 5.6 Bidder or any of its affiliates participated as a consultant in the preparation of the design or Technical Specifications of the Contract that is the subject of the Bid;
- 5.7 In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership / management, only one unit

should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business / management units in same / similar line of business.

- 5.8 No bidder firm or its subsidiary firm or its parent firm shall be allowed to submit alternate bids contrary to the competitive spirit of the Tender. Such bids shall be summarily rejected.
6. This Tender Document includes requirements in respect of description of work, details of end locations, delivery schedules, payment schedules, support services etc. The firm shall assume complete responsibility for Supply, training and commissioning of ACFT / ARFFV at Consignee Airports and providing maintenance during Defect Liability and CAMC Period.

7. Tender Fee:

- 7.1 The Fee of Tender Document shall be INR (₹) 38,350.00 OR USD (\$) 447.00 OR EUR (€) 412.00 (Including GST and Non-refundable). The Fee of Tender Document shall be paid online through Payment Gateway of CPP Portal. The procedure for online payment of Tender Fee through Payment Gateway of CPP Portal is given in **Annexure - XX**.
- 7.2 Indian Associates / Partners or 100% Indian Subsidiary Company / Branch may submit the Tender Fee through online mode on behalf of their Foreign OEM or Foreign Parent Company respectively.
- 7.3 Govt. of India's Guidelines issued from time to time relating to exemption of Tender Fee shall be applicable to eligible bidders.

8. Earnest Money Deposit (EMD):

- 8.1 The Earnest Money Deposit amounting to INR (₹) 3.49 Crores (Three Crores Forty-Nine Lakhs Only) OR USD (\$) 406,609.00 (Four Hundred Six Thousand, Six Hundred Nine Only) OR EUR (€) 375,200.00 (Three hundred Seventy-Five Thousand, Two Hundred Only), Excluding GST shall be paid online, through Payment Gateway of CPP Portal in favor of Airports Authority of India, New Delhi OR in the form of Bank Guarantee (BG) as per **Annexure - XXIV** from a Nationalized / Scheduled Bank (as per RBI schedule) but not from Cooperative or Gramin Bank. Indian Associates / Partners or 100% Indian Subsidiary Company / Branch can also submit EMD in INR (₹) / USD (\$) / Euro (€) on behalf of their Foreign OEM or Foreign Parent Company respectively. The EMD if paid offline in the form of Bank Guarantee, then the Original Bank Guarantee as per **Annexure - XXIV** along with Letter of Undertaking as per **Annexure - VIII(B)** shall be submitted in the Office of Bid Manager before the Bid Opening Date & Time (**Pack-1**).
- 8.2 The Earnest Money Deposit shall be valid for a period of 180 days from the notified Date of Opening of Bid (**Pack-1**) without any condition. In case of any extension of tender opening date, or delay in finalization of tender, the bidder shall extend validity of Earnest Money Deposit suitably.
- 8.3 Bidders shall provide the name, designation, address, Fax, email id & Phone number of the bank issuing BG for confirmation purpose.

- 8.4 Govt. of India's Guidelines issued from time to time relating to exemption of Earnest Money should be applicable to eligible (MSE, SSI or PSU) bidders.
- 8.5 Bids received without EMD (other than those who are exempted from payment of EMD) as specified in the tender, shall be rejected out rightly.
- 8.6 Verification of BG submitted against EMD shall be done as per **Para 17.1.6.1** of SECTION- A of this Tender Document.
- 8.7 Bidder shall also submit the SFMS message along with the BG and its subsequent amendments, if any.

9. Debarment in case of default by the bidder:

The bidder shall liable to be suspended from being eligible for bidding in any Contract with Airports Authority of India for a period of not exceeding 02 (Two) years, if the bidder:

- 9.1 Withdraw or amend the Bid or breach the terms and conditions of the tender or impairs or derogates from the tender in any respect within the validity period of the tender.
- 9.2 Fail to enter into a Contract with AAI within 15 calendar days (*or extended period as approved by the Technical Sanction (TS) Authority in AAI*) from the date of issue of the Purchase Order.
- 9.3 Fail to submit the Performance Bank Guarantee as stipulated in General Conditions of Contract within 30 calendar days (*or extended period as approved by the Technical Sanction (TS) Authority in AAI*) from the date of issue of the Purchase Order in case of Supply and Commissioning. Similarly, fail to submit the PBG for CAMC within 30 calendar days before expiry of Defect Liability Period at Consignee Airports / Concerned Regional Headquarters (RHQs) of AAI.
- 9.4 Submit any incorrect / false information or document in the tender or submit documents having discrepancy which disqualify the bidder.
- 9.5 Do not accept the conditions of the Contract even after agreeing to do so and submitting the Letter of Undertaking for Unconditional Acceptance of the Terms and Conditions of the Tender.
- 9.6 Fail to honour the commitment to the Electronic Reverse Auction Price.
- 9.7 Fail to accept the Letter of Intent (LOI) / Purchase order within the stipulated time.
- 9.8 Fail to adhere to the Terms & Conditions of Contract.
- 9.9 Fail to adhere to the scheduled time line / time period of important milestones during currency of the Contract as stipulated in "**Important Milestones of Contract**" Table in **Para 2.6.3** of SECTION-B of this Tender Document.
- 9.10 Breaches the Integrity Pact as given under **Para 25** and Code of integrity as given under **Para 26** of SECTION-A.
- 9.11 In case of Supply of sub-standard material, Non-Supply of material, abandonment of work, sub-standard quality of work, poor / unsatisfactory performance / no progress of work even after lapse of more than 50% of the total delivery period, AAI reserves the right to cancel the Contract, forfeit the PBG for Supply & Commissioning besides debarment and blacklisting of the Contractor.

10. Instructions to the bidders for the e-submission of the bids online through tender site <https://etenders.gov.in/eprocure/app>:

- 10.1 The Tender Document has been published on the Central Public Procurement Portal (**URL <https://etenders.gov.in/eprocure/app>**). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering

on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>.

10.2 Registration:

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

10.3 Searching for Tender Document:

- 10.3.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include organization name, location, date value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of Contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 10.3.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the Tender Document.
- 10.3.3 The bidders should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

10.4 Preparation of Bids:

- 10.4.1 Bidder should take into account any corrigendum published on the Tender Document before submitting their bids. Please go through the Tender advertisement and the Tender Document carefully to understand the documents required to be submitted as part of the bid. Please note that each pack, should have the number of documents including the names and content of each of the document that needs to be submitted.

- 10.4.2 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender Document / schedule and generally, they can be in PDF/SLS/RAR/DWF formats. Bid documents may be preferably scanned with 100 dpi with black and white option.
- 10.4.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. Those documents may be directly submitted from the “My Space” area while submitting a bid, and need not to be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- 10.5 Submission of Bids:**
- 10.5.1 Bidders should log into the site well in advance for bid submission so that the bidder uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 10.5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Document.
- 10.5.3 Bidders shall pay the Fee of Tender Document online through Payment Gateway of CPP Portal. The procedure for online payment of Tender Fee through Payment Gateway of CPP Portal is given in **Annexure - XX**.
- 10.5.4 Bidders should submit the Earnest Money Deposit of amount specified in the Tender through Payment gateway of CPP Portal or in the form of Bank Guarantee as per **Annexure - XXIV**. The Original Bank Guarantee for EMD as per **Annexure - XXIV** along with Letter of Undertaking as per **Annexure - VIII(B)** should be posted / courier / given in person in the Office of Bid Manager, before the Bid Opening Date & Time. The details of the Original Bank Guarantee for EMD, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time otherwise the tender will be summarily rejected.
- 10.5.5 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus or any other reason, during tender opening, the bid is liable to be rejected.
- 10.5.6 Bidders are required to note that they should necessarily submit their Financial Bids in the Proforma provided and no other Proforma is acceptable. The Financial Bid has been given as a Standard BoQ Proforma (BoQ_xxxx.xls) with the Tender Document, the same is to be downloaded and filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the Green Coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 10.5.7 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock).
- 10.5.8 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- 10.5.9 The uploaded Tender Document become readable only after the Tender opening by the authorized bid openers.
- 10.5.10 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10.5.11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings, if any.

Note:

1. The language of all documents under above Para's to be submitted and manuals, instructions, technical documentation, etc. to be provided under this Contract in future, by successful bidder shall be in English language.
2. Technical Bid, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and / or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected.

10.6 Assistance to bidders:

- 10.6.1 For any technical related queries please contact the 24x7 Helpdesk, on Telephone Numbers Tel: +91-11-24632950 (Extension No. 3512,3523,3520,3506), +91-11-24657900 or Email Address: eprochelp@aai.aero, etendersupport@aai.aero, amitmishra@aai.aero, sunil.km@aai.aero or gmit@aai.aero
- 10.6.2 **Note-** Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues / queries relating the tender(s) published kindly contact the respective Tender Inviting Authority: 0120-4001002, 0120-4001005, 0120-4493395 E-Mail: support-eproc@nic.in.
- 10.6.3 For any Policy related matter / queries, please contact Dept of Expenditure, Ministry of Finance. E-Mail: cphp-doe@nic.in.
- 10.6.4 For any Technical issues / queries relating to the publishing and submission of AAI Tender(s): -

- a. In order to facilitate the bidders as well as internal users from AAI, help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).
- b. Before submitting queries, bidders are requested to follow the instructions given in “Guidelines to Bidders” and get their computer system configured according to the recommended settings as specified in the portal at “System Settings for CPPP”.

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

S. No.	Support Person	Escalation Matrix	E-Mail Address	Contact Numbers	Timings
1	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	+91-11-24632950, Ext-3512	0800-2000 Hrs. (Mon-Sat)
2	Mr. Gamit Vaibhav Manekjibhai, JE(IT)	After 4 Hrs. of issue	etendersupport@aai.aero OR Vaibhav_g@aai.aero	+91-11-24632950, Ext-3523	0930-1800 Hrs. (Mon-Fri)
3	Sh. Amit Mishra, Sr. Manager (IT)	After 12 Hrs.	amitmishra@aai.aero	+91-11-24632950 Extn: 3520	0930-1800 Hrs. (Mon-Fri)
4	Sh. Sunil Kumar, Jt. GM (IT)	After 24 Hrs.	sunilkm@aai.aero	+91-11-24632950 Extn: 3506	0930-1800 Hrs. (Mon-Fri)
5	General Manager (IT)	After 03 Days	gmitchq@aai.aero	+91-11-24657900	0930-1800 Hrs. (Mon-Fri)

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

The above-mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal. For queries related to the tender published on the portal, bidders are advised to contact Bid Manager of AAI, DGM (Technical), Email: techchq@aai.aero, Contact No. +91- 11 – 24632950 (*Extension 3364*).

10.7 Pre-Bid Conference / Meeting:

- 10.7.1 AAI will hold Pre-Bid Conference / Meeting with bidders based on the number and type of queries received on CPP Portal, against this NIT. Pre-Bid Conference / Meeting will be held Online through video conferencing or at Rajiv Gandhi Bhawan, New Delhi on the date specified below in **Para-11**.
- 10.7.2 Bidders must ensure that the points on which clarifications are required by them have already been submitted to AAI in advance through e-procurement portal <https://etenders.gov.in/eprocure/app> as per the schedule mentioned in the tender. Only these queries will be discussed during Pre-Bid Conference / Meeting. Queries need to be uploaded in following format: -

Name of the Bidder:			
Tender Fee Paid: Yes / No (strike out whichever is not applicable)			
S. No.	Tender Para No. & Page No.	Details / Provision in Tender Para No.	Query

- 10.7.3 Bidders or their authorized representatives will be permitted to attend the Pre-Bid Conference / Meeting. Delegates participating in the Pre-Bid Conference / Meeting must provide a photo identity and an authorization letter as per the format in **Annexure**

- **XXXI** "Authorization for attending a Pre-Bid Conference / Meeting "from their Company / Principals and the same must be sent by email to Bid Manager else, they shall not be allowed to participate. **No further queries will be accepted after the Pre-Bid Conference / Meeting and the terms and conditions including scope of work decided after the Pre-Bid Conference / Meeting will be frozen for all purposes.**

- 10.7.4 Bidders are advised to restrict maximum 02 (Two) numbers of representatives during Pre-Bid Conference / Meeting.
- 10.7.5 AAI shall publish the responses to their queries made in the Pre-Bid Conference / Meeting as corrigendum in the CPP Portal subsequently containing amendments of provisions of the Tender Document (if any), which shall form part of the Tender Document.
- 10.7.6 AAI makes no representation or warranty as to the completeness or accuracy of any response by AAI, nor does AAI undertake to answer all the queries that have been raised by the bidders.
- 10.7.7 Please note that AAI expects the bidders to comply with all Tender Specifications / Conditions which have been frozen after Pre-Bid Conference / Meeting and hence non-conforming bids shall be rejected outrightly without seeking any further clarification.

11. Schedule of Important Activities:

S. No.	Activity	Date	Time in IST
1.	Published Date & Time	28.03.2025	1600 hrs. (IST)
2.	Tender Document Download / Sale Start Date & Time	28.03.2025	1630 hrs. (IST)
3.	Start Date & Time for raising queries by bidders	28.03.2025	1630 hrs. (IST)
4.	Closing Date & Time for raising queries by bidders	17.04.2025	1700 hrs. (IST)
5.	Date & Time of Pre-Bid Conference / Meeting with bidders	23.04.2025	1100 hrs. (IST)
6.	Closing Date & Time for response by AAI to the queries raised by bidders	08.05.2025	1700 hrs. (IST)
7.	Start Date & Time of Bid Submission	09.05.2025	1000 hrs. (IST)
8.	Last / End Date & Time of Bid Submission	02.06.2025	1700 hrs. (IST)
9.	Last Date & Time of receipt of Original Bank Guarantee for Earnest Money Deposit (EMD), if paid offline, in the form of Bank Guarantee as per Annexure - XXIV along with Letter of Undertaking as per Annexure - VIII(B) and Duly filled and signed Pre-Contract Integrity Pact as per Annexure - XII in the office of Bid Manager.	03.06.2025	1700 hrs. (IST)
10.	Date & Time of Opening of Bid (Tender Fees, EMD, Letter of Undertaking for Unconditional Acceptance, Letter of Undertaking from the bidder regarding debarment / blacklisting / restraintment, Power of Attorney / Authorization of Bidder and Duly filled and signed Pre-Contract Integrity Pact) (Pack-1) .	03.06.2025	1730 hrs. (IST)
11.	Date & Time of Opening of PQQ Bids (Pack-2) .	04.06.2025	1530 hrs. (IST)
12.	Date & Time of Opening of Technical Bids (Pack-3) .	23.06.2025	1500 hrs. (IST)
13.	Submission of Make in India (MII) Envelope i.e. <i>Duly Filled Original hardcopy of Annexure - X(A), Annexure - X(B) and Annexure - X(C).</i>	Prior to opening of Financial Bids.	
14.	Date & Time of Opening of Financial Bids (Pack-4) .	04.07.2025	1500 hrs. (IST)
15.	Date & Time of Electronic Reverse Auction	Will be intimated after opening of Financial Bids.	

Note: AAI may at its discretion, extend / change the schedule of any activity by issuing a corrigendum on the e-Procurement Portal at <http://etenders.gov.in/eprocure/app> . In such cases, all right and obligations of AAI and the Bidders previously subjected to the Original schedule shall be as per extended / changed schedule of that activity.

12. Transfer of Tender Document: Tender Documents are not transferable.

13. Amendment to Tender Document:

At any time, prior to Last Date & Time of submission of bids, AAI, if it deems appropriate to revise any part of this tender or to issue additional data to clarify the interpretation of provisions of this tender, it may issue Corrigendum to this tender. Any such Corrigendum shall be deemed to be incorporated in this tender and binding on the bidders. Corrigendum will be notified through e-Procurement Portal at <https://etenders.gov.in/eprocure/app>.

14. Period of Validity of Bids:

The Bids shall remain valid for **180 days** from the notified Date & Time of Opening of Bid (**Pack-1**). AAI shall summarily reject a bid as non-responsive, if found valid for a shorter period. Only in exceptional circumstances, AAI may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing.

15. Eligibility conditions for participating in Pre-Qualification Qualifier (PQQ) Bid:

a. "Class-I Local Supplier / Class-II Local Supplier / Non-Local Supplier" who are Original Equipment Manufacturer (OEM) of Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 4,500 Liters Water Tank Capacity or higher Capacity.

OR

b. "Class-I Local Supplier / Class-II Local Supplier / Non-Local Supplier" who are 100% 100% Indian Subsidiary Company / Branch of Foreign Parent Company.

(i). Indian Subsidiary Company / Branch may utilize Work Experience (*as defined under Para 15.2 of SECTION-A of this Tender Document*) & Financial credentials i.e. Turnover (*as defined under Para 15.3 of SECTION-A of this Tender Document*) of Foreign Parent Company, provided Foreign Parent Company shall submit a Letter of Undertaking allowing Indian bidder to use its credentials for Work Experience & Financial Strength. The Foreign Parent Company must submit a Letter of Undertaking to provide all required technical knowhow to Indian subsidiary Company / Branch for successful completion of the project as per **Annexure - XXX**.

(ii). Foreign Parent Company shall be the Original Equipment Manufacturer (OEM) of Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 4,500 Liters Water Tank Capacity or higher Capacity.

OR

c. "Class-I Local Supplier / Class-II Local Supplier" manufacturing in India under a license from a Foreign Manufacturer (OEM of ACFTs / ARFFVs of 4,500 Liters Water Tank Capacity or higher Capacity) who holds Intellectual Property Rights and where there is a Technology Collaboration Agreement / Transfer of Technology Agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in Local Content as defined under Public Procurement Policy (Preference to Make in India), Order

2017 dated 19th July 2024, notified by Government of India, Ministry of Commerce and Industry, Department of Promotion of Industrial and Internal Trade (Policy Procurement Section) (**Annexure - XI**) or as amended up to the last date of submission of bid.

- (i). In case, Indian Associate / Partner of Foreign Manufacturer is participating in the Tender as bidder, Financial credentials i.e. Turnover (*as defined under **Para 15.3** of SECTION-A of this Tender Document*), shall be met by Indian Bidder in its own capacity but Work Experience (*as defined under **Para 15.2** of SECTION-A of this Tender Document*) may be utilized of his associated Foreign Manufacturer.
- (ii). In case, Foreign Manufacturer is participating in the Tender as bidder, Financial credentials i.e. Turnover (*as defined under **Para 15.3** of SECTION-A of this Tender Document*) and Work Experience (*as defined under **Para 15.2** of SECTION-A of this Tender Document*) shall be met by Foreign Manufacturer in its own capacity.
- (iii). The Foreign Manufacturer shall be the Original Equipment Manufacturer (OEM) of Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 4,500 Liters Water Tank Capacity or higher Capacity.

15.1 Following documents are required to be submitted in Pre-Qualification Qualifier (PQQ) Bid:

- 15.1.1 Valid Certificate of Incorporation for Public / Private Limited Company / Firm issued by Appropriate Authority. Registered partnership deed in case of Partnership Firm or Copy of Certificate / Licence issued by Appropriate Authorities / Department / Body or Chamber of Commerce / GST Certificate in case of proprietary firm.
- 15.1.2 Declaration from Authorized Signatory of Bidder being an Original Equipment Manufacturer (OEM) or 100% Indian Subsidiary Company / Branch of Foreign Parent Company or Manufacturing under Technology Collaboration Agreement or Transfer of Technology Agreement as per **Annexure - XXV**. The bidder shall submit any of the following documents as a proof of being Original Equipment Manufacturer (OEM) bidder OR Foreign Parent Company (in case of participation of 100% Indian subsidiary) being Original Equipment Manufacturer (OEM) OR Foreign Manufacturer (in case of participation under Technology Collaboration Agreement or Transfer of Technology Agreement) being Original Equipment Manufacturer (OEM) of Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 4,500 Liters Water Tank Capacity or higher Capacity issued by respective Govt. Body / Chamber of Commerce:
 - (i) Intellectual Property Right (i.e. via Copyright notice)
OR
 - (ii) Trademark Registration Certificate
OR
 - (iii) Patent / Design registration Certificate

Note: - The above-mentioned documents shall be valid on Last Date & Time of Submission of Bid and shall also remain valid during the currency of the Contract.

- 15.1.3 In case of Foreign Parent Company or Foreign OEM is from a country which shares a land border with India, Self-attested copy of Registration Certificate of Foreign Parent Company / Foreign OEM with Competent Authority {as per para No. 1 of Order (Public Procurement No. 1) dated 23.07.2020 issued by Public Procurement Division,

Department of Expenditure, Ministry of Finance, Govt. of India vide F. No. 6/18/2019-PPD (**Annexure - XXI**) or as amended up to the last date of submission of bid } is required to be submitted. Registration should be valid at the time of submission of Bid and should also remain valid at the time of acceptance of Bid. *The bidder is required to submit Letter of Undertaking for Non- restriction from bidding as per Annexure - XXII.*

15.1.4 Self- Certification as per **Annexure - X(A)** and UDIN generated Certificate from Statutory Auditor or Cost Auditor of the bidder company (in case of companies) OR from a Practicing Cost Accountant or Practicing Chartered Accountant (in respect of suppliers other than companies) as **per Annexure - X(C)**.

15.1.5 Valid GST Certificate and Valid Permanent Account Number (PAN) (*for Indian bidders and Foreign registered firm having Permanent establishment in India*).

15.2 Experience:

15.2.1 The bidder should have successfully completed *similar** works of Supply / Supply & Comprehensive Annual Maintenance Contract (CAMC) of Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 4,500 Liters Water Tank Capacity or higher Capacity in the **last** 07 (Seven) years as on date of submission of bid as per following criteria:

Value Criteria:

a) One work order of value equal to INR (₹) 258.93 Crores (Two Hundred Fifty-Eight Crores and Ninety-Three Lakhs Only) OR USD (\$) 30,167,141.00 (Thirty Million One Hundred Sixty-Seven Thousand One Hundred Forty-One Only) OR Euro (€) 27,836,817.00 (Twenty-Seven Million Eight Hundred Thirty-Six Thousand Eight Hundred Seventeen Only) or more.

Or

b) Two separate work orders, each for a value equal to INR (₹) 161.83 Crores (One Hundred Sixty-One Crores and Eighty-Three Lakhs Only) OR USD (\$) 18,854,317.00 (Eighteen Million Eight Hundred Fifty-Four Thousand Three Hundred Seventeen Only) OR Euro (€) 17,397,876.00 (Seventeen Million Three Hundred Ninety-Seven Thousand Eight Hundred Seventy-Six Only) or more.

Or

c) Three separate work orders, each for a value equal to INR (₹) 129.46 Crores (One Hundred Twenty-Nine Crores and Forty-Six Lakhs Only) OR USD (\$) 15,082,988.00 (Fifteen Million Eighty-Two Thousand Nine Hundred Eighty-Eight Only) OR Euro (€) 13,917,871.00 (Thirteen Million Nine Hundred Seventeen Thousand Eight Hundred Seventy-One Only) or more.

Quantity Criteria:

a) One work order of quantity equal to 30 (Thirty) Nos. or more.

Or

b) Two separate work orders, each for a quantity equal to 19 (Nineteen) Nos. or more.

Or

c) Three separate work orders, each for a quantity equal to 15 (Fifteen) Nos. or more.

Note: - In case of submission of experience related documents of Private sectors claimed by Indian bidder, they shall submit TDS Certificate in support of the value of work

executed by them if they have submitted experience for the required value of work from private organization. The Indian agencies having submitted experience certificate issued by Government / Semi Govt. / PSU for required value of work, need not submit TDS certificate.

15.2.2 Important Note:

- (a) For determining eligibility of tenderer under Value Criteria of Experience, Completion Cost shall be considered Excluding GST. The Bidder shall give Letter of Undertaking mentioning whether the GST / Pre-GST Taxes are included in the completion cost or not, in the client Completion Certificate. If included, the bidder shall mention the percentage / break up cost of these components.
- (b) In case of non-submission of required Letter of Undertaking, AAI shall determine GST / Pre GST-Taxes, components as per AAI guidelines amended from time to time and shall carry out further evaluation accordingly.

15.2.3 Tenderers showing Certificate for Work Experience from Non-government / Non-PSU organizations should submit copy of Tax Deduction at Sources (TDS) Certificate(s) along with a Certificate issued by registered Chartered Accountant, clearly specifying the name of work, total payment received against the work and TDS amount for the work.

In case the Indian bidder is using the Work Experience of their Foreign OEM to meet the experience criteria, following document in place of TDS Certificate is also acceptable:

- a) Document equivalent to TDS Certificate in the country of Foreign OEM.
OR
- b) In case document equivalent to TDS is also not available, then Bank transaction details between foreign OEM and respective client.
OR
- c) In case document equivalent to TDS is also not available, the Certificate issued by Statutory Auditor / Cost Auditor (in case of Companies) or from Practicing Cost / Practicing Chartered Accountant (in respect of suppliers other than companies) of their Foreign OEM certifying that payment has been received and work has been executed against the respective Supply Order.

However, bidder shall be fully responsible for genuineness of submitted documents and shall be dealt as per Tender Condition.

15.2.4 The value of completion cost of the work (other than INR (₹)) shall be calculated by considering the Exchange rate as notified by Reserve Bank of India or by International currency conversion sources, if currency conversion rate not available with Reserve Bank of India. Value of executed works shall be brought out to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.

The bidder shall submit the Completion Certificate issued by client / end users as per the Proforma given below or indicating the following details: -

Proforma of Completion Certificate

S. No.	Description	Details provided
1.	Name of Work / Project & Location	
2.	Name & Address of the Client with contact details & e-mail id	
3.	Awarded Cost of work (Rs. in Lakhs) [Excluding GST, taxes etc.]	
4.	Awarded Quantity of work	
5.	Date of Commencement as per Contract	
6.	Stipulated Date of Completion	
7.	Actual Date of completion	
8.	Completion cost / Cost of Actual work done (Rs. in Lakhs) [Excluding GST, taxes etc.]	
9.	Actual Quantity of work done	

15.2.5 For 100% Indian Subsidiary Company / Branch of Foreign Parent Company utilizing credentials of Foreign Parent Company:

If an Indian Subsidiary Company / Branch claims the Work Experience and / or Financial criteria like Turnover etc. on the basis of its Foreign Parent Company, who is the Original Equipment Manufacturer (OEM) of ACFTs/ARFFVs, the Indian Subsidiary Company / Branch can participate in the Tender subject to submission of following:

15.2.5.1 Documentary evidence which proves that the Indian Subsidiary Company / Branch is indeed 100% wholly owned subsidiary or branch of the Foreign Parent Company as under:

Audited Balance sheet showing equity holdings patterns between the Foreign Parent Company and their wholly owned Indian Subsidiary Company / Branch.

OR

Certificate by the Chartered Accountant / Auditor of Foreign Parent Company showing equity holding patterns between the Foreign Parent Company and their wholly owned Indian Subsidiary Company / Branch.

OR

Duly notarized Certificate by the Foreign Parent Company that the Indian Subsidiary Company / Branch is their wholly owned subsidiary / branch and may be allowed to participate in the AAI tender.

15.2.5.2 A Letter of Undertaking from the Foreign Parent Company that they will provide all required technical support, technical knowhow and will take full responsibility and liability of bidding by their Indian Subsidiary Company / Branch till the successful completion of Contract Period as per **Annexure - XXX**.

15.2.5.3 Foreign Parent Company shall also submit Letter of Undertaking that the said Work Experience Credentials have not been used by any of their other Indian Subsidiary Company / Branch or by them i.e., the Foreign Parent Company itself for the same Tender.

15.2.5.4 In case above statement / Letter of Undertaking under above **Para 15.2.5.3** is found violated, the bids of companies / firms / tenderers, who had submitted the Work Experience credentials of the same Foreign Parent Company, shall be summarily rejected and their entire EMD amounts shall be forfeited.

- 15.2.5.5 Documents as mentioned in **Para 15.1.2** for proof of being Original equipment Manufacturer (OEM) from respective Govt. body / Chamber of Commerce having information that Foreign Parent Company, whose credentials are being used, is an Original Equipment Manufacturer of “**ACFTs/ARFFVs**”. Certificate of incorporation from respective Govt. body / Chamber of Commerce indicating address of manufacturing facilities in respect of Foreign Parent Company shall also be submitted.
- 15.2.5.6 Indian Subsidiary Company / Branch may also use the Financial Strength of Foreign Parent Company who owns 100 % shares. In case of take-over or acquisition of dissolvent company, the past experience of solvent company in terms of Technical strength, Manpower and Technology can be used by the company which has taken-over. However, in such situation the Financial Strength of Parent Company can only be considered.
- 15.2.5 The scope of works in respect of works claimed against above Para, should be substantiated by submission of appropriate documentation such as relevant portion of the Contract.
- 15.2.6 Last Date of submission of Bid shall be taken as reference for assessing the eligibility criteria.
- 15.2.7 AAI shall at its discretion may ask the bidder(s) to submit the proof of deposit of VAT / GST / Equivalent Tax / TDS amount deposited with the Government Authorities with reference to the details mentioned at **Para 15.2** above.

15.3 **Turnover:**

- 15.3.1 Average Annualized Financial Turnover: Bidder should have Annualized Average Financial Turnover of INR (₹) 97.10 Crore (INR (₹) 971.00 Million) or USD (\$) 11.31 Million or Euro (€) 10.44 Million or equivalent during last three financial years ending 31st March 2024 or 31st December 2023 as the case may be in their country.
- 15.3.2 Self-Attested copies of documents required for Turnover:

Abridged Balance sheet along with Profit & Loss Account of the bidder for the last three financial years (2021-2022, 2022-23 and 2023-2024) for F.Y. ending in March 2024 or 2021, 2022 and 2023 for F.Y. ending in December 2023 as the case may be in their country.

- 15.3.3 Indian Bidders have to submit UDIN generated documents like Balance sheet / Turnover Certificate, Tax Deduction at Source (TDS) Certificates for Non- Govt. works etc. as per NIT conditions duly certified by Chartered Accountant (CA) having UDIN. The documents submitted by bidders without UDIN shall not be entertained.

15.4 **Resources:**

- 15.4.1 The bidder should have adequate facilities to carry out CAMC of ARFFVs / ACFTs at various Consignee Airports for a total period of 10 (Ten) years including the Defect Liability Period of 02 (Two) years and 08 (Eight) years thereafter in terms of personnel, equipment and manufacturing facilities.

15.4.2 In case, the Foreign OEM bidder themselves undertakes to provide CAMC for total period of 10 (Ten) years including the Defect Liability Period of 02 (Two) years and 08 (Eight) years thereafter in India, they shall submit a Self-Certification that they have adequate infrastructure, resources and trained manpower for carrying out the CAMC OR they shall submit a Self-Certification that their Indian Associate / Partner or Indian Subsidiary Company / Branch is having adequate infrastructure, resources and trained manpower for carrying out CAMC for total period of 10 (Ten) years including the Defect Liability Period of 02 (two) years and 08 (eight) years thereafter.

15.5 Association for CAMC:

15.5.1 In case of the Foreign OEM Contractor, they shall have an association with only one Indian firm having adequate infrastructure and resources so as to provide required expertise in terms of men & material to provide effective CAMC for the total period of 10 (Ten) years including the Defect Liability Period of 02 (Two) years, and 08 (Eight) years thereafter. The Indian Associate / Partner or Indian Subsidiary Company / Branch shall have adequate infrastructure and resources for manufacturing / fabricating / servicing including major repair of Fire Fighting Vehicles / ACFT / ARFFV / Heavy Vehicles.

Notwithstanding the above conditions, the AAI's agreement for CAMC shall be with the OEM or Indian Associate / Partner or Indian Subsidiary Company / Branch authorized by the OEM. However, OEM only shall bear the complete responsibility for the same.

OR

The Foreign OEM Contractor themselves OR through their Indian Associate / Partner or Indian Subsidiary Company / Branch shall provide effective CAMC of ACFT / ARFFV at various Consignee Airports for total period of 10 (Ten) years including the Defect Liability Period of 02 (Two) years and 08 (Eight) years thereafter.

15.5.2 In case, any Foreign OEM Contractor will utilize the services of Indian Associate / Partner or Indian Subsidiary Company / Branch for CAMC, they shall submit the Authorization letter indicating details of Indian Associate / Partner or Indian Subsidiary Company / Branch. In case of any lapse / violation by the Indian Associate / Partner or Indian Subsidiary Company / Branch, action shall be initiated against both the OEM and Indian Associate / Partner or Indian Subsidiary Company / Branch as per the terms and conditions of the Contract.

15.5.3 Documents required for the Indian Associate / Partner or Indian Subsidiary Company / Branch in support of above (Para 15.5.1):

- (a) Valid Certificate of Incorporation for Public / Private Limited Company / Firm issued by Appropriate Authority. Registered partnership deed in case of Partnership Firm.
- (b) Industry Registration Certificate issued by Appropriate Authority.
- (c) Self-certification from Indian Associate / Partner or Indian Subsidiary Company / Branch that they have adequate infrastructure, resources and trained manpower for carrying out CAMC for total period of 10 (Ten) years including the Defect Liability Period of 02 (Two) years and 08 (Eight) years thereafter.
- (d) Permanent Account Number (PAN) issued by Income Tax Dept.
- (e) GST Registration Certificate.

- (f) Agreement or Memorandum of Association between Foreign OEM Contractor and Indian Associate / Partner (Not applicable for Indian Subsidiary Company / Branch).
- (g) Copy of ESIC and EPF Registration Certificate.

15.6 Other Documents Required in Pack-1 / Pack-2:

(a) Other Documents required in Pack-1

- 15.6.1 Letter of Undertaking for Unconditional Acceptance **as per Annexure - I(A)**
- 15.6.2 Letter of Undertaking regarding debarment / blacklisting / restraintment **as per Annexure - I(B)**
- 15.6.3 **Power of Attorney:** Bidder shall submit Power of Attorney (on Non – Judicial Stamp paper of Rupees 100/-) as per **Annexure - XXXII**, authorizing the designated executive to sign all documents on behalf of the company or Firm, if the bid is not signed by the Director of the Company or Partner / Proprietor of the Firm. Overseas Bidder may submit Power of Attorney as per format attached as **Annexure - XXXII** on their Company 's Letter Head.
- 15.6.4 Duly filled and signed Pre-Contract Integrity Pact, signed on each page by bidder or authorized person of bidder as per **Annexure - XII**.

(b) Other Documents required in Pack-2 (PQQ)

- 15.6.5 Nil- Deviation Declaration from the laid down requirement of Tender Document as per **Annexure - XXVII**.
- 15.6.6 Digitally / Duly signed Tender Document along with all Corrigendum, AAI's reply to Pre-Bid queries, etc. as a proof that the bidder has understood all the terms and condition of the tender.
- 15.6.7 Tender Form for execution of Work & Conditions as per **Annexure - IX**.
- 15.6.8 Letter of Undertaking for GST as per **Annexure - XIII**.
- 15.6.9 Article of Memorandum of Association or Partnership deed or Proprietorship deed, if applicable.

15.7 Purchase preference under Make in India Policy:

- 15.7.1 With reference to **Annexure - XI**, Public Procurement (Preference to Make in India), Order 2017, Revision; regarding", dated 19th July, 2024 issued by Public Procurement Section, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry or as amended up to the last date of submission of bid shall be applicable.
- 15.7.2 The following Paras shall be considered for evaluation of Make in India Component: -
 - 15.7.2.1 The bidder who wish to avail preference under Make in India Policy should submit the Self- Certification *on Company's letter head* as per **Annexure - X(A)** and UDIN generated Certificate from Statutory Auditor or Cost Auditor (in case of companies) OR from a Practicing Cost Accountant or Practicing Chartered Accountant (in

respect of suppliers other than companies) as per **Annexure - X(C)** at the time of bidding / tendering indicating percentage of Local Content. They shall also give details of the location(s) at which the local value addition is made.

- 15.7.2.2 The bidder should not upload scanned copy of “details of Local Content” as per **Annexure - X(B)**. However, Duly Filled Original hard copy of **Annexure - X(B)** along with **Annexure - X(A)** and **Annexure - X(C)** shall be submitted by the bidder in the Office of Bid Manager only in a sealed envelope i.e. **“Make in India envelope”** at a later stage (i.e. before Date of Opening of Financial Bids). The same shall be opened after completion of Electronic Reverse Auction.
- 15.7.2.3 The Contractor shall also submit UDIN generated Certificate from Practicing Cost / Practicing Chartered Accountant as per **Annexure - X(D)** during the execution of the Contract.
- 15.7.2.4 For cases where it is not possible to provide certification by Practicing Cost / Practicing Chartered Accountant at the time of execution of project, the Contractor shall be permitted to provide the above Certificate for Local Content within 15 days of completion of Supply as per **Annexure - X(D)**.
- 15.7.2.5 Such Certificate from the Practicing Cost / Practicing Chartered Accountant as per **Annexure - X(D)**, shall be final to decide the category of Contractor as Class-I Local Supplier / Class –II Local Supplier / Non-Local Supplier and accordingly penalty, if any, shall be imposed & recovered from the Contractor’s bill.
- 15.7.2.6 Local Content declared under **Annexure - X(A), Annexure - X(B) and Annexure - X(C)** may vary at the time of execution of work. However, the executed percentage of Local Content shall meet the minimum Local Content requirement for “Class-I Local Supplier” / “Class –II Local Supplier / Non-Local Supplier” (as applicable) in accordance with the “Public Procurement Policy (Preference to Make in India), Order 2017” dated 19th July, 2024 or as amended up to the last date of submission of bid.
- 15.7.2.7 In case, the Contractor fails to submit the required Certificate from Practicing Cost / Practicing Chartered Accountant within stipulated period OR does not qualify as Class-I Local Supplier / Class-II Local Supplier / Non-Local Supplier as per the Self-Certification / Certification submitted at the time of tendering / bidding and the category of the Contractor changes from Class-I Local Supplier to Class-II Local Supplier / Non-Local Supplier or from Class-II Local Supplier to Non-Local Supplier, a penalty as detailed below shall be imposed and recovered from the supplier’s / Contractor’s bill (*however, Contract once awarded shall not be terminated on this account*):
- i. Change of category of the Contractor from Class-I Local Supplier to Class-II Local supplier: Penalty @ 7.5% of the Contract value / final value of work done, whichever is lower.
 - ii. Change of category of the Contractor from Class-I Local Supplier to Non-Local supplier: Penalty @ 10% of the Contract value / final value of work done, whichever is lower.
 - iii. Change of category of the supplier / Contractor from Class-II Local Supplier to Non-Local supplier: Penalty @ 7.5% of the Contract value / final value of work done, whichever is lower.

- iv. In case Contractor fails to submit the Certificate from Practicing Cost / Practicing Chartered Accountant within stipulated period (i.e. during execution or within 15 days of completion of Supply): Penalty @ 10% of the Contract value / final value of work done, whichever is lower, shall be imposed & recovered from the supplier / Contractor's bill.
- 15.7.2.8 Penalty shall be calculated on the base rates (Excluding GST). GST, if applicable, shall be extra. In addition to above i.e. (i) / (ii) / (iii) / (iv), the Contractor can be debarred for 02 (Two) Years from participation in AAI tenders.
- 15.7.2.9 Imported items sourced locally from Resellers / Distributors shall be excluded from calculation of Local Content.
- 15.7.2.10 The License fees / Royalties paid / Technical charges paid out of India shall be excluded from Local Content calculation.
- 15.7.2.11 Procurement / Supply of Repackaged / Refurbished / Rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of Local Content. The definition of Repackaged / Refurbished / Rebranded imported products shall be as given in the aforesaid order on MII Policy.
- 15.7.2.12 The cost involving services such as transportation, insurance, installation, commissioning, training and after sales service support like CAMC etc. cannot be claimed as local value addition for **"Class-I Local Supplier / Class-II Local Supplier / Non-Local Supplier"** under "Make in India" Policy.
- 15.7.2.13 False declarations will be a breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 15.7.2.14 Purchase preference to Class-I Local Supplier and verification of Local Content will be as per Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19th July 2024 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, Government of India or as amended up to the last date of submission of bid.
- 15.7.2.15 A bidder who has been debarred by any other procuring entity for violation of this order i.e. Public Procurement Policy (Preference to Make in India), order 2017" dated 19th July 2024 or as amended up to the last date of submission of bid shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment.
- 15.8 **Manufacture under Technology Collaboration Agreement / Transfer of Technology Agreement with Foreign Manufacturer for indigenous manufacture of a product developed abroad with clear phasing of increase in Local Content:**

In accordance with **clause 13** of DPIIT Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19th July 2024 or as amended up to the last date of submission of bid, for promoting MII initiative of Government of India and for wider participation & competitive bidding, Class-I Local Supplier / Class-II Local Supplier manufacturing in India under

license from a Foreign Manufacturer who holds Intellectual Property Rights and where there is a Technology Collaboration Agreement / Transfer of Technology Agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in Local Content can participate in the above tender. Following additional documents to be submitted in this regard:

15.8.1 In case, Indian Associate / Partner of Foreign Manufacturer is participating in the Tender as bidder:

- (i) Documents as mentioned in **Para 15.1.2** for proof of being Original equipment Manufacturer (OEM) from respective Govt. Body / Chamber of Commerce having information that Foreign Manufacturer is an OEM of offered “Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs)”. Certificate of incorporation from respective Govt. body / Chamber of Commerce indicating address of manufacturing facilities in respect of Foreign OEM shall also be submitted.
- (ii) The Foreign OEM of ACFTs / ARFFVs shall submit a Letter of Undertaking (**Annexure - XXXV**) that:
 - a) Indian Associate / Partner is manufacturing the ACFTs / ARFFVs under Technology Collaboration Agreement / Transfer of Technology Agreement with them and can use its credentials for Work Experience. However, Financial Strength (**Para 15.3 - Turnover**) of only Indian bidder shall be considered for bid evaluation.
 - b) The Foreign OEM shall provide full support to AAI till expiry of Defect Liability period and ensure availability of spares during the entire life cycle of the product.
- (iii) Indian Associate / Partner shall submit copy of Formal Agreement with Foreign OEM for manufacturing the ACFTs / ARFFVs under Technology Collaboration Agreement / Transfer of Technology Agreement with clear phasing of increase in Local Content.
- (iv) The Indian Associate / Partner having Technology Collaboration Agreement / Transfer of Technology Agreement with Foreign OEM for manufacturing of said ACFTs / ARFFVs shall submit a Letter of Undertaking as per **Annexure - XXXVI**.
- (v) Indian Associate / Partner who wish to avail Purchase preference under Make in India policy should submit the documents as per **Para 15.7** above.

15.8.2 In case, Foreign Manufacturer is participating in the Tender as bidder:

- (i) Documents as mentioned in **Para 15.1.2** for proof of being Original equipment Manufacturer (OEM) from respective Govt. Body / Chamber of Commerce having information that Foreign Manufacturer is an OEM of offered “Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs)”. Certificate of incorporation from respective Govt. body / Chamber of Commerce indicating address of manufacturing facilities in respect of Foreign OEM shall also be submitted.
- (ii) Financial credentials i.e. Turnover (*as defined under **Para 15.3** of SECTION-A of this Tender Document*) and Work Experience (*as defined under **Para 15.2** of SECTION-A of this Tender Document*) shall be met by Foreign Manufacturer in its own capacity.

- (iii) Foreign Manufacturer who wish to avail Purchase preference under Make in India policy should submit the documents as per **Para 15.7** above.

16. Post Tender qualification for Technical evaluation:

Apart from the eligibility conditions as specified in the tender, the following shall also be considered for the evaluation:

- 16.1 Bidder should have resources in place, as specified in eligibility conditions. If required, the Technical Evaluation Team may visit the factory premises of the firm / factory premises at which the ACFT / ARFFV is being manufactured through local value addition in India as well as assess the performance of ACFTs / ARFFVs, manufactured by them.
- 16.2 If any document submitted in 'Technical Bid' is found to be false, AAI reserves the right to forfeit the EMD besides debarment and blacklisting of the bidder without assigning any reasons thereof.
- 16.3 Airports Authority of India reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder.

17. Preparation and Submission of Bids:

Bids shall be prepared and submitted in 04 (Four) Packs: EMD, Tender fees, Letter of Undertaking for Unconditional Acceptance, Letter of Undertaking regarding debarment / blacklisting / restraintment, Power of Attorney and Duly filled and signed Pre-Contract Integrity Pact in **Pack-1**, PQQ Bid in **Pack-2**, Technical Bid in **Pack-3** and Financial Bid in **Pack - 4**.

- 17.1 Submission of Documents: EMD, Tender fees, Letter of Undertaking for Unconditional Acceptance, Letter of Undertaking regarding debarment / blacklisting / restraintment, Power of Attorney and Duly filled and signed Pre-Contract Integrity Pact (*To be uploaded in **Pack-1***):

S. No.	NIT Para	Eligibility Criteria	Supporting Document must have the following salient information which AAI would like to consider	Documents required to be uploaded
1	2	3	4	5
1.	7	Tender Fee.	Tender Fee shall be paid online through Payment Gateway of CPP Portal.	Proof of payment of Tender Fee.
2.	8.1	Earnest Money Deposit by the Bidder.	Proof of Earnest Money Deposit { <i>Earnest Money Deposit of value as given in the Notice Inviting Tender (NIT) of this tender shall be accepted online through Payment Gateway of CPP Portal Or offline in form of Bank Guarantee as per Annexure – XXIV.</i> }	Self-attested scanned copy of proof of Earnest Money Deposit by the Bidder. Self-attested scanned copy of Bank Guarantee for Earnest Money Deposit (EMD), if paid offline, in the form of Bank Guarantee as per Annexure - XXIV

S. No.	NIT Para	Eligibility Criteria	Supporting Document must have the following salient information which AAI would like to consider	Documents required to be uploaded
				along with Letter of Undertaking as per Annexure - VIII(B)
3.	15.6.1 15.6.2	i. Letter of Undertaking for Unconditional Acceptance as per Annexure - I(A) ii. Letter of Undertaking regarding debarment / blacklisting / restraintment as per Annexure - I(B) .	As per Annexure - I(A) . As per Annexure - I(B) .	Scanned Copy of Annexure - I(A) and Annexure - I(B) .
4.	15.6.3	Power of Attorney (POA) as per Annexure - XXXII , if applicable.	Power of Attorney for signing Tender Document.	Scanned Copy of Power of Attorney as per Annexure - XXXII .
5.	15.6.4	Duly filled and signed Pre-Contract Integrity Pact	As per Annexure - XII .	Duly filled and signed scanned Copy of Annexure - XII .
6.	-----	Checklist of Pack-1 Bid	Checklist of Pack-1 Bid as per Annexure - XXIII(A) .	Duly Filled Scanned Copy of Checklist of Pack-1 Bid as per Annexure - XXIII(A) .

Note: -

- i. The Original documents uploaded against **S. No. 2 & 5** of the Table in **Para 17.1** above, shall be submitted in the Office of Bid Manager before the Bid Opening Date & Time (**Pack-1**) as stipulated in **Para 11** "Schedule of Important Activities" of this tender, failing which, bid shall be liable to rejection.
- ii. MSE / NSIC bidders shall upload copy of their valid Registration Certificate i.e. MSE (UDYAM) Registration Certificate / NSIC Certificate for relevant category for the purpose of verifying their claim for exemption of EMD.

17.1.1 Online payment of Tender Fee & EMD:

- 17.1.1.1 AAI has implemented online acceptance of Tender Fee and Earnest Money Deposit (EMD) through Payment Gateway of CPP Portal. The settlement of Tender Fee, forfeiture / refund of EMD as per the case, will be executed through online mode except if EMD submitted in the form of Bank Guarantee (BG)-Paper Form.
- 17.1.1.2 State Bank of India (SBI) has been authorized by AAI as a Nodal Bank and its payment gateway has been integrated / mapped with CPP Portal for the collection of Tender Processing Fee and EMD through e-procurement portal from various bidders participating in e-Tendering / e-Procurement process. SBI shall hold the amount in Current / Savings Bank account till the time of finalization of tendering process. Bank will settle the Tender Fee of bidders as per the case. Bank will refund

EMD to unsuccessful bidders and the EMD of L-1 bidder will remain in the pooling account and after AOC (Award of Contract) completion on the portal, the L-1 bidders EMD amount will be refunded to their source account.

- 17.1.1.3 For online payment of Tender Fee & EMD, bidder shall login to the portal <https://etenders.gov.in/> with valid User ID (i.e. User ID mapped with Digital Signature Certificate) and can pay the requisite Fee / Amount as mentioned in Tender Document through Net Banking (SBI and Other Banks) and NEFT / RTGS. Further Procedures for online payment of Tender Fee & EMD through payment Gateway are provided in **Annexure - XX**.

17.1.2 Offline payment of EMD through Bank Guarantee (BG):

The Bidders shall upload scanned copy of the valid EMD document on CPP Portal as detailed below:

- 17.1.2.1 For submission of EMD through Bank Guarantee, bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instrument.
- 17.1.2.2 The Bidder shall submit the EMD in the form of Bank Guarantee of amount specified in **Para 8.1** as per **Annexure - XXIV** from a Nationalized / Scheduled Bank (as per RBI schedule) but not from Cooperative or Gramin Bank along with Letter of Undertaking as per **Annexure - VIII(B)**.
- 17.1.2.3 The EMD in the form of Bank Guarantee shall be valid for a period of 180 days from the notified Date of Opening of Bid (**Pack-1**) without any conditions of the Contractor. In case of any extension of Tender opening date or in case the tender is not finalized within the bid validity period, the bidder shall get extended the validity of EMD along with bid validity for a suitable period else the bid is liable for rejection.
- 17.1.2.4 The Original EMD in the form of Bank Guarantee should be submitted / sent to the the Office of Bid Manager directly by the issuing bank under Registered Post / Registered (A.D.) / Speed Post, so as to reach on or before the last date and time of bid submission. Scanned copy of the EMD in the form of BG shall be uploaded in **Pack-1** on the CPP Portal or otherwise the uploaded bid will be rejected.
- 17.1.2.5 The BG shall contain the name, designation and code number of the Bank officer(s) signing the guarantee(s). Further the bidder shall provide the name, designation, address, fax number, e-mail id and telephone number of the bank issuing the Bank Guarantee.
- 17.1.2.6 Verification of Bank Guarantees submitted by Bidders to AAI will be done through Structured Financial Messaging System (SFMS) of ICICI bank as defined in **Para 17.1.6.1** of this Section.
- 17.1.2.7 In exceptional cases, the EMD in the form of BGs may be accepted directly from the bidders, however, in such cases the bidder shall request the issuing branch to immediately send an unstamped duplicate copy of the BG directly to the Office of

Bid Manager of AAI by Registered post / Registered Post (A.D.) / speed post with a covering letter to compare with the Original BGs so as to confirm that it is in order.

- 17.1.2.8 The Bidder shall not change or alter or modify in any way, the language or contents of **Annexure - XXIV** (EMD Bank Guarantee) of this document.

17.1.3 Refund of EMD:

- 17.1.3.1 EMD of bidders who are disqualified in PQQ or Technical Stage, shall be returned / refunded after rejection of their bid at each stage.
- 17.1.3.2 EMD of all qualified bidders, whose Financial Bids are opened (except the confirmed L-1 bidder) shall be returned / refunded, after issue of Purchase Order to the successful bidder.
- 17.1.3.3 EMD of the successful bidder will be returned / refunded after receipt of Performance Bank Guarantee against Performance Security or Performance Bank Guarantee (PBG) as per **Para 17.1.5**.
- 17.1.3.4 If AAI cancel this Tender process, then AAI will return the EMD of all Bidders for whom the EMD was not already forfeited and encashed.
- 17.1.3.5 AAI shall refund same amount as received from bidders towards EMD and in the same currency with no interest or any other expenses, whatsoever, in any manner to the bidder or its authorized representative.
- 17.1.3.6 The Bidder shall provide the requisite Bank Account details for return of EMD.

17.1.4 Forfeiture of EMD:

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

- 17.1.4.1 If the bidder withdraws or amends its bid or breach the conditions of the tender or impairs or derogates from the tender in any respect within the period of validity of the tender.
- 17.1.4.2 If the successful bidder fails to enter into a Contract with AAI within 15 calendar days (or an extended period as approved by the Technical Sanction (TS) Authority in AAI) from the date of issue of Purchase Order.
- 17.1.4.3 If the successful bidder fails to submit the Contract Performance Bank Guarantee (PBG) as stipulated in the Terms and Conditions (**Para 17.1.5**) within 30 calendar days (or an extended period as approved by the Technical Sanction (TS) Authority in AAI) from the date of issue of Purchase Order.
- 17.1.4.4 If the bidder knowingly and wilfully supplied incorrect information in the tender.
- 17.1.4.5 In the event of not accepting the conditions of the Contract even after agreeing to do so and submitting the Letter of Undertaking for Unconditional Acceptance of Terms and Conditions of the Tender as per **Annexure - I(A)**.

- 17.1.4.6 AAI may issue a Letter of Intent (LOI) for Tendered Work to the declared L-1 bidder and ask the bidder to accept the LOI unconditionally within the specified time. If the bidder fails to accept the LOI unconditionally, it will be construed that the Bidder is not interested in the offer. In such a situation AAI will encash and forfeit the EMD.
- 17.1.4.7 If the bidder fails to accept the Letter of Intent / Purchase Order, unconditionally within the specified time, it will be construed that the Bidder is not interested in the offer. In such a situation AAI will encash and forfeit the EMD.
- 17.1.4.8 Bidder is required to make sure that only those documents needs to be submitted which can be verified from the issuing Authority. **Failure / no response by the issuing Authority against credential verification by AAI, shall lead to forfeiture of the EMD.**

17.1.5 Performance Security or Performance Bank Guarantee (PBG):

- 17.1.5.1 Performance Security or Performance Bank Guarantee (PBG) for Supply and Commissioning shall be submitted by the successful bidder after Award of Contract. PBG is required to ensure the performance of the Contract. PBG shall be of an amount of 05 (Five) per cent of the value of the Contract (Excluding GST & CAMC cost). Performance Security or Performance Bank Guarantee (PBG) shall remain valid for **Ninety (90) days** beyond the date of completion of all Contractual obligations of the supplier including the Defect Liability Period and shall remain valid as per provisional extension granted by the AAI. If the agency fails to extend the validity of the Performance Bank Guarantee (PBG), the same shall be encashed by AAI and shall be returned only as per other provision of Contract at discretion of AAI.

17.1.5.2 **The Proforma for Performance Security or Performance Bank Guarantee (PBG):**

For Supply and Commissioning, the PBG shall be submitted within 30 calendar days from the date of issue of Purchase Order as per **Annexure - VI** along with Letter of Undertaking as per **Annexure - VIII(A)** in the office of Bid Manager at AAI, CHQ having validity up to Defect liability Period + 90 days.

For CAMC, the PBG shall be submitted within 30 calendar days before expiry of Defect Liability Period as per **Annexure – VII** having validity up to 96 Months + 90 days from the date of commencement of CAMC along with Letter of Undertaking as per **Annexure - VIII(A)** at respective Consignee Airports / Concerned Regional Headquarters (RHQs).

- 17.1.5.3 In case the Contractor fails to submit the Performance Bank Guarantee (PBG) within stipulated period, interest at 12% per annum on Performance Bank Guarantee (PBG) amount would be levied (non-refundable) for delayed period of submission and shall be deducted from the first bill payable to the Contractor. In case, successful bidder fails to submit Performance Bank Guarantee within 60 days from the date of issue of Purchase Order, AAI reserve the right to forfeit the EMD besides debarment and blacklisting of the bidder without assigning any reasons thereof.
- 17.1.5.4 The Performance Bank Guarantee (PBG) will be forfeited and credited to the accounts of AAI in the event of a breach of Contract by the Contractor. It should be refunded to the Contractor without interest, after duly performance and completion

of the Contract in all respects, after 90 (Ninety) days of completion of all such obligations including the Defect Liability Period under the Contract.

17.1.5.5 The Performance Bank Guarantee (PBG) will be returned to the Contractor on completion of all the Contractual liabilities.

17.1.5.6 The Performance Bank Guarantee (PBG) shall be deemed to govern the following guarantees from the successful Contractor, in addition to the other provisions of the guarantee: -

- a. The successful and satisfactory operation of the equipment supplied shall be in accordance with the specifications and other relevant documents.
- b. The equipment supplied shall be free from all defects of design, material and workmanship and upon written notice from AAI, the successful Contractor shall fully remedy, free of expenses to AAI, all such defects as developed under the normal use of the said equipment within Defect Liability Period.
- c. The Performance Bank Guarantee (PBG) is intended to secure the performance of the entire equipment. However, it is not to be construed as limiting the damages stipulated in any other clause.

17.1.6 Verification of Bank Guarantees:

- (a) Bidders shall ensure that Bank Guarantees shall be submitted to AAI directly by the issuing bank under Registered Post / Registered (A.D.) / Speed Post as per the following: -
 - i. Performance Bank Guarantee as per **Annexure - VI** along with Letter of Undertaking as per **Annexure - VIII(A)** for Supply and Commissioning of ACFT / ARFFV in the Office of Bid Manager at AAI, CHQ.
 - ii. In case of imported goods / items or sub-assemblies of ACFTs / ARFFVs for manufacturing of ACFT / ARFFV through “local value addition in India”, Additional Performance Bank Guarantee (PBG) as per **Annexure – XXXVIII** along with Letter of Undertaking as per **Annexure - VIII(C)** in the Office of Bid Manager at AAI, CHQ.
 - iii. Performance Bank Guarantee as per **Annexure - VII** along with Letter of Undertaking as per **Annexure - VIII(A)** for CAMC at respective Consignee Airports / Concerned Regional Headquarters (RHQs) of AAI.
 - iv. Bank Guarantee as per **Annexure - XXIV** along with Letter of Undertaking as per **Annexure - VIII(B)** (for EMD submitted in form of BG) in the Office of Bid Manager at AAI, CHQ.
- (b) The BG shall contain the name, designation and code number of the Bank officer(s) signing the guarantee(s); The BG shall contain the address and other details (including telephone no.) of the controlling officer of the controlling bank from the branch of the bank issuing the BG) for online verification of BG.

17.1.6.1 Verification of EMD (Para 8 of SECTION-A) & Performance Bank Guarantee (Para 2.5 of SECTION-B) through SFMS of ICICI Bank:

- (a) Verification of Bank Guarantees submitted by Bidders to AAI will be done through Structured Financial Messaging System (SFMS) of ICICI bank.

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

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

17.2 Submission of PQQ Bid (Pack-2):

The following documents shall be submitted for PQQ Bid evaluation:

S. No.	NIT Para	Eligibility Criteria	Supporting Document must have the following salient information which AAI would like to consider	Documents required to be uploaded
1	2	3	4	5
1.	15.1.1	Valid Certificate of Incorporation for Public / Private Limited Company / firm issued by Appropriate Authority. Registered partnership deed in case of Partnership Firm.	Valid Certificate of Incorporation. Registered partnership deed in case of Partnership Firm.	Self-attested scanned Copy of the documents.

S. No.	NIT Para	Eligibility Criteria	Supporting Document must have the following salient information which AAI would like to consider	Documents required to be uploaded
2.	15.1.2	<p>Declaration from Authorized Signatory of Bidder being an Original Equipment Manufacturer (OEM) or 100% Indian Subsidiary Company / Branch of Foreign Parent Company or Manufacturing under Technology Collaboration Agreement or Transfer of Technology Agreement as per Annexure - XXV.</p> <p>Proof of being Original Equipment Manufacturer (OEM) issued by respective Govt. Body / Chamber of Commerce.</p>	Declaration as per Annexure – XXV and Proof of being Original Equipment Manufacturer (OEM) issued by respective Govt. Body / Chamber of Commerce	<p>Self-attested scanned copy of: -</p> <p>1. Annexure - XXV</p> <p>and</p> <p>2. <i>Proof of being Original Equipment Manufacturer (OEM) issued by respective Govt. Body / Chamber of Commerce – As per documents mentioned in Para 15.1.2 (as per the case of participation of bidder).</i></p>
3.	15.1.3	In case of Foreign Parent Company or Foreign OEM of Indian Subsidiary Company / Branch or Indian Associate / Partner is from a country which shares a land border with India as per Annexure - XXI .	<p>Self-attested copy of Registration Certificate of Foreign Parent Company / OEM with Competent Authority.</p> <p>Letter of Undertaking for Non-Restriction from Bidding as per Annexure - XXII.</p>	Self-attested Scanned copy of Registration Certificate of Foreign Parent Company / OEM with Competent Authority and Letter of Undertaking as per Annexure - XXII .
4.	15.1.5	<p>Valid GST and Permanent Account Number (PAN).</p> <p><i>(for Indian bidders and Foreign registered firm having Permanent Establishment in India).</i></p>	Valid GST and Permanent Account Number (PAN).	Self-attested Scanned copy of GST and Permanent Account Number (PAN).
5.	15.2.1	<p><u>Experience:</u></p> <p>The bidder should have successfully completed <i>similar*</i> works of Supply / Supply & Comprehensive Annual Maintenance Contract (CAMC) of Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 4,500 Litres Water Tank Capacity or higher Capacity in the last 07 (Seven) years as on last date of submission of bid as per following criteria:</p> <p><u>Value Criteria:</u></p> <p>a) One work order of value equal to INR (₹) 258.93 Crores (Two Hundred Fifty-Eight Crores and Ninety-Three Lakhs Only) OR USD (\$) 30,167,141.00 (Thirty Million One Hundred Sixty-</p>	<p>1. Documents as per Para 15.2.2 (if applicable)</p> <p>2. TDS Certificates / other documents (if applicable) as per Para 15.2.3</p> <p>3. Completion Certificate as per Proforma in Para 15.2.4</p>	Self-attested Scanned copies of the documents.

S. No.	NIT Para	Eligibility Criteria	Supporting Document must have the following salient information which AAI would like to consider	Documents required to be uploaded
		<p>Seven Thousand One Hundred Forty-One Only) OR Euro (€) 27,836,817.00 (Twenty-Seven Million Eight Hundred Thirty-Six Thousand Eight Hundred Seventeen Only) or more.</p> <p>Or</p> <p>b) Two separate work orders, each for a value equal to INR (₹) 161.83 Crores (One Hundred Sixty-One Crores and Eighty-Three Lakhs Only) OR USD (\$) 18,854,317.00 (Eighteen Million Eight Hundred Fifty-Four Thousand Three Hundred Seventeen Only) OR Euro (€) 17,397,876.00 (Seventeen Million Three Hundred Ninety-Seven Thousand Eight Hundred Seventy-Six Only) or more.</p> <p>Or</p> <p>c) Three separate work orders, each for a value equal to INR (₹) 129.46 Crores (One Hundred Twenty-Nine Crores and Forty-Six Lakhs Only) OR USD (\$) 15,082,988.00 (Fifteen Million Eighty-Two Thousand Nine Hundred Eighty-Eight Only) OR Euro (€) 13,917,871.00 (Thirteen Million Nine Hundred Seventeen Thousand Eight Hundred Seventy-One Only) or more.</p> <p><u>Quantity Criteria:</u></p> <p>a) One work order of quantity equal to 30 (Thirty) Nos. or more.</p> <p>Or</p> <p>b) Two separate work orders, each for a quantity equal to 19 (Nineteen) Nos. or more.</p> <p>Or</p> <p>c) Three separate work orders, each for a quantity equal to 15 (Fifteen) Nos. or more.</p> <p>Note: - In case of experience of Private sectors claimed by Indian bidder, they shall submit TDS Certificate in support of the value of work executed by them if they have submitted experience for the required value of work from private organisation. The Indian agencies having submitted experience certificate issued by Government /</p>		

S. No.	NIT Para	Eligibility Criteria	Supporting Document must have the following salient information which AAI would like to consider		Documents required to be uploaded
		Semi Govt. / PSU for required value of work, need not submit TDS Certificate.			
6.	15.2.5	For 100% Indian Subsidiary / Branch of Foreign Parent Company	Documents as per Para 15.2.5		Self-attested copies of the documents as per Para 15.2.5 .
7.	15.3	<u>Turnover:</u> Bidder should have Annualized Average Financial Turnover of INR (₹) 97.10 Crore (INR (₹) 971.00 Million) or USD (\$) 11.31 Million or Euro (€) 10.44 Million or equivalent during last three financial years ending 31 st March 2024 or 31 st December 2023 as the case may be in their country.	Year (Dec. / F.Y.)	Turnover (In INR (₹) / USD \$ / Euro €)	Self-attested Scanned copies of the Balance sheet along with Profit & Loss Account of the bidder for the last three financial years.
			2021/2021-2022		
			2022/2022-2023		
			2023/2023-2024		
			Average (In INR (₹) / USD \$ / Euro €) = Balance sheet along with Profit & Loss Account of the bidder for the last three financial years.		
8.	15.4	<u>Resources:</u> Documents for Resources.	15.4.2 In case, the Foreign OEM bidder themselves undertakes to provide CAMC for total period of 10 (Ten) years including the Defect Liability Period of 02 (Two) years and 08 (Eight) years thereafter in India, they shall submit a Self-Certification that they have adequate infrastructure, resources and trained manpower for carrying out the CAMC OR they shall submit a Self-Certification that their Indian Associate / Partner or Indian Subsidiary Company / Branch is having adequate infrastructure, resources and trained manpower for carrying out CAMC for total period of 10 (Ten) years including the Defect Liability Period of 02 (two) years and 08 (eight) years thereafter.		Self-certification on company's letter head.
9.	15.5	<u>Association for CAMC:</u> Documents for Association for CAMC	15.5.3 Documents required for the Indian Associate / Partner or Indian Subsidiary Company / Branch in support of above (Para 15.5.1): (a) Valid Certificate of Incorporation for Public / Private Limited Company / Firm issued by Appropriate Authority. Registered		Self-attested Scanned copies of the documents.

S. No.	NIT Para	Eligibility Criteria	Supporting Document must have the following salient information which AAI would like to consider	Documents required to be uploaded
			<p>partnership deed in case of Partnership Firm.</p> <p>(b) Industry Registration Certificate issued by Appropriate Authority.</p> <p>(c) Self-certification from Indian Associate / Partner or Indian Subsidiary Company / Branch that they have adequate infrastructure, resources and trained manpower for carrying out CAMC for total period of 10 (Ten) years including the Defect Liability Period of 02 (Two) years and 08 (Eight) years thereafter.</p> <p>(d) Permanent Account Number (PAN) issued by Income Tax Dept.</p> <p>(e) GST Registration Certificate.</p> <p>(f) Agreement or Memorandum of Association between Foreign OEM Contractor and Indian Associate / Partner (Not applicable for Indian Subsidiary Company / Branch).</p> <p>(g) Copy of ESIC and EPF Registration Certificate.</p>	
10.	15.6	Other Documents Required in Pack-2 (PQQ) Bid	<p>15.6.5 Nil-Deviations Declaration as per Annexure - XXVII.</p> <p>15.6.6 Digitally / Duly signed copy of Tender Document along with all Corrigendum, AAI's reply to Pre-Bid queries.</p> <p>15.6.7 Tender Form for execution of Work & Conditions as per Annexure - IX.</p> <p>15.6.8 Letter of Undertaking for GST as per Annexure - XIII.</p>	Self-attested Scanned copies of the documents.

S. No.	NIT Para	Eligibility Criteria	Supporting Document must have the following salient information which AAI would like to consider	Documents required to be uploaded
			15.6.9 Article of Memorandum of Association or Partnership deed or Proprietorship deed, if applicable.	
11.	15.7	Documents for Compliance of Make in India Policy.	<p>i. Self-Certificate specifying whether the bidder is participating as Class-I Local Supplier or Class-II Local Supplier or Non-Local Supplier as per Annexure - X(A).</p> <p>ii. Details of Local Content as per Annexure - X(B).</p> <p>iii. UDIN generated Certificate from Statutory Auditor / Cost Auditor (in case of Companies) or from Practicing Cost / Practicing Chartered Accountant (in respect of suppliers other than companies) regarding percentage of Local Content as per Annexure - X(C).</p> <p>iv. UDIN generated Certificate from Practicing Cost / Practicing Chartered Accountant regarding percentage of Local Content as per Annexure - X(D) during the execution of the Contract.</p>	<p>Self-attested Scanned Copy of Annexure - X(A) & Annexure - X(C).</p> <p>Note: - The bidder should not upload scanned copy of Annexure - X(B). However, Duly Filled Original hard copy of Annexure - X(A), X(B) & X(C) shall be submitted by the bidder only in a sealed envelope i.e. "Make in India envelope" before Date of Opening of Financial Bids.</p> <p>Further, the Contractor shall also submit UDIN generated Certificate as per Annexure - X(D) during the execution of the Contract.</p>
12.	15.8	Manufacture under Technology Collaboration Agreement / Transfer of Technology Agreement with phased indigenization:	<p>1 In case, Indian Associate / Partner of Foreign Manufacturer is participating in the Tender as bidder: Documents as per Para 15.8.1</p> <p>2 In case, Foreign Manufacturer is participating in the Tender as bidder: Documents as per Para 15.8.2</p>	Self-attested Scanned copies of the documents as per Para 15.8.1 OR as per Para 15.8.2 (whichever applicable).
13.	23	Purchase Preference to Central Public Sector Undertaking in relevant field.	-----	Self-attested scanned copies of the documents.
14.	-----	Checklist of PQQ Bid	Checklist of PQQ Bid as per Annexure - XXIII(B)	Duly Filled Scanned Copy of Checklist of PQQ Bid as per Annexure - XXIII(B)

Note:

1. Tender shall be submitted in English language, if any of the supporting documents is submitted in any language other than English, then:
 - 1.1 For Indian languages, the translated English version duly notarized by Indian Notary to be submitted.
 - 1.2 For foreign languages, the translated English version shall be duly apostilled or attested by Indian embassy in that country or embassy of certificate issuing country in India. However, in case of becoming successful bidder, documents shall be verified by Airports Authority of India independently before acceptance of bid.

If information provided is found to be false at any stage, AAI reserves the right to forfeit the EMD and PBG for Supply and Commissioning (whichever is available with AAI at that stage) besides debarment and blacklisting of the bidder without assigning any reasons thereof.

17.3 Submission of Technical Bid (Pack-3):

The following documents shall be submitted for Technical Bid evaluation:

- 17.3.1 Statement of compliance for the offered Technical Specifications of the ACFT / ARFFV along with all accessories (**Appendix-A and Appendix-I to Appendix-X**) as stated in **SECTION-D**.
- 17.3.2 Letter of Undertaking that the Factory Acceptance Test (FAT) shall be as per NFPA-414: 2020 as per **Annexure - V**.
- 17.3.3 Letter of Undertaking regarding Availability of Consumables / Spares as per **Annexure - XV**.
- 17.3.4 Declaration in respect of NFPA-414: 2020 Compliance as per **Annexure - XXVI**.
- 17.3.5 NIL deviation statement in respect of Technical Specifications (SECTION-D) as per **Annexure XXVIII**.
- 17.3.7 Checklist for submission of Technical Bid as per **Annexure - XXIII(C)**.
- 17.3.8 The OEM of ACFT / ARFFV shall assume complete responsibility for the design, construction, and performance of all component parts of the complete vehicle and its accessories and shall submit Self-Certification that the complete vehicle shall meet the requirements of Tender Conditions.

Note: -

Documents to be submitted by the Contractor for Technical evaluation for clearance for manufacturing of ACFTs / ARFFVs before offer of Factory Acceptance Test (FAT) / Pre-dispatch Inspection (Refer **Para 2.28.1.1** of Section-B of this Tender Document): -

Subsequent to the placing of Purchase Order to the Contractor, the Contractor is required to submit one set of hard copy along with soft copy of complete Technical literature, brochures, design, drawings etc. along with OEM Certificate & supporting documents complying to required documents as mentioned in SECTION-D including all accessories and any other essential aspects related with the offered ACFTs / ARFFVs in conformance to the Technical specifications compliance sheet (SECTION-D) uploaded in CPP Portal, within 30 days from the date of issue of Purchase Order for necessary approval by AAI.

In case of non- submission of the above-mentioned documents within the stipulated time period as mentioned above, a penalty @ 0.1% of "Basic Supply cost of ACFTs / ARFFVs" per week for a maximum period of 04 weeks will be levied and shall be deducted from the running bills of the Contractor. After delay of 04 weeks, AAI reserves the right to forfeit the EMD **or** Performance Bank Guarantee for Supply & Commissioning **or** Both (Whichever is available with AAI at that stage) besides debarment and blacklisting of the Contractor and cancellation of the Contract without assigning any reason thereof. (Refer **S. No. 4** of "Important Milestones of Contract" Table in **Para 2.6.3** of SECTION-B of this Tender Document).

17.4 Submission of Financial Bid (Pack-4):

The following shall be the guidelines for on-line submission of financial bid: -

- 17.4.1 Bidders are required to note that they should necessarily submit their Financial Bids in the Proforma provided and no other Proforma is acceptable. The Financial Bid has been given as a standard BoQ Proforma (BoQ_xxxx.xls) with the Tender Document, the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the Green Coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 17.4.2 It shall be clearly understood and noted that Financial Bid of the Tender Document is for pricing alone. No condition, whatsoever, shall be stipulated in this part. Everything that the bidder has to say, regarding tender, other than pricing shall be stated only in Technical Bid of the tender.
- 17.4.3 If conditions stipulated above in **Para 17.4.2**, is found violated, AAI reserves the right to forfeit the EMD besides debarment and blacklisting of the bidder without assigning any reasons thereof.
- 17.4.4 The prices quoted by the bidder shall remain firm during the entire period of Contract and shall not be subject to variation on any account, except statutory Indian govt. taxes and levies in India.
- 17.4.5 AAI reserves the right to reject any or all tenders without assigning any reason. The Financial bids of the bidders who do not qualify in Technical Bid evaluation shall not be opened. AAI also reserves the right at its sole discretion not to award any order

under the tender called. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it. The documentation submitted by bidders shall not be returned.

17.4.6 Original document of Financial Bid shall not be submitted as hard copy to AAI in any case.

17.4.7 Guidelines for selection of currency (from the given drop-down menu) in Column 12 against Item code mentioned in Column 3 of Item rate BoQ: -

- (i) Item 1.01 shall only be quoted in INR (₹) or USD (\$) or EUR (€).
- (ii) Item 1.02 & Item 1.03 shall only be quoted in same currency in which Item 1.01 has been quoted.
- (iii) Item 1.04 shall only be quoted in same currency in which Item 1.01, Item 1.02 & Item 1.03 has been quoted.
- (iv) Item 1.05, Item 2.01, Item 2.02 & Item 2.03 shall only be quoted in INR (₹).

17.4.8 Guidelines for quoting Unit Rate in figures in currency (as mentioned-above in Para 17.4.7) in Column 13 against Item code mentioned in Column 3 of Item rate BoQ: -

- (i) In case of import of Fully Assembled / Completely Built Unit of ACFT / ARFFV, Unit Rate Excluding Custom Duty & IGST against Item 1.01 shall only be quoted. However, in this case, Unit Rate against Item 2.01 shall be quoted as **0.00**.
- (ii) In case of Fully Assembled / Completely Built Unit of ACFT / ARFFV in India, Unit Rate Excluding GST against Item 2.01 shall only be quoted. However, in this case, Unit Rate against Item 1.01, Item 1.02, Item 1.03 & Item 1.04 shall be quoted as **0.00**.
- (iii) In case of manufacturing of ACFT / ARFFV through “local value addition in India”, Unit Rate Excluding Custom Duty & IGST shall be quoted against Item 1.01, Item 1.02 & Item 1.03 and Unit Rate Excluding GST shall be quoted in Item 1.05, Item 2.01, Item 2.02 & Item 2.03.

17.4.9 Guidelines for quoting Custom Duty in currency (as mentioned-above in Para 17.4.7) in Column 13 against Item code 1.04 of Item rate BoQ: -

- (i) The bidder shall quote Custom Duty including Social welfare surcharge / Cess / CVD etc. and Excluding IGST, as applicable, on Assessable Value i.e. C.I.F Value (Item 1.01 + Item 1.02 + Item 1.03) of Item rate BoQ **as per Annexure – II**. The quoted Custom Duty Component Excluding IGST shall be considered for evaluation of Financial Bid (**Pack – 4**).
- (ii) The bidders shall quote the Custom Duty against Item 1.04 of Item rate BoQ in the same currency in which imported items are quoted i.e. currency of C.I.F Value in Item 1.01, Item 1.02 & Item 1.03 of Item rate BoQ which will be converted into INR (₹) at an exchange rates notified by Reserve Bank of India on the Date of Opening of Bid (**Pack-1**) for the purpose of financial evaluation.

- (iii) Custom Duty Excluding IGST has been kept in the item-rate BoQ to calculate the Total Contract value, hence, the bidder shall quote the correct Custom Duty by working out the rate of custom duty as applicable on C.I.F Value of Fully Assembled / Completely Built Unit of ACFT / ARFFV **OR** on the C.I.F value of imported goods / items or sub-assemblies of ACFTs / ARFFVs in accordance with the applicable Indian Customs Tariff Number / CTH Code / HSN Code on the Date of Opening of Bid (**Pack-1**).

17.4.10 The Bidder shall not load any GST against items of Item rate BoQ as the GST Components will not be considered for evaluation of the Tender.

17.5 Tender opening & evaluation:

17.5.1 Evaluation of Tender fees, EMD, Letter of Undertaking for Unconditional Acceptance, Letter of Undertaking regarding debarment / blacklisting / restraintment, Power of Attorney and Duly filled and signed Pre-Contract Integrity Pact (Pack-1**):**

- 17.5.1.1 Documents pertaining to Tender fees, EMD, Letter of Undertaking for Unconditional Acceptance, Letter of Undertaking regarding debarment / blacklisting / restraintment, Power of Attorney and Duly filled and signed Pre-Contract Integrity Pact are downloaded at this stage and verified.
- 17.5.1.2 All submitted tenders shall have paid the requisite Tender Fee before the End Date and Time of submission of Bid.
- 17.5.1.3 All submitted tenders shall have paid the requisite EMD as per **Annexure - XXIV** (if paid offline in the form of BG) before the End Date and Time of submission of Bid.
- 17.5.1.4 MSE / NSIC bidders that are eligible for waiver of Tender fee & EMD shall upload copy of their valid Registration Certificate i.e. MSE (UDYAM) Registration Certificate / NSIC Certificate for relevant category for the purpose of verifying their claim in support of exemption.
- 17.5.1.5 Bank guarantee as per **Annexure - XXIV**, Letter of Undertaking for Unconditional Acceptance, Letter of Undertaking regarding debarment / blacklisting / restraintment, Power of Attorney and Duly filled and signed Pre-Contract Integrity Pact submitted in the tenders will be evaluated first and the eligible bidders only shall be considered for evaluation of PQQ bids.

17.5.2 Evaluation of PQQ Bids (Pack-2**):**

- 17.5.2.1 AAI shall open PQQ Bids as per notified Opening Date and Time. Authorized representatives of AAI shall download all the up-loaded documents against "PQQ" and evaluate bids for Pre- qualification.
- 17.5.2.2 Eligible bidders only shall be considered for evaluation of Technical Bids.

17.5.3 Evaluation of Technical Bid (Pack-3**):**

- 17.5.3.1 AAI shall evaluate the bids to determine whether they are complete, the documents have been digitally signed and the bids are in order.

- 17.5.3.2 The objective of the evaluation is to select a bidder that can provide the desired service with maximum efficiency and quality and meeting the Technical Specifications defined in SECTION-D. *Minor exceptions / deviations may be waived with the approval of Technical Sanction (TS) Authority provided the same does not constitute any material deviation and do not have significant / financial impact and, also would not prejudice or affect the ranking order of the price bid i.e. Financial Bid.*
- 17.5.3.3 AAI will determine the responsiveness of each bid to the Bid documents. For purposes of these clauses, a responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. AAI's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as non-responsive will be rejected by AAI.
- 17.5.3.4 The tenders received and accepted shall be evaluated by AAI to ascertain the complete scope contained in the Tender Document.
- 17.5.3.5 Tenders meeting Technical Bid Criteria as specified herein shall only be informed and considered for opening and evaluation of Financial Bid. However, tenders not meeting Technical Bid Criteria shall be informed for not meeting the Technical Bid Criteria.
- 17.5.3.6 To shortlist technically qualified bidders, the Technical Bids shall be scrutinized by AAI to ensure whether the same are in conformity to Technical specifications as per tender. Bidders shall provide complete information to substantiate compliance of the technical specification listed in the tender. In case of incomplete compliance statement or inadequate information, tenders shall be finalized on the basis of the information available. It shall, therefore, be in the bidders' interest to give complete and comprehensive technical particulars while submitting the bid.
- 17.5.3.7 AAI may seek clarification on technical details or any other information deemed necessary. Such queries raised on-line on e-Procurement Portal <https://etenders.gov.in/eprocure/app> shall be replied on-line positively by the bidder, within the time specified, failing which the evaluation shall be done on the basis of the information available.
- 17.5.3.8 At no cost to AAI, as a part of Technical Evaluation, bidders participating in this tender may be required to demonstrate operational and technical requirements or specifications, at a location considered fit by bidder in consultation with AAI.
- 17.5.3.9 Bidder should have resources in place, as specified in eligibility conditions. If required, the Technical Evaluation Team may visit the factory premises of the firm as well as assess the performance of ACFTs / ARFFVs, manufactured by them.
- 17.5.3.10 If any document submitted in 'Technical Bid' is found to be false or fabricated, AAI reserves the right to forfeit the EMD besides debarment and blacklisting of the bidder without assigning any reason thereof.

- 17.5.3.11 Airports Authority of India reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder.
- 17.5.3.12 In case of non-compliance to the Technical Specifications as per SECTION-D of Tender Document including all accessories (**Appendix-A, Appendix-I to Appendix-X**) uploaded in CPP Portal during the tender by the bidder, AAI holds the right to terminate the Contract without any prejudice manner and forfeit the EMD, Performance Bank Guarantee, besides blacklisting / debarment of the firm.

18 Opening and Evaluation of the Financial Bids (*Pack-4*):

18.1 Opening of Financial Bid:

- 18.1.1 Financial Bids of those bidders who qualify in Technical Bid Evaluation shall be opened by AAI on e-Procurement Portal <https://etenders.gov.in/eprocure/app>.
- 18.1.2 No correspondences / representations shall be entertained from the bidders after finalization of technical evaluation of Bids of the Tender.
- 18.1.3 Date of submission and opening of Tender - ***Pack-1, Pack-2, Pack-3 and Pack-4*** can be extended on sole discretion of AAI.

18.2 Evaluation of Financial Bid:

- 18.2.1 The tenders shall be compared on the basis of overall lowest (L-1) price quoted by the bidders after Electronic Reverse Auction.
- 18.2.2 AAI's decision in the evaluation process shall be final and binding on all Bidders.
- 18.2.3 For the purpose of commercial evaluation, rates quoted by the bidder in a currency other than Indian rupees will be converted into Indian rupees as per exchange rates notified by Reserve Bank of India on the Date of Opening of Bid (***Pack-1***).

19 Comparison and Evaluation of Tender:

- 19.1 Prior to detailed evaluation, the AAI will determine the substantial responsiveness of each Tender Document. A substantial responsive Tender is one, which confirms to all the terms and conditions of the Tender.
- 19.2 A Tender is determined as not responsive, if tender is submitted incomplete, annexures are not filled up, unconditional acceptance letter, power of attorney, and integrity pact not found in proper form, such tenders are liable to be rejected by AAI.
- 19.3 Only those bidders who are meeting the eligibility criteria spelt out in ***Pack-1, Pack-2 and Pack-3*** of the Tender Document, their Financial Bid (***Pack-4***) shall be evaluated to determine whether they are complete, meets tender requirements, free from computational errors, whether the data have been properly filled up, and whether the requisite documents as detailed have been submitted in conformity to the Tender conditions.

20 Electronic Reverse Auction:

- 20.1 This e-tender shall be decided on the basis of Electronic Reverse Auction after opening of Financial Bid.
- 20.2 Bidders whose Technical Bids are accepted and are eligible for opening of the Financial Bids shall only be allowed to participate in Electronic Reverse Auction.
- 20.3 Electronic Reverse Auction is a type of auction (classified as dynamic procurement method) where the starting price, bid decrement, duration of auction, maximum number of automatic extensions are announced before start of online Reverse Auction. If required, Reverse Auction (RA) may be preceded by an e-Procurement process to shortlist competent bidders who would be allowed to participate in the RA. The shortlisted bidders can participate online in the RA after the published time in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within the duration of the RA.
- 20.4 A process for RA is detailed below: -
- 20.4.1 Reverse Auction will be conducted after Financial Bid opening on L-1 price, where-in only L-1 consolidated price shall be visible to the bidders (Bidder details shall not be available at this stage to any one).
- 20.4.2 The Reverse Auction shall be conducted on the overall tender prices and not on individual components.
- 20.4.3 Reverse Auction will be conducted online with bidders from their own offices.
- 20.4.4 Reverse Auction process will be conducted for a period of one hour where the bidders will be allowed to reduce their prices.
- 20.4.5 In case any bidder submits the price within 5 minutes of closing of Reverse Auction timing, the system will automatically extend the Reverse Auction time to further 15 minutes. All participant bidders can reduce the price during this time.
- 20.4.6 If the above situation repeats, i.e. a bidder submits price reduction in last 5 minutes of Closing of Auction, further 15 minutes extension will be automatically allowed.
- 20.4.7 The number of extensions in RA cannot be restricted. System has the provision to perform auto extension.
- 20.4.8 System will allow the Bidder to quote between the limit which is decided by Max Seal Percentage that has to be defined by the purchaser as X percent (%) at the time of Auction Creation. The Value should be in the Multiple of Decrement Value mentioned by purchaser.
- 20.4.9 Minimum decrement: Minimum decrement shall be the minimum amount a bidder has to reduce in order to beat a higher bid. This shall only be in 'absolute value' fixed by AAI and will be available as "Decremental value" in e-auction 'Basic Details' window.

- 20.4.10 After Auction end time, System will generate price comparative chart, which will show the names and rates of bidders quoted in the tender as well as (L-1) rates quoted by them in the auction.
- 20.4.11 The rates received in the Auction shall be final and shall be inclusive of all costs as per the published BOQ. No extra amount on any count for the published BOQ shall be agreed.
- 20.5 *Elapse Time in Minutes:* System will alert the Bidder that in the time mentioned, the Auction is going to end.
- 20.6 Please note that total Reverse Auction time will be limited as per the date & time specified. No further extension can be granted in any case.
- 20.7 Bidders are advised to prepare well in advance regarding maximum reduction they can offer on their proposal keeping in view the limited time allowed for Reverse Auction.
- 20.8 The due date and time of conduct of Reverse Auction and Financial Bid opening shall be intimated in advance to the bidders, through e-procurement portal. Bidders may contact Helpdesk for the guidance on Reverse Auction process.
- 20.9 After selection of L-1 bidder (if L-1 price is received through Reverse Auction), itemized cost for the successful bidder shall be calculated by the system by reducing the tendered items cost (quoted price in Item rate BoQ) on Pro-rata basis. For this purpose, reduction in the overall price from Reverse Auction is applied on Pro-rata basis to each item of Item rate BoQ and accordingly Contract shall be awarded. The Bidder who fails to honour his commitment to the Auction price in the bid process, AAI reserves the right to forfeit the EMD besides debarment and blacklisting of the bidder without assigning any reasons thereof.

21 Award of Contract:

- 21.1 The acceptance of the tender shall be intimated to the successful bidder(s) by AAI through e-Procurement Portal <https://etenders.gov.in/eprocure/app>.
- 21.2 AAI shall be the sole judge in the matter of award of Contract and the decision of AAI shall be final and binding.
- 21.3 AAI shall enter into a Formal Agreement / Contract signed between AAI and Authorized representative of successful bidder incorporating the agreed terms and conditions of NIT / Tender Document & Purchase Order, Corrigendum if any, AAI reply to Pre-Bid queries etc.

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

ACFT / ARFFV being a Public Safety equipment, **Concession / Exemption for Work Experience (as defined under *Para 15.2* of SECTION-A of this Tender Document) & Financial credentials i.e. Turnover (as defined under *Para 15.3* of SECTION-A of this Tender Document) is not permitted.**

23 Purchase preference to **Central Public-Sector Undertaking** shall be applicable as per the directive of Government of India prevalent on the date of acceptance.

24 Rejection of Tender:

- 24.1 The Financial Bids of the bidders who do not qualify in Technical Bid Evaluation shall not be opened. AAI also reserves the right at its sole discretion not to award any order under the tender. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it.
- 24.2 Tenders, in which any of the particulars and prescribed information is vague, missing or is incomplete, in any respect and / or prescribed conditions are not fulfilled, shall be considered non-responsive, and are liable to be rejected. If the bidder gives wrong information or in case of failure / no response by the issuing Authority against credential verification of the bidder by AAI, in the tender of bidder, AAI reserves the right to reject such tender at any stage, forfeit the EMD of bidder, or to cancel the Contract and forfeit the Performance Bank Guarantee besides debarment and blacklisting of the bidder / Contractor.
- 24.3 The information contained in the tender shall be comprehensive and to the point. The tenders containing information other than sought, with a motive to confuse or delay the finalization process are likely to be rejected.
- 24.4 Canvassing in any form in connection with the tenders is strictly prohibited, and the tenders submitted by the Contractors who resort to Canvassing are liable for rejection.
- 24.5 Should a bidder have a relation or relations employed in the capacity of an officer in AAI, the authority inviting tender shall be informed of the fact along with the offer, failing which AAI, at its sole discretion shall reject the tender or cancel the Contract and forfeit the Earnest Money Deposit / Performance Bank Guarantee.
- 24.6 Bidders shall not try to influence AAI on any matter relating to its bid, from the time of the bid opening till the time the Contract is awarded. Any effort by a bidder to influence AAI in the bid evaluation, bid comparison or Contract award decisions shall result in the rejection of the bid.
- 24.7 AAI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders due to AAI's action on any grounds whatsoever. The documentation submitted by bidders shall not be returned.
- 24.8 The Bidder should not write / quote **NIL** in any of the line item otherwise the tender shall be rejected. In case the bidder does not want to quote any amount for any line item they may quote amount as **Rs. 0.00** in their financial bid since the range of Bid will be Rs. 0.00 onwards.

25 Implementation of Integrity Pact (IP):

- 25.1 Signing of Integrity Pact as per **Annexure - XII** is mandatory for every bidder participating in this tender and the Contractor who is awarded the work. The Pact signed on each page by the Authorized representative of Bidder / Sub-Contractor / Associate

to sign the bid for submission or the Authorized representative of bidder to sign the Contract on behalf of successful bidder shall be submitted by the bidder in **Pack-1** and be enclosed with the agreement by the Contractee.

- 25.2 IP shall be signed on plain papers, which is pre-signed by tender issuing authority / Contract signing authority as per **Annexure - XII**. Updates with regard to Integrity Pact may please see on AAI website by following the access path Vigilance > Vigilance Events > Integrity Pact.
- 25.3 All Sub-Contractor / Associates (Indian Associate / Partner or Indian Subsidiary Company / Branch) whose contribution in the project is Rs. 0.5 crores or above shall sign Integrity Pact with the Authority after the work is awarded to the successful bidder. All bidders shall inform their Sub-Contractors / Associates accordingly.
- 25.4 A person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.
- 25.5 The Independent External Monitors (IEMs) for this work shall be Sh. Prabhat Ranjan Acharya, IA & AS (Retd.), E-mail: prabhatacharya@gmail.com, Phone No. – 9810400231 and Sh. Kuldip Kumar Peshin, CE & MES (Retd.), E-mail: kkpeshin@yahoo.com, Phone No. – 9810922190. All correspondences regarding implementation of Integrity Pact should be made preferably through E-mail. **No Bid procedure related query shall be referred to Independent External Monitors (IEMs).**

26 Code of Integrity:

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

- (a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (c) Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- (d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- (e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of Contract; which can affect the decision of the procuring entity directly or indirectly.
- (f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- (g) Obstruction to any investigation or auditing of a procurement process.
- (h) Making false declaration or providing false information for participation in a tender process or to secure a Contract;
- (i) Disclosure of conflict of interest.
- (j) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

27 AAI reserves the right to verify the credential submitted by the bidder at any stage (before or after the award of work). If at any stage, any information / documents submitted by the bidder is found to be incorrect / false or have some discrepancy which disqualifies the bidder then the AAI shall take the following action:

27.1.1 Forfeit the EMD **or** Performance Bank Guarantee **or** Both (Whichever is available with AAI at that stage) submitted by the Bidder / Contractor.

27.1.2 Debarment and Blacklisting of the Bidder / Contractor, apart from any other appropriate Contractual / legal action.

27.1.3 Cancellation of the Tender / Contract.

28 If the entity participating in any of the bidders is a private or public limited company, partnership firm or proprietary firm and any of the Directors / Partner / Proprietor of such company is also a director any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed to participate in AAI tenders. If it is established, at any point of time, before or after the award of work, AAI reserves the right to cancel the Contract, forfeit the EMD **or** Performance Bank Guarantee **or** Both (Whichever is available with AAI at that stage) besides debarment and blacklisting of the Bidder / Contractor.

29 Address for Correspondence:

All completed Tender Documents for verification and enquiries regarding clarification / interpretation in connection with this tender, other than e-tendering procedures & Technical support, shall be addressed to:

Deputy General Manager (Technical)
Airports Authority of India
AAI Office Complex, Safdarjung Airport,
New Delhi – 110003, India
Telephone No. +91-11 24629350
Extension No. +91-11 24632950 – 3364
e-mail: techchq@aai.aero

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

- a) Authority: "Authority" shall mean the Chairman, Airports Authority of India.
- b) Consignee: "Consignee" means where the stores are required by the agreement / acceptance of tender to be despatched by rail, road, air or steamer, the portion specified in the agreement / acceptance of tender to whom these are to be delivered at the destination, where the stores are required by the agreement / acceptance of tender to be delivered to a person as an interim consignee for the purpose of despatch to another person, such other person, and in any other case the person to whom the stores are required by the agreement / acceptance of tender to be delivered in the manner therein specified.
- c) Contract: "Contract," means the invitation to tender, instructions to bidders, tender, agreement / acceptance of tender particular and the general and special conditions specified in the acceptance of tender and include a repeat order, which has been accepted or acted upon by the Contractor.
- d) Codes: "Codes" shall mean applicable codes of the country of origin of equipment and India.
- e) Delivery: "Delivery" shall mean stores to be supplied in finished and completely ready-for-use condition. The delivery shall be deemed to take place on delivery of the stores in accordance with the terms of the Contract after approval of the Inspector, to
 - i. The consignee at his premises or
 - ii. Where so provided the interim consignee at his premises.
 - iii. A carrier or other person named in the Contract as an interim consignee for the purpose of transmission.
 - iv. The consignee at the destination station in case of Contracts stipulating for delivery of stores at destination station.
- f) Completion: "Completion of work" i.e. Supply & Commissioning of ACFTs / ARFFVs in good condition at site along with 08 Years of Comprehensive Annual Maintenance Contract (CAMC) after 02 Years of Defect Liability Period.
- g) Inspector: "Inspector" shall mean the authorized representative of the purchaser to act as Inspector for purpose of this Contract.
- h) Material: "Material" means anything used in the manufacture or fabrication of the stores.
- i) Technical specification includes-
 - i. Specification
 - ii. Drawings
 - iii. Pattern bearing the seal and signature of the Inspector (herein after called sealed pattern), which shall also include a certified copy there of sealed by the purchaser for the guidance of the Inspector.
 - iv. Sample sealed by the purchaser for the guidance of the inspector (herein after called the certified sample), which shall include a certified copy thereof sealed by the purchaser for the guidance of the inspector.
 - v. Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standards Institute or other standardizing authority or a general standard of the Industry.
 - vi. Proprietary mark or brand means the mark or brand of a product, which is registered by an industrial firm.
 - vii. Any other details governing the construction, manufacture or Supply of stores as may be prescribed in the Contract.

- j) Purchaser: "Purchaser" shall mean the Airports Authority of India which term also includes their successors in law.
- k) Contractor: "Contractor" shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successor of such firm or company and the permitted assigns of such individual or firm or firms or company.
- l) Technical-in-Charge: "The Technical-in-charge", means the GM / Jt. GM / Dy. GM / Asst. GM / Sr. Manager / Manager / Asst. Manager / JE who shall supervise and be in charge of the work at each site.
- m) Work: The expression "works" shall unless be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the Contract Contracted to be executed whether temporary or permanent, and whether Original, altered, substituted or additional.
- n) Site: The "Site" shall mean the land and / or other places on, into or through which work is to be executed under the Contract or any adjacent land, path or street through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract.
- o) Test: "Test" shall mean such that or tests as are prescribed in specifications to be made by the purchaser or his nominee, after assembly ex-works before the equipment is taken over by the purchaser.
- p) Performance of work: The work shall be performed at the place or places named in the Contract or at such other place or places as may be approved by the purchaser.
- q) Stores: "Stores" means the goods specified in the schedule, which the Contractor has agreed to Supply under the Contract.
- r) Writing: "Writing" shall include any manuscript, type-written or printed statement under / over signature or seal of either of the parties as the case may be.

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

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

2.3 Address of the parties and Notices and Communications:

- 2.3.1 For all purposes of the Contract, including arbitration there under the addresses of the parties mentioned above shall be the addresses to which all communications shall be sent, unless the parties have notified a change by a separate letter containing no other communication and sent by speed post. The parties shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid.
- 2.3.2 Any communication or notice on behalf of the purchaser, in relation to the Contractor may be issued to the Contractor by purchaser and all such communication and notices may be served on the Contractor at his notified address either by speed post or under

certificate of posting or by ordinary post or by hand delivery or by email at the option of the purchaser.

2.4 Sufficiency of Tender:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the bills of quantities (Item rate BoQ) which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

2.5 Performance Security or Performance Bank Guarantee (PBG):

(i) Performance Bank Guarantee for Supply and Commissioning:

- 2.5.1 The Performance Bank Guarantee is intended to secure the performance of the entire Contract (Supply & Commissioning of equipment). However, it is not to be construed as limiting the damages stipulated in any other clauses of this Contract. The successful bidder awarded with the work is required to submit Performance Bank Guarantee (PBG) in the Office of Bid Manager which shall be furnished within 30 days from the date of issue of Purchase Order. In case the Contractor fails to deposit Performance Bank Guarantee within the stipulated period, no payment for the work done in r/o first running account bill will be released to the Contractor until submission of PBG. Moreover, interest @ 12% per annum on performance guarantee amount would be levied (Non-refundable) for delayed period of submission and shall be deducted from the first bill payable to the Contractor. The Performance Guarantee shall be submitted by the bidders in the form of irrevocable Bank Guarantee of an amount of 05 % (Five Percent) of the Contract amount (Excluding CAMC Cost & GST) as per **Annexure - VI** from a Nationalized / Scheduled Bank (as per RBI schedule) but not from Cooperative or Gramin Bank, having office in India along with Letter of Undertaking as per **Annexure - VIII(A)**.
- 2.5.2 The Performance Bank Guarantee shall remain valid for 90 days beyond the date of completion of all Contractual obligations of the Contractor, including the Defect Liability Period obligations, i.e. the Performance Bank Guarantee shall remain valid till 90 days after the date of completion of Defect Liability period of the **last commissioned ACFT / ARFFV**. If the agency fails, to extend the validity of the Performance Bank Guarantee, the same can be forfeited / encashed by AAI besides debarment and blacklisting of the Contractor and shall be returned only as per other provision of Contract at discretion of AAI.
- 2.5.3 In case, successful bidder fails to submit Performance Bank Guarantee within 60 days of the issue of the Purchase Order, AAI reserves the right to forfeit the EMD submitted by the bidder besides debarment and blacklisting of the bidder without assigning any reasons thereof.
- 2.5.4 The Performance Bank Guarantee will be forfeited and credited to the accounts of AAI in the event of a breach of Contract by the Contractor. It will be returned / refunded to the Contractor after adjusting all recoveries, if any, without interest, after due performance and completion of the Contract in all respects, after 90 (Ninety) days of completion of all such obligations including the Defect Liability under the Contract and after submission of PBG for CAMC.

- 2.5.5 The agency shall advise the branch of the bank, issuing Bank Guarantee, to send the Original Bank Guarantee directly to the Bid Manager, Airports Authority of India (AAI) under speed post. However, in exceptional cases, where the guarantee is to handed over directly to the AAI for any genuine reasons, the branch shall immediately send by speed post an unstamped duplicate copy of the guarantee directly to the AAI with a covering letter with request to compare the same with the Original received from their customer and confirm that it is in order. The agency shall also advise the issuing bank branch to incorporate the address etc. of the Regional / Controlling Branch of the issuing branch in a suitable space in the Bank Guarantee
- 2.5.6 The agency shall also advise the issuing bank branch that whenever any letter is issued by AAI to the Concerned Bank Branch, for confirmation of having issued the Guarantee, Branch must send the confirmation letter to the concerned authorities promptly without fail.
- 2.5.7 The Proforma of Performance Bank Guarantee (PBG) for Supply and Commissioning should not be changed by the bidder under any circumstances. If the bidder tries to change the Proforma of Bank Guarantee and resulting delay in execution of project, the bidder's Contract may be cancelled and EMD can be forfeited along with firm's debarment in future participation of Tender.

(ii) **Performance Bank Guarantee (PBG) for Comprehensive Annual Maintenance Contract (CAMC) Period:**

Performance Bank Guarantee for CAMC shall be submitted to the Technical Incharge of respective Consignee Airports / Concerned Regional Headquarters (RHQs), as per **Annexure - VII** from a Nationalized / Scheduled Bank (as per RBI schedule) but not from Cooperative or Gramin Bank, along with Letter of Undertaking as per **Annexure - VIII(A)** for the values given below:

- (a) The successful Bidder shall submit separate Performance Bank Guarantee (PBG) for each Consignee Airport for a value equal to 05% (Five percent) of the proportionate total Contract amount for CAMC (Excluding GST) of ACFTs / ARFFVs deployed at respective Consignee Airports / Concerned Regional Headquarters (RHQs), 01 month before expiry of Defect Liability Period and this PBG shall be valid for 90 days beyond the scheduled date of completion of CAMC period {i.e. validity shall be for 96 months + 90 days from the date of commencement of CAMC}.
- (b) In case, any foreign OEM Contractor utilizes the services of Indian Associate / Partner or Indian Subsidiary Company / Branch for CAMC, than, its Indian Associate / Partner or Indian Subsidiary Company / Branch shall submit separate Performance Bank Guarantee (PBG) for each Consignee Airport for a value equal to 05% (Five percent) of the proportionate total Contract amount for CAMC (Excluding GST) of ACFTs / ARFFVs deployed at respective Consignee Airports / Concerned Regional Headquarters (RHQs), 01 month before expiry of Defect Liability Period and this PBG shall be valid for 90 days beyond the scheduled date of completion of CAMC period {i.e. validity shall be for 96 months + 90 days from the date of commencement of CAMC }.
- (c) In case the Contractor fails to submit the PBG for CAMC within stipulated period, interest at 12% p.a. on Performance Guarantee amount would be levied (non-refundable) for

delayed period of submission and shall be deducted from the first bill payable to the Contractor. In case, successful bidder fails to submit Performance Bank Guarantee within 60 days of stipulated period, AAI reserves the right to forfeit the PBG for Supply & Commissioning besides debarment and blacklisting of the Contractor and cancellation of the Order / Contract for CAMC without assigning any reason thereof.

- (d) The Performance Bank Guarantee submitted initially towards Supply and Commissioning will be released 90 days after satisfactory completion of Defect Liability Period and submission of Performance Bank Guarantee for CAMC period & Signing of Supplementary Agreement as per **Annexure - XIX**.
- (e) The Performance Bank Guarantee towards CAMC shall be as per **Annexure - VII**. No other form of Bank Guarantee towards CAMC shall be acceptable to AAI.
- (f) The Performance Bank Guarantee will be forfeited and credited to the accounts of AAI in the event of a breach of Contract by the Contractor. It will be returned / refunded to the Contractor after adjusting all recoveries, if any, without interest, after due performance and completion of the Contract in all respects, after 90 (Ninety) days of completion of all such obligations of CAMC period, without any interest.
- (iii) **Additional Performance Bank Guarantee (PBG) on account of imported goods / items or sub-assemblies of ACFTs / ARFFVs:**

Additional Performance Bank Guarantee (PBG) on account of imported goods / items or sub-assemblies of ACFTs / ARFFVs for manufacturing of ACFT / ARFFV through "local value addition in India" by the Contractor and opted **Para 2.12.3.1** for release of payment to Contractor (*Refer Para 2.12 of SECTION-B of this Tender Document i.e. Terms of Payment for Supply and Commissioning of ACFTs / ARFFVs*):

- (a) The Additional Performance Bank Guarantee (PBG) on account of imported goods / items or sub-assemblies of ACFTs / ARFFVs shall only be submitted by the Contractor, if the Contractor opts **Para 2.12.3.1** for release of payment against clarification sought by AAI before issue of Purchase Order in accordance with **Para 2.12.3.3**.
- (b) In case, Contractor opts **Para 2.12.3.2** for release of payment in accordance with **Para 2.12.3.3** (clarification sought by AAI before issue of Purchase Order), Contractor shall not be required to submit Additional Performance Bank Guarantee (PBG) on account of imported goods / items or sub-assemblies of ACFTs / ARFFVs.
- (c) This Additional Performance Bank Guarantee (PBG) is intended to secure the interest of AAI on account of imported goods / items or sub-assemblies of ACFTs / ARFFVs by the Contractor for further development of ACFTs / ARFFVs through local value addition in India under phased indigenisation. However, it is not to be construed as limiting the damages stipulated in any other clauses of this Contract.
- (d) Since the imported goods / items or sub-assemblies of ACFTs / ARFFVs shall only be delivered at Consignee Airports (as mentioned in **Para 3.3.5**) after local value addition in India, and if the Contractor opts for release of C.I.F payment to them through LC against imported goods / items or sub-assemblies of ACFTs / ARFFVs, an Additional Performance Bank Guarantee (PBG) for an amount equivalent to the Total F.O.B Cost of imported goods / items or sub-assemblies of ACFTs / ARFFVs [As per the details

provided by the Contractor in **Annexure - X(A), Annexure - X(B) and Annexure - X(C)** under the supplied lot (Lot offered is as per Tender **Para 3.2.3 & 3.2.4** of SECTION-C of this Tender Document) is necessary to protect the interest of AAI.

- (e) The Contractor awarded with the work is required to submit the Additional Performance Bank Guarantee mentioned in **Para No. 2.5 (iii) (a)** above as per Proforma given in **Annexure - XXXVIII** from a Nationalized / Scheduled Bank (as per RBI schedule) but not from Cooperative or Gramin Bank, having office in India along with Letter of Undertaking as per **Annexure - VIII(C)** in the Office of Bid Manager, before release of C.I.F Payment through LC as per terms mentioned in **Para 2.12.3.1**
- (f) In case, the Contractor fails to deposit Additional PBG within the stipulated period, C.I.F Payment shall not be released to the Contractor as per terms mentioned in **Para 2.12.3.1**. Further, a penalty shall be imposed as defined under S. No.6 of “Important Milestones of Contract” Table in **Para 2.6.3** of SECTION-B of this Tender Document.
- (g) The Additional Performance Bank Guarantee shall remain valid for 30 (Thirty) days beyond the date of delivery of the last ACFT / ARFFV at site i.e. Consignee Airports under the supplied lot and the same shall be returned / refunded by AAI, after fulfilling of all the Contractual obligation in this regard.
- (h) The Performance Bank Guarantee will be forfeited and credited to the accounts of AAI in the event of a breach of Contract by the Contractor. It will be returned / refunded to the Contractor after adjusting all recoveries, if any, without interest, after due performance and fulfilling of all the Contractual obligation in this regard.
- (i) The Contractor shall advise the branch of the bank, issuing Bank Guarantee, to send the Original Bank Guarantee directly to the Bid Manager, Airports Authority of India (AAI) under speed post. However, in exceptional cases, where the guarantee is to handed over directly to the Bid Manager, AAI for any genuine reasons, the branch shall immediately send by speed post an unstamped duplicate copy of the guarantee directly to the Bid Manager, AAI with a covering letter with request to compare the same with the Original received from their customer and confirm that it is in order. The Contractor shall also advise the issuing bank branch to incorporate the address etc. of the Regional / Controlling Branch of the issuing branch in a suitable space in the Bank Guarantee
- (j) The Contractor shall also advise the issuing bank branch that whenever any letter is issued by AAI to the Concerned Bank Branch, for confirmation of having issued the Guarantee, Branch must send the confirmation letter to the concerned authorities promptly without fail.
- (k) The Proforma of Additional Performance Bank Guarantee (PBG) on account of imported goods / items or sub-assemblies of ACFTs / ARFFVs by the Contractor should not be changed under any circumstances. If the Contractor tries to change the Proforma of Additional Performance Bank Guarantee (PBG) and resulting delay in execution of project, AAI reserves the right to forfeit the PBG for Supply & Commissioning besides debarment and blacklisting of the Contractor and cancellation of the Contract without assigning any reason thereof.

- (iv) If the Contractor fails to furnish PBG in the above referred form with in the stipulated period, it shall be lawful for the purchaser to recover the amount from the running bills payable to the Contractor for the executed work, if required.
- (v) No interest will be paid by AAI on any of Performance Bank Guarantees.
- (vi) If the Contractor fails to furnish PBG in the above formats, the Purchaser is entitled to: -
 - a. To forfeit the EMD besides debarment and blacklisting of the Contractor.
 - b. Cancel the Contract or any part thereof and execute or authorize to execute the work at the risk and cost of the Contractor.

2.6 Signing of Contract:

- 2.6.1 The successful Bidder, on acceptance of his tender by the Accepting Authority, shall, sign the Contract consisting of the Notice Inviting Tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof with any correspondence leading thereto within 15 days from the date of issue of Purchase Order. The Proforma of Contract Agreement shall be as per **Annexure - XIV**. No payment for the work done will be made unless Contract in form of agreement is signed by the Contractor.
- 2.6.2 The Contractor shall enter into the Supplementary Agreement at respective Consignee Airports / Concerned Regional Headquarters (RHQs), 15 days before the commencement of CAMC. The Proforma of Supplementary Agreement shall be as per **Annexure - XIX**. No payment for the work done will be made unless Contract in form of supplementary agreement for CAMC is signed by the Contractor.
- 2.6.3 The Contractor shall enter into the Contract agreement keeping in mind the following time line / time period for reaching important milestones failing which AAI reserves the right to impose penalties for delayed period as indicated against each milestone besides taking suitable action as deemed fit by AAI against the Contractor: -

TABLE: Important Milestones of Contract

S. No.	Description of the milestone	No. of days	Penalties
1.	Signing of Contract Agreement	Within 15 days from the date of issue of Purchase Order	A penalty @ 0.1% of "Basic Supply cost of ACFTs / ARFFVs" per week for a maximum period of 02 weeks will be levied and shall be deducted from the running bills of the Contractor. After delay of 02 weeks, AAI reserves the right to forfeit the EMD besides debarment and blacklisting of the Contractor and cancellation of the Contract without assigning any reason thereof.
2.	Submission of Performance Bank Guarantee (PBG)	Within 30 days from the date of issue of Purchase Order	Interest @ 12% per annum on performance guarantee amount will be levied (Non-refundable) for a maximum period of 30 days and shall

S. No.	Description of the milestone	No. of days	Penalties
			<p>be deducted from the first bill payable to the Contractor.</p> <p>After delay of 60 days from the date of issue of Purchase Order, AAI reserves the right to forfeit the EMD submitted by the bidder besides debarment and blacklisting of the bidder without assigning any reasons thereof.</p>
3.	Submission of documents for opening of Irrevocable Letter of Credit (LC) as per Para 2.12.10 of SECTION-B of this Tender Document.	Within 30 days from the date of issue of Purchase Order.	<p>A penalty @ 0.1% of “Basic Supply cost of ACFTs / ARFFVs” per week for a maximum period of 04 weeks will be levied and shall be deducted from the running bills of the Contractor.</p> <p>After delay of 04 weeks, AAI reserves the right to forfeit the EMD or PBG for Supply & Commissioning or Both (Whichever is available with AAI at that stage) besides debarment and blacklisting of the Contractor and cancellation of the Contract without assigning any reason thereof.</p>
4.	Submission of technical literature, brochures, design, drawings etc. along with OEM Certificate & supporting documents complying relevant applicable standards as mentioned in SECTION-D including all accessories and any other essential aspects related with the offered ACFTs / ARFFVs in conformance to the Technical specification’s compliance sheet (SECTION-D) uploaded in CPP Portal, for necessary approval by AAI as per Para 2.28.1. (a) of SECTION-B of this Tender Document.	Within 30 days from the date of issue of Purchase Order.	<p>A penalty @ 0.1% of “Basic Supply cost of ACFTs / ARFFVs” per week for a maximum period of 04 weeks will be levied and shall be deducted from the running bills of the Contractor.</p> <p>After delay of 04 weeks, AAI reserves the right to forfeit the EMD or PBG for Supply & Commissioning or Both (Whichever is available with AAI at that stage) besides debarment and blacklisting of the Contractor and cancellation of the Contract without assigning any reason thereof.</p>
5.	Submission of Bar Chart as per Para 2.7.2 of SECTION-B of this Tender Document.	Within 30 days from the date of signing of Contract Agreement.	A lump-sum penalty amounting Rs. 5.00 Lakhs per month may be imposed and deducted from the running bills of the Contractor.
6.	Submission of Additional Performance Bank Guarantee (PBG) as per Para 2.5 (iii)	Before 10 days of the arrival of the shipment of imported goods / items or sub-assemblies of ACFTs / ARFFVs at Indian Port.	A penalty @ 5% of “an amount of imported goods / items or sub-assemblies of ACFTs / ARFFVs under consideration in the supplied lot” per week [As per the details provided by the Contractor in Annexure - X(A), Annexure - X(B) and Annexure - X(C)] for a maximum period of 04 weeks will be levied and shall be deducted from the Additional PBG before returning / refunding it to the Contractor.

S. No.	Description of the milestone	No. of days	Penalties
			After delay of 04 weeks, AAI reserves the right to forfeit the PBG for Supply & Commissioning besides debarment and blacklisting of the Contractor (Foreign OEM and Indian Associate / Partner, if applicable) and cancellation of the Contract without assigning any reason thereof.
7.	Factory Acceptance Test (FAT) / Pre- dispatch Inspection of ACFTs / ARFFVs	As per Para 3.2.4	<p>In case of delay in offer of Factory Acceptance Test / Pre-dispatch Inspection of ACFTs / ARFFVs with in the time period as stipulated in Para 3.2.4 and in case of providing less nos. of ACFTs / ARFFVs for FAT / Pre-dispatch Inspection from the minimum quantity as defined in each lot will be levied as stipulated in Para 3.2.3, a penalty @ 0.1% of “Basic Supply cost of minimum quantity of ACFTs / ARFFVs” specified for each lot for the delayed period of each lot per week for a maximum period of 04 weeks and @ 0.1% of “Basic Supply cost of uncompleted quantity of ACFTs / ARFFVs” in each lot will be levied and shall be deducted from the running bills of the Contractor.</p> <p>After delay of 04 weeks, AAI reserves the right to forfeit the PBG for Supply & Commissioning or Additional PBG or Both (Whichever is available with AAI at that stage) besides debarment and blacklisting of the Contractor (Foreign OEM and Indian Associate / Partner, if applicable) and cancellation of the Contract without assigning any reason thereof.</p>
8.	Proof of dispatch of ACFTs / ARFFVs	Within 30 days of issue of Dispatch clearance by AAI.	<p>A penalty @ 0.1% of “Basic Supply cost of ACFTs / ARFFVs” under consideration in the dispatch lot for a maximum period of 04 weeks will be levied and shall be deducted from the running bills of the Contractor.</p> <p>After delay of 04 weeks, AAI reserves the right to forfeit the PBG for Supply & Commissioning or Additional PBG or Both (Whichever is available with AAI at that stage) besides debarment and blacklisting of the Contractor (Foreign OEM and Indian Associate / Partner, if applicable) and cancellation of the Contract without assigning any reason thereof.</p>

2.6.4 “Basic Supply cost of ACFTs / ARFFVs” to impose penalties as mentioned above in **Para 2.6.3** means the FOB Cost of import of Fully Assembled / Completely Built Unit of

ACFT / ARFFV Excluding Custom Duty & IGST **OR** Basic Cost of Fully Assembled / Completely Built Unit of ACFT / ARFFV in India in INR (₹) Excluding GST **OR** FOB Cost of imported goods / items or sub-assemblies of ACFTs / ARFFVs Excluding Custom Duty & IGST and Basic Cost of Indian goods / items or sub-assemblies of ACFTs / ARFFVs for manufacturing of ACFT / ARFFV through “local value addition in India” (whichever the case may be) in INR (₹) Excluding GST incorporated in the **Purchase Order**.

2.7 Time is the essence of this Contract:

- 2.7.1 The time and date of completion of the Supply as stipulated in the Purchase Order accepted by the supplier with or without modification, if any and so incorporated in the Purchase Order shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work to complete it not later than the date agreed to.
- 2.7.2 The Contractor shall submit a detailed Bar Chart within 30 days of signing of Agreement, indicating activities with dates covering various key phases of manufacturing works such as procurement, manufacturing, despatch etc. failing which a lump-sum penalty amounting Rs. 5.00 Lakhs per month may be imposed and shall be deducted from the running bills of the Contractor (*Refer S. No. 5 of “Important Milestones of Contract” Table in Para 2.6.3 of SECTION-B of this Tender Document*). The Contractor shall discuss the Bar Chart so submitted with purchaser and the same after revision by the Purchaser, if any, shall be reviewed and periodical review reports shall be submitted by the Contractor to the purchaser.

2.8 Quantity Deviation / Extra Item / Substitution:

- 2.8.1 AAI may change the quantity or part thereof to be supplied by $\pm 30\%$ of the Tendered quantity (measurable) but within the overall deviation limit of 30% of the Contract value.
- 2.8.2 AAI may purchase extra items, substitute items as per site requirements up to overall limit of 30% of the Contract value.
- 2.8.3 Prices quoted shall remain firm & fixed and no escalation due to any reason other than statutory variation will be allowed during the currency of the Contract.
- 2.8.4 The time allowed for completion of work under this clause shall be proportionate time of total completion of work stipulated in the Tender. Further, the deviation quantity shall be supplied in additional single lot.
- 2.8.5 At times, following situations may warrant deviation / extra item / substitutions:
- i. Items which substitute the existing ones or are taken in lieu of those already provided in the contract. Such substitution shall be avoided as far as possible unless it becomes unavoidable due to availability of higher version with better or same technical features.
 - ii. Substitution of items shall also be accepted in case the contracted item has gone obsolete or not available. Certificate for the same shall be required from the OEM of the equipment before accepting the substitution.
 - iii. Sometimes OEM is not in position to supply the item as per the delivery schedule prescribed in contract, in that case also, items can be substituted.

- 2.8.6 In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall be determined in the manner as mentioned below:
- i. If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the difference amount shall be absorbed by the contractor for the substituted item.
 - ii. However, if the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

2.8.7 Operation of Option Clause:

- i. Under this clause, AAI retains the right to place orders for an additional quantity (up to 30%) in accordance with the same terms & conditions of the present Contract within the currency of Contract.
- ii. Prices quoted shall remain firm & fixed and no escalation due to any reason other than statutory variation will be allowed during the currency of the Contract.
- iii. The time allowed for completion of work under this clause shall be proportionate time of total completion of work stipulated in the Tender. Further, the deviation quantity shall be supplied in additional single lot.

2.9 Transportation and Insurance:

- 2.9.1 The Contractor shall arrange, secure and maintain insurance (overseas / inland) policy beneficiary being AAI for both overseas and inland transportation and inland insurance policy having validity of minimum 01 (One) month as may be necessary and for all such amounts to protect his interest and the interest of the purchaser against the risk as detailed herein.
- 2.9.2 The risk that are to be covered during the complete insurance period, shall include loss or damage during transit, theft, pilferage, riot, civil commotion where conditions exist, accidents of all kind, fire etc. The scope of insurance shall cover the entire value of the equipment from time to time.
- 2.9.3 Any loss or damage to the equipment due to under handling, transportation, till such time the equipment is delivered to the Consignee shall be to Contractor's account. The Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and / or replacement of the portion of equipment damaged or lost. The Contractor shall provide the purchaser with a copy of the insurance policy and documents taken out by him in pursuance of the Contract. Such copies of the documents shall be submitted to the purchaser immediately after such insurance coverage.
- 2.9.4 AAI reserves the rights to make own arrangement of shipping and insurance.

2.10 Taxes and Duties:

- 2.10.1 In respect of items for which LC is to be opened by AAI, the Contractor shall be entirely responsible for all taxes, duties and levies outside India and also any Income Tax as applicable or may be imposed by the Income Tax Authorities of India on the income of

the Contractor and its employees accruing from their services rendered within India against this Contract and in this regard the Contractor shall submit a Tax Order from Indian tax authorities in respect of deduction of TDS.

- 2.10.2 Bidders shall separately and clearly indicate the percentage (%) of GST / Custom Duty on various items of Item rate BoQ as applicable, in **Attachment to BOQ - A** as per **Annexure - III** (in Financial-Bid) as per Government guidelines that would be charged for the services provided to AAI.
- 2.10.3 The Contractor shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Government (CGST, UTGST, SGST and IGST). The Contractor shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the taxes, duties, levies & Cess, etc.
- 2.10.4 The Custom Duty, IGST and other levies will be paid as per **Para 2.11**. The GST shall be paid to the Contractor for all taxable Supply / Services against a Valid Tax Invoice.
- 2.10.5 The successful bidder is required to provide rate, amount, type and percentage of GST applicable so as to enable AAI to claim Input Tax Credit on such items/services.
- 2.10.6 In case of change in rate of GST or any provision relating to levy of GST resulting in increase in burden of GST on the Contractor, the Contractor shall be entitled to receive any compensation for such increase in quantum of GST payable by the Contractor. Similarly, recovery shall be made from the Contractor on account of decrease of rate of Tax or any provision relating to levy of GST.
- 2.10.7 The Bidder shall have to submit the Letter of Undertaking on account of GST Input Credit as per **Annexure - XIII**.

2.11 Custom Duty payment and Custom clearance:

- 2.11.1 The Custom Duty and IGST will be paid by Airports Authority of India directly to the Custom Authorities in case of import of Fully Assembled / Completely Built Unit of ACFT / ARFFV OR import of Goods / Items or Sub-assemblies for manufacturing of ACFT / ARFFV through "local value addition in India" on production of Estimates / Bill of payment / Demand Notice i.e. Bill of Entry (BoE) as per the following Terms & Conditions: -
- i. Fully Assembled / Completely Built Unit OR Goods / Items or Sub-assemblies for manufacturing of ACFT / ARFFV through "local value addition in India" shall be imported in the name of Airports Authority of India.
 - ii. In case of payment made by AAI towards Custom Duty, is more than quoted amount of Custom Duty (Item 1.04) in Item rate BoQ, in that case, AAI shall recover / adjust the excess amount paid from the running bills of the Contractor.
- 2.11.2 In case the payment of the Custom Duty is the responsibility of the Contractor, AAI may obtain an indemnity bond from the Contractor indemnifying AAI from all future claims to be raised by Directorate of Revenue Intelligence (DRI) towards the Custom Duty actually paid or payable on account of any reason.

- 2.11.3 Custom Duty shall be quoted in the same currency in which FOB Cost, Cost of Overseas Insurance & Cost of Overseas Freight of Fully Assembled / Completely Built Unit of ACFT / ARFFV OR imported goods / items or sub-assemblies of ACFTs / ARFFVs are quoted (Item 1.01, Item 1.02 & Item 1.03) in Item rate BoQ which will be converted into INR (₹) at an exchange rates notified by Reserve Bank of India on the Date of Opening of Bid **(Pack-1)** for the purpose of Financial Evaluation. Further, quoted Custom Duty shall also be converted into INR (₹) at an exchange rate indicated on Bill of Entry (BoE) for the purpose of recovery / claims.
- 2.11.4 The Contractor shall be responsible for custom clearance also. The Contractor shall obtain all the relevant documents from AAI, 07 (Seven) days in advance to avoid any hassles at the time of getting the consignment custom cleared. **Any interest / penalty / demurrage imposed by the Custom Authorities due to delay in getting the consignment custom cleared shall be on account of Contractor.**
- 2.11.5 AAI will provide all the required documents for the purpose of custom clearance. It is the responsibility of the Contractor to coordinate with Customs Authorities for obtaining their Bill of Entry (BoE), etc. The Contractor should also indicate correctly the rate of Custom Duty applicable for import of Fully Assembled / Completely Built Unit of ACFT / ARFFV OR imported goods / items or sub-assemblies of ACFTs / ARFFVs in accordance with the Indian Customs Tariff Number / CTH Code / HSN Code. **Penalties levied by the Indian Custom Authorities because of ambiguity in the Indian Customs Tariff Number / CTH Code / HSN Code shall be on the account of Contractor.**
- 2.11.6 Customs Duty and other import taxes, if any, levied by the Government of India on replacement items during Defect Liability Period shall be borne by the Contractor.
- 2.11.7 The AAI shall be entitled to deduct at source any tax as may be required by the laws in force in India and in such case, AAI shall furnish to the Contractor a certificate to that effect in the prescribed form.
- 2.11.8 Any increase or decrease of Custom Duty at the time of clearance of consignment due to reclassification or amendment to Custom Duty Tariff will be on account of AAI. Additional Custom Duty charged by Custom Authorities due to non-inclusion of item for the purpose of Custom Duty or quoting under wrong head shall be on account of Contractor.
- 2.11.9 The quoted rates for local Supplies / Services are deemed to be inclusive of all taxes but exclusive of GST applicable as on 15 days prior to the date of submission of bid. Introduction of new taxes or variations subsequent to the cut-off date in India, repeat in Indian soil alone shall be reimbursed at actual on production of documentary evidence.

2.12 Terms of Payment for Supply and Commissioning of ACFTs / ARFFVs:

- 2.12.1 **For Indian firms (In case of Fully Assembled / Completely Built Unit of ACFT / ARFFV in India) (FOR Destination / Site):**
- (a) 70% of Purchase Order price for Basic Cost of Fully Assembled / Completely Built Unit of ACFT / ARFFV in India and 100% of Inland Transit Insurance & Inland

Transportation Including taxes against receipt of ACFTs / ARFFVs at Consignee Airports in good condition and submission of following documents:

- i. Signed Commercial invoice in Original with two copies.
 - ii. Itemized Packing List in Original with two copies.
 - iii. Lorry Receipt / Consignment Note in two copies (as proof of dispatch).
 - iv. Certificate of Factory Acceptance Test.
 - v. Goods Receipt Certificate issued by Technical Incharge as per **Annexure - XVI**.
 - vi. Documentary proof / Invoice for GST payment towards Inland Transit Insurance & Inland Transportation for obtaining input credit by AAI.
- (b) Balance 30% of Purchase Order price for Basic Cost of Fully Assembled / Completely Built Unit of ACFT / ARFFV in India on completion of Commissioning and Training and on submission of following documents: -
- i. Commissioning Certificate issued by Technical Incharge of respective Consignee Airports / Concerned Regional Headquarters (RHQs) as per **Annexure - XVII** in which it is clearly mentioned that the training for Operation and Maintenance has been imparted to AAI employees.
 - ii. Payment Release Certificate issued by Technical Incharge as per **Annexure - XVIII**.
 - iii. Site Acceptance Test (SAT) Certificate as per **Annexure – XXXVII**.
- 2.12.2 **For Foreign Firms (In case of import of Fully Assembled / Completely Built Unit of ACFT / ARFFV):**

C. I. F cost of material in the quoted currency will be paid by way of Letter of Credit (LC) in stages as mentioned below:

- (a) 70% of F.O.B. cost for import of Fully Assembled / Completely Built Unit of ACFT / ARFFV and 100% of Overseas Insurance & Overseas Freight for each lot will be released through LC on submission of following documents:
- i. Signed Commercial invoice in Original with two copies.
 - ii. Itemized Packing List in Original with two copies.
 - iii. Bill of Lading / Air Waybill with two copies (as proof of dispatch).
 - iv. Certificate of country of origin issued by appropriate authority / independent bodies like chamber of Commerce, in duplicate.
 - v. Certificate of Factory Acceptance Test.
 - vi. Documentary proof/Invoice raised by the actual service provider (Insurance Firm).
 - vii. Documentary proof/Invoice raised by the actual service provider (Freight Operator).

- viii. Tax withholding Certificates issued by Indian Tax Authority or Form 15CB along with required Documents (at AAI's sole discretion).
- (b) The Custom Duty & IGST will be paid in terms with **Para 2.11** of SECTION-B of this Tender Document.
- (c) Balance 30% of F.O.B cost for import of Fully Assembled / Completely Built Unit of ACFT / ARFFV for each lot will be released through LC on submission of following documents (subject to levy of Liquidated Damages, if any, as per **Para 2.16** of SECTION-B of this Tender Document).
 - i. Goods Receipt Certificate issued by Technical Incharge as per **Annexure - XVI**.
 - ii. Commissioning Certificate issued by Technical Incharge of respective Consignee Airports / Concerned Regional Headquarters (RHQs) as per **Annexure - XVII** in which it is clearly mentioned that the training for operation and maintenance has been imparted to AAI employees.
 - iii. Payment Release Certificate issued by Technical Incharge as per **Annexure - XVIII**.
 - iv. Site Acceptance Test (SAT) Certificate as per **Annexure – XXXVII**.
 - v. Tax withholding Certificates issued by Indian Tax Authority or Form 15CB along with required Documents (at AAI's sole discretion).
- (d) 100% payment in INR (₹) of Custom Clearing and Forwarding, Inland Transit Insurance & Inland Transportation as per Item rate BoQ (**Annexure - II**) for each lot will be released on the receipt of ACFTs / ARFFVs at Consignee Airports and on submission of following documents: -
 - i. Documentary evidence for GST Payment towards Inland Transit Insurance & Inland Transportation for obtaining input tax credit by AAI.

2.12.3 In case of manufacturing of ACFT / ARFFV through “local value addition in India”:

2.12.3.1C. I. F cost of imported goods / items or sub-assemblies of ACFTs / ARFFVs in the quoted currency is to be paid by way of **Letter of Credit (LC)** in stages as mentioned below:

- (a) 70% of F.O.B. cost for imported goods / items or sub-assemblies of ACFTs / ARFFVs for manufacturing of ACFT / ARFFV through “local value addition in India” and 100% of Overseas Insurance & Freight for each lot will be released through LC on submission of following documents:
 - i. Additional Bank Guarantee for an amount equivalent to the total cost of imported goods / items or sub-assemblies of ACFTs / ARFFVs [As per the details provided by the Contractor in **Annexure - X(A), Annexure - X(B) and Annexure - X(C)**] under the supplied lot (*Lot offered is as per Tender Para 3.2.3 & 3.2.4 of SECTION-C of this Tender Document*). The submitted Bank Guarantee shall remain valid for 30 (Thirty) days beyond the date of delivery of the last ACFT / ARFFV at site i.e. Consignee

Airports under the supplied lot and the same shall be released by AAI, after fulfilling of all the Contractual obligation by the bidder in this regard. The Proforma for Bank Guarantee shall be as per **Annexure - XXXVIII**.

- ii. Signed Commercial invoice in Original with two copies.
 - iii. Itemized Packing List in Original with two copies.
 - iv. Bill of Lading / Air Waybill with two copies (as proof of dispatch).
 - v. Certificate of country of origin issued by appropriate authority / independent bodies like chamber of Commerce, in duplicate.
 - vi. Certificate of Factory Acceptance Test.
 - vii. Documentary proof / Invoice raised by the actual service provider (Insurance Firm).
 - viii. Documentary proof / Invoice raised by the actual service provider (Freight Operator).
 - ix. Tax withholding Certificates issued by Indian Tax Authority or Form 15CB along with required Documents (at AAI's sole discretion).
- (b) The Custom Duty & IGST will be paid in terms with **Para 2.11** of SECTION-B of this Tender Document.
- (c) Balance 30% of F.O.B. cost for imported goods / items or sub-assemblies of ACFTs / ARFFVs for each lot will be released through LC after Site Acceptance Test and Commissioning of ACFTs / ARFFVs at the Consignee Airports on submission of following documents (subject to levy of Liquidated Damages, if any, as per **Para 2.16**).
- i. Goods Receipt Certificate issued by Technical Incharge as per **Annexure - XVI**.
 - ii. Commissioning Certificate issued by Technical Incharge of respective Consignee Airports / Concerned Regional Headquarters (RHQs) as per **Annexure - XVII** in which it is clearly mentioned that the training for operation and maintenance has been imparted to AAI employees.
 - iii. Payment released Certificate issued by Technical Incharge as per **Annexure - XVIII**.
 - iv. Site Acceptance Test (SAT) Certificate as per **Annexure – XXXVII**.
 - v. Tax withholding Certificates issued by Indian Tax Authority or Form 15CB along with required Documents (at AAI's sole discretion).
- (d) 70% of Purchase Order price in INR (₹) for Basic Cost of Indian goods / items or sub-assemblies of ACFTs / ARFFVs for manufacturing of ACFT / ARFFV through "local value addition in India" and 100% payment in INR (₹) of Custom Clearing and Forwarding, Inland Transit Insurance & Inland Transportation as per Item rate BoQ

(Annexure - II) for manufacturing of ACFT / ARFFV through “local value addition in India” against each lot will be released on the receipt of ACFTs / ARFFVs at Consignee Airports and on submission of following documents:

- i. Signed Commercial invoice in Original with two copies.
 - ii. Itemized Packing List in Original with two copies.
 - iii. Lorry Receipt / Consignment Note in two copies (as proof of dispatch).
 - iv. Certificate of Factory Acceptance Test.
 - v. Goods Receipt Certificate issued by Technical Incharge as per **Annexure - XVI**.
 - vi. Documentary proof / Invoice for GST payment towards Inland Transit Insurance & Inland Transportation for obtaining input credit by AAI.
- (e) Balance 30% of Purchase Order price in INR (₹) for Basic Cost of Indian goods / items or sub-assemblies of ACFTs / ARFFVs for manufacturing of ACFT / ARFFV through “local value addition in India” on completion of Commissioning and Training and on submission of following documents: -
- i. Commissioning Certificate issued by Technical Incharge of respective Consignee Airports / Concerned Regional Headquarters (RHQs) as per **Annexure - XVII** in which it is clearly mentioned that the training for Operation and Maintenance has been imparted to AAI employees.
 - ii. Payment Release Certificate issued by Technical Incharge as per **Annexure - XVIII**.
 - iii. Site Acceptance Test (SAT) Certificate as per **Annexure – XXXVII**.

OR

2.12.3.2 If payment to be made in INR (₹) on account of imported goods / items or sub-assemblies of ACFTs / ARFFVs (FOR Destination / Site):

*In this regard, the rates quoted by the bidder in currency other than INR (₹) against Item 1.01, Item 1.02 & Item 1.03 of Item rate BoQ for the Tendered work shall be converted into Indian rupees as per exchange rates notified by Reserve Bank of India on the Date of Opening of Bid (**Pack-1**) and the same shall be incorporated in Item 2.01, Item 2.02 & Item 2.03 respectively of Item rate BoQ for issue of Purchase Order.*

The Bidder is also allowed to quote the rates in INR (₹) against Item 1.01, Item 1.02 & Item 1.03 of Item rate BoQ for the Tendered work to avoid the currency conversion as mentioned above.

- (a) 70% of Purchase Order price for manufacturing of ACFT / ARFFV through “local value addition in India” and 100% of Inland Transit Insurance & Inland Transportation Including taxes and duties against receipt of ACFTs / ARFFVs at Consignee Airports in good condition and submission of following documents:

- i. Signed Commercial invoice in Original with two copies.
 - ii. Itemized Packing List in Original with two copies.
 - iii. Lorry Receipt / Consignment Note in two copies (as proof of dispatch).
 - iv. Certificate of Factory Acceptance Test.
 - v. Goods Receipt Certificate issued by Technical Incharge as per **Annexure - XVI**.
 - vi. Documentary proof / Invoice for GST payment towards Inland Transit Insurance & Inland Transportation for obtaining input credit by AAI.
- (b) Balance 30% of Purchase Order price for manufacturing of ACFT / ARFFV through “local value addition in India”, on completion of Commissioning and Training and on submission of following documents: -
- i. Commissioning Certificate issued by Technical Incharge of respective Consignee Airports / Concerned Regional Headquarters (RHQs) as per **Annexure - XVII** in which it is clearly mentioned that the training for Operation and Maintenance has been imparted to AAI employees.
 - ii. Payment Release Certificate issued by Technical Incharge as per **Annexure - XVIII**.
 - iii. Site Acceptance Test (SAT) Certificate as per **Annexure – XXXVII**.

2.12.3.3 AAI shall seek clarification from the successful bidder manufacturing ACFT / ARFFV through “local value addition in India” before issue of Purchase Order for opting of Terms of Payment as mentioned in **Para 2.12.3.1 OR 2.12.3.2** i.e. whether C. I. F cost of imported goods / items or sub-assemblies of ACFTs / ARFFVs in the quoted currency is to be paid by way of Letter of Credit (LC) **OR** payment to be made in INR (₹) on account of imported goods / items or sub-assemblies of ACFTs / ARFFVs (FOR Destination / Site) and accordingly, the payment terms & conditions shall be put-forth in the Purchase Order.

2.12.3.4 In case, the bidder does not respond to the clarification as desired above in **Para 2.12.3.3** in the given time period, it will be construed that the bidder is not interested in the tendered work. In this case, AAI reserves the right to forfeit the EMD besides debarment and blacklisting of the bidder and cancellation of the Tender without assigning any reason thereof.

2.12.4 Payment would be released after adjusting any adjustments / withholdings / recoveries towards liquidated damages / compensation for delay, if any which the firm might have rendered them liable as per provision of Contract. The payment of the Custom Clearing and Forwarding, Inland Transit Insurance & Inland Transportation shall be made as per quoted rates or actual whichever is less. However, the Contractor should submit the documentary evidence for GST Payment towards Custom Clearing and Forwarding, Inland Transit Insurance & Inland Transportation for obtaining input tax credit by AAI after receipt of equipment at site.

- 2.12.5 The INR (₹) payment may be made to Indian Associate / Partner or Indian Subsidiary Company / Branch on request of the Foreign Firm (OEM) on submission of Authorization / Undertaking along with bank details of their Indian Associate / Partner or Indian Subsidiary Company / Branch. Similarly, The C. I. F cost of imported goods / items or sub-assemblies of ACFTs / ARFFVs in the quoted currency may be paid by way of Letter of Credit (LC) to Foreign Firm on submission of Authorization / Undertaking along with submission of documents required for opening of Letter of Credit (LC) as mentioned in **Para 2.12.10**.
- 2.12.6 If any payment is to be made to the third parties by the Indian Associate / Partner or Indian Subsidiary Company / Branch of the Bidder for this work of AAI, then the Tax Invoice should be in the name of Indian Associate / Partner or Indian Subsidiary Company / Branch (as there is no agreement between the third parties & AAI) and Indian Associate / Partner or Indian Subsidiary Company / Branch will avail the Input Tax Credit (ITC) and afterwards Indian Associate / Partner or Indian Subsidiary Company / Branch should raise the Tax Invoice in the name of AAI and charge GST for the services provided so that AAI can avail the benefit of Input Tax Credit (ITC).
- 2.12.7 The component of payment in INR (₹) towards Basic Cost of Indian goods / items or sub-assemblies of ACFTs / ARFFVs for manufacturing of ACFT / ARFFV through “local value addition in India” if any, Custom Clearing and Forwarding, Inland Transit Insurance & Inland Transportation can be made in the account with Indian Nationalized Bank of Overseas firm in case the foreign firm has establishment in India. The firm has to open their account with Indian Nationalized Bank in India in that case.
- 2.12.8 The cost towards Import license / WPC license / WPC Decision letter (if any) shall be reimbursed by AAI in INR (₹) on actual basis on submission of documentary evidence.
- 2.12.9 Contractor shall be liable to pay any and all taxes, duties, levies, lawfully assessed against contractor for both corporate and personal income tax and all other taxes etc. relevant and applicable.
- 2.12.10 Contractor shall arrange the Tax withholding order well in advance before claiming payment, otherwise AAI will deduct the applicable tax at source as per prevailing rates. AAI, at its sole discretion, may release payment based on CA Certificate (Form 15CB), subject to receipt of required documents (such as Tax Residency Certificate, Form 10F, NO PE Declaration, PAN (if any), etc.) & undertaking / indemnification.
- 2.12.11 The Indian Associate / Partner or Indian Subsidiary Company / Branch must raise an e-invoice to AAI, if its turnover exceeds the prescribed limit prescribed by the Government in this regard. An invoice without QR code and Invoice Reference Number (IRN) shall not be accepted by AAI in such a scenario. Further, the Indian Associate / Partner or Indian Subsidiary Company / Branch shall be required to provide the description, HSN code, tax type and tax percentage.
- 2.12.12 In case of domestic supply of goods and services involving multiple business places/ State, invoices have to be issued for each business place/state separately by the Indian Associate / Partner or Indian Subsidiary Company / Branch. The invoice for the supply of the mentioned goods and/or services has to be raised in pursuance of Section 31 of CGST Act to the concerned unit of AAI, which has actually received such

supply, implying thereby that where the goods / services are supplied to a unit, the invoice must be raised to such unit.

2.12.13 In case of imported components, it is to be ensured that the Bill of Entry is made in the name of AAI and GSTIN of the relevant/procuring unit is reflected in it.

2.12.10 Opening of Irrevocable Letter of Credit (LC):

- i. LC (Irrevocable) for C.I.F value for the schedule of items would be opened by AAI after receipt of Proforma Invoice and acceptance of Performance Bank Guarantee.
- ii. The documents for the opening of LC shall be submitted to the General Manager (Tech.), Airports Authority of India, AAI Office Complex, Safdarjung Airport, New Delhi-110003 within 30 days from the date of issue of Purchase Order.
- iii. In case of non-submission of documents for opening of letter of credit within the stipulated time period as per **Para 2.12.10 (ii)** above, a penalty @ 0.1% of “Basic Supply cost of ACFTs / ARFFVs” per week for a maximum period of 04 weeks will be levied and shall be deducted from the running bills of the Contractor. After delay of 04 weeks, AAI reserves the right to forfeit the EMD or PBG for Supply & Commissioning (whichever is available at that stage) besides debarment and blacklisting of the Contractor and cancellation of the Contract without assigning any reason thereof. *(Refer S. No. 3 of “Important Milestones of Contract” Table in Para 2.6.3 of SECTION-B of this Tender Document)*. Further, delivery period for Supply of items shall only be reckoned from 15th day from the date of issue of Purchase Order.
- iv. If the supplier needs confirmation of the Letter of Credit, the confirmation charges are to be borne by the Contractor.
- v. The bank charges for opening Letter of Credit to be levied by Indian Bankers shall be paid by AAI and that of the foreign Bankers by the Contractor.

2.12.11 Payment for Supply & Commissioning of ACFTs / ARFFVs shall be made by Corporate Headquarter, Rajiv Gandhi Bhawan, Safdarjung Airport, AAI, New Delhi after receipt of documents as mentioned in **Para 2.12.2** above.

2.12.12 In either case (FOB Contract or Indian Contract), no advance payment shall be made.

2.12.13 In case of AAI's waiver for Pre-dispatch Inspection, the same shall be carried out by the Contractor and the inspection reports for FAT / Pre-dispatch inspection be submitted to AAI along with other documents for release of payment.

2.12.14 Recoveries as applicable shall be made in case of deliveries of wrong equipment in place of the equipment as per the dispatch instructions, Including all applicable duties and taxes. In the event of rejection of non-conforming goods, the Contractor shall be allowed to replace the nonconformities within the specified time. If the Contractor fails to do so within the specified time the AAI shall have the right to invoke the performance guarantee.

2.13 Paying Authority:

2.13.1 The Paying Authority shall be General Manager (Technical) / Jt. GM / DGM (Technical), Airports Authority of India, R G Bhawan, New Delhi 110003 or GM / Jt. GM / DGM

(Technical) of Metro Airports or GM / Jt. GM / DGM (Technical) of RHQs or Jt. GM / DGM / AGM / SM (Technical) of Airports as the case may be.

2.13.2 Though payment towards customs duties and all other levies, imposed by custom authorities at the Disport of entry in India shall be made by AAI directly to custom authorities on production of estimates / bills from custom authorities by the Contractor, the Contractor is to ensure that duties are correctly assessed by custom authorities failing which excess payment made in this case will be recovered from the Contractor.

2.13.3 If Contractor overdraws any amount from the AAI by any mistake whatsoever, he shall be required to refund the excess drawn amount immediately and in addition will have to pay interest to Airports Authority of India @ 1.5 % (one and half percent) per month or part thereof for the period that elapses between the date of drawl and date of receipt in AAI's account in their bank.

All further payments under the Contract shall be made as stipulated in the Supply order. The payment linked with dispatch of material shall only be made after production of all dispatch documents as specified in the relevant Contract conditions.

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

i) M/s. Mynd Solutions Private Limited (Mynd), New Delhi.

Further, MSE Bidders are requested to kindly register on the TReDS service provider platform. The MSE bidders can avail the TReDS facility, if they want to.

2.14 Title:

2.14.1 The title to the goods shall pass on to the AAI as soon as the goods are placed on board in a fully packed condition. The title passes without prejudice to the right of the AAI to reject the goods at the time of taking over if they are not in accordance with the Contract conditions.

2.14.2 The successful bidder shall, to the extent possible, utilize Indian Flag vessel or the shipment of Stores against the bidder subject to:

- a. The freight charges of Indian Flag vessels are competitive and;
- b. Indian flag vessels being available within the delivery period specified in the Contract.
- c. Successful bidder must, however, ensure that shipment of equipment takes place only through the vessels belonging to the member lines of the conferences covering the trade.

2.15 Mode of despatch:

The seller shall consign the goods to Indian port in a fully packed condition as per requirements of goods and fully insured. Once the seller sends the goods, the AAI shall

authorize the seller to take delivery of the goods at the Indian port on behalf of AAI and carry out the further obligation of the Contract. This authorization should not find a place in the Contract, but should be only in the form of exchange in letters. The goods thereafter should be despatched to the addresses specified in the Supply order in Original packing in proper condition and fully insured.

2.16 Compensation for Delay / Liquidated Damages (LD) & Recoveries:

- 2.16.1 AAI reserves the right to cancel the Contract wholly or in part without any liability to pay cancellation charges and forfeit the Performance Bank Guarantee (PBG) for Supply & Commissioning or Additional Performance Bank Guarantee (PBG) on account of imported goods / items or sub-assemblies or Both (whichever is available with AAI at that stage) in full absolutely besides debarment and blacklisting of the Contractor, in case of failure by Contractor to initiate and effect any delivery even after lapse of 50% of delivery period or extended delivery period as accepted by AAI.
- 2.16.2 A sum equivalent to 0.5% (Half percent) per week for the price of uncompleted portion / activity of Contract cost executed beyond delivery & commissioning schedule (as defined in **Para 3.2 of SECTION-C**) shall be recovered as liquidated damages. The total liquidated damages shall not exceed 10 (Ten) per cent of the value of Contract. The liquidated damages shall be calculated on the basic cost of the item without the Govt. taxes and duties.
- 2.16.3 The penalties against delay in achieving various milestones during the execution of Contract as stipulated in "Important Milestones of Contract" Table in **Para 2.6.3 of SECTION-B** of this Tender Document shall be deducted separately from the running bills of the Contractor and shall not have any forbearance on the recoveries & liquidated damages against delay in delivery & commissioning of ACFTs / ARFFVs.
- 2.16.4 The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this Contract or any other Contract with the AAI.

2.17 Extension of Time:

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

- (a) If the Contractor desires an extension of time for completion of the work on the ground of having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Bid Manager (of the Project) or Technical Incharge of the respective Airport within 7 days of the date of hindrance on account of which he desires such extension as aforesaid.
- (b) AAI may extend the delivery period without Liquidated Damages if the reasons given by the Contractor are found justified. Otherwise delivery period will be extended with levy of Liquidated Damages as specified under **Para 2.16**.

2.18 Deductions from Contract Price:

All costs, damages or expenses that the AAI may have paid, for which under the Contract the Contractor is liable, will be claimed by the Purchaser from the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and

certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the AAI may then deduct the amount, from any money due or becoming due to him from the Contractor under the Contract or may be recovered by actions of law.

2.19 Force Majeure Clause:

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

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

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

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

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

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

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

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

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

2.20 Patent rights and royalties:

Royalties and fees for patents covering materials, articles apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract price. The Contractor shall satisfy all demands that may be made or any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the AAI indemnified in that regard. The Contractor shall at his own cost and expenses, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works and in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the AAI, the same shall be defended at the cost and expenses of the Contractor who shall also satisfy, comply any decree, order, order of award made against the AAI. But it shall be understood that no such machine, plant work material or thing has been used by the AAI for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. In the event of any apparatus or equipment or any part there of furnished by the Contractor is in such suit or proceeding held to constitute infringement, and its use is enjoined, the Contractor shall, at his option and at his own expense, either procure for the AAI, the right to continue use of said apparatus infringing apparatus or modify it, so it becomes non-infringing.

2.21 Termination of Contract at AAI's initiative:

2.21.1 AAI reserves the right to cancel the Contract wholly or in part without any liability to pay cancellation charges and forfeit the Performance Bank Guarantee (PBG) for Supply & Commissioning or Additional Performance Bank Guarantee (PBG) on account of imported goods / items or sub-assemblies or Both (whichever is available with AAI at that stage) in full absolutely besides debarment and blacklisting of the Contractor, in case of failure by Contractor to initiate and effect any delivery even after lapse of 50% of delivery period or extended delivery period as accepted by AAI.

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

2.21.3 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the AAI, stop all further sub-Contracting or purchasing activity

related to the work terminated, and assist the AAI in maintenance, erection, and disposition of the works acquired under the Contract by the AAI.

2.22 Obligations relating to Transfer (Novation):

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

- (a) The Authority shall cause to transfer / novate the Agreement, in favour of such third party, on the principle that such transfer / novation would release Authority of all liabilities and obligations arising from and after the date of transfer / novation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer / novation; and
- (b) The rights and obligations under or pursuant to all Contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Concessionaire shall be vested in such third party.
- (c) AAI reserves the right to exercise the Novation clause in respect of one or more Airports as per the requirement without obtaining any consent from the Contractor.
- (d) In case of a particular Airport is novated by AAI, the fresh PBG (Airport wise) of the proportionate value of remaining Contract period shall be furnished by the Contractor.
- (e) A Sample Deed of Novation is attached as **Annexure - XXXIV** for reference purposes only which may be amended by the AAI on case to case basis as may be required.

2.23 Dispute Resolution Mechanism & Arbitration:

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

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

2.23.3 Dispute Resolution Committee should give its reports / settlement agreement within 45 days of its constitution.

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

2.23.5 The Contractor shall be entitled for invoking the arbitration clause only after exhausting the remedy available under the Dispute Resolution Mechanism.

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

- i. **Through Mediation:** All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per the AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties. In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through sub para (ii) within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.
- ii. **Adjudication through Arbitration:** In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para (i) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.
 - a. When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.
 - b. When the amount involved is Rs. 25 Crores and below, it shall be referred to a Sole Arbitrator to be appointed by Chairman / Member, AAI, after obtaining consent of the other party, as per the format annexed at **Annexure - XXXIII**.
 - c. Unless the Contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.
 - d. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
 - e. Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.
 - f. No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter- VA of the Airports Authority of India Act, 1994.

2.24 Defect and Jurisdiction of Contract:

2.24.1 The law applicable to this Contract shall be the law enforceable in India. The Honourable Courts of Delhi shall have exclusive jurisdiction in all matters arising under this Contract with respect to Supply of equipment.

2.24.2 The Honourable Courts of State / District shall have exclusive jurisdiction in all matters arising under this Contract with respect to CAMC of equipment.

2.25 Training, Instruction Manuals and Spare Parts:

2.25.1 The Contractor shall provide free of cost training for operation and maintenance of ACFT / ARFFV to AAI officials as per **Para 3.12** of SECTION-C.

2.25.2 The Contractor shall submit Operation / Instruction Manuals, Workshop Manual, Spare Part catalogue in digital form and hard copy along with essential tool set with each ACFT / ARFFV.

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

- a) Operation Manual: -This manual shall contain technical description of the equipment with layout drawings, illustration and performance capabilities with instruction to user for commissioning the equipment for use, end use operation with limitations and precautions to be observed normal maintenance and field repair, lubrication schedule with grades of lubricant to be used, fault finding guide, storage instructions and warning plates against possible wrong use.
- b) Workshop Manual: -The manual shall contain duly illustrated instructions on repair and overhaul of all items supplied against this specification including proprietary items fitted / supplied with details of fitment tolerance, special tools to be used, procedure for dismantling major assemblies.
- c) Spare Parts Catalogue: - The spare parts catalogue shall contain exploded view of the items with their part numbers and quantity required for ordering spare parts in case on requirement.

2.26 Defence of Suits:

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

2.27 Supply to be executed in accordance with specifications, drawings, orders, etc:

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

2.28 Testing and Inspection of ACFTs / ARFFVs:

2.28.1 Stages of Inspection:

2.28.1.1 Technical evaluation for clearance for manufacturing of ACFTs / ARFFVs before offer of Factory Acceptance Test (FAT) / Pre- dispatch Inspection:

- a.) Subsequent to the placing of Purchase Order to the Contractor, the Contractor is required to submit one set of hard copy along with soft copy of complete Technical literature, brochures, design, drawings etc. along with OEM Certificate & Supporting documents complying to required documents as mentioned in SECTION-D including all accessories and any other essential aspects related with the offered ACFTs / ARFFVs in conformance to the Technical Specifications compliance sheet (SECTION-

D) uploaded in CPP Portal, within 30 days from the date of issue of Purchase Order for necessary approval by AAI.

- b.) ACFTs / ARFFVs shall be manufactured after clearance of above documents and intimation of the same to the Contractor by AAI. ACFTs / ARFFVs shall be manufactured by carrying out the following tests by the Contractor:

S. No.	Para of NFPA-414:2020 or Tender Document	Description of the Test
1	Para 5.8.3 / 6.3.15 of NFPA-414: 2020	Service / Emergency brake test
2	Para 5.8.4 / 6.3.16 of NFPA-414: 2020	Service / park brake grade holding test
3	Para 5.8.6 / 6.3.18 of NFPA-414: 2020	Vehicle clearance circle test
4	Para 6.3.6 of NFPA-414: 2020	Rated Water and Foam Tank Capacity test
5	Para 6.3.7 of NFPA-414: 2020	Cornering stability + double lane change + J turn test
6	Para 6.3.8 of NFPA 414:2020	Vehicle dimension measurement test
7	Para 6.3.9 of NFPA-414: 2020	Driver vision measurement test
8	Para 6.3.10 of NFPA-414: 2020	Pump and roll on a 40% grade test
9	Para 6.3.11.3.3.2 of NFPA-414: 2020	Reserve capacity test
10	Para 6.3.11.3.3.3 of NFPA-414: 2020	Alternator Performance test At Idle
11	Para 6.3.13 of NFPA-414: 2020	Gradability test
12	Para 6.3.14 of NFPA-414: 2020	Body and chassis flexibility test
13	Para 6.3.17 of NFPA-414: 2020	Steering Control test
14	Para 6.3.20 of NFPA-414: 2020	Water Tank Fill and Overflow test
15	Para 6.3.21 of NFPA-414: 2020	Flushing system test
16	Para 6.3.22 of NFPA-414: 2020	Primary turret flow rate test
17	Para 6.3.25 of NFPA-414: 2020	Primary Turret Articulation test
18	Para 6.3.26 of NFPA-414: 2020	Handline nozzle flow rate test
19	Para 6.3.28 of NFPA-414: 2020	Ground sweep / bumper turret flow rate test
20	Para 6.3.30 of NFPA-414: 2020	Under truck nozzle test
21	Para 6.3.31 of NFPA-414: 2020	Foam concentration / foam quality test
22	Para 6.3.32 of NFPA-414: 2020	Warning siren test
23	Para 6.3.33 & 34 of NFPA-414: 2020	DCP system performance test
24	Para 6.3.39 of NFPA-414: 2020	Cab Interior Noise test
25	Para 6.4.1 of NFPA-414: 2020	Side slope stability test
26	Para 6.4.2 of NFPA-414: 2020	Weight / weight distribution test
27	Para 6.4.3 of NFPA-414: 2020	Acceleration test
28	Para 6.4.4 of NFPA-414: 2020	Top speed test
29	Para 6.4.5 of NFPA-414: 2020	Brake operational test
30	Para 6.4.6 of NFPA-414: 2020	Air system / air compressor test
31	Para 6.4.7 of NFPA-414: 2020	Agent discharge pumping test
32	Para 6.4.9 of NFPA-414: 2020	Pump & maneuver test
33	Para 6.4.10 of NFPA-414: 2020	Hydrostatic Pressure test
34	Para 4.1.1 (b) 12 of SECTION-D of Tender Document	Foam tank capacity test
35	Para 4.14.14.2 of SECTION-D of Tender Document	Turret and handlines simultaneous operation test

- c.) The above-mentioned Tests shall be carried out by the Contractor at their own cost as a Quality Assurance Tests, before offering the ACFTs / ARFFVs for FAT / Pre-dispatch Inspection by AAI. The Test Reports of above tests shall be submitted to AAI along with the letter for call of FAT / Pre-dispatch Inspection by the Contractor.
- d.) In case of non-compliance of Technical Specifications and Operational Performance as per SECTION-D of NIT in above mentioned Test Reports, AAI reserves the right to forfeit the Performance Bank Guarantee (PBG) for Supply & Commissioning or Additional Performance Bank Guarantee (PBG) on account of imported goods / items or sub-assemblies or Both (whichever is available with AAI at that stage), besides

debarment and blacklisting of the Contractor and cancellation of the Contract without assigning any reasons thereof.

2.28.1.2 **Factory Acceptance Test (FAT):** AAI Inspection team comprising the officials from Technical Directorate and Fire Services Directorate will conduct the test for the entire offered LOT of ACFTs / ARFFVs during Inspection. Lot offered shall be inspected according to the List of the test to be conducted during FAT as mentioned in **Annexure - V**.

2.28.1.3 **Site Acceptance Test (SAT):** Each ACFT / ARFFV will be tested at Site / Consignee Airports by AAI Inspection team comprising of the officials from Technical Directorate and Fire Services Directorate as per **Annexure - XXXVII** before Commissioning and Taking over. Non-Performance of any parameter should be rectified immediately before commissioning.

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

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

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

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

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

2.28.5 Method of Testing: The Inspector shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper.

The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

2.28.6 Inspector's Authority to certify performance:

The Inspector shall have the power:

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

2.28.7 Consequence of rejection:

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

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

2.28.8 Inspector's decision as to rejection final: The Inspector's decision as regards the rejection shall be final and binding on the Contractor.

2.29 Inspection / Testing and Inspection Certificate:

2.29.1 The AAI or his authorized representative shall carry out *Factory Acceptance Test (FAT) / Pre-dispatch Inspection* in maximum 03 (Three) lots of ACFTs / ARFFVs in case the order is issued to a single firm at the factory premises of the Contractor. In case the order is issued to 02 (Two) supplier than Pre-dispatch inspection shall be carried out in maximum 02 (Two) lots for each supplier – Refer **Para 3.2.3** of SECTION-C of this Tender Document.

- 2.29.2 The Contractor shall give 30 days' written notice of any equipment being ready for testing. Such tests shall be to the Contractor's account except for the expenses by the Inspector.
- 2.29.3 The Inspector shall within 15 days from the date of inspection give notice in writing to the Contractor of any objection to any equipment and workmanship, which in his opinion is not in accordance with the Contract. The Contractor shall give due consideration to such objections and shall either make the modification that may be necessary to meet the said objections or shall confirm in writing to Inspector that no modifications are necessary to comply with the Contract.
- 2.29.4 When the factory test has been completed at Contractor(s) work the Inspector shall issue a Certificate to this effect within 15 days after completion on test. But if the tests are not witnessed by the Inspector, the Certificate shall be issued within 15 days of the receipt of Contractor's test Certificate by the Inspector. Failure of the Inspector to issue such Certificate shall not prevent the Contractor from proceeding with the works.
- 2.29.5 Inspection by Inspector and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the Contractor.
- 2.29.6 Notification of result of inspection: Unless otherwise provided in the specification or schedule, the examination of the equipment or parts will be made as soon as practicable after the same have been submitted for inspection, and the result of the examinations will be notified to the Contractor.
- 2.29.7 Removal of Rejections:
- a) Any equipment or parts for inspection at a place other than the premises of the Contractor and rejected shall be removed by the Contractor subject as herein after provided within fourteen days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the Contractor at the time when such letter would be in the course of ordinary post reach the Contractor. It shall be competent for the Inspector to call upon the Contractor to remove what he considers to be dangerous, infected or perishable equipment or parts within 48 hours of their receipt of such intimation.
 - b) Such rejected equipment or parts shall under all circumstances lie at the risk of the Contractor from the moment of such rejection and if such equipment or parts are not removed by the Contractor within the period aforementioned, the Inspector may either return the same to the Contractor at his and by such mode of transport as the Purchaser or Inspector may select, or dispose of such equipment or parts at the Contractor's risk on his account and retain such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The AAI shall also be entitled to recover handling and storage charges for the period during which the rejected equipment or parts are not removed.
- 2.29.8 Inspection in the country of Supply:
- In the case of equipment intended to be imported from outside India requiring inspection in the country of Supply, the demand for inspection shall be submitted by the Contractor to the Inspector in the form prescribed by the Inspector who will countersign and forward it to the Inspector duly appointed by the AAI in the country of Supply. The demand for inspection shall be in respect of equipment intended for use

in execution of work specifically included in the Contract, shall give full particulars of the equipment to be inspected. If required by the AAI, all tests necessary to ensure that the equipment, machinery, complies with the technical specification and guarantees shall be carried out at the Contractor's premises. Should, however, it be necessary for the final tests as to performance and guarantee to be held over until the assembly of the equipment they shall be carried out within one month of completion of assembly. Should the result of those tests not come within the margin specified, the tests, if required shall be repeated within the month from the date the equipment is ready for retest and the Contractor shall pay to the AAI all reasonable expenses to which he may be put to by such tests.

2.29.9 Rejection of Defective Equipment:

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

2.29.10 Replacement / Rectification of Defective Equipment:

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

2.29.11 Legation to carryout inspections: The Contractor shall also satisfy the Inspector that adequate provisions have been made (a) to carry out his instructions fully and with promptitude; (b) to ensure that parts required to be inspected before use are not used

before inspection; (c) to prevent rejected parts being used in work. Where parts rejected by the Inspector have been rectified or altered, such parts shall be segregated for separate inspection, and approval before being used in the work.

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

2.30 Progress report:

2.30.1 The Contractor shall from time to time render such reports covering the progress of the Contract and / or Supply of the equipment in such form as may be required by the AAI.

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

2.31 Indemnity:

The Contractor shall not be liable for payment of any royalty, licence fee or other expenses in respect of or for making use of patents or designs with respect of which he, is according to the terms of the Contract, is to be treated as an agent of the purchaser for the purpose of making use of the patent or trade mark for fulfilment of the Contract.

2.32 Corrupt practices:

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

2.33 Insolvency and Breach of Contract:

2.33.1 The AAI may, at any time, by notice in writing summarily determine the Contract without compensation to the Contractor in any the following events, that is to say:

- i. If the Contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitles the court or Debenture-holders to appoint a Receiver, Liquidator or Manager or;

- ii. If the Contractor commits any breach of the Contract not herein specifically provided for, provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the AAI and provided also the Contractor shall be liable to pay to the AAI for extra expenditure he is thereby put to and the Contractor shall under no circumstances be entitled to any gain on re-purchase.

2.34 Sub-Contracting:

The work shall not be subcontracted: The equipment / unit shall be manufactured / assembled and supplied from the manufacturing units owned by the bidder. The equipment / unit shall be shipped to India as one consignment (for Customs Duty Exemption reasons), after it is checked fully in all respects by the Contracting Firm. The Firm shall be fully responsible for meeting all the specifications and quality parameters as stipulated in the Contract. In case of submission of bid by foreign bidder in terms with public procurement (preference to Make in India) order 2017 and subsequent revisions thereof, the equipment / unit can also be manufactured / assembled and supplied from the manufacturing units in India with which the bidder has manufacturing arrangement.

2.35 Alternative proposals by bidders:

- a. Bidder shall submit offer that fully complies with the requirements of the bidding documents, including the conditions of Contract, basic technical design as indicated in the specification part. Conditional offers or alternative offers will not be considered in the process of bid evaluation.
- b. The bid is liable for rejection / cancellation, if information provided is found to be false at any stage. Besides this, the Earnest Money / Performance Bank Guarantee (PBG) is liable to be forfeited & the bidder is liable to be debarred.

2.36 General condition:

The conditions published in the CPP Portal while inviting Tender, Technical Specifications, Letter of Undertaking from the bidder, Proforma for Bank Guarantee for Contract performance and Equipment performance and General Terms & Conditions of Purchase Order shall form part of this Contract agreement.

For and on behalf of the Chairman
Airports Authority of India

Signature of Bidder/s

SPECIAL CONDITIONS OF CONTRACT (SCC)**3.1 General:**

- 3.1.1 The following Special Conditions shall be read in conjunction with General Conditions of Contract and corrigendum thereto. If there are any provisions in these special conditions, which are at variance with the provisions in the above-mentioned documents the provisions in these special conditions, shall take precedence.
- 3.1.2 Placement of Purchase Order: The order for Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) conforming to specifications as mentioned in SECTION-D of Tender Document shall be placed by Technical Directorate, Corporate Head Quarter of Airports Authority of India, New Delhi.

3.2 Delivery & Commissioning Period:

- 3.2.1 Total Time allowed for completion of Supply & Commissioning of 38 Nos. ACFTs / ARFFVs of 10,000 Liters Water Tank Capacity is **12 (Twelve) months**, which shall be reckoned from 15th day from the date of issue of Purchase Order.
- 3.2.2 If order / total quantity i.e. 38 Nos. ACFT / ARFFV splits among more than 01 (One) bidder under provisions of Public Procurement (Preference to Make in India), Order 2017 – Revision dated 19th July 2024 or as amended up to the last date of submission of bid, then Total Time allowed for completion of Supply & Commissioning of ACFTs / ARFFVs by each Contractor will be as stipulated in the table below: -

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

- 3.2.3 Delivery & Commissioning of entire ordered quantity of ACFTs / ARFFVs shall be carried out at various Consignee Airports as per **Para 3.3**. The firm shall offer for *Factory Acceptance Test (FAT) / Pre-dispatch Inspection* of total quantity of ACFTs / ARFFVs in maximum 03 (Three) lots of minimum quantity of 12 Nos. ACFTs / ARFFVs in each lot in case the order is issued to a single firm i.e. 01 (One) Contractor, at the factory premises of the Contractor.

In case the order is issued to 02 (Two) Contractors, then *Factory Acceptance Test (FAT) / Pre-dispatch Inspection* shall be carried out in maximum Two (02) lots of minimum quantity of 09 Nos. ACFTs / ARFFVs in each lot for each Contractor at the factory premises of the Contractors.

*Further, in case of split of Supply quantity i.e. 38 Nos. ACFT / ARFFV in more than 02 Contractor, the time period for carrying out the Factory Acceptance Test (FAT) / Pre-dispatch Inspection at the factory premises of each supplier will be conveyed through Purchase Order which shall be binding upon the Contractors failing which, AAI reserves the right to impose penalties as per S. No. 7 of “Important Milestones of Contract” Table in **Para 2.6.3** of SECTION-B of this Tender Document.*

3.2.4 Schedule of *Factory Acceptance Test (FAT) / Pre-dispatch Inspection* of ACFTs / ARFFVs will be as follows:

S. No.	Description / Particulars	Time Period for completion (in months from the 15 th day from the date of issue of Purchase Order)	
		In case of Single Contractor	In case of 02 (Two) Contractors
1	1 st lot	Within 06 months	Within 06 months
2	2 nd lot	Within 08 months	Within 08 months
3	3 rd lot	Within 10 months	Not Applicable

3.2.5 The Contractor shall submit a detailed Bar Chart within 30 days of signing of Contract Agreement, indicating activities with dates covering various key phases of manufacturing works such as procurement, manufacturing, despatch etc. failing which a lump-sum penalty amounting Rs. 5.00 Lakhs per month may be imposed and deducted from the running bills of the Contractor (*Refer S. No. 5 of "Important Milestones of Contract" Table in Para 2.6.3 of SECTION-B of this Tender Document*).

3.2.6 *FAT / Pre-dispatch Inspection* shall be carried out by Inspection team of Airports Authority of India. Dispatch clearance of the ACFTs / ARFFVs shall be given by the AAI Inspection Team based on the Inspection of ACFTs / ARFFVs, if it is found in compliance with AAI Technical Specifications & Performance Parameter.

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

- Sound packing of their items.
- Shipment of the items by the due date as specified in the Contract.
- Insurance
- Custom clearance and handling of items at Disport of entry in India.
- Forwarding and transshipment of items up to the destination.
- Insurance for inland transshipment.
- Receipt of ACFTs / ARFFVs at site and handing over to the authorized representative of the Airports Authority of India.
- Repairs to the equipment during the Defect Liability Period.
- CAMC of ACFTs / ARFFVs and for total period of 10 (Ten) years including 02 years of Defect Liability Period.
- Keeping in view the long delivery period, it shall be ensured that as far as possible latest version of hardware compatible with supplied software shall be supplied at the time of delivery.

3.3 Tentative Consignee Airports:

3.3.1 The delivery of ACFTs / ARFFVs will be made to the following Consignee Airports (Indicative only). The exact quantity to be dispatched or locations are subject to change. The final location shall be communicated by AAI before dispatch of ACFTs / ARFFVs by the Contractor. No extra payment shall be paid on this account.

S. No.	Consignee Airports	Quantity of ACFTs / ARFFVs to be supplied
1.	Calicut	4
2.	Coimbatore	3
3.	Madurai	3
4.	Tuticorin	1
5.	Rajahmundry	2
6.	Belgaum (RCS)	1
7.	Trichy	3
8.	Bhubaneshwar	3
9.	Amritsar	4

S. No.	Consignee Airports	Quantity of ACFTs / ARFFVs to be supplied
10.	Khajuraho	1
11.	Aurangabad	1
12.	Bhopal	1
13.	Surat	1
14.	Tirupati	1
15.	Vijayawada	1
16.	Hyderabad	1
17.	Raipur	1
18.	Ranchi	1
19.	Dholera International Airport Company Limited (DIACL)	5
Total		38 Nos.

3.3.2 Important Instructions for delivery of ACFTs / ARFFVs:

- i. The final location may vary and it will be communicated by AAI before dispatch of ACFTs / ARFFVs by the Contractor.
- ii. During the Contract period (02 years Defect Liability Period followed by 08 years CAMC), there may arise a scenario wherein the ACFTs / ARFFVs is/are required to be temporarily / permanently relocated / repositioned to any other AAI / Private / Civil Enclave Airport in India for meeting operational requirement. In such cases, transportation of such ACFTs / ARFFVs to the required Airport shall be arranged by AAI / Private / Civil Enclave Airport in India, as the case may be, in presence of Contractors' staff / technicians (if necessitated by the Contractor). However, the Contractor shall be responsible for deputing manpower / technicians to the required Airport to which the ACFTs / ARFFVs is/are temporarily / permanently re-positioned for compliance of Defect Liability Period and CAMC obligations.

3.4 Packing Forwarding and Shipment:

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

3.5 Contractor's Representatives, Agents & Workmen:

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

3.5.2 Minimum wages, PF & ESI:

The Contractor shall be solely responsible for the payment of wages (Minimum wages as fixed by Central or State Govt. of Consignee Airport / location / Unit, whichever are higher shall be applicable) and other dues to the personnel deployed by him latest by 7th of subsequent month. A Contractor shall be directly responsible and indemnify the authority against all charges, dues, claims etc. arising out of the disputes relating to the dues and personal deployed by him.

The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952 and Miscellaneous Provisions Act, 1961 and ESI Act, 1948, amended from time to time and rules framed there under. Some of the provisions are given below:

- a. The Contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner and ESI Registration No. allotted by ESI Corporation after award of work and shall continue to have valid PF Account Code No. and ESI Registration No. till actual completion of the Contract.
- b. The Contractor shall provide a list of Contract Workers engaged for Contract work along with their PF Account No. & ESI Registration No.
- c. The Contractor by 20th of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to RPFC and ESI contributions to ESI Corporation in respect of Workers engaged in Contract work.
- d. The Contractor shall provide copies of PF & ESI challans of monthly contributions in respect of Contract workers engaged for Contract work on month to month basis.
- e. AAI reserves the right to withhold minimum amount as detailed under, from the running account payments, if PF / ESI contributions are not paid by the Contractor and proof to that effect have not been produced regularly on due dates.
- f. The deducted amount towards ESI & EPF (**Refer above Para 3.5.2 (e)**) shall be released after submission of documentary evidence towards payment of ESIC / EPF amount to the statutory Authority by the Contractor.
- g. The Contractor shall take care of Labour regulations applicable in India and is required to follow all the guidelines prescribed by concerned authorities i.e. Regional Labour Commissioner / Central Advisory Contract Labour Board etc.
- h. The Bidder should quote their rates to comply with provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (regulation and abolition) Central Rules 1971 and minimum wages Act and rules thereof of Central and State Governments. Since the Contract covers Supply & CAMC works wherein no separate quote for manpower is sought. The Bidder may give their competitive rates considering anticipated variations (increase/decrease) in all associated constituents of the quoted rates.
- i. PF & ESIC are statutory requirements. The Contractor has to deposit PF & ESIC during currency of the agreement as per prevailing rates.

3.6 Defect Liability Period:

- 3.6.1 Single Point Defect Liability shall be extended by the Contractor for all equipment / appliances, components, subassemblies etc. supplied with the ACFTs / ARFFVs as per AAI Technical Specification (SECTION-D). The guarantees, in excess, on all Accessories, Equipment & Tools etc., supplied with ACFTs / ARFFVs to notified guarantee in the tender, shall be passed on to the Airports Authority of India.
- 3.6.2 The Contractor shall guarantee that all equipment shall be free from any defect due to the defective materials and bad workmanship and that the equipment shall operate satisfactorily and that the performance and efficiencies of the equipment shall be not less than the guarantee values. The Defect Liability Period shall be valid for a period of 02 (Two) years from the date of commissioning of each ACFT / ARFFV at Consignee Airport / Location / Unit. Part found defective during defect liability period shall be replaced / rectified by the Contractor without any charges whatsoever. The services of the Contractor's personnel, if requisitioned during this period, for such work, shall be made available free of any cost to the Authority.
- 3.6.3 If the defects are not remedied within two weeks from the date of written notice, the Authority shall proceed to do so at the Contractor's risk and expense without prejudice to any other right as well as the defect liability period of the equipment shall be extended as deemed fit.
- 3.6.4 The Contractor shall furnish the following guarantees: -
“We warrant that everything supplied by us including all components fitted into the equipment manufactured by others also, shall be in all respects free from all defects and results in material, workmanship and manufacture and shall be of the highest grade and quality up to acceptable standards for all materials of the type ordered and shall be in full conformity with all the specifications, drawings or samples if any, and we shall be fully responsible for its efficient performance. This guarantee shall survive inspection for acceptance, and payment for the equipment, but shall expire (except in respect of the complaints notified to us) 24 months for the ACFTs / ARFFVs at various Consignee Airports in India exclusively from the date of issue of Certificate of Commissioning of each ACFTs / ARFFVs at Consignee Airports by the Technical - In charge. The complaints, if any, with respect to any defect as to materials, workmanship, manufacture, or performance of any of the equipment or any part or parts thereof shall be notified by the AAI in writing.
- 3.6.5 The Contractor shall replace such of these parts which require replacement under these conditions free of costs, charges and expenses to the purchaser. In addition, the Contractor shall be responsible for a period of 24 months for ACFTs / ARFFVs at various Consignee Airports in India exclusively from the date of issue of Certificate of Commissioning of each ACFT / ARFFV at Consignee Airports by the Technical-In charge, for any defect that may develop or appear under the conditions provided for by the Contractor or use thereof arising from faulty material design or workmanship in the equipment or any part thereof or faulty equipment of the Contractor but not otherwise and shall remedy such defects within two days from the date of notification at his own cost, charges and expenses when called upon to do so by the AAI who shall state in writing in what respect the portion is faulty.
- 3.6.6 Any faulty components replaced or renewed under the clause shall also be guaranteed for a period of 24 months from the date of such replacements or removal

or until the end of the above-mentioned period whichever is later. If any defect is not rectified within the said period of one week, the AAI may proceed to do the work at Contractor's risk, acceptance and without prejudice to any other rights which the AAI may have on the Contractor in respect of such character as may affect the replacement or renewals of such defects. Further, if the replacement or renewals are of such character as may affect the efficiency of the installation the AAI shall have the right to give the Contractor within one month from such replacement or renewal, notice in writing for appropriate test to be carried out and should such test show to the satisfaction of the AAI that the equipment/installation sustains the guarantee given in the Contract, the cost of such test shall be borne by the AAI, should the guarantee be not sustained the cost of the test will be borne by the Contractor.

- 3.6.7 All inspection, replacement, or rectifications carried out by the Contractor during the Defect Liability Period shall be at the cost, charges and expenses of the Contractor subject to the same conditions as in the Contract.
- 3.6.8 The Contractor during the Defect Liability Period shall furnish all labour, tools, test apparatus, transportation, materials, spare-parts, consumables and other necessities as required to carry out planned routine maintenance, periodic maintenance, preventive maintenance, corrective maintenance, break down maintenance etc. as required for smooth functioning of the system.

3.7 Terms and conditions of Tendering Firms:

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

3.8 Responsibility for Completeness:

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

3.9 Supervision:

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

3.10 Taking over:

- 3.10.1 All performance tests as per **Annexure - XXXVII** of Tender Document should be carried out at the site in the presence of Contractors' representative, one representative each from Fire and Technical. After successful completion of Site Acceptance Test (SAT), duly signed by the committee, the same shall be accepted

and taken over when it has been supplied at site, and the Technical – In charge shall forthwith issue a taking over / handing over Certificate.

- 3.10.2 In the event of final or any outstanding tests being held over, such taking over Certificate shall be issued subject to the results of such final or outstanding tests which shall be carried out in accordance with the relevant clause of the Contract.
- 3.10.3 If technical specification test is carried out at the site, the equipment shall be taken over and taking over Certificate issued immediately, after such tests have been satisfactorily carried out.
- 3.10.4 The Technical Incharge shall not delay the issue of any taking over Certificate contemplated by this clause on account of minor defects in the Supply which do not materially affect the use thereof provided that the Contractor shall undertake to make good the same in due course.

3.11 Inability to perform Contract:

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

3.12 Training to staff:

- 3.12.1 Contractor shall be responsible for training such of the AAI's Staff whom the AAI may nominate for proper operation and maintenance of the ACFTs / ARFFVs including equipment / appliances. Cost for providing such training, including training material, in India shall be deemed to have been included within the cost quoted for equipment / appliances.
- 3.12.2 Such type of "On job training" in India at Consignee Airports on all aspects of operation and maintenance shall be provided by the Contractor or his authorized representative to the concerned AAI officials / operators / users (*at least 04 Nos. Fire and Rescue Operators and 02 Nos. Auto Mechanics / Auto Electrician of Technical Directorate per ACFT / ARFFV*) for a period of 05 (Five) working days. Expenses on traveling, lodging and boarding of AAI officials shall be on AAI account.
- 3.12.3 In addition to above, at least 10 (Ten) Nos. of Maintenance Engineers (as "train the trainer") of Technical Directorate of AAI shall be trained on maintenance of Engine, Chassis, Pumps, Monitor, superstructure including use of special service tools and major repairs of ACFTs / ARFFVs at the respective manufacturing facilities of the Contractor during Defect Liability Period for a period of minimum 07 (Seven) working days. Expenses on traveling, lodging and boarding of AAI officials shall be on AAI account.

3.13 Spares and Tools:

- 3.13.1 The Contractor shall guarantee the availability of spares to the AAI for a period of 10 (Ten) years after expiry of Defect Liability Period. The Contractor shall guarantee that before going out of production of spare parts of the equipment covered under the

Contract even after 10 years, he shall give the AAI at least 12 months' advance notice so that the later may order his bulk requirement of spare if he so desires. The same provision will also be applicable to Sub-Contractors.

- 3.13.2 The Contractor shall provide to the AAI with a 'DIRECTORY' of suppliers of parts outsourced with their full addresses and other particulars etc. as per Format of Letter of Undertaking as per **Annexure - XV**.

3.14 Import License (if applicable as per Government of India's notification at the relevant time):

- 3.14.1 In case of imported articles, Wireless Planning Coordination (WPC) license for radio equipment is mandatory, the same shall be obtained by the Contractor from the concerned authorities in the name of AAI. In case, the radio equipment is not imported then the Contractor shall obtain the WPC Decision letter from the concerned authorities. AAI shall provide documentation / recommendations for such license / letter required (if any). The cost towards WPC license / WPC Decision letter (if any) shall be reimbursed by AAI on actual basis on submission of documentary evidence.
- 3.14.2 In case of imported articles, if any other import license is required to be obtained the same shall be obtained by the Contractor in name of AAI. Contractor must invariably state if any documentation / recommendations for such import license will be necessary. The cost towards such import license shall be reimbursed by AAI on actual basis on submission of documentary evidence.
- 3.14.3 In case the Contractor is not able to arrange import license for his product, AAI may arrange import license for all those items of the schedule, which are required to be imported. Import license will be applied for specific items with quantities, quoted by the successful bidder. The import license will be based on C.I.F. Value of total items to be imported.
- 3.14.4 Contractor should note that any import license issued against any Contract that may be concluded would indicate quantity as the limiting factor for the purpose of clearance from the Customs. A license will not be valid for clearance if the actual C.I.F. value exceeds that shown in the license. If, however any increase in C.I.F. value is desired a request for amendment will have to be submitted along with the import license well before its expiry and before shipment of the goods duly supported by reasons and momentary evidence.
- 3.14.5 All bidders are warned (in the event, of a Contract being concluded with any of them) that any shipment made before the date of issue of an import license or after it's expiry is treated as unauthorized. Similarly, if the conditions of the license are not fulfilled, the imports are deemed to be unauthorized.
- 3.14.6 Foreign Contractor shall obtain product License / Certificate from Bureau of Indian Standards (BIS), if applicable for the items falling under list of items issued by BIS before dispatch of items from their country so that there is no hardship and delay in getting the consignment custom cleared. If any penalty arises due to non-availability of this Certificate, it shall be borne by the Contractor and shall not be passed on to AAI.

3.15 Association with an Indian Associate / Partner or Indian Subsidiary Company / Branch:

- 3.15.1 In case of Foreign OEM Contractor having an association with an Indian Associate / Partner or Indian Subsidiary Company / Branch as specified in eligibility criteria, Foreign Contractor shall fully associate Indian Associate / Partner or Indian Subsidiary Company / Branch right from the time, the work is awarded and till the CAMC period of ACFTs / ARFFVs including the Defect Liability Period.

The Foreign Contractor shall provide effective after sales and service facilities, during Defect Liability Period, and thereafter for CAMC by its own OR through their Indian Associate / Partner or Indian Subsidiary Company.

- 3.15.2 Indian Associate / Partner or Indian Subsidiary Company / Branch in case of Foreign OEM Contractor shall have valid registration with EPFO and ESIC for compliance of deposition of EPF and ESI contributions in respect of the manpower deployed at various Consignee's locations / Airports on the part of Contractor for the performance of Comprehensive Annual Maintenance Contract (CAMC).

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)
TERMS & CONDITIONS**

1. General:

The following CAMC Conditions shall be read in conjunction with General Conditions of NIT and Corrigendum thereto, if any. If there are any provisions in these special conditions, which are at variance with the provisions in the above-mentioned documents the provisions in these special conditions, shall take precedence.

(A) Providing round the clock monitoring and maintenance support during the two years of Defect Liability Period and

(B) Comprehensive Annual Maintenance Contract (CAMC) of the entire system as provided under the main Contract for eight years thereafter.

Bidder shall be responsible for Comprehensive Maintenance of the entire system as provided, including providing / supplying spares, consumables, manpower (01 skilled Technician and 01 Assistant / Helper) etc. required during 02 years Defect Liability Period and 08 years (thereafter) after successful completion of Defect Liability Period. The successful bidder shall enter into a separate agreement for the comprehensive maintenance with the Technical Incharge of the Consignee Airports / Concerned Regional Headquarters (RHQs) on or before commencement of CAMC.

The Contractor shall furnish all labour, tools, test apparatus, transportation, materials, spare-parts, consumables and other necessities as required to carry out planned routine maintenance, periodic maintenance, preventive maintenance, corrective maintenance, break down maintenance etc. as required for smooth functioning of the system in his quoted cost. In this respect the Contractor shall maintain at site sufficient spares / consumables for immediate replacement of defective / damaged part during day-to-day routine maintenance / breakdown maintenance.

The Contractor shall ensure adequate support, troubleshooting, maintenance, inspection and service in accordance with service recommendations provided in the respective manufacturer / supplier's maintenance or technical manuals.

The maintenance manual should contain detailed theory of operation, sub system specifications, functional description with block diagram and detailed signal flow, recommended maintenance schedule, test and calibration adjustment procedures and other information which helps in providing un-interrupted operation of the vehicle and should provide expected guidance to maintenance engineers for carrying out preventive maintenance and corrective maintenance in case of facility malfunctioning / break down.

The Contractor shall provide the required manpower comprising of 01 skilled Technician and 01 Assistant / Helper to carry out CAMC for 8 hours a day (Excluding lunch hrs..), 6 days a week during Defect Liability Period & CAMC period on site within the quoted cost of CAMC and shall attend to all malfunctions, breakdown so as to ensure that there is no disruption to services. Nothing extra shall be payable on this account. Work arrangement to be made in such way that at least 01 (One) Technician or Assistant / Helper is available on all days.

2. Operationalization of Comprehensive Annual Maintenance Contract (CAMC)

2.1 General:

- 2.1.1 The CAMC will be taken up by the Contractor as provided in the schedule of quantities at various Consignee Airports (**Para No. 3.3** of SECTION-C).
- 2.1.2 AAI at its discretion may re-position the ACFTs / ARFFVs at any other Airport in India and the Contractor shall provide the CAMC at the repositioned location @ CAMC Cost defined under **Para 2.12** of SECTION-C1.
- 2.1.3 The bidder shall provide experienced Technician for maintenance of the ACFTs / ARFFVs at each Consignee Airport including items mentioned in **Appendix-A & Appendix-I to Appendix-X** for each ACFT / ARFFV.
- 2.1.4 The technician shall have multi skill for maintenance of the ACFTs / ARFFVs and other equipment's / accessories. The facility available, if any with AAI E&M workshop of the airport may be utilized for maintenance of ACFTs / ARFFVs.

2.2 Scope of Work during Defect Liability & CAMC Period:

- 2.2.1 The Contractor shall submit the maintenance schedule and maintenance activity to be carried out for proper operation and upkeep of the system to achieve the desired performance. Maintenance / Workshop (OEM) Manuals of ACFTs / ARFFVs shall be referred to.
- 2.2.2 CAMC shall include daily / routine, periodic and preventive maintenance including specialized repairs, strictly as per maintenance programme indicated in manuals of manufacturer of ACFTs / ARFFVs. The performance parameters of each ACFTs / ARFFVs and its accessories are required to be demonstrated by CAMC service provider on monthly basis and get certified by Incharge of Technical at respective Consignee Airports free of cost during the Defect Liability Period and CAMC period. Calibration of equipment including foam concentrator to be carried at OEM certified / DGCA specified intervals free of cost during the Defect Liability Period and CAMC Period thereafter.
- 2.2.3 All the consumables [except fuel and ad blue / DEF (Diesel Exhaust Fluid)] will be on Contractor's account. For execution of CAMC, minimum 01 skilled Technician and 01 Assistant / Helper (Total Two Staff) are to be provided at each Consignee Airport for daily / routine, periodic and preventive maintenance including specialized repairs of ACFTs / ARFFVs.
- 2.2.4 The Contractor shall give "at the site training", for safe operation and maintenance, at the time of induction of ACFTs / ARFFVs.
- 2.2.5 All the performance parameters of ACFTs / ARFFVs shall be verified after completion of maintenance schedule.
- 2.2.6 The technicians deployed by the Contractor shall be certified / trained for repair and maintenance of ACFTs / ARFFVs by the Contractor. For Assistant / Helper, the qualification requirement will be 10th Pass, ITI in Diesel Mechanic / Auto Electrician. For Technician, the qualification requirement will be 3 years Diploma in Trade (Mechanical / Automobile) with 2 years' experience in the trade.

- 2.2.7 Scope of work for CAMC including the Defect Liability Period for ACFTs / ARFFVs shall also cover all the accessories, Equipment's and rescue tools etc., provided and provisioned with the ACFTs / ARFFVs.
- 2.2.8 The Contractor at his own cost shall obtain necessary Airport entry pass (AEP) / Airport Driving Permit (ADP) required for manpower deployed during the Defect Liability and CAMC period.
- 2.2.9 All dismantled materials / spare parts shall have to be handed over to Technical in-charge, AAI.
- 2.2.10 The PBG (Performance Bank Guarantee) for CAMC shall be submitted by the Contractor as per **Para 2.5 (ii)** of SECTION-B of this Tender Document.
- 2.2.11 The Contractor shall ensure replacement of tyres in case of any damage or tread worn out up to minimum level of tread as per tyre manufacturer during Defect Liability Period as well as during CAMC period. Similarly, the Contractor shall ensure the replacement of Batteries in case of any damage during Defect Liability Period as well as during CAMC period.

2.3 Maintenance Activities during CAMC & Defect Liability Period (Not exhaustive):

- 2.3.1 All the check-ups / maintenance activity of each equipment shall be as per site requirement and, recommendations of the manufacturer.
- 2.3.2 All the check-ups / maintenance activity in respect of each equipment shall be documented, and got approved by the Contractor before commencing the work.
- 2.3.3 Typical maintenance activities are listed below. However, bidder shall furnish exhaustive list.
- i All the check-ups / maintenance activity in respect of each equipment of ACFTs / ARFFVs as per maintenance manual of the manufacturer.
 - ii Attending to any emergency breakdown of ACFTs / ARFFVs.
 - iii Replacement of Seals, Bushes, Indication lamps and bearings as per site requirement or as per recommendation of the manufacturer.
 - iv Repairing / overhauling the equipment at site, including replacement of worn-out parts.
 - v Replenishing Hydraulic system oil required as a result of leak in the system arising out of fair wear and tear.
 - vi Lubricating the bearings of motor, pumps and fans, whenever is necessary.
 - vii Inspection of gear assembly and replacing worn out units as per site requirement or as per recommendation of the manufacturer.
 - viii Repairs & replacement of any component or equipment due to normal wear and tear, preventive & break down maintenance and consumables etc.
 - ix All consumables such as lubricating oil, indicating lamps, fuse links etc. required for replacement.

2.4 Breakdown & Un-serviceability Period:

The Contractor is expected to maintain the ACFTs in good working and operational condition all the times. All breakdowns / failures shall be attended promptly to restore the service at the earliest possible time as per Service Level Agreements (SLA) (SECTION-C3).

Service Level Agreement will be applicable during 02 years Defect Liability Period and 08 years CAMC period thereafter.

2.5 Compliance of Govt. of India Labour Laws & Insurance Cover of Staff deployed by Contractor during CAMC Period:

- a. The Contractor (in case of Indian firm) or Contractor (in case of foreign firm) through its Indian Associate or Indian subsidiaries shall comply all statutory provision of Labour and other Laws of Government of India and Local Laws at all Consignee Airports place during CAMC Period including 02 (Two) year Defect Liability Period.
- b. The EPF and ESI contribution on the part of employer (Contractor) shall be deposited by the Contractor to the Appropriate Authority / Trust in respect of manpower deployed for CAMC at each Consignee Airport on award of Contract. The proof of monthly contribution on the part of employer (Contractor) shall be submitted and same shall be verified by AAI in accordance with prevailing Labour Laws at each Consignee Airport during the CAMC period on monthly basis and accordingly, monthly payment of CAMC shall be released.

2.5.1 Payment of Labour Wages:

- a. The payment of wages to workmen engaged by the Contractor shall be credited by the firm into employee's bank account through NEFT / RTGS before 7th of every Month.
- b. The Firm has to maintain the attendance, wage & OT register for his employees. The same has to be produced for verification of the principal employer (AAI) as and when required.
- c. Statement of minimum wages paid to their employee shall be produced at the time of submission of bills.

2.5.2 Labour License, Bonus & P.F:

- a. The Contractor shall register himself with Labour Licensing Authority and obtain Labour License Number in this regard if applicable.
- b. Bonus: Contractor shall follow the "Payment of Bonus Act 1965" with latest amendments (Payment of Bonus (Amendment) Act 2015). He shall pay bonus minimum 8.33% to their workmen employed and shall submit proof of annual bonus payment to workers, failing which amount shall be deducted from their running / final bills.
- c. Contractors not having Code Number (Uncovered Establishment): The Contractors who are not covered under EPF & MP Act 1952 but, for AAI "obligation as principal employer, are required to ensure compliance for recovery and deposit of PF dues in respect of Contract workers engaged for AAI work. Hence, such Contractors are required to obtain PF Code against the Work Order / Contract with AAI for necessary compliance as per **Para 2.5** of SECTION-C1.

2.5.3 Reimbursement of Minimum Wages:

The annual increase of minimum wages due to Government notifications should be absorbed by the firm (Contractor).

2.6 Uniform and Safety Devices:

It shall be the responsibility of the firm to issue uniform and all safety devices to the persons engaged for maintenance of ACFTs / ARFFVs during the CAMC period. Each Technician and Assistant / Helper shall be provided with uniform during working hours.

2.7 Emergency Work:

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

2.8 Handing over on Completion of CAMC:

At the end of Contract, the Contractor shall handover all the equipment's to AAI in good working condition after carrying out all necessary checks to the satisfaction of respective Technical-in-Charge. Before completion of Defect Liability Period, the pending works and Supply of items to be completed by the service provider.

2.9 Other Terms and Conditions:

- 2.9.1 The ACFTs / ARFFVs shall be comprehensively insured by Airports Authority of India. The firm shall ensure; all necessary precautions are observed for the safety of the equipment. If during the maintenance / repair, any damage is caused due to negligence of the technicians deployed by the Contractor and if such damages are not acceptable to the insurer then the damages shall have to be made good by the Contractor at his own cost.
- 2.9.2 The Technician and Assistant / Helper deputed by the firm shall be qualified enough to maintain sophisticated equipment and capable of communicating with AAI in writing and oral.
- 2.9.3 The servicing personnel deployed will always be in proper uniform of the agency notifying their identity.
- 2.9.4 AAI will not be responsible for any violation of statutory Labour Laws applicable to the maintenance agency.
- 2.9.5 The personnel employed shall duly observe safety and precautionary measures and also restrictions as laid down by the Authority from time to time.
- 2.9.6 In case of expiry, termination / discontinuation of the Contract by either party, the maintenance agency shall vacate the premises along with the personnel belongings at

the end of the Notice Period. AAI will not be responsible for compensation of any nature in such events.

2.10 Maintenance during Defect Liability & CAMC Period:

2.10.1 All kind of spare parts, tyres, batteries & all the consumables [Except fuel and ad blue / DEF (Diesel Exhaust Fluid)] shall be provided by the Contractor during the currency of Contract for schedule maintenances. A list of consumables and non-consumables spares in the specified Format of Letter of Undertaking as per **Annexure - XV** to be duly filled and submitted by Firm in Technical Bid which are considered essential for efficient running and schedule maintenance. The same consumable & non-consumables shall be maintained during entire currency of Contract.

2.10.2 The firm shall carry out all the maintenance as per manufacturer's recommendation and any minor, major or breakdown maintenance as and when required to ensure the required availability of the equipment for operation.

2.11 Record Keeping, Supervision:

2.11.1 The firm shall maintain records for maintenance of ACFTs / ARFFVs.

- i. The payment for CAMC shall be based on the log book entry, certificate by the Technical Incharge at site, and shall be made by Consignee Airports / Concerned Regional Headquarters (RHQs) as applicable.

2.11.2 The maintenance at respective airports shall be supervised / controlled by Technical Dept. Workshop Incharge or other officer notified by AAI.

- i. The maintenance record shall be monitored by E&M workshop at respective Consignees / Base Stations / Airports. For maintenance of ACFTs, the following log books & registers shall be maintained.
 - 1) Maintenance schedule log register
 - 2) Service log book
 - 3) History register
- ii. The inventory of spares / consumables etc. required for routine / major / minor / breakdown repairs etc. shall be maintained by the Contractor.
- iii. The availability and satisfactory completion of maintenance shall be certified by Technical Incharge of respective base stations.
- iv. The Technical Incharge at respective airport shall supervise the work and certify the work done by the Contractor.

2.12 Methodology for calculation of CAMC cost of ACFTs / ARFFVs:

2.12.1 CAMC cost shall be calculated on the basis of fixed percentage of Item 1.01 (i.e. F.O.B cost in case of import of Fully Assembled / Completely Built Unit of ACFT / ARFFV) **or** Item 2.01 (i.e. Basic cost in case of ACFT / ARFFV is Fully Assembled / Completely Built in India) **or** Item 1.01 & Item No. 2.02 (i.e. F.O.B Cost in case of import of goods / items or sub-assemblies of ACFTs / ARFFVs and Basic cost of Indian goods / items or sub-assemblies of ACFTs / ARFFVs for manufacturing of ACFT / ARFFV through "local value addition in India") of Item rate BoQ (**Annexure - II**) and corresponding

rates arrived on Pro-rata basis in the Reverse Auction and accepted by AAI, as given below:

- (i) First Year : Nil- Free & Covered under 02 (Two) years of Defect Liability Period.
- (ii) Second Year : Nil- Free & Covered under 02 (Two) years of Defect Liability Period.
- (iii) Third year : @ **2.30 %** of Item 1.01 **or** Item 2.01 **or** Item 1.01 & Item No. 2.02
- (iv) Fourth Year : @ **2.42 %** of Item 1.01 **or** Item 2.01 **or** Item 1.01 & Item No. 2.02
- (v) Fifth year : @ **2.54 %** of Item 1.01 **or** Item 2.01 **or** Item 1.01 & Item No. 2.02
- (vi) Sixth year : @ **2.67 %** of Item 1.01 **or** Item 2.01 **or** Item 1.01 & Item No. 2.02
- (vii) Seventh year : @ **2.80 %** of Item 1.01 **or** Item 2.01 **or** Item 1.01 & Item No. 2.02
- (viii) Eighth year : @ **2.93 %** of Item 1.01 **or** Item 2.01 **or** Item 1.01 & Item No. 2.02
- (ix) Ninth year : @ **3.08 %** of Item 1.01 **or** Item 2.01 **or** Item 1.01 & Item No. 2.02
- (x) Tenth year : @ **3.23 %** of Item 1.01 **or** Item 2.01 **or** Item 1.01 & Item No. 2.02

Total CAMC cost shall be **21.97%** (Excluding GST).

- 2.12.2 The above year-wise CAMC rate arrived in **Para No. 2.12.1** is exclusive of GST and inclusive of all consumables {(except fuel and Ad Blue / DEF (Diesel Exhaust Fluid)}, wages, ESI, EPF and any other taxes etc. as applicable on prevailing time of submission of Bids.
- 2.12.3. For the purpose of fixation of F.O.B. rates quoted in a currency other than Indian rupees (Item 1.01 of Item rate BoQ) will be converted into Indian rupees as per exchange rates notified by Reserve Bank of India on the Date of Opening of Bid (**Pack-1**).
- 2.12.4 Statutory Tax Variation: Any Statutory variation on Tax rates shall be payable/reimbursable on actual basis on production of documentary evidence.
- 2.12.5 The payment against CAMC Component shall be made to the Contractor on monthly basis. The maximum percentage annually as mentioned in **Para 2.12** of SECTION-C1 shall be fixed which is calculated on specific percentage of F.O.B. / Basic rates annually.
- 2.12.6 Any escalation, if happens, in future with regard to variation of minimum wages and associated ESI / EPF etc. shall be absorbed by the firm within their fixed quoted amount in BoQ.
- 2.12.7 If the Consignee Airports wishes to extend the CAMC Period beyond the Contract Period i.e. 10th year, the same can be done on Pro-rata basis or Negotiated rate (whichever is less).

2.13. Payment Methodology for CAMC of ACFTs:

- 2.13.1 Monthly payment of CAMC for each Consignee Airport shall be released in accordance with terms & condition of SECTION-C1 (**Para No. 2.12**) in INR (₹) to the Contractor OR Indian Associate / Partner or Indian Subsidiary Company / Branch of Contractor after 02 years of Defect Liability Period.
- 2.13.2 Payment would be released after adjusting any adjustments, withholdings, recoveries towards liquidated damages / compensation for delay, if any which the firm might have rendered themselves as per the provisions of Contracts.

- 2.13.3 Necessary deduction in case of default in the service of CAMC including 02 years of Defect Liability period in terms of service level agreement at each airport (SECTION-C3) for each ACFT shall be made as per performance monitored on monthly basis by respective Consignee Airports.
- 2.13.4 Following documents to be submitted along with the monthly bills at Consignee Airports:
- i) Current Month Deposit Challan towards ESIC and EPF for the deployed manpower along-with proof of deposit challan for 02 years Defect Liability Period and during 08 years CAMC Period thereafter.
 - ii) Duly filled and certified Service Level Agreement.
 - iii) Undertaking towards availability of minimum level of quantity of spare parts for Periodical / Preventive maintenance and breakdown maintenance.

MAINTENANCE ACTIVITY DURING DEFECT LIABILITY & CAMC PERIOD (Indicative)

The total 38 Nos. ACFTs / ARFFVs will be covered under the CAMC, the detailed scope of work for ACFTs / ARFFVs is as follows: -

1. General:

- 1.1 General Shift Service Support (8 hours).
- 1.2 Team of at least one well qualified technician and one helper should be available for 6 working days a week during the normal working hours (9:30 am to 6.00 pm) at each airport for entire period of Contract including the Defect Liability Period.
- 1.3 After the working hours, staff should be available on phone call to attend the faults and rectification with a response time of maximum two hours after receiving the call/SMS. This also is applicable for emergency jobs on Sundays.
- 1.4 The Contractor shall ensure deployment of skilled/ semi-skilled workers so as to fulfill the assigned services and will be mutually agreed upon. Additional manpower shall be used by the firm in case of major repairs/breakdowns of engine, transmission, differential assembly, drive unit rollers / bearing etc.
- 1.5 This scope covers daily/routine check-ups, scheduled maintenance, preventive maintenance, trouble shooting of defects from time to time as per the need and rectification and replacement of parts as per the requirement.
- 1.6 All consumables / parts required for the services will be made Available by the Contractor.
- 1.7 All the repairs, provision of spare parts and lubricants, tyre, batteries etc; are part of the scope of this Contract.
- 1.8 Daily maintenance, preventive maintenance / periodical maintenance, break down maintenance of all equipment as mentioned above shall be carried out as per OEM maintenance schedule.
- 1.9 Periodical cleaning of radiators is Contractor's responsibility, however, the critical cleaning / repairs may be done using AAI facility, if available.
- 1.10 Forecasting of spares consumption and recommending spares required to be purchased, failure, investigation and analysis has to be carried out regularly, and discussed with AAI as and when required, and remedial action to be taken to reduce the down time in order to ensure maximum availability of the ACFTs.
- 1.11 Response time (On call basis) to attend Major / Minor Breakdowns is 2 hrs., and Time for rectification of minor breakdown is within 1 day and major within 5 days with all the spares available for the job completion.
- 1.12 The Serviceability level to be maintained is minimum 90% at any given point of time.
- 1.13 Daily maintenance means day to day maintenance work i.e. checking of engine oil, hydraulic oil, transmission oil, brake fluid, coolants, fuel and leakages from any system, minor repair or adjustments if required, replenishment, tightening of nuts/fasteners etc, replacement of hoses, changing of tyres, fault rectifications, checking and rectification of electrical system, including repair of starter, alternator or any other job necessary to make the vehicle available for operation.
- 1.14 Periodical / Preventive Maintenance, daily and monthly check list shall be carried out as per schedule recommended by the OEM and the schedule will be furnished at the time of awarding the Contract. (Maintenance schedule, check list daily / monthly).
- 1.15 Breakdown maintenance will be carried out as and when need arises.
- 1.16 All consumables such as oil and lubricants, cleaning materials, cotton waste {except fuel and ad Blue / DEF (Diesel Exhaust Fluid)} shall be provided by the Contractor.
- 1.17 Working space for keeping tools and records shall be provided by AAI without any charges.
- 1.18 Spares shall be on account of Contractor.

- 1.19 The infrastructure and equipment necessary for jobs related to gas cutting, welding etc. shall be provided by the Contractor.
- 1.20 The hand tools, shoes, gloves and clothing etc. required by technicians for working shall be arranged by the Contractor and the Technicians should wear proper uniform at working place.
- 1.21 Cannibalization of spares is allowed on case to case basis and upon prior approval AAI.
- 1.22 Within operational area transport may be provided by AAI to attend the services as mentioned for all the above scope.

2. Specific maintenance / checks to be carried over and above include:

- 2.1 Visual Safety checks
- 2.2 Pump pressure and performance test
- 2.3 Dry vacuum test
- 2.4 Check priming of pump valve plates and drive belts
- 2.5 Change of priming pump oil
- 2.6 Check of pump gear box oil
- 2.7 Check of pneumatic system
- 2.8 Check of water and foam tanks
- 2.9 Check of roof turret
- 2.10 Check of hose reel
- 2.11 Greasing of all the required points
- 2.12 Check of electric system
- 2.13 The Chassis components will be serviced and inspected as per Para 5 of SECTION-C2
- 2.14 Drive engine oil change
- 2.15 Pump engine oil change
- 2.16 Transmission oil level check and if necessary oil change
- 2.17 Transmission oil filter change
- 2.18 Change of diesel filter
- 2.19 Change of air filter
- 2.20 Check of axle oil level and if necessary oil change
- 2.21 Steering system check
- 2.22 Brake system check
- 2.23 Coolant check
- 2.24 Engine overhaul
- 2.25 Torque converter overhaul
- 2.26 Transmission overhaul
- 2.27 Complete overhaul of axles
- 2.28 Pump overhaul
- 2.29 Water & foam tank removing
- 2.30 Roof turret overhaul
- 2.31 Suspension system overhaul
- 2.32 All denting, painting and welding jobs.
- 2.33 ACFT performance (Every Month)
- 2.34 Calibration of Foam Proportionator once in a year after completion of Defect Liability Period (DLP).
- 2.35 Certification for meeting discharge rate by roof turret and flow rate by side lines every year after DLP.

3. Infrastructure may be provided by AAI:

- 3.1 Repair room
- 3.2 Work shop facilities as mentioned below;

Bench Vice, Drilling machine, Grinder, Battery charger, Air compressor – 12 bar, Work bench etc.

4. Tyres / Tubes patch work and Tyre replacement and rotation:

- 4.1 Contractor shall identify the Tyres required for the patch repair and the same shall be repaired by the authorized repair center by the Contractor. Tyre replacement during any puncture in the operations side shall be carried out by the Contractor and also the tyre rotation as per requirement progressively. New tyre installation on the rim shall also be done by the Contractor.

5. MAINTENANCE ACTIVITY FOR CHASSIS:

ENGINE

- 5.1 Air compressor filter-clean/replace
- 5.2 Cylinder head grounding stud-inspect/clean/tighten
- 5.3 Engine Crankcase Breather-clean
- 5.4 Engine oil sample-obtain
- 5.5 Engine oil and filter-Change / Top-up
- 5.6 Hoses and clamps-inspect/replace
- 5.7 Radiator-clean-cooling system Coolant sample (Level 2) – Obtain.
- 5.8 Starting motor – Inspect / repair
- 5.9 Turbocharger – Inspect / repair
- 5.10 Water pump – Inspect / repair
- 5.11 After cooler core – clean / test
- 5.12 Fan drive bearing – Lubricate / check & repair
- 5.13 Air compressor – inspect / repair
- 5.14 Air compressor filter – clean / replace
- 5.15 Belt condition & tension – inspection
- 5.16 Belt tensioner – inspection / repair
- 5.17 Compression brake – inspect / adjust / replace
- 5.18 Cooling system water regulator – check / change
- 5.19 Crankshaft vibration Damper – Inspect
- 5.20 Electronic Unit Injector – Inspect / Adjust
- 5.21 Engine Valve Lash – Inspect / Adjust
- 5.22 Engine Valve Rotators – Inspect / Adjust
- 5.23 Diesel engine antifreeze-coolant (DEAC) – Add/ Change
- 5.24 Cooling system Coolant Extender (ELC) – Add / Change
- 5.25 Vehicle lighting inspection / replace / troubleshoot
- 5.26 Engine drive belt inspection
- 5.27 Coolant changing
- 5.28 Change air cooler inspection (Visual Check)
- 5.29 Alternator, battery checking and alternator repairs
- 5.30 Battery electrolyte level – check / maintain
- 5.31 Fuel tank water and sediment –check / drain
- 5.32 Chassis air filter
- 5.33 Cooling system water temperature regulator – replace

6. Automatic Transmission:

A. General

1. Lubrication – Daily check of the transmission oil level

2. Adding oil whenever required
3. Oil / Filter change at fixed interval

B. Periodic Visual Inspection

1. Transmission & Converter mounting point bolts-inspect / re-torque the damaged bolts.
2. Mounting pads & bracket inspect / replace / repair the parts.
3. Drive line fasteners at the converter & transmission Yokes – inspect / replace / re-torque.
4. All electrical components (Switches, magnetic pick up, sensors & CAN – Bus Module) – replace / calibrate / program the faulty components / sub-assemblies.
5. Electrical wiring components & connection for security, chafing & any other Damages – Security wiring to prevent chafing damages.
6. Control cables & harness – inspect / care.

C. Hydraulic Lines Flexible Hoses & Connection

1. Inspect all hydraulic lines, hoses etc. for damages, sponginess, loose connections, chafing, etc.
2. Hydraulic lines, hoses etc.
 - i. Correct leaks and repair damage part
 - ii. Re-routing and correct routing of hoses & conduits to prevent further damage.
3. Externally mounted components
 - i. Split line between housing halves – periodically inspect
 - ii. Split lines externally mounted component such as valves and covers – inspect for leakage or damage / repair leaks and / or replace damage parts as required.
4. Hydraulic system pressure check
 - i. Main and loop pressure of transmission – check / adjust

7. Other Miscellaneous Activities:

- 7.1 Frame Fastener Torque checking
- 7.2 Suspension inspection – carry put repairs wherever necessary
- 7.3 Knuckle pin Lubrication
- 7.4 Axle fluid level inspection and Axle Lubrication
- 7.5 Axle fluid change
- 7.6 Wheel nut and Rim checking (Torque)
- 7.7 Driveline Lubrication
- 7.8 Air dryer inspection
- 7.9 Air dryer Desiccant cartridge – replacement
- 7.10 Brake system inspection
- 7.11 Steering inspection
- 7.12 Power steering fluid level inspection
- 7.13 Power steering filters changing
- 7.14 Fuel / water separator sight Bowl cleaning and element replacement.
- 7.15 Exhaust system inspection (Visual check)
- 7.16 Draining of water from pneumatic system

8. Maintenance activities for Fire Fighting System:

- 8.1 Pump Gear Box Fluid Changing
- 8.2 Priming Pump Fluid Changing
- 8.3 Hose Reel Hub Lubrication
- 8.4 Roller Shutter Lubrication
- 8.5 Roof Turret Lubrication
- 8.6 Bumper Turret Lubrication, if fitted.

- 8.7 Centrifugal Pumps
 - 8.7.1 Stuffing box packing-inspect / repair
 - 8.7.2 Suction cover bearing – inspect / repair / replace
 - 8.7.3 Priming line strainer – inspect / repair
 - 8.7.4 Discharge valves – inspect / replace
 - 8.7.5 Tank suction vales – inspect / replace
 - 8.7.6 Propeller shaft intermediate bearing – inspect / repair / replace
 - 8.7.7 Pipe connection – inspect / replace
 - 8.7.8 Dry Vacuum test – test / check / replace
 - 8.7.9 Valve plates – inspect / replace.
 - 8.7.10 Tooth belt – inspect / replace
 - 8.7.11 Oil, piston priming pump – check / refill
 - 8.7.12 Ventilation hole filter plug – check / clean
- 8.8 Pump Gear Box
 - 8.8.1 Oil, gearbox – check / refill
 - 8.8.2 Ventilation hole filter plug – check / clean.
- 8.9 Foamatic:
 - 8.9.1 Spring and linkage control system – inspect / adjust / replace / calibration, program & adjust for 6x6
- 8.10 Water and foam compound tank
 - 8.10.1 Tank support – inspect / replace
 - 8.10.2 Coating – inspect
 - 8.10.3 Sacrificial anodes – inspect / replace
 - 8.10.4 Manhole cover lock – inspect / check / adjust / replace
 - 8.10.5 Tank suction and filling line – inspect
 - 8.10.6 Tank level indicator – inspect / check / replace
- 8.11 Roller Shutters
 - 8.11.1 Lock system – inspect / adjust / repair / replace
- 8.12 Superstructure support
 - 8.12.1 Superstructure support – inspect / repair
 - 8.12.2 Hinges and locks – inspect / adjust / replace
 - 8.12.3 Search light – inspect / repair / replace
- 8.13 Brackets
 - 8.13.1 Ladder bracket – inspect / repair / replace
 - 8.13.2 Brackets for equipment – inspect / repair / replace
- 8.14 Hose Reel
 - 8.14.1 Friction brake – inspect / replace
 - 8.14.2 Driving chain – inspect / replace
 - 8.14.3 Reel hub – inspect / replace
- 8.15 Monitor (Roof)
 - 8.15.1 Movement of monitor – inspect / adjust / programme
 - 8.15.2 Monitor lock – inspect / adjust / replace
 - 8.15.3 Rotation and elevation bearing – inspect / replace
 - 8.15.4 Driving gears – inspect / replace
 - 8.15.5 Nozzle movement parts – inspect / repair / replace
 - 8.15.6 Moving part of reflector – inspect / repair / replace
- 8.16 Electric Installation
 - 8.16.1 Alarm installation – inspect / replace
 - 8.16.2 Gauges – inspect / replace
 - 8.16.3 Air pressure horn
 - 8.16.4 Locker lights
- 8.17 Pneumatic installation
 - 8.17.1 Drain compressed air chamber – inspect

- 8.17.2 Pneumatic service unit – inspect / adjust / program / replace.
- 8.17.3 Pneumatic actuator – inspect / replace
- 8.17.4 Emergency control – inspection / program / replace

8.18 Air conditioning

- 8.18.1 Gas Charging
- 8.18.2 Compressor repair / replacement
- 8.18.3 A.C. hose, ducts replacement
- 8.18.4 Other misc. jobs on air conditioning

SERVICE LEVEL AGREEMENT (SLA)

S. No.	Description	Non-compliance Penalty Point	Remarks
1	Preparation of Annual / Monthly Preventive & Schedule Maintenance (PM & SM).	2	Monthly
2	Execution of PM & SM as per schedule	5	No. of non-compliances per month
3	Monthly Serviceability of 90% is to be maintained: However, if it falls below the requirement, then according to following category, would be the basis of penalty: a. 89% – 85% b. 85% – 80% Persistent low serviceability for two months by the CAMC Contractor shall be escalated to OEM for further necessary action.	3 4	Calculated Monthly
4	Completion of R&M in stipulated time (To attend with available spares) Response time (on call basis) attend Major / minor breakdowns is 2 Hrs and a. Rectification of Major Breakdowns within 05 days b. Rectification of Minor Breakdowns within 01 day	5 2	Per incident
5	Quality of R&M and performance after the maintenance works. Availability of proper tools & tackles (Workmanship, using standard tools as per OEM standard)	5	Monthly
6	Repetitive breakdown, fault occurring in the same component	1	Per incident
7	Airside Entry Pass / ADP	3	Per month / person
8	Office timing & technician uniform, PPE etc.	1	Max./month
9	MIS & Value – added services	5	Per month
10	Carry out performance test of ACFT / ARFFV (in presence of Fire/Tech In-charge) and submission of Test Certificate every year including DLP	5	Monthly
11	Calibration of Equipment/Foam Proportionator every year including DLP	3	Per incident
12	Certificate for Discharge rate of Roof Turret, Bumper Turret and flow rate of side lines every year including DLP	3	Per incident

Note:

1. Total Amount Deduction / Month Excluding GST (INR (₹)) = 2,500 x Total No. of Non-Compliance Penalty Point per month at each Consignee Airport subject to Maximum deduction amount of INR (₹) 1,05,000/- per month at each Consignee Airport.
2. Non-deployment of manpower: Additional Recovery of Rs. 2000/- per person per day shall be made from monthly CAMC payment.

Technical Specifications & Methodology for Inspection for Quality Assurance Tests
(To be submitted in Technical Bid, Pack-3)

1	2	3	4	5
Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
4.1	GENERAL:			
	<p>The ACFTs / ARFFVs shall be supplied as a complete built-up unit and have a minimum rated water capacity, for usable 10,000 litres or more of water through monitor, side lines and ground sweep nozzles/under truck nozzles with capability as given below. The primary extinguishing agent shall be Foam Concentrate with proportioning system. In addition to primary agent, there shall be complimentary extinguishing agent of a dry powder as indicated at item 4.18.</p> <p>ARFFV / ACFT will be in accordance with the applicable requirement as on date of DGCA's CAR, ICAO Doc-9137 AN/898, NFPA-414, FAA-AC No. 150/5220-10E.</p>		Yes	Standard International methods.
4.1.1(a)	Fully Loaded Vehicle Performance Parameters:			
	1. Side slope stability (degrees)	30	Yes	Practical Demonstration
	2. Dynamic balance (kmph), minimum speed on a (30m) radius circle	35.5	Yes	Practical Demonstration
	3. Angle of approach (degrees)	30	Yes	Practical Demonstration
	4. Angle of departure (degrees)	30	Yes	Practical Demonstration
	5. Interaxle clearance (degrees)	12	Yes	Practical Demonstration
	6. Underbody clearance (cm)	46	Yes	Practical Demonstration
	7. Under axle clearance at differential housing bowl (cm)	33	Yes	Practical Demonstration
	8. Diagonal opposite wheel motion (cm)	36	Yes	Practical Demonstration
	9. Wall-to-wall turning diameter	<Three times the vehicle's overall length	Yes	Practical Demonstration
	10. Maximum acceleration time from 0 to 80 kmph (seconds)	35	Yes	Practical Demonstration
	11. Top speed (kmph)	≥110	Yes	Practical Demonstration
	12. Service brake: Stopping distance			
	i. From 32 kmph	≤12 m	Yes	Practical Demonstration
	ii. From 64 kmph	≤ 49 m	Yes	Practical Demonstration
	iii. Percent grade holding of fully loaded vehicle:			
	a. Ascending	≥ 50 %	Yes	Practical Demonstration
	b. Descending	≥ 50 %	Yes	Practical Demonstration

1	2	3	4	5
Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	iv. Emergency brake stopping distance at 64 kmph	≤ 88 m	Yes	Practical Demonstration
	13. Parking brake			
	i. Percent grade holding for the parking brake			
	a. Ascending	≥ 20 %	Yes	Practical Demonstration
	b. Descending	≥ 20 %	Yes	Practical Demonstration
	14. Steering	Centre/ Off Centre Right / Right Hand	Yes	Practical Demonstration
	15. Drive	On all wheels	Yes	OEM Certification along with Supporting Document (if any)
	16. Fordability (mm)	≥ 608	Yes	OEM Certification along with Supporting Document (if any)
	17. Minimum angle of Tilt (Static)	30°	Yes	Practical Demonstration
	18. Evasive Maneuver test, NATO Document, Dynamic Stability Report – Allied Vehicle Testing Publication (AVTP) 03-16W (kph)	40	Yes	Practical Demonstration
	19. "J" turn test at 46 m radius (kph)	48	Yes	Practical Demonstration
4.1.1(b)	Fully Loaded Vehicle (ARFFV/ACFT-Fire Fighting Systems) Performance Parameters			
	1. Vehicle Water Tank Capacity Minimum Usable	10,000 litres or more	Yes	Practical Demonstration along with Supporting Document (if any)
	2. Water tank: Percent of deliverable water			
	a. On level ground	100 %	Yes	Practical Demonstration
	b. On 20 percent side slope	85 %	Yes	Practical Demonstration
	c. 30 percent ascending/descending grade	85 %	Yes	Practical Demonstration
	3. Roof Turret (Monitor) discharge- at full flow			
	a. Individual flow rate of the roof turret (L/min)	≥4,500	Yes	Practical Demonstration
	b. Stream pattern/distances:			
	i. Straight/far point (m)	≥85	Yes	Practical Demonstration
	ii. Dispersed/far point (m)	≥ 22	Yes	Practical Demonstration
	iii. Dispersed/width (m)	≥ 11	Yes	Practical Demonstration
	4. Bumper Turret (Monitor)			
	a. Individual flow rate of the Bumper Turret (L/min)	> 950	Yes	Practical Demonstration
	b. Stream pattern/distances:			
	i. Straight/far point (m)	≥ 46	Yes	Practical Demonstration
	ii. Dispersed/far point (m)	≥ 15	Yes	Practical Demonstration

1	2	3	4	5
Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	iii. Dispersed/width (m)	≥ 9	Yes	Practical Demonstration
	iv. Dispersed/near point (m)	Within 9 meter of front bumper	Yes	Practical Demonstration
	5. Ground sweep nozzle			
	a. Number of nozzles	2	Yes	Physical Check
	b. Flow rate (L/min) Per nozzle	Refer sub Para 6 below	Yes	Practical Demonstration
	c. Dispersed pattern distances:			
	i. Far point (m)	≥ 9	Yes	Practical Demonstration
	ii. Width (m)	≥ 3.5	Yes	Practical Demonstration
	6. Under truck nozzle			
	a. Flow rate (L/min) per nozzle	The combined flow rate of two ground sweep nozzles and four under truck nozzles should not be more than 500 liters per minute	Yes	Practical Demonstration
	b. Number of nozzles	4	Yes	Physical Check
	7. Number of water/foam hand lines required per vehicle			
	Pre-Connected water/foam hand lines (numbers), with Hose dia. 63 mm, length ≥ 30 metre	4	Yes	Physical Check
	8. hand line			
	a. Nozzle flow rate (L/min)	≥ 450 at 7 bar	Yes	Practical Demonstration
	b. Straight stream distance (m)	≥ 25	Yes	Practical Demonstration
	c. Dispersed stream pattern			
	i. Range (m)	≥ 6	Yes	Practical Demonstration
	ii. Width (m)	≥ 4.5	Yes	Practical Demonstration
	d. Hose inside diameter (mm)	63	Yes	Physical Check along with Supporting Documents.
	e. Hose length (m) with instantaneous coupling	≥ 30	Yes	Physical Check along with Supporting Documents.
	9. Reeled water/foam hand line (first aid hose reel)			
	a. Nozzle flow rate (L/min)	≥ 230 for dual agent lines	Yes	Practical Demonstration
	b. Hose length (m)	≥ 30 for dual agent line	Yes	Physical Check along with Supporting Documents.

1	2	3	4	5
Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	c. Straight stream distance (m)	≥ 20	Yes	Practical Demonstration
	d. Dispersed stream pattern			
	i. Range (m)	≥ 6	Yes	Practical Demonstration
	ii. Width (m)	≥ 4.5	Yes	Practical Demonstration
	10. Complementary agent- Dry Chemical Powder			
	a. Capacity (kg)	250	Yes	OEM Certification along with Supporting Document (if any).
	11. Dry chemical hand line:			
	i. Discharge rate (kg/sec)	≥ 2.5	Yes	Practical Demonstration
	ii. Range (m)	≥ 7.5	Yes	Practical Demonstration
	iii. Hose length (m)	≥ 30	Yes	Physical Check along with Supporting Documents.
	12. Foam Tank usable capacity (litres)	1300	Yes	Practical Demonstration & Supporting Documents.
	13. Pump capacity	6,000 L/min or more	Yes	Practical Demonstration & Supporting Documents.
	14. Foam proportionator	Automatic with 3%, 6% & 8% with step less system	Yes	Practical Demonstration along with Supporting Documents.
	15. Air-Conditioned Cabin (Seating Capacity including Driver)	4+1	Yes	Physical Check along with supporting documents.
	16. Testing and acceptance procedure:	As per AAI Technical Specifications and subsequent amendments, if any.	Yes	
4.1.2.	Chassis			
	The chassis should be, customized for ARFFV/ACFT application, with specially designed axles (not off-set rims), with wider track (minimum ARFFV/ACFT width 3 meters) ensuring specified side slope stability, at the rated capacity of each axle, meeting the performance parameters as per 4.1.1. (a) above.		Yes	OEM Certification along with Supporting Document (if any).
4.1.3	General Requirements			
4.1.3.1(a)	The ARFFVs/ACFTs shall consist of a water tank of 10,000 litres or more of usable water capacity with necessary fittings. The primary		Yes	(a) Practical Demonstration

1	2	3	4	5
Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
(b)	extinguishing agent shall be foam concentrate, with 3%, 6% & 8% of foam concentrate. For this purpose, a foam concentrate tank of 1300 litres usable capacity shall have to be provided. A midship mounted pump, either coupled with the auxiliary engine (The emission level shall be minimum Bharat Stage IV or equivalent) Or Driven of the vehicle PTO mechanically, shall be fitted, having a minimum output of 6000 L/min at suitable delivery pressure and suction lift of 7.3 metres.		Yes	(b) OEM Certification & Supporting Documents and Practical Demonstration for Pump Performance.
(c)	When discharging foam solution, the pumping system shall be capable of discharging at a rate equal to or exceeding the total requirements of the roof turret (monitor), Bumper Turret/ two handline nozzles, ground sweep nozzles, and under truck nozzles discharging simultaneously at designed pressures.		Yes	(c) Practical Demonstration
4.1.3.2	The ARFFV/ACFT shall be capable of the following minimum performance with the monitor mounted on the roof of cabin and two hand lines on either side.			
	An individual output of 4,500 L/min through monitor at maximum rated pressure to give throw as per 4.1.1(b) item 3 of either water or specified quality foam concentrate.		Yes	Practical Demonstration
	A minimum output of 450 L/min of foam solution to each of the handlines on either side of the ARFFVs/ACFTs to give minimum effective throw, specified for foam concentrate, of 25 metres at nozzle pressures not exceeding 7 bar and using 30 mtrs. specified hose.		Yes	Practical Demonstration
	It shall be possible to operate the monitor and two hand lines simultaneously at pump delivery pressure suitable to the rated output and throw of monitor.		Yes	Practical Demonstration
4.1.3.3	The foam concentrate induction shall be automatic with changes in output required through a combination monitor and hand lines. The ratio of foam concentrate induction shall be within a variation ± 0.5 with an induction setting from 3%, 6% & 8% ratio with Step less System. The induction ratio once fixed shall maintain this limit of variation for the entire range of inductor setting. Around the pump/ Inline balance		Yes	Practical Demonstration

1	2	3	4	5
Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	foam proportionator shall be used with clearly marked induction ratios varying from 3%, 6% & 8% with Step Less System.			
4.1.3.4	The system of foam production from monitor and hand lines shall be so designed as to produce satisfactory quality of foam with the following minimum properties with the use of foam concentrate.			OEM Certification along with Supporting Document (if any).
	a. Minimum expansion ratio - 8		Yes	
	b. 25% drainage time with foam concentrate level 'A' 5 minutes minimum.		Yes	
	c. 25% drainage time with foam concentrate level 'B/C' 3 minutes minimum.		Yes	
4.1.3.5	It shall be possible for the ARFFV/ACFT to use water from a separate source from open source and/or an external source of water Supply for prolonged use and foam concentrate Supply through a pick-up tube from drums at ground level.		Yes	Practical Demonstration
4.1.3.6	The ARFFV/ACFT shall be equipped with Ground sweep nozzles and under truck nozzles for self-protection, particularly of the wheels. This should incorporate a pressure and flow regulator as explained in Para 4.14.16.1. The angle of the front nozzle shall be so adjusted to achieve performance as per 4.1.1. 5 & 6.		Yes	Practical Demonstration & Supporting Document
4.1.3.7	The water tank, foam concentrate tank, monitor, ground sweep nozzles and under truck nozzles shall have pneumatically controlled ball valves for operation and control from within the cabin. The hand lines should have pneumatic as well as manual control. All pneumatic control system shall be used with air Supply at pressures available from the vehicle air brake system. The vehicle air brake shall be tapped so that a minimum air pressure required for the operating vehicle is available all the time and the pneumatic control fire operation actuates when the air pressure in the systems exceeds this minimum level. In case of any leakage in the pneumatic control system the vehicle operation shall not be adversely affected. Opening and closing valves to the monitor and to the pump shall be achieved through operation of pneumatic/electro-pneumatic controls from the cabin as well as from Panel Board. Panel boards should be provided on both sides of		Yes	Practical Demonstration for Control from Cabin / Side Panel Boards and Manual. OEM Certification & Supporting Documents for type of controls (Pneumatic / Manual) and minimum air pressure of brake.

1	2	3	4	5
Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	the ARFFV/ACFT. Manual control should be provided for operation in case of failure in pneumatic control.			
4.1.3.8	The appliance shall be complete with all accessories and essential operating spares and tools. Where specific items are not required to be supplied suitable arrangement shall be made for stowage and secure location of such items to suit the ARFFV/ACFT role. All locking and securing devices shall be of sufficient strength, reliability and shall be of quick opening and closing type for removal of accessories and other items without loss of time.		Yes	Physical Check for space for towage. OEM Certification for strength and reliability of locking and securing devices.
4.1.3.9	All items where standard specification does not exist, best available commercial quality as approved by the inspection authority shall be supplied.		Yes	Physical inspection
4.1.3.10	The unit shall be designed to be as compact as possible complete with ease of accessibility to all sub systems for maintenance and repairs. The pump or foam making equipment and controls shall be so arranged that one man can operate foam concentrate, main water line, ground sweep/under truck nozzle and monitor valves from the driver's compartment and foam concentrate, main water line and side delivery from the mid-ship mounted control panel.		Yes	Practical Demonstration
4.1.4	MATERIAL SELECTION AND TREATMENT			
4.1.4.1	Material used for construction of the appliances shall be new, unused and free from all defects and imperfection that might affect the serviceability of the finished product. These shall be selected with a view to combine lightness with strength and durability.		Yes	OEM Certification and Supporting Documents.
4.1.4.2	Materials used in the assembly and components shall be of high strength to weight ratio where practicable to effect saving in dead weight and thereby increase the payload capacity. Use of dissimilar Materials in contact with each other which tends towards electrolytic corrosion shall be avoided.		Yes	OEM Certification.
4.1.4.3	The appliance is intended for use in tropical conditions with continuous high humidity and heat and also in coastal area. This fact shall be given full consideration while selecting material and for this reason		Yes	OEM Certification.

1	2	3	4	5
Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	use of rubber shall be avoided as far as possible. Wherever, it is unavoidable to use rubber the parts made out of it shall be readily available.			
4.1.4.4	The material used for superstructure should be non-corrosive and guaranteed against any sort of deterioration, deformation, ageing and corrosion for a minimum period of twelve years. This being one of the important criteria for evaluation, the exact material to be used, its detailed technical specification and the relevant standards to which such material conforms should be clearly stated.		Yes	OEM Certification and Supporting Documents.
4.1.4.5	Timber shall not be used in body construction.		Yes	OEM Certification.
4.1.4.6	All parts, which form waterways or come into contact with foam concentrate, shall be of non-corrosive material. All metal pipelines shall be hot dip galvanized after complete fabrication. All parts exposed to atmospheres shall be made of non-corrosive material. All ferrous fasteners shall be galvanized/chrome plated to avoid rusting over prolonged use.		Yes	OEM Certification.
4.2	WEIGHTS AND DIMENSIONS:			
4.2.1	The actual gross vehicle weight (weight of fully staffed, loaded and equipped vehicle) shall not exceed maximum permissible limit weight of chassis specified by the manufacturer.		Yes	Practical Demonstration
4.2.2	The weight shall be distributed as equally as to be Demonstrated Practically over the axles and tyres of the vehicle. The difference of weight between tyres on any axle shall not exceed 5% of the average weight on tyre for that axle, and the difference in weight between axles shall not exceed 10% of the weight of the heaviest axle. Under no circumstances shall axle and tyre manufacturers rating be exceeded.		Yes	Practical Demonstration
4.2.3	The centre of gravity of the vehicle shall be kept as low as possible under all conditions of loading.		Yes	OEM Certification and Supporting Documents.
4.2.4	DIMENSIONS:			
4.2.4.1	Dimensions and other performance requirements are as per table 4.1.1 (a) & (b)		Yes	
4.2.4.2	Overall height, length and width shall be kept to a minimum consistent with the best operational performance of		Yes	OEM Certification and Supporting Documents.

1	2	3	4	5
Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	the vehicle and the design concept needed to achieve this performance and to provide optimum manoeuvrability and facilitate movement on airports.			
4.2.4.3	The vehicle shall be constructed such that a seated driver shall be able to see the ground 6 Metre ahead of the vehicle and minimum 15 degree above the horizontal without leaving seat. The vision in the horizontal plane shall be 90 degree on each side from the straight position on a full forward control.		Yes	Practical Demonstration
4.2.4.4	Adjustable rear-view mirrors with a glass area of not less than 385 sq. cm. shall be provided on each side of vehicle. Each shall be provided with a minimum of 45 sq. cm area wide-angle convex mirrors.		Yes	OEM Certification and Supporting Documents
4.3	ENGINE:			
4.3.1	PERFORMANCE REQUIREMENTS			
4.3.1.1	The vehicle's engine(s) shall be HSD (High Speed Diesel) driven, and shall have minimum power output of 485 kW/650 hp, torque and speed characteristics to meet and maintain all vehicular performances specified in this standard. The vehicle's engine (s) shall be certified by the engine manufacturer for the ARFFV/ACFT application. In addition, Provision for open canopy for engines and incorporation of brushed or brushless alternator should be made.		Yes	OEM Certification and Supporting Documents
4.3.1.2	Fully laden vehicle shall consistently be able to accelerate maximum speed, as specified, with the engine and transmission at their normal operating temperature at any ambient temperature varying from 0° C to 50° C and at elevation up to 600 metres above mean sea level.		Yes	OEM Certification along with Supporting Documents (if any).
4.3.1.3	The vehicle shall also be capable of ascending, stopping, starting and continued ascent on a 40% grade on dry pavement at a minimum speed of 1.6 kmph with extinguishing agents being discharged at maximum rated capacity from the turret.		Yes	Practical Demonstration
4.3.1.4	The emission level shall be minimum Bharat Stage IV or equivalent. Type approval certificate or equivalent certificate relevant to emission norms of engine offered, issued by any regulatory authority		Yes	OEM Certification and Supporting Documents.

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	with up to date amendments shall be submitted by the bidder. OEM of engine(s) shall submit a certificate conforming emission level meets minimum Bharat Stage BS IV or equivalent.			
4.3.1.5	The ARFFV/ACFT weight (kg) to engine power ratio (kW) plays an important role, in achieving response time of two minutes, as specified in ICAO documents. The constructor of ARFFV/ACFTs shall certify the achievable acceleration of 80 kmph in < 35 seconds up to minimum 12 years of use of ARFFVs/ACFTs.		Yes	OEM Certification along with Supporting Documents (if any).
4.3.1.6	The vehicle will be capable of operating safely on paved roads, graded gravel roads, cross country terrain, and sandy soil environments. Cross country terrain consists of open fields, broken ground, and uneven terrain. An off-road, high-mobility suspension system resulting in no more than 0.5 G _{rms} acceleration at the driver's seat of the vehicle when traversing an 8-inch (20 cm) diameter half round at 35 mph (56 kph) must be provided. The suspension design by which the manufacturer meets the suspension performance requirements is at the manufacturer's discretion.		Yes	OEM Certification along with Supporting Documents (if any).
4.3.2	ENGINE COOLING:			
4.3.2.1	Engine shall be liquid cooled so that stabilized cylinder head and oil temperature remain within the engine manufacturer's prescribed limits under all operational conditions and all ambient temperatures between 0° (degree) Centigrade and 50° C.		Yes	OEM Certification along with Supporting Documents (if any).
4.3.3	FUEL SYSTEM:			
4.3.3.1	Fuel system shall qualify engine manufacturer's requirements and shall include fuel pump, fuel filtration and flexible fuel lines, well protected from damage, exhaust heat and ground fires.		Yes	OEM Certification.
4.3.3.2	Accessible filtration shall be provided for each fuel supply line and a drain shall be provided at the bottom of the fuel tank.		Yes	Physical Check
4.3.3.3	Gravity feed fuel tanks are not acceptable.		Yes	OEM Certification.
4.3.3.4	Fuel tank capacity shall be 200 litres or more to achieve a minimum of 48 km of highway travel at 90 kmph plus		Yes	OEM Certification and Practical demonstration.

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	2 hours of pumping at the full rated discharge.			
4.3.4	EXHAUST SYSTEM:			
	The size of exhaust system shall be such that undue back pressure is not generated and under no circumstances exhaust gases enter the cabin. The system shall be of high grade, rust resistant material.		Yes	OEM Certification.
4.3.4.1	Exhaust system shall be designed so as to protect it from damage that could result from rough terrain. Tailpipe of exhaust system shall be designed to discharge upwards or to the rear of the vehicle and not towards ground nor towards panel operator.		Yes	Physical Check
4.3.4.2	The exhaust system shall include a muffler to reduce engine noise.		Yes	Physical Check
4.3.5	VEHICLE ELECTRICAL SYSTEM:			
4.3.5.1	The vehicle shall be provided with 12/24 volts electrical system and starting.		Yes	OEM Certification along.
4.3.5.2	The electrical system shall have negative ground including alternator and voltage regulator. Alternator shall be at 100% of anticipated load at 50% engine speed, and shall be, of belt driven.		Yes	OEM Certification.
4.3.5.3	The curb idle minimum-charging rate of the alternator shall be 30 Amps.		Yes	OEM or his Authorized bidders Certification.
4.3.5.4	Batteries shall be secured and well protected from against physical injury, vibration, and water sprays and engine and exhaust heat. When an enclosed compartment is provided for batteries, it shall be well ventilated and batteries shall be easily accessible for examination, test and maintenance.		Yes	Physical Check
4.3.5.5	The circuits shall be so designed that at no stage of operation overloading, overheating or short-circuiting and fluctuation of voltage is experienced.		Yes	OEM Certification.
4.3.5.6	A built-in battery charger shall be provided on the vehicle to maintain full charge on all batteries. Grounded AC receptacle shall be provided to permit a drive away plug connection from external electric power Supply to battery charger.		Yes	Physical check and OEM Certification.
4.3.5.7	An engine coolant/preheating device shall be provided as an aid to rapid starting and high initial engine performance.		Yes	Physical Check
4.3.5.8	The electrical system shall be insulated, waterproofed and		Yes	OEM Certification.

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	protected against exposure from ground fires.			
4.3.5.9	The effect of electromagnetic field of all electrical systems of Radio sets shall be suppressed so that it does not interfere with functioning of radio sets.		Yes	Practical Demonstration.
4.4	VEHICLE DRIVE:			
4.4.1	Transmission of power from engine to wheels shall be through a torque converter and fully automatic transmission, having designed input rating parameters to maintain the operational performance during minimum period of 10 years of use, with provision of crawling as per Para 4.12.5.2, without application of brakes. The entire drive train shall be designed to have sufficient capacity to slip the wheels of the static loaded vehicle on surface having a coefficient of friction 0.8. A range of gears providing the specified top speed and a grade-ability of 50% shall be provided with sufficient intermediate gears to achieve the specified acceleration.		Yes	OEM Certification along with Supporting Documents (if any).
4.4.2	A transmission cooling system shall be provided and designed so that the stabilized transmission oil temperature remains within the transmission conditions and at all ambient temperatures.		Yes	OEM Certification.
4.4.3	The transmission shall be matched to the engine properly, and shall be approved by transmission manufacturer, for the ARFFV/ACFT application.		Yes	Transmission Manufacturer Certification along with Supporting Documents (if any).
4.4.4	The provision of positive drive to each wheel by means of a fully locked drive line shall be required in order to maximize traction on low friction surfaces. Positive drive may be achieved either by the use of automatic locking and torque proportioning differentials, or may be manually selectable by the seated driver, while the vehicle is in motion, by use of a single control.		Yes	OEM Certification.
4.4.5	All wheel drive on these vehicles shall incorporate a drive to the front and rear axles, which are engaged at all times during use. An interaxle differential shall be installed with automatic or driver selected means of differential locking.		Yes	OEM Certification.
4.4.6	Front and rear axles shall have adequate capacity to carry the maximum imposed load under all		Yes	OEM Certification.

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	intended operating conditions. The variations in axle track shall not exceed 20% of the tyre Sectional width at rated load.			
4.5	SUSPENSION: The suspension system shall be designed to permit the loaded vehicle to:			
	a) Travel at the specified speeds over improved surface;		Yes	Practical Demonstration
	b) Travel at moderate speeds over unimproved surface;		Yes	Practical Demonstration
	c) Provide diagonally opposite wheel motion 360 mm above ground obstacles without raising the remaining wheels from the ground.		Yes	Practical Demonstration
	d) Provide at least 50mm of axle motion before bottoming of the suspension on level ground;		Yes	OEM Certification.
	e) Prevent damage to the vehicle caused by wheel movement; and		Yes	OEM Certification.
	f) Provide a good environment for the crew when traveling over all surfaces.		Yes	Practical Demonstration
4.5.1	RIMS, TYRES AND Wheels:			
4.5.1.1	Tyres shall be selected to maximize the acceleration speed, braking and manoeuvring capabilities of the vehicle on paved surfaces without sacrificing performance on all reasonable terrains found within/ outside the airport boundary.		Yes	OEM Certification.
4.5.1.2	Tyres size shall be suitable to optimize floatation under soft ground conditions. The lowest tyre pressure shall be compatible with the high-speed performance requirement as specified in table 4.1.1 (a) & (b)		Yes	OEM Certification.
4.5.1.3	All wheels on the vehicle shall be of the single wheel type with all rims, tyres and wheels of identical size and same tread design.		Yes	Physical Check.
4.5.1.4	Rims, tyres, wheels, and inflation pressures shall be approved by the respective manufacturers as having sufficient capacity to meet the specified performance, and shall be certified for not less than 40.23 Kms(25Miles) of continuous operation at 96.5 Kmph (60 mph) at normal operating pressure.		Yes	OEM Certification.
4.5.1.5	Size of tyre should be such to meet all vehicular performances.		Yes	OEM Certification.
4.6	TOWING CONNECTIONS:			
4.6.1	Four large tow eyes or tow hooks, capable of towing the vehicle without damage, shall be mounted, two at the front and two at the rear of the truck and attached directly to the frame structure (chassis).		Yes	Physical Check.
4.7	BRAKES			

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
4.7.1	The braking system shall feature service, emergency and parking brake systems. Service brakes shall have power actuation through air, hydraulic or air over hydraulic. Calliper disc brakes shall be furnished. A brake chamber shall be provided for each wheel and shall be mounted so that no part of the brake chamber projects below the axle. ABS (Anti-lock Braking System) braking system shall be provided.		Yes	OEM Certification.
4.7.2	Service brakes shall be of the all-wheel type with split circuits so that failure of one circuit shall not cause total service brake failure, and shall be able to hold fully loaded vehicle on a 50% grade.		Yes	Practical Demonstration
4.7.3	The service brakes shall have stopping distances as per 4.1.1. (a) on a dry hard appropriately level road way, free from loose materials, and sufficiently wide roadway without any part of vehicle leaving roadway.		Yes	Practical Demonstration
4.7.4	The service brakes shall provide one power assisted stop with the vehicle engine inoperative, for the stopping distances specified above.		Yes	OEM Certification along with Supporting Documents (if any).
4.7.5	An emergency brake system shall be provided which is applied and released by the driver from the cab and is capable for modulation, by means of the service brake control.		Yes	Physical Demonstration
4.7.6	The parking brake shall be capable of holding the fully loaded vehicle on a 20% grade without air or hydraulic assistance.		Yes	Practical Demonstration
4.7.7	Brakes–Air System			
4.7.7.1	When the vehicle is supplied with air brakes, air compressor shall meet following criteria:			
	The compressor shall be engine driven;		Yes	Physical Check
	The compressor shall have sufficient capacity to increase air pressure in the supply and service reservoirs from 586.1 kPa to 689.5 kPa (85 psi to 100 psi) when the engine is operating at the vehicle manufacturer's maximum recommended revolutions per minute (rpm) in a maximum of 25 seconds.		Yes	OEM Certification and Practical demonstration.
	The compressor shall have the capacity for quick build-up from 0 kPa (0 psi) to release spring brakes, and this build-up in pressure shall be accomplished within 15 seconds.		Yes	Practical Demonstration

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	The compressor shall incorporate an automatic air-drying system immediately downstream from the compressor to prevent condensation build-up in all pneumatic lines.		Yes	OEM Certification.
4.7.7.2	Service reservoirs shall be provided. The total of the service reservoir volume shall be at least 12 times the total combined brake chamber volume at full stroke. If the reservoir volume is greater than the minimum required, proportionately longer build-up time shall be allowed using the following formula: <i>$\frac{\text{Actual reservoir capacity} \times 25}{\text{Required reservoir capacity}}$</i>		Yes	OEM Certification along with Supporting Documents (if any).
4.7.7.3	Reservoirs shall be equipped with air pressure regulator, drain and safety valves.		Yes	Physical Check
4.7.7.4	Provision for charging of air tanks by a drive away electrical connection used to power a vehicle mounted auxiliary compressor would be provided.		Yes	Physical Check
4.7.7.5	A drive away air connection for charging of air tanks from an external air source shall be provided.		Yes	Physical Check
4.7.7.6	Visual and audible low air pressure warning devices shall be provided. The low-pressure warning device shall be visual and audible from the inside, and audible outside of the vehicle.		Yes	Practical Demonstration
4.7.7.7	Provision of pneumatic service outlets for inflating tyres shall be made from air compressor of ARFFV/ACFT, with a high-pressure charging tube of 30 mtrs. and nozzle. A separate provision of pneumatic service outlet for inflating pneumatic bags shall also be made from air compressor of ARFFV/ACFT.		Yes	Physical Check
4.7.7.8	Air leakage from pressure system shall not exceed 0.5 Kg. /sq. cm. per hour so that at no stage the air pressure should reduce less than brake operating pressure in 8 hours.		Yes	Practical Demonstration
4.8	STEERING			
4.8.1	The chassis shall be equipped with power assisted steering with direct mechanical linkage from the steering wheel to the steered axle(s) to permit the possibility of manual control in the event of power assist failure.		Yes	OEM Certification along with Supporting Documents (if any).
4.8.2	The power steering shall have sufficient capacity to allow turning the tyres stop to stop with the vehicle stationary on a dry level, paved		Yes	OEM Certification along with Supporting Documents (if any).

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	surface and fully loaded, with not more than 7 kg. pull on wheel.			
4.8.3	The wall-to-wall turning diameter of the fully laden vehicle shall be less than three times the vehicle length.		Yes	Practical Demonstration
4.8.4	Vehicle shall be designed for Centre/Off Centre Right/Right Hand Drive system so that driver's Left hand is free for operations controls.		Yes	Physical Check
4.9	CABIN			
4.9.1	The cabin shall be mounted on the forward part of the vehicle and shall provide seating for 5 persons including Driver. The seating arrangement shall be; 2 adjustable seats and a long or separate seat (s) for three crew members with provision of stowage of Fully Assembled BA set suitably located to the backrest with quick release system so that it can be worn in running vehicle. In addition, there shall be instrument panel and equipment as specified without any hindrance to crew.		Yes	Physical Check
4.9.2	The cab shall meet the visibility requirements of 4.2.4.3. The windshield (single piece) shall be shatterproof safety glass, and all other windows shall be constructed of approved safety glass. The cab shall comply with ECE R29 or equivalent test. The cab shall be provided with wide gutters to prevent foam and water dripping on the windshield and side windows. There shall be enough space to keep and to enable the crew except driver to put on protective clothing and B.A. set while on way to a call. Doors shall be provided on each side of the cab with steps and handrails to allow rapid entrance and exit from the cab while wearing full protective equipment and should be openable at 90 degrees for easy ingress and egress of crew. In case of specially designed cabin with two doors, the design should allow easy entry and exit of the crews in the rear row(s) without disturbing the crews of front row and a Centre/Off Centre Right/Right Hand steering system shall be provided. A rear-view camera with a monitor at the panel shall be provided. The cab design shall take into consideration the provision of ample space for the		Yes	Physical Check for Cabin Space, Doors, Rear View Camera & Monitor, Housing of Engine and Manual Control of Turret. OEM Certificate along with supporting Documents for Glass, ECE R29 test. Practical Demonstration for time of mounting of crew.

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	crew to enter and exit the cab and carry out normal operations while wearing full protective equipment. The design will be considered only in case of engine is not housed within the cabin. In case the turret (monitor) having manual controls above the cab roof is provided, the cab shall be designed with a quick-access passage to the turret (monitor). Time required for mounting of the crews into the cabin from close-up position shall be less than or equal to 10 Seconds.			
4.9.3	The cab shall be weatherproof, and shall be fully insulated thermally and acoustically with a fire-resistant material. The cab may be of the unitized rigid body and frame structure type or it may be a separate unit flexibly mounted on the main vehicle frame. The cab shall be constructed from non-corrosive materials that provide lightest weight consistent with adequate strength to ensure a high degree of safety for the crew under all operating conditions including excess heat exposure, and in the event of a vehicle rollover accident. The material should also be guaranteed against any sort of deterioration, deformation, ageing and corrosion for a minimum period of twelve years.		Yes	OEM Certification along with Supporting Documents (if any).
4.9.4	INSTRUMENTS, WARNING LIGHTS AND CONTROLS			
4.9.4.1	The minimum number of instruments, warning lights and controls consistent with safe and efficient operation of the vehicle, chassis, and firefighting system shall be provided. All chassis instruments and warning lights shall be grouped together on a panel in front of the driver. All firefighting system instruments, warning lights, and controls shall be grouped together by function so as to provide ready accessibility as well as high visibility for the driver as well as a crewmember sitting in the co-driver seat. Electronic controls have pneumatic and/or manual override wherever possible.		Yes	Physical Check
4.9.4.2	All instruments and controls shall be illuminated, with back lighting to be used where to be demonstrated Practically.		Yes	Physical check

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4.9.4.3	Groupings of both the chassis and firefighting system instruments, warning lights and controls shall be easily removable as a unit or be on a panel hinged for back access by the use of quick disconnecting fittings for all electrical, air and hydraulic circuits.		Yes	Physical Check
4.9.4.4	The following instruments, or warning lights, or both shall be provided as a minimum;			
	a. Speedometer/Odometer		Yes	Physical Check
	b. Engine(s) tachometer		Yes	Physical Check
	c. Fuel level with audio warning		Yes	Physical Check
	d. Air pressure		Yes	Physical Check
	e. Engine(s) temperature		Yes	Physical Check
	f. Engine(s) oil pressure		Yes	Physical Check
	g. Voltmeter(s)		Yes	Physical Check
	h. Oil temp. gauge light		Yes	Physical Check
	i. Transmission(s) oil temp.		Yes	Physical Check
	j. Pump(s) pressure,		Yes	Physical Check
	k. Water tank level Gauge		Yes	Physical Check
	l. Foam tank level Gauge		Yes	Physical Check
	m. Low air pressure warning		Yes	Physical Check
	n. Headlight beam indicator		Yes	Physical Check
	o. Trafficator light		Yes	Physical Check
	p. Hazard warning light		Yes	Physical Check
	q. PTO engagement light.		Yes	Physical Check
	r. Pump hour meter		Yes	Physical Check
	s. Water control Valve		Yes	Physical Check
4.9.4.5	The cab shall have all the necessary controls within easy reach of the driver for the full operation of the vehicle and the pumping system. The following cab controls shall be provided.			
	a. Accelerator		Yes	Physical Check
	b. Parking brake control		Yes	Physical Check
	c. Steering wheel, with directional signal control & horn		Yes	Physical Check
	d. Brake pedal		Yes	Physical Check
	e. Transmission range selector		Yes	Physical Check
	f. Pump control or selector/P.T.O.		Yes	Physical Check
	g. Foam control		Yes	Physical Check
	h. Siren switch(es)		Yes	Physical Check
	i. Auxiliary agent control		Yes	Physical Check
	j. Ground Sweep/ Under truck nozzle control		Yes	Physical Check
	k. Roof Turret controls		Yes	Physical Check
	l. Bumper Turret Controls		Yes	Physical Check
	m. Light switches		Yes	Physical Check
	n. Windshield wiper and washer controls		Yes	Physical Check
	o. Heater-defroster controls		Yes	Physical Check
	p. Master electrical switch (Isolator Switch)		Yes	Physical Check
	q. Engine start/stop control		Yes	Physical Check
	r. Windshield deluge system switch.		Yes	Physical Check
	s. Water Tank Main valve control		Yes	Physical Check
	t. Side delivery ON/OFF valve		Yes	Physical Check
4.9.5	EQUIPMENT			
4.9.5.1	The following minimum equipment shall be provided in or on the cab.			
	a. Heater/defroster		Yes	Physical Check

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	b. Driver's suspension seat with vertical, fore and aft adjustment, with seat belt		Yes	Physical Check
	c. Crew seats with individual retractable seat belts and grip hand rails.		Yes	Physical Check
	d. Windshield washers appropriate for removing foam		Yes	Physical Check
	e. Windshield wipers appropriate for removing foam		Yes	Physical Check
	f. Siren		Yes	Physical Check
	g. Horn		Yes	Physical Check
	h. Sun visors, interior transparent		Yes	Physical Check
	i. Outside rear view mirrors, as specified in 4.2.4.4		Yes	Physical Check
	j. Interior lighting		Yes	Physical Check
	k. P.A. System with Microphone as per 4.20.1		Yes	Physical Check
	l. R.T. Set (VHF-AM) as per 4.17		Yes	Physical Check
	m. Self-Contained Breathing Apparatus (SCBA) mounting bracket for crew members Excluding driver.		Yes	Physical Check
	n. Wind shield deluge system.		Yes	Physical Check
	o. Storage space for four Nos. of Proximity suit boxes in driver's cabin.		Yes	Physical Check
	p. DEVS as per 4.10		Yes	Physical Check
	q. Rear view camera with a monitor at the panel.		Yes	Physical Check
4.10	DRIVER'S ENHANCED VISION SYSTEM			
4.10.1	Vehicles shall be equipped with the navigation system of a driver's enhanced vision system (DEVS). The ACFT's position shall be displayed on a moving map display that shall be mounted in the cab. The vehicle's position shall be displayed with an accuracy of 2 meters, as well as the direction of travel. The map shall automatically pan and reorient itself to show the area around the vehicle.		Yes	Physical Check
4.10.2	A low visibility enhanced vision system shall be installed in the vehicle. This system shall consist of a Forward Looking Infrared (FLIR) Camera, Monitor and controlling devices, and shall provide the operator with a thermal image to provide assistance in driving under low-visibility conditions.		Yes	Physical Check
4.10.3	The FLIR shall have automatic gain and level controls and minimum Horizontal Fields of View (HFOV) and Vertical Fields of View (VFOV) of 27 degrees (± 4 degrees) and 18 degrees (± 4 degrees), respectively. The FLIR shall be permitted to be a cooled or uncooled camera but shall		Yes	Physical Check

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	be able to detect long wave (8µm to 12 µm) infrared energy and have industry standard composite (with automatic gain and level control) or digital output.			
4.10.4	The system should be able to detect people, debris, wreckage, and equipment for the distances and conditions specified in NFPA 414 or equivalent.		Yes	Physical Check
4.10.5	The installation should not obstruct driver view or hamper any other ARFFV/ACFT vehicle system including monitor operation. The system also be installed without any extensive vehicle modification and should include a dedicated vehicle voltage spikes and surges.		Yes	Physical Check
4.11	BODY			
4.11.1	The body shall be constructed of non-corrosive materials that provide the lightest weight consistent with the strength necessary for off pavement operation over rough terrain and when exposed to excess heat. The material should also be guaranteed against any sort of deterioration, deformation, ageing and corrosion for a minimum period of twelve years. The body may be of the unitized with chassis rigid structure type or it may be flexibly mounted on the vehicle chassis. It shall also include front and rear fenders or wheel wells; body panels shall be removable where necessary to provide access to the interior of the vehicle.		Yes	OEM Certification along with Supporting Documents (if any).
4.11.2	Access doors shall be provided for those areas of the interior of the vehicle, which must be frequently inspected. In particular, access doors of sufficient size and number shall be provided for access to;			
	a. Engine		Yes	Physical Check
	b. Pump		Yes	Physical Check
	c. Fluid reservoirs		Yes	Physical Check
	d. Foam proportioning system		Yes	Physical Check
	e. Battery storage		Yes	Physical Check
	f. Engine oil level indicator(dipstick)		Yes	Physical Check
4.11.3	Suitable, lighted compartments shall be provided for storage of equipment and tools to be carried on the vehicle. Compartments shall be watertight and self-draining. The compartments shall not house any other equipment and shall be free from projections. (List of equipment is enclosed in Appendix – A)		Yes	Physical Check
4.11.4	The working deck of the vehicle shall be adequately reinforced to permit the crew to perform their duties in the		Yes	Physical Check

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	turret area, water tank top fill area, foam liquid top fill area, and in other areas where access to auxiliary or installed equipment is necessary.			
4.11.5	Handrails or bulwarks shall be provided where necessary for the safety and convenience of the crew. Rails and stanchions shall be strongly braced and constructed of a material which is durable and resists corrosion.		Yes	Physical Check and OEM Certification for type of material and corrosion resistance.
4.11.6	Steps or ladders shall be provided for access to the top fill area. The lowermost step(s) may extend below the angle of approach or departure or ground clearance limits if it (they) is/are designed to swing clear. All other steps shall be rigidly constructed. All steps shall have a non-skid surface with at least 150 mm toe room. Lowermost step(s) shall be not more than 558.8 mm (22 inch) above level ground when the vehicle is fully laden. Adequate lighting shall be provided to illuminate steps and walkways including roof area of ACFT.		Yes	Physical Check
4.11.7	A heavy-duty front bumper shall be mounted on the vehicle and secured to the frame structure.		Yes	Physical Check
4.11.8	Paint finish shall be 'FIRE-RED' in colour and shall be resistant to damage from firefighting agents.		Yes	Physical Check for colour and OEM Certification along with Supporting Documents (if any) for resistant to damage from firefighting agents.
4.12	FIRE FIGHTING SYSTEMS AND AGENTS			
4.12.1	Foam concentrate shall be used as primary extinguishing agent and dry powder (Class B and Class C Type fire) as complimentary agent.		Yes	OEM Certification along with Supporting Documents (if any).
4.12.2	Foam system shall be proportioning type system and the separate foam concentrate tank shall be provided on the vehicle.		Yes	Physical Check
4.12.3	All components of foam system including liquid tank, piping fill troughs screens, valves and delivery connections shall be made of non-corrosive material.		Yes	OEM Certification along with Supporting Documents (if any).
4.12.4	Agent Pump and Drives			
4.12.4.1	The water pump shall be made up of corrosion resistant material/suitable alloy compatible with foam concentrate with stainless steel shaft suitable for use with Brackish Water		Yes	OEM Certification along with Supporting Documents (if any).

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	and shall be single or multiple stage centrifugal type, designed for dependable emergency service. The vehicles tank and the piping shall be designed to eliminate entrapment of air. The pump shall also be supported with independent automatic priming system. It shall be accessible and readily removable for repair and maintenance. Drain valves shall be provided at suitable location for draining water from the pump casing and piping.			
4.12.4.2	While discharging foam solution, the pumping system shall be capable of discharging at a rate equal to or exceeding the requirements of the roof turret (Monitor), ground sweep nozzles, hand line nozzles/ bumper turret, and under truck nozzles, discharging simultaneously at designed pressures.		Yes	Practical Demonstration
4.12.4.3	Pump shall be single / double / multistage and closed impeller type where impeller(s) is dynamically balanced to reduce end thrust. Appropriate seal shall be provided for running dry pump for minimum 01 minute without damage.		Yes	OEM Certification and Practical demonstration.
4.12.4.4	The pump shall be mid ship mounted. Pump control panel shall be located on left hand side and right-hand side of appliance in addition to that positioned in the driver's cabin.		Yes	Physical Check
4.12.5	Pump Drive			
4.12.5.1	The pump drive shall permit operation of pump and simultaneous operation of vehicle and shall not be affected by transmission ratio or clutch operation. The design of drive system shall prevent damage and minimize lurching of vehicle during simultaneous operation and shall be capable of absorbing maximum torque delivered by engine to the pump under all speeds of engine and vehicle, without causing any stalling of engine and fluctuation of pressure. A separate modules/Fuse box to avoid any malfunctioning in pump compartment to be provided.		Yes	OEM Certification along with Supporting Documents (if any).
4.12.5.2	The drive shall permit discharge at rated capacity of pump during vehicular speed from 0 kmph to a maximum of 16.1 kmph in forward and 0 kmph to a maximum of 8 kmph in rearward direction. During shifting from forward to rearward drive, the		Yes	Practical Demonstration.

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	pumping system shall maintain the pre-set discharge pressure.			
4.12.6	SUCTION AND DELIVERY CONNECTION			
4.12.6.1	The suction inlet and delivery outlets of the pump shall be fitted on the pump control panels side on both sides of the appliance.		Yes	Physical Check
4.12.6.2	The suction connection shall be provided at left side and right side of the vehicle in the control panel area at a suitable location in standard round thread of 125 mm diameter and shall be corrosion resistant. The location of suction inlet should be at lowest possible height preferably not exceeding one meter from ground level. The inlet shall be provided with Chromium plated brass blank cap.		Yes	Physical Check for location and OEM Certificate along with Supporting Documents (if any) for material type and corrosion resistant.
4.12.6.3	Delivery outlet connection (Two Numbers) shall be provided at suitable locations at both right- and left-hand sides in control panel area, in standard 63 mm female instantaneous standard couplings. The deliveries should be operable from panel board / driver's cabin.		Yes	Physical Check
4.12.7	PIPING, COUPLING AND VALVES			
4.12.7.1	All piping, couplings and valves shall be made of material, conforming to relevant international standard, to prevent corrosive and galvanic action.		Yes	OEM Certification along with Supporting Documents (if any).
4.12.7.2	All valves shall be quarter-turn-type in manual operation and shall be easy in operation and free from leakage.		Yes	OEM Certification along with Supporting Documents (if any).
4.12.7.3	All piping shall be tested for leakage at 50% above the maximum pressure developed by the pump in no flow condition.		Yes	OEM Certification along with Supporting Documents (if any).
4.12.7.4	Arrangement should be made to prevent overheating of pump at zero discharge.		Yes	OEM Certification along with Supporting Documents (if any).
4.12.7.5	A drainage system with collector tubing from the low points on pump and piping shall be provided, operable with quarter turn valve.		Yes	Physical Check
4.12.7.6	All plumbing shall be reasonably accessible for maintenance purposes. Drain cocks shall be provided where necessary and controls for these shall be readily accessible and so arranged as to prevent the cocks from being opened by vibration. The direction in which the valve/cock opens/closed		Yes	Physical Check

1	2	3	4	5
Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	shall clearly be marked near each valve/cock.			
4.13	WATER TANK			
4.13.1	Water tank shall have capacity as per 4.1.1(b). The tank outlets shall be arranged in such a way that Water tank percent of deliverable water is available as per 4.1.1(b)-2		Yes	OEM Certification along with Supporting Documents (if any).
4.13.2	The tank shall be constructed to resist all forms of deterioration that could be caused by the water and the foam concentrate while affording the structural integrity necessary for off-road operation. Tank shall be made of Glass Fiber Reinforced Polyester (GRP)/ Glass Reinforced Plastic/ Polypropylene conforming to relevant international standard with suitable longitudinal and transverse baffles to prevent surging, which shall permit easy access for internal inspection.		Yes	OEM Certification along with Supporting Documents (if any).
4.13.3	The tank shall be provided with hinged lid, a top filling hole with filter of 450 mm size and a drain hole at the bottom.		Yes	Physical Check
4.13.4	Over flow piping shall be arranged in such a way that it releases pressure on overfilling without wasting water during vehicles manoeuvres.		Yes	Physical Check
4.13.5	The water tank shall be separate from crew compartment, chassis, engine, and easily removable, and shall be mounted on chassis in a manner that the torsional strains during movement are minimum.		Yes	Physical Check for Position. OEM Certificate along with Supporting Documents (if any) for torsional strain.
4.13.6	Two external tank fill connection shall be provided both side near operating panel, in standard 63 mm instantaneous coupling, with strainers and ball valve. The filling connection inside the tank shall discharge water just below the upper plate of the water tank.		Yes	Physical Check
4.13.7	A direct filling (pump to tank using own pump) connection shall also be provided to fill the tank from open source of Supply and shall be sized so as to fill the tank at 5 bar pressure.		Yes	Physical Check
4.13.8	Arrangement for lifting the tank without damage should be provided for repair and maintenance etc.		Yes	OEM Certificate along with Supporting Documents (if any).
4.13.9	Main tank valve shall be operated from cabin as well as from control panel. In addition, manual override shall be provided for tank opening		Yes	Physical Check

1	2	3	4	5
Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	valve at side control panel. This valve shall have accessible control.			
4.14	FOAM TANK			
4.14.1	Foam concentrate tank shall have usable capacity of not less than 1300 litres or sufficient for more than two refills for water tank.		Yes	OEM Certificate along with Supporting Documents (if any).
4.14.2	Tank shall be made Glass fibre Reinforced Polyester (GRP)/ Glass Reinforced Plastic/ Polypropylene conforming to relevant international standard.		Yes	OEM Certificate along with Supporting Documents (if any).
4.14.3	The tank shall be separate and distinct from the body flexibly mounted on chassis to receive minimum torsional forces during vehicles movements and easily removable as a unit and should be suitably baffled to prevent surging. (The water and foam tank can be together with compartments or separate as per standard design of the manufacturer)		Yes	Physical Check for Position. OEM Certificate along with Supporting Documents (if any) for torsional strain and baffles.
4.14.4	The size of manhole of the tank size not less than 450 mm size and shall be used for foam concentrate filling and shall be clearly marked 'FOAM CONCENTRATE'. The tank shall be vented adequately to allow rapid and complete filling without the build-up of excessive pressure and to allow emptying of the tank at the maximum design flow rate without danger of collapse. The vent outlets shall be directed to the ground to prevent spillage of foam concentrate on vehicle components.		Yes	Physical Check for size of man hole, Marking emptying rate and direction of outlet. OEM Certificate along with Supporting Documents (if any) for 'no build-up of excessive pressure'.
4.14.5	The foam concentrate draw off tube shall be positioned in such a manner that foreign matter or sludge shall not pass into the compound lines. The draw off tube shall be fitted with gauge strainer of corrosion resistant material.		Yes	OEM Certificate along with Supporting Documents (if any).
4.14.6	Drain hole at the bottom of sump and a liquid induction connection shall be provided in the tank.		Yes	Physical Check
4.14.7	Filling hole with a trough on top shall be connected with a pipe reaching at the bottom to avoid aeration in the liquid.		Yes	Physical Check
4.14.8	FOAM FILLING			
4.14.8.1	The tank fill connection(s) shall be provided in a position where it can be reached easily from the ground to allow the pumping of foam-liquid compound into the storage tank. The connection(s) shall be provided with		Yes	Physical Check

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	strainers of 6.4 mm mesh and shall have check valves or shall be constructed so that foam is not lost from the tank when connection or disconnection is made.			
4.14.8.2	Provision of foam concentrate filling from open source at ground level by foam concentrate filling pump shall be available with independent power drive.		Yes	Practical Demonstration
4.14.9	All pipe lines shall be made of non-corrosive material and dissimilar materials that produce galvanic corrosion shall not be selected. Where plastic piping is used, it shall be fabricated from un-plasticised resins unless the plasticizer has been provided not to adversely affect the performance characteristics of foam.		Yes	OEM Certificate along with Supporting Documents (if any).
4.14.10	All foam concentrate piping shall be adequately sized to permit flow and shall be arranged to prevent water entering the foam tank.		Yes	OEM Certificate along with Supporting Documents (if any).
4.14.11	Automatic foam concentrate proportioning arrangements shall be provided with 3%, 6% and 8% induction ratio with Stepless System, for varying discharge rates and shall not require frequent calibration.		Yes	Practical Demonstration
4.14.12	FOAM PROPORTIONING SYSTEM			
4.14.12.1	The foam concentrate proportioning system shall provide a means of controlling the ratio of foam concentrate to the quantity of water in the foam solution being discharged from all orifices normally used for aircraft fire-fighting operations.		Yes	Physical Check
4.14.12.2	The proportioning system shall be sufficiently accurate to provide for the discharge of finished foam concentrate within the range specified in Standard for Evaluating Aircraft Rescue and Fire-Fighting Foam Equipment.		Yes	OEM Certificate along with Supporting Documents (if any).
4.14.12.3	Control shall be provided at suitable location to open the foam concentrate tank from cabin as well from control panel operated pneumatically with manual override. This valve shall have accessible control.		Yes	Physical Check
4.14.12.4	Calibration certificate shall be provided every year from the date of commissioning of the ARFFV/ACFT for the following:		Yes	OEM Undertaking

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	1. Foam proportionating system (3%, 6% & 8%). 2. Flow rate of all deliveries (LPM).			
4.14.13	ROOF TURRET (MONITOR)			
4.14.13.1	One power driven Roof Turret (Monitor) shall be provided on the rooftop of cabin so that it can be operated by a member of crew from within the cabin of ARFFV/ACFT. The system should be capable of being operated manually from within the cabin or rooftop in case of failure in power assisting mechanism. Where equipped with a turret (Monitor) having manual controls above the cab roof, the cab shall be designed with a quick-access passage to the turret (Monitor). The monitor should have dual flow rate i.e. 100% and 50% with a suitable selecting mechanism at the monitor control and easily operable by the operator. The size of the manual override wheel of roof turret should be adequate for easy access.		Yes	Practical Demonstration along with Supporting Documents.
4.14.13.2	Monitor shall be capable of traversing 270° horizontally and elevating not less than 45° from horizontal axis and depression of 15° to deliver foam at ground level not more than 12m ahead of the vehicle. The locking position shall be facing front side. The monitor should not lose control in case assistance is lost during the operation and should remain in operation at same position awaiting manual operation.		Yes	Practical Demonstration for Movement of turret and OEM Certificate along with Supporting Documents (if any) for compliance of not losing control in case assistance is lost.
4.14.13.3	Monitor shall be capable of discharging total rated water tank quantity in not more than two and half minute and shall have a means provided for deflative pattern of foam dispersal. The discharge rate of monitor shall not be less than 4500 L/min at maximum rated pressure with expansion ratio of minimum 1:8 by using foam concentrate.		Yes	Practical Demonstration
4.14.13.4	Range of throw shall be as per 4.1.1 (b) 3 - roof turret discharge.		Yes	Practical Demonstration
4.14.14	HAND LINES			
4.14.14.1	In addition, one first aid hose reel connection shall also be provided with ≥30 mtrs rubber hose with a pistol grip type nozzle conforming to JCDD 25 (which can be used as spray and hollow jet), with discharge		Yes	Physical Check and OEM Certificate along with Supporting Documents (if any) for JCDD 25 and discharge rate.

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	capacity of 230 L/min at operating pressure.			
4.14.14.2	Each side line shall have minimum discharge capacity of 450 L/min at 7 bar pressure on FB 10 EX branch with an expansion of not less than 8 and minimum throw of 25 mtrs when either, all foam hand lines are used simultaneously (with monitor not operating) or two of them are used in combination with monitor.		Yes	Practical Demonstration for throw. OEM Certificate along with Supporting Documents (if any) for discharge rate and FB 10 EX.
4.14.14.3	Complementary agent (Dry Powder) hand lines shall have open/close nozzle discharge rate of more than 2.5 kg/second with 7.5 mtrs range. The nozzle should be made of non-ferrous metal or stainless steel.		Yes	Practical Demonstration for throw range. OEM Certificate along with Supporting Documents (if any) for discharge rate and material.
4.14.14.4	An automatic Pressure & Flow regulator shall be provided for the side line to enable the monitor to operate at the optimum pressure to give rated capacity for delivery, throw and expansion etc while maintaining the pressure of 7 bar pressure at the side line delivery. A bypass valve operable by 90° turn of a lever shall be provided to the automatic pressure regulator to facilitate availability of higher delivery pressure and flow whenever needed.		Yes	Physical Check for Position. OEM Certificate along with Supporting Documents (if any) for compliance of maintaining 7 bar.
4.14.14.5	The monitor shall operate at the optimum rated capacity for delivery, throw and expansion etc. while operated in combination with:			
	All the ground sweep nozzles and under truck nozzles		Yes	Practical Demonstration
	Two side delivery		Yes	Practical Demonstration
4.14.14.6	ARFFV/ACFT shall have two side lines on each side, operational from cabin and panel both with manual override.		Yes	Physical Check
4.14.15	FOAM CONCENTRATE QUALITY: Turret (Monitor) and hand lines shall be capable of producing foam from foam concentrate solution in the specified ratio of 3%, 6% & 8% with Stepless System.		Yes	Practical Demonstration
4.14.16	GROUND SWEEP AND UNDER TRUCK NOZZLES			
4.14.16.1	Two Ground Sweep nozzles shall be provided at the front having performance as per 4.1.1(b)- 5&6 Optimum working pressure 6 bar. Four under truck nozzles shall be provided to protect under side of vehicles, tyres and wheels. Ground sweep/ Under truck Nozzles valve		Yes	Physical check for location of nozzles and their control. OEM Certificate along with Supporting Documents (if any) for automatic

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	shall be controlled from cabin interior within easy reach of driver and a crew member. An automatic Pressure & Flow regulator shall be provided for the ground sweep/ Under truck Nozzles to enable the monitor to operate at the optimum pressure to give rated capacity for delivery, throw and expansion etc., while maintaining the required pressure and flow for the ground sweep/Under truck nozzles.			pressure and flow regulator.
4.14.17	BUMPER TURRET			
4.14.17.1	A power-driven bumper turret shall be provided. Flow rate shall not be less than 950 L/min. The throw range shall not be less than 46 metres. An aspiration barrel and deflector shall be provided. A foam expansion of not less than 1:8 with foam concentrate shall be achieved. The monitor shall be electronically controlled by a joystick within reach from driver and co-driver.		Yes	Practical Demonstration along with Supporting Documents.
4.14.17.2	An automatic oscillating mode shall be provided, horizontal and vertical range shall be programmable. When bumper monitor is in operation simultaneously with roof monitor, roof monitor flow rate shall automatically reduce to 70% of full flow rate.		Yes	Practical Demonstration
4.15	PRIMER			
4.15.1	A suitable primer shall be provided along with pump, which shall have both automatic and manual engagement/ disengagement provisions.		Yes	Physical check
4.15.2	Primer shall be capable of priming a suction column with 7.3 mtrs lift in less than 30 second with indicator, with 125 mm suction hose diameter.		Yes	OEM Certificate along with Supporting Documents (if any).
4.16	LIGHTS AND ELECTRICAL SYSTEM			
4.16.1	Following electrical gadgets shall be provided:			
	a. Siren of ≥ 95 decibel sound output at 100 feet ahead and not less than 90 decibels at 90 degree either side at a distance of 100 feet, siren shall be mounted on cabin roof top and shall be fully protected from foam spills, rain water, dust and any damage due to monitor rotation.		Yes	OEM Certificate along with Supporting Documents (if any).
	b. A flashing red and revolving blue beacon on cab roof top		Yes	Physical Check
	c. An Air horn		Yes	Physical Check
	d. Headlights with selective pattern for High beam light		Yes	Physical Check
	e. Dual tail lights and stop lights		Yes	Physical Check

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	f. Signal lights for turning at four corners of vehicles with visual and audible signals.		Yes	Physical Check
	g. Spot light of suitable size, at both ends of windshield glass, hand adjustable.		Yes	Physical Check
	h. Adequate reflector and markers to indicate overall dimensions of vehicle.		Yes	Physical Check
	i. One reverse light with audible warning at the rear of vehicle.		Yes	Physical Check
	j. Panel lights, top deck light, cabin lights, engine compartment lights, tools and equipment compartment lights, shall also be provided.		Yes	Physical Check
	k. Two inspection lamps shall also be provided and provision of additional connection to use these lamps shall be made in various compartments.		Yes	Physical Check
	l. Two fog lamps. These shall be low mounted in front of the appliance.		Yes	Physical Check
	m. Equipment storage compartment lights shall glow on opening of the door/shutter, even when the ignition switch is turned off.		Yes	Physical Check
4.16.2	All appropriate lights and gadgets detailed above shall be operable from driver's cabin.		Yes	Physical Check
4.16.3	Visual indication for different functions of engine, P.T.O. pump, and pneumatic circuits by means of lamps in driver's cabin shall be preferred with provision of extra electro-magnetic switch or over flow modules.		Yes	Physical Check
4.17	RADIO TELEPHONE (R.T.)			
4.17.1	One VHF Radio telephone operable on frequency range between 118 to 136 MHz- AM (Amplitude Modulation) synthesized at the airport SMC frequency and another operable on Frequency Modulation (FM) with a range between 136 to 174 MHz-FM. These will be a self-contained transmitting/receiving set, with Transmitting power of approximately 5 watts unmodulated and intrinsically safe. The equipment shall be suitable for use in all-weather condition and shall be provided at suitable location in cabin. It should be operable at 12V/ 24V Power Supply System of ARFFV/ACFT and should be made of waterproof construction. The RT set should also have an adjustable head set in addition to the speakers. Sockets for connecting the headset		Yes	OEM Certificate along with Supporting Documents (if any) for technical parameters. Physical Check for quantity.

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	to the R T Set should be provided at the mid-ship panel. The set shall be suitably mounted to resist vehicles vibration and suppress engine noise or any other vehicular electromagnetic induction.			
4.17.2	Adequate spares for 12 years and service/repair and spares manual along with circuit diagrams should be provided. All manuals and diagrams should be in English language with standardized international symbols.		Yes	Undertaking from ARFFV/ ACFTs Manufacturers
4.17.3	The system protection fuse shall be located in an easily accessible location for quick replacement.		Yes	Physical Check
4.18	DRY CHEMICAL SYSTEM			
4.18.1	One unit of 250 kg dry chemical powder (foam compatible) shall be provided, using dry nitrogen as propellant gas so as to achieve performance as specified in 4.1.1 (b). The dry chemical container shall be constructed in accordance with the ASME Boiler and Pressure Vessel Code, Section 8, or equivalent, and shall be so stamped.		Yes	OEM Certificate along with Supporting Documents (if any) for Compliance to ASME Boiler and Pressure Vessel Code).
4.18.2	All piping and fittings shall conform to the appropriate ASME, or equivalent, code and shall be designed to withstand the working pressure of the system. The design of the piping and valves shall provide the desired flow of gas into the system and the minimum amount of restriction from the chemical container(s) to the hose connection. Where more than one hose line is provided, piping and fittings shall be sized and designed so that there is equal flow to each line, regardless of the number of lines placed in operation.		Yes	OEM Certificate along with Supporting Documents (if any).
4.18.3	Nitrogen cylinders shall be certified from Department of Explosive (Government of India) and shall have universal filling connections. The cylinder shall be manufactured in the year of delivery and have clearance from Explosive Department, Nagpur (India) for re-filling, storing and operation. One additional Standby Nitrogen Cylinder of same capacity with fittings to be provided along with each ARFFVs/ACFTs.		Yes	Certificate from Department of Explosives (Govt. of India). OEM Certificate along with Supporting Documents (if any) for other technical Parameters.
4.18.4	Provisions shall be made for purging all piping and hose of dry chemical after use without discharging the dry chemical remaining in the dry		Yes	Practical Demonstration.

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	chemical container(s). Provisions also shall be made for the depressurization of the dry chemical container(s) without the loss of the remainder of the dry chemical. A pressure gauge shall be provided that indicates the internal pressure of the agent storage container(s) at all times.			
4.18.5	A means of pressure release in situation of over pressure shall be provided with filling opening and suitable tight-fitting cap.		Yes	OEM Certificate along with Supporting Documents (if any)
4.19	OTHER EQUIPMENT			
4.19.1	Public Address (P.A.) equipment, battery operated, with wireless and cable connected microphone fitted in the cabin and loudspeaker fitted on the rooftop of cabin capable of being operated from cabin. PA system receiver should have a provision to connect one wireless microphone and one microphone with cable connection. The wireless microphone shall be of FM (Frequency Modulation) with a range of minimum 100 Metres. All PA system receivers shall be tuned to the frequency of wireless microphone.		Yes	Physical Check.
4.19.2	A separate battery charger is to be provided. There should be adequate space for battery charger and polarity of line.		Yes	Physical Check
4.19.3	Instruction book, spare parts catalogue and repair manual.		Yes	Physical Check
4.19.4	All tools and accessories/equipment as per Appendix-A		Yes	
4.19.5	Event (Electronic) Data Recorder: The vehicle should have a real time event (electronic) data recorder to record the performance parameters like vehicle speed, gear position, PTO on/off, engine temperature, engine RPM etc. The recorder shall be tamper proof with provision for data transfer to PC with suitable software for data interpretation. In addition, the ARFFV / ACFT engine should have Engine Informative System (EIS) so as to obtain data about various parameters of the engine such as maintenance schedules, service alerts, performance alerts, errors etc. and history sheet of maintenance.		Yes	Physical Check and OEM Certificate along with Supporting Documents (if any).
4.19.6	Surveillance Closed Circuit Television (SCCTV) system to be		Yes	Practical Demonstration and

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	<p>provided on each CFT for viewing and recording around CFT during operation.</p> <p>Scope of work: Supply, installation, Testing & commissioning of SCCTV system at each CFT. System shall consist of 7 nos. of high resolution rugged fixed camera, one Mobile Network Video Recorder, Industrial display and other required accessories. 6 cameras shall be installed at outside on the CFT to have 360-degree view and one camera shall be installed inside the driver cabin. NVR shall record and provide live view of all cameras. Scope of work also include the data & power cabling, provision of suitable mounts for all equipment and proper installation of all items as per industry standard.</p> <p>Technical specification.</p> <ol style="list-style-type: none"> Camera: <ul style="list-style-type: none"> Resolution: 4 Mega Pixel or above Angular Field of View- H: 100°/ V: 73°/ D: 129° or better Frame rate: Minimum 2 stream simultaneous at 2 MP of 25fps with compression of H.265 or better. IR viewable length- 30m (98.42ft) or better Wide Dynamic Range: 120dB or better Edge Storage Micro SD: 1 slot with support upto 256GB or better Power: PoE. Protocol: All standard protocols. Weatherproof standard: IP66, IK10 or better. Feature: Electronic Image Stabilization & Shock detection Operating temperature: minimum requirement: – 10°C to +50°C. To be supplied with suitable vehicle mount and with all required accessories, cables etc. Mobile NVR (Network Video Recorder): 			Technical datasheet along with Supporting Documents (if any).

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	<ul style="list-style-type: none"> Nos. of Channel: 08 nos. on PoE or more Operating system: Linux Simultaneous playback: 8 Channels. Recording resolution: Mega pixel or better Video compression: H.265 or better Hard Disk Capacity: Total 2TB SATA/SSD or more Interface: RJ45 Protocol: All standard protocol Wireless: WiFi GPS: Support 3G/4G: Support User interface: Front panel: 2 x USB 2.0, Rear panel: 1 x USB 2.0, 1 TV(HDMI/VGA) Output and other required ports. Operating temperature: minimum requirement: – 10°C to +50°C. To be supplied with suitable vehicle mount and with all required accessories, WiFi & GPS antennas and cables etc. <p>3. Industrial LCD Display Monitor:</p> <ul style="list-style-type: none"> Colour LCD flat panel monitor specifically designed for industrial applications. Viewable Size image: 19" or more Anti-glare protective screen IP65 ingress rating at the front surface Video Ports - VGA & HDMI 12/24 VDC power input Resolution: 1280 x 1024 Contrast Ratio- 700:1 or better Brightness (CD/m²): 350 or better Viewing Angle: 85°/85° (H), 80°/80° (V) Supports panel or VESA arm mounting Operating temperature: minimum requirement: – 10°C to +50°C. To be supplied with suitable mount for installing inside 			

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	CFT driver cabin and with all required cables & accessories etc.			
4.20	Factory Acceptance Test – as per Annexure - V		Yes	As per NFPA-414
4.21	MANUFACTURE CERTIFICATE AND GUARANTEE			
4.21.1	Manufacturer shall provide a certificate for the appliances conforming to all specifications.		Yes	On Company's letter head duly signed by authorized person.
4.21.2	A guarantee shall be furnished by manufacturer for a period of 24 months for material workmanship and smooth functioning of vehicles from the date of commissioning at consignee's place.		Yes	OEM Certificate along with Supporting Documents (if any).
4.21.3	The manufacturer shall provide maintenance services as recommended by OEM for total period of Ten years including two years of defect liability period. All the charges in respect of maintenance / repair service shall be covered under Para 2.12.1 of SECTION-C1.		Yes	OEM Certificate along with Supporting Documents (if any).
4.21.4	The manufacturer shall be responsible for replacing any parts, which may become unserviceable due to the use of defective and sub-standard materials and bad workmanship during the period of defect liability free of all charges.		Yes	OEM Certificate along with Supporting Documents (if any).
4.22	MARKINGS			
	Following markings shall be made on the body of the vehicles:			
	a. Manufacturer's name and trade mark		Yes	Physical Check
	b. "Aircraft Rescue and Fire Fighting Services".		Yes	Physical Check
	c. Year of manufacture		Yes	Physical Check
	d. Engine and Chassis numbers		Yes	Physical Check
	e. AAI Emblem		Yes	Physical Check
	f. Job or Serial No.		Yes	Physical Check
	g. Capacity of pump, water tank, foam tank		Yes	Physical Check
	h. Pump serial number		Yes	Physical Check
	i. Chassis supplier name and country of origin		Yes	Physical Check
	j. Luminous strips to be provided at the rear and both sides of the vehicle		Yes	Physical Check
	k. भारतीय विमानपत्तन प्राधिकरण Airports Authority of India		Yes	Physical Check
4.23	PRODUCT SUPPORT			
	Manufacturer shall ensure:			
	a. Availability and Supply of spares at very short notice, for at least 10		Yes	Undertaking on Letter head

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	years, after expiry of defect liability period.			
	b. Induction Training for selected staff at consignee place or mutually agreed place at supplier's cost.		Yes	Undertaking on Letter head
	c. Any other Technical helps that may be required at the time of Induction.		Yes	Undertaking on Letter head
	d. After sales service.		Yes	Undertaking on Letter head
	e. One set of workshop major repair and maintenance tools (Standard tools as recommended by OEM) required for ACFT / ARFFV shall be supplied for each consignee.		Yes	Undertaking on Letter head
4.24	MANUALS: The following literature/manuals along with soft copy shall be provided (one set with each equipment/ARFFV/ACFT). In addition, 10 sets of literature are to be provided for inspection and training purpose. All manuals should be in English language:		Yes	
	a. OPERATIONAL MANUAL: This manual should contain technical description of the equipment with lay out drawings, illustration and performance capabilities with instruction to user for commissioning the equipment for use, and use operation with limitations and precautions to be observed normal maintenance and field repairs, lubrication schedule with grades of lubricants to be used, fault finding guide, storage instructions and warning plates against possible wrong use.		Yes	Undertaking on Letter head
	b. PARTS MANNUAL: This manual shall contain fully exploded and illustrated details of the entire Chassis, superstructure and all carried sub-assemblies, suitably grouped for easy identification of each and separately demandable spare for replacement as required, will include details of brought out items with part numbers of source of Supply.		Yes	Undertaking on Letter head
	c. WORKSHOP REPAIRS MANNUAL: The manual shall contain fully illustrated instructions on repair and overhaul of all items supplied against this specification including proprietary items fitted/supplied with details of fitment tolerances, special tools to be used, procedure for dismantling major assemblies.		Yes	Undertaking on Letter head

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Para No.	Technical Specification	Parameter	Statement of Compliance	Methodology for Inspection
	d. DRAWINGS: A complete set of general arrangement drawings showing layout of equipment, piping and fluid flow controls, electrical and structural design shall be submitted along with the ARFFV/ACFT.		Yes	Undertaking on Letter head
	e. PRICE LIST: Price list for complete range of spares/components for Chassis and Superstructure with current price list for future requirement on FOB basis for imported spares and Ex-factory for indigenous spares as the case may be.		Yes	Undertaking on Letter head
4.25	ITEMS SUPPLIED IN INDIA/WORKS OF SUPPLIER: Items required as per Appendix-A under category A-Items supplied in India shall be conforming to Bureau of Indian Standards (BIS) wherever the standards exist or from works of supplier. All other equipment and accessories forming part of superstructure fabrication shall be provided at the place of fabrication.		Yes	Undertaking on Letter head
4.26	MANUAL OVERDRIVE FOR POWER ASSISTED OPERATION: All power assisted controls and operation should have suitable manual operation to ensure the operation in case of any failure in the power assisting mechanism. Such arrangements shall be easily accessible to the operator facilitating quick changeover.		Yes	OEM Certificate along with Supporting Documents (if any).
4.27	Spare Wheel/Stepney-01 No.		Yes	Physical check.

Note:

The firm should have adequate infrastructure, equipment and tools for practically demonstrating the technical Specifications as mentioned above.

Appendix-A

Following Vehicle mounted Equipment's are to be supplied along with the ACFTs in properly stored Lockers with designated places and appropriate Quick-release Clippings:

Sl. No.	Equipment for Rescue Operation	Quantity	Appendix/ Standard	Statement of Compliance
A.	ITEMS TO BE SUPPLIED FROM INDIA/ WORKS OF SUPPLIER			
1.*	Aluminium Extension Ladder, 13.5M Length (Approx.)	1 No.	Appendix-I /NFPA/ Equivalent applicable Standard/ Provided the Ladder is housed within the Vehicle.	Yes
2.	Universal Branch Pipe (Diffuser Branch), 63 mm Male Instantaneous Inlet, Gunmetal Material.	1 No.	Technical data sheet with IS:2871/ Equivalent applicable standard	
3.	Standard Branch Pipe with 19 mm Nozzle, 63 mm Male Instantaneous Inlet, Gunmetal Material.	2 Nos.	Technical data sheet with IS:903/ Equivalent applicable standard	
4.	Nozzles for Standard Branch Sizes: (a) 12 mm (b) 20 mm	1 No. each	Technical data sheet with Standard IS:903/ Equivalent applicable Standard	
5.	Nozzle Spanner, Material Steel.	1 No.	Technical data sheet with IS:903/ Equivalent applicable standard	
6.	Foam Making Branch, FB 5X type with Pick-up Tube.	2 Nos.	Technical data sheet with IS:2097/ Equivalent applicable standard	
7.	Foam Making Branch, FB 10X type with Pick-up Tube.	2 Nos.	Technical data sheet with IS:2097/ Equivalent applicable standard	
8.	Portable LED Emergency Light with Accessories	1 No.	Appendix-II	
9.	Safety Goggles	4 Pairs	Appendix-III	
10.	Reusable Ear Plug	25 Pairs	Appendix-IV	
11.	Chocks	1 Pair	Appendix-V	
12. #	Suction Hose for Pump complete with Round thread Gunmetal Couplings, 2.5 Meter	4 Lengths	Technical data sheet with IS:2410/ Equivalent applicable standard	
13.	Suction Strainer for Pump, Gunmetal	1 No.	Technical data sheet with IS:907/ Equivalent applicable standard	
14.	Suction wrench for 125 mm suction hose coupling	2 Nos.	Technical data sheet with IS:4643/ Equivalent applicable standard	
15.	Suction adopter GM 125 mm female x 63 mm male with lugs.	1 No.	Technical data sheet with IS/ Equivalent applicable standard	
16.	20 Ton capacity Hydraulic Jack with tyre lever, handle and Wheel spanner.	1 Set	Technical data sheet with IS /Equivalent applicable standard	
17.	Branch with revolving head, GM 63 mm	1 No.	Technical data sheet with IS:906/ Equivalent applicable standard	
18.	RRL Hose Type "B" 63 mm dia & 30 meters length	4 Nos.	Technical data sheet with IS:903/ Equivalent applicable standard	
19.	Fireman Axe with belt & pouch.	3 Nos.	Technical data sheet with EN/Equivalent	
20.	Hydraulic Spreader & Cutter with Pump & Accessories	1 No.	Appendix/Standard: Appendix-VI/NFPA 1936/EN13204/Equivalent Applicable Standard	
21.	Power Driven Circular Saw with Accessories.	1 No.	Appendix-VII/NFPA	

Sl. No.	Equipment for Rescue Operation	Quantity	Appendix/ Standard	Statement of Compliance
22.	Pneumatic Lifting Airbag with Accessories	1 No.	Appendix-VIII/ NFPA	
23.	Zero-torque Nozzle with Hand-Control, 63 mm Male Instantaneous Inlet, Discharge 750 LPM @ 7 Bar Pr.	1 No.	Appendix-IX	
24.	Seat Belt/Harness Cutting Tool	3 Nos.	Technical data sheet with Reputed Make	
25.	Gloves, Fire Resistant with Anti-skid Palm`	8 Nos.	Technical data sheet with EN/Equivalent	
26.	Fog/Jet Nozzle with Hand-Control, 63 mm Male Instantaneous Inlet, Discharge 750 LPM @ 7 Bar Pr.	1 No.	Technical data sheet with NFPA1964/Equivalent	
27.	Penetrating /Pinch ring Nozzle with 63 mm Male Instantaneous Inlet, Stainless Steel Material.	1 No.	Technical data sheet with NFPA1964/Equivalent	
28.	Quick Release knife with pouch to be worn with fireman's belt.	5 Nos.	Technical data sheet with Reputed Make	
29.	Hand Held Forcible Entry Tool Kit (1 no.)	1 No.	Appendix-X	
30.	Hand line Nozzle with selectable flow, pistol grip and shut-off with double stops.	1 No.	Technical data sheet with NFPA1964/Equivalent	

* To be stowed at the top of the vehicle with gallows. Rollers are to be provided for single man mounting / dismounting of ladder.

To be stowed at the hose tunnels provided at the top of the vehicle.

• Test Certificates in respect of equipment's mentioned in Appendix - A shall be submitted for Technical evaluation for clearance for manufacturing of ACFTs/ ARFFVs before offer of Factory Acceptance Test (FAT) / Pre- dispatch Inspection as stated in **Para 2.28.1.1** of SECTION-B.

S. No.	Equipment for Rescue Operation	Quantity	Statement of Compliance
B.	SPARE LOCKERS HAVING DESIGNATED PLACE AND APPROPRIATE QUICK-RELEASE CLIPPING ARE TO BE PROVIDED FOR THE FOLLOWING EQUIPEMNT SUPPLIED WITH THE ACFT:		
1.	Adjustable Wrench	1 No.	Yes
2.	Axe, Rescue, Large, Non-wedge Type	2 Nos.	
3.	Axe, Rescue, Small, Non-wedge Type	2 Nos.	
4.	Cutter Bolt, 61cm	1 No.	
5.	Crowbar, 95cm	1 No.	
6.	Chisel, Cold, 2.5cm	1 No.	
7.	Sledge Hammer, 1.8kg	1 No.	
8.	Hook, Grab or Salving	3 Nos.	
9.	Blanket, Fire Resisting	3 Nos.	
10.	Short Rope Line, 15M length, 50mm Circumference, Hemp/manila	3 Nos.	
11.	Long Rope Line, 30M length, 50mm Circumference, Hemp/manila	3 Nos.	
12.	Piers, 17.8cm, Side-cutting	1 No.	
13.	Piers, Slip joint, 25cm	1 No.	
14.	Screwdrivers, Assorted (Set)	1 No.	

S. No.	Equipment for Rescue Operation	Quantity	Statement of Compliance
15.	Snipers, Tin	1 No.	
16.	Collecting Breeching, 63 mm Instantaneous Gunmetal	1 No.	
17.	Medical First-aid Kit	1 No.	
18.	Non-percolating Firefighting Delivery Hose, Synthetic Jacketed with Elastomeric Outer Covering, 63mm Instantaneous couplings, 30M Length	8 Nos.	
19.	Hose Bandages	12 Nos.	
20.	Hose Clamps	6 Nos.	
21.	Dividing Breeching, 63 mm Instantaneous Gunmetal	1 No.	
22.	Insulated Pliers with Rubber Gloves Pairs Tested to 20 KV	1 No.	
23.	Cropper Bolt (1 no.)	1 No.	
24.	Kinetic Cutter	1 No.	
25.	Hack Saw, 300mm x 12.5 mm x 0.63 mm approx. Size of Blades with 6 nos. of Spares Blade	1 No.	
26.	Crow Bar, 6' Length, 25mm Diameter	1 No.	
27.	Axe, Drift & Rescue	1 No.	
28.	Double Female Coupling	2 Nos.	
29.	Double Male Coupling	2 Nos.	
30.	Space for Emergency Inflatable Lighting Tower with Electric Generator of 3.5 BHP (4-stroke Petrol driven) & Alternator of 1.2 KVA (Synthetic Illuminating Tube)	1 No.	
31.	Adapter 63 mm male to 38 mm female GM	2 Nos.	
32.	Adapter 63 mm female to 63 mm female GM	2 Nos.	
33.	Cross lays for storing delivery hoses diameter 63 mm-30 mtrs. length on the ARFFV/ACFT	4 Nos.	
34.	Stepney (spare wheel)	1 No.	

TECHNICAL SPECIFICATIONS FOR ALUMINIUM EXTENSION LADDER 13.5 METRES LENGTH**Offered Make & Model..... (To be filled by Bidder)**

Para No.	Technical Specifications	Statement of Compliance	Methodology for Inspection
1.	GENERAL		
	The ladder shall be made with a view to combine lightness with strength and durability; all metal parts must be either corrosion resistant. When fully extended the ladder shall be 13.5 Meters (Approx.) long overall and so constructed that it is reasonably rigid, strong and free from sway when pitched against the wall with the base of the ladder at 6 feet 6 inches/2.5 Meters from it and two or three men are ascending the ladder at speed or one or two men is carrying another while descending the ladder.	Yes	OEM's Certificate, Physical Check and Practical Demonstration
2.	MATERIALS		
2.1	String & Rounds		
	The choice of the materials to be used in the construction of the ladder shall be such that it is made with a view to combine lightness with strength and durability, aluminium alloy strings and rounds used in the ladder must be light in weight, rust proof, fire proof & rot proof. All metal parts either shall be treated to resist corrosion or must be corrosion resistant; stainless steel component shall not be less than 316 qualities.	Yes	
2.2	Rope		
	Rope fitted for extending & lowering the ladder to be manufactured from polyamide and multifilament hawser laid yarn twisted together with Z twist, the number of ropes yarn and strands shall not be more than three. The strands must be continuous with splice. The finished rope shall be flexible, well laid and free from defects in yarn, strands and finish, the breaking load of the rope shall not be less than 2200 kg.	Yes	
2.3	Pawl		
	The locking pawls shall be made from aluminium alloy chilled casting to make material of solid strength for rigid use. Special steel springs shall be fitted to manage materials of 3 mm thickness of H-1 sheets and length of the boxes shall extend on the round so that there is no gap between strings & pawl. Width of pawl shall be as short as possible so that it does not cause obstruction.	Yes	
2.4	HEEL & HEAD CAP		
	The heels of the stiles or strings of the lower Section must be fitted with rubber feet to avoid slipping and these rubber feet shall have shearing hardness of 80. Head cap on extension portion shall cover up to top one round.	Yes	
2.5	Bushes		
	Bushes used in the friction parts shall be made from extruded gun-metal rods only, outer part of the bushes shall be made from extruded corrosion resistant bar rod to guide the polyamide line, aluminium round head rivets shall be used for the construction of the ladder units, no flat head rivets to be used for the construction of the ladder, head wheels of fiber shall be fitted at the top of the ladder to avoid friction or damage while extending or lowering the ladder, the method of fixing the head wheels shall be with single rod to hold the same while in rescue operations.	Yes	
3.	CONSTRUCTION		
3.1	The truss construction using aircraft industry technique of riveting combines with the high tensile aluminium extrusions to give strength rigidity and light in weight aspects, the rounds are square Sections at attachment points to strings, to prevent turning and the tread	Yes	

Para No.	Technical Specifications	Statement of Compliance	Methodology for Inspection
	surface is ribbed to give excellent non-slip properties, the guides form an integral part of the stiles.		
3.2	Dual action long and short pawls are fitted to ensure negative actions, the top Section is extended by a line with rot proof and non-hardening features for ease of handling, wheels assembly fitted to the head to facilitate easy running against uneven wall surfaces, footing spigots must be fitted for slip proof on smooth surfaces. Rungs to be fitted by one pin punch clip rivet system to strengthen the structure and not any other method, sides of the ladder to be fully packed from outside to avoid weakening and to improve the strength and stability of the product structure.	Yes	
4.	DESCRIPTION		
4.1	The ladder shall consist of two/ three Sections, one main and one/ two extending Sections the width of the narrowest Section being more than 16 inches, the strings shall be of built-up constructions with trussing.	Yes	
4.2	All the hollow Sections shall be reinforced with bulbs made of aluminium to be fitted from the outside for further strengthen the structure for rigid use of the ladder, the design of the ladder be such that it ensures easy sliding of the extending Section without excessive clearance in the guidelines, no lubricants shall be used for extension or sliding of the ladder Sections, accurate safety aluminium bar fitments to be provided in the ladder, the extending Section shall be guided throughout the full range of extension in such a manner that it cannot separate, no plastic or other fitments to be fitted for preventing over extension/ depression of the ladder.	Yes	
4.3	The ladder shall be capable of being fully extended by two men by means for effortless lifting and lowering the ladder.	Yes	
4.4	The rope shall be of 12 mm dia./ 36 mm circumference to provide a convenient grip and shall be reasonably flexible when wet; the end of the rope shall be attached to the bottom of the main Section so as to leave the minimum amount of slack when the ladder is fully housed.	Yes	
4.5	Interlocking shall be fitted to avoid accidents while in use, automatic locking device in a set of two shall be fitted to hold the ladder in any position of extension. The two Sections shall coincide with each other so perfectly so that they engage automatically, release being affected by still further extending the Sections before lowering the pawls. Both Sections are set for engagement with one another until they are rested and trip to clear immediately.	Yes	
4.6	As per Manufacturer Design & guidelines suitable in case of firefighting tender.	Yes	
4.7	Special aluminium rectangular bar locks to be fitted to the integral parts of the ladder for safety and security to avoid accidents, which forms a safety device, similar bar strings are to be fitted to the base of the ladder for better rigidity and support.	Yes	
4.8	Weight of the ladder shall be as light as possible and its weight shall not exceed 88 kgs.	Yes	
5.	OTHER DIMENSIONS		
	a) Extended length - 13.5 metres/45 feet (Approx.)	Yes	
	b) Closed length – 5.80 metres/19 feet (Approx.)		
	c) Overall width – 650mm/26inch (Approx.)		
	d) Weight – ≤88 kilograms without jack		
	e) Steps spacing	Yes	As per Manufacturer Design & guidelines suitable in case of ARFFV / ACFT
	f) Number of steps in each Section		
	g) Number of steps in full ladder		
	h) Number of overlapping rounds		

Para No.	Technical Specifications	Statement of Compliance	Methodology for Inspection
	<div>i) Overall height of ladder</div> <div>j) Height distance between rungs</div>		
6.	WORKMANSHIP & FINISH		
	It is essential that the standard of workmanship and finish be good and any surface of the ladder shall not be buffed as it will reflect light and thus cause difficulty in fire and rescue operations. Flat head rivet construction shall not be accepted in any case and no cracked or bend Section to be used for manufacturing of the ladders.	Yes	
7.	ACCEPTANCE TESTS		
	The acceptance tests to which the ladder shall be subjected to are given below, these tests shall be carried out at the manufacturer's work, all the equipment's required shall be arranged by the Supplier.	Yes	
7.1	Deflection Test The fully extended ladder shall be placed across trestles positioned at 50 cm from each end, on a 30 cm wide board placed across the trestles/strings at the centre of the span load of 38 kilograms shall be applied and be allowed to remain there for not less than a minute and then be removed, A load of 76 kilograms is then to be gradually applied and the deflection due to this load shall not exceed 4 inches (100 mm) from the Original position, the load shall then be gradually increased to 114 kilograms and the additional deflection shall not exceed 50% of that obtained for 76 Kg. load. There shall be no sign of stress in any part of the ladder which when the load is removed and shall return to a position not lower than that taken after removal of 38 kilograms load, i.e. show no sign of permanent set.	Yes	
7.2	Round Set (1) The fully extended ladder placed across the trestles horizontally with support, two man weighting 150 kilograms shall walk over the rounds, no sign of failure shall be apparent on the rounds or its junction with the strings during this test.	Yes	
7.3	Round Test (2) The fully extended ladder shall be placed vertically and two man weighting 150 kilograms shall jump on rounds from the round above, no sign of failure must be apparent on the rounds or its junction with the strings during this test.	Yes	
7.4	Round Test (3) With the feet of the ladder at a distance of 6'-feet from the wall the ladder shall be fully extended and its head rested against the wall, a load of 320 kilograms shall then be gradually applied to the middle of one round in each Section by means of metal hook having a bearing surface of 5 cm wide and suitably lined to prevent brushing of the round, no sign of failure must be apparent either on the round or at its junction with the strings during this test.	Yes	
7.5	Side Test After completion of the deflection test, the ladder still resting on the two trestles it is to be turned trough 90 degree on to one. In this position, the deflection of the ladder under its own weight is to be measured from the centre of the round at the point of maximum deflection to a line drawn between the centre of the top and bottom rounds of the ladder. The deflection shall not exceed 3 inches, the ladder is then to be turned over and tested on the other side.	Yes	
7.6	Swing Test When pitched against a wall with the base of the ladder at 6 feet, one man weighting 75 kilograms to ascend the ladder and descend the same the ladder shall not bend or weaken after the test and shall show no sign of failure at the rounds or its junction with the strings.	Yes	

Para No.	Technical Specifications	Statement of Compliance	Methodology for Inspection
7.7	Extension Test The ladder shall be capable of being fully extended by two men by a line on the main Section to the required length; the ladder shall also be not over extended.	Yes	
8.	DRAWING The general schematic drawing and catalogue must be submitted before prototype test of successful bidder.	Yes	
9.	MARKINGS Each extension ladder shall be clearly and permanently marked with the following information. a. Manufacturer's name or trademark, if any. b. The size of the ladder. c. The serial No. of the ladder & year of manufacturer. d. EN/CE/NFPA/BIS/ equivalent.	Yes	
10.	TEST CERTIFICATE Aluminium materials, fitments, Rope & S. S. materials test reports to be provided on inspection of the ladders.	Yes	
11.	GANTRY These are the gallows for mounting the product on the Crash Fire Tender, which is to be provided with the ladder.	Yes	
12.	DEVIATIONS No deviations will be accepted from the above or no changes to be allowed as this is an important lifesaving and fire rescue device.	Yes	

TECHNICAL SPECIFICATIONS OF PORTABLE LED EMERGENCY LIGHT WITH ACCESSORIES

Offered Make & Model..... (To be filled by Bidder)

Para No.	Technical Specification	Statement of Compliance	Methodology for Inspection
1.	GENERAL		OEM's Certificate, Physical Check and Practical Demonstration
	It shall be an all-weather lighting system for the purpose of use in inspection, maintenance or surveillance of an equipment or small area.	Yes	
2.	DESIGN		
2.1	High Flux LED light source providing clear white light.	Yes	
2.2	It shall have 360-degree swivel light head with a telescopic tower. Light Head shall be detachable for mobility.		
2.3	Battery status indicator shall be provided on the Body and giving "LOW" Battery warning with reserve time of at least 10 minutes.		
2.4	It shall have a port for recharging laptop or other such portable devices.		
3.	PERFORMANCE REQUIREMENT		
3.1	It shall have low and high brightness setting with capable of 8 hrs. of continuous operation on high brightness setting.	Yes	
3.2	It shall have the following Lumens Values: a. High Brightness:2000 b. Low Brightness:1000		
4.	CONSTRUCTION AND MATERIAL		
4.1	It must be made of flame-retardant material and shall have low operating temperature.	Yes	
4.2	It shall also be shock resistant.		
5.	BATTERY TYPE		
5.1	12V Rechargeable Sealed Lead-acid type of reputed branded having life of 500 cycles or more.	Yes	
5.2	Battery charging time shall not be more than 8 hrs. on full discharge.		
5.3	The unit shall be provided with 12V/24V vehicle charger.		
6.	WEIGHT & DIMENSIONS		
	Total weight shall not exceed 12 kgs and dimensions shall be as compact as possible.	Yes	
7.	OPERATIONAL AND MAINTENANCE MANUAL		
	The bidder should Supply operation and maintenance manual with each set in English language.	Yes	
8.	CERTIFICATION		
	The unit shall have CE or equivalent certification.	Yes	

TECHNICAL SPECIFICATIONS FOR SAFETY GOGGLES

Offered Make & Model..... (To be filled by Bidder)

S. No.	ITEM	DESCRIPTION	Statement of Compliance	Methodology for Inspection
1.	Application	Safety goggles shall primarily provide optimum vision in indoor and outdoor applications and protection against impact & optical radiation by reducing glare and bright light.	Yes	OEM's Certificate, Physical Check and Practical Demonstration
2.	Lens Quality & Material	a. It shall have clear dual-aspheric plan polycarbonate lenses with prescription-quality clarity. b. Lenses shall provide 99.99% U.V. protection, excellent sharpness and contrast.	Yes	
3.	Lens Coating	Lens shall have coatings to provide properties of anti-fog, anti-scratch, anti-chemical and anti-static.	Yes	
4.	Frame Design & Construction	a. It shall have a lightweight a dual-injected moulded frame. b. It shall have the facility to change the lens as and when required by keeping the same frame.	Yes	
5.	Safety & Ergonomics	a. Dual-injected cushion brow guard and universal fit nose-bridge pivots. b. It shall have a wrap-around design for superior orbital eye socket coverage. c. There shall be ventilation channel that helps prevent fog and heat by channelling warm/moist air out and cool air in for added comfort. d. It shall have adjustable temple lengths to help wearers get the best possible comfort and slip-proof fit. e. It shall have a pantoscopic lens adjustment to move lens up and down on the face for optimum fit and sightline.	Yes	
6.	Packing	It shall be supplied with a lanyard and a storage bag.	Yes	
7.	Certification	The eyewear shall be approved to ANSI Z87.1/EN or equivalent.	Yes	

TECHNICAL SPECIFICATIONS FOR REUSABLE EAR PLUG

Offered Make & Model..... (To be filled by Bidder)

S. No.	ITEM	DESCRIPTION	Statement of Compliance	Methodology for Inspection
1.	Design & Construction	It shall be of pre-moulded, 3-flanged design. It shall be washable to promote work hygiene.	Yes	OEM's Certificate, Physical Check and Practical Demonstration
2.	Ergonomic	It shall be comfortable fitted to wide variety of ear canal sizes and there shall not be any touching of plug portion during insertion.	Yes	
3.	Packing	Each pair shall be supplied with a breakaway cord. The packing shall be a convenient carrying case to keep plugs clean when not in use.	Yes	
4.	Attenuation	It shall have a Mean Attenuation of NRR 25 db and SNR of 32 db measured as per ANSI S3.19/ EN or equivalent.	Yes	

TECHNICAL SPECIFICATIONS FOR CHOCKS

Offered Make & Model..... (To be filled by Bidder)

S. No.	ITEM	DESCRIPTION	Statement of Compliance	Methodology for Inspection
1.	Size	15" (Approx.)	Yes	OEM's Certificate, Physical Check and Practical Demonstration
2.	Material	Polyethylene/ Polypropylene/ Polyurethane	Yes	
3.	Design & Construction	One-piece moulding, Non-slip, water & oil-resistant, Lightweight, floats on water, Having high friction factor.	Yes	
4.	Allowable Strength	100 kg/cm ² in all directions.	Yes	
5.	Certification	Confirming to International Standard.	Yes	

TECHNICAL SPECIFICATIONS FOR HYDRAULIC SPREADER AND CUTTER WITH PUMP & ACCESSORIES

Offered Make & Model..... (To be filled by Bidder)

S. No.	TECHNICAL SPECIFICATIONS FOR HYDRAULIC SPREADER AND CUTTER WITH PUMP & ACCESSORIES	Statement of Compliance	Methodology for Inspection
1	General		OEM's Certificate, Physical Check and Practical Demonstration
	The unit shall be safer for heavy duty performance during rescue and salvage operation. It should be certified as per EN 13204/NFPA 1936/equivalent (latest version).	Yes	
2	Pump Driven by Petrol Engine		
2.1	Should be able to operate cutter and spreader at the same time at their maximum performance level.	Yes	
2.2	Weight not more than 25 KG, fully / ready for operation as per EN 13204 /NFPA 1936/ equivalent (including couplings, engine oil, hydraulic oil and fuel).	Yes	
2.3	Fuel Tank: Suitable for minimum 01 (One) hour operation in one fill.	Yes	
2.4	Oil Tank: Having usable oil content capacity as per OEM's Design.	Yes	
2.5	Output: Should be capable of giving adequate output at each stage and desired working pressure.	Yes	
2.6	Noise Level: Less than or equal to 85 dB (A) at distance of 1 mtr. (EN: 13204) / NFPA 1936/ equivalent.	Yes	
2.7	Safety: Provision of safety valves at each stage is essential in addition to excess pressure release valve. The system shall comply with all safety requirements specified in EN: 982. and EN: 60204-1/equivalent.	Yes	
2.8	The pump shall be 4-stroke air-cooled petrol engine with minimum 2.2 KW, working with mineral non-toxic oil and should have following additional features:	Yes	
	i. Single switch operation	Yes	
	ii. Protection cap for spark plug	Yes	
	iii. Easy excess for filling of fuel and oil	Yes	
	iv. The hydraulic fuel reservoir shall be provided with a means to visually determine the Fluid level. Such means shall include but not limited to dip stick type indicator, sight gauges or remote fluid level gauges.	Yes	
	v. Handles and controls shall be located on the power unit to allow the power unit to be safely carried and operated by personnel.	Yes	
	vi. Electronic/Suitable Speed control Mechanism.	Yes	
3	Hose		
3.1	The pump shall be supplied with a heavy duty hydraulic co-axial (High Pressure hose within return hose) suitable for operating all the tools having a working pressure of not more than 750 bar and tested to a pressure of not less than 2 times the working pressure coupled with single hose coupler.	Yes	
3.2	The bursting pressure shall be 4 times the working pressure.	Yes	
3.3	The hose and hose assembly shall have minimum resistance against abrasion, fluids and ozone as stated in EN: 853, 855, 856 and 857/equivalent.	Yes	
3.4	The quantity of hose with instantaneous couplers preferably mounted on a hose reel shall be as follows:	Yes	
	a. 10 mtrs: 2 nos.	Yes	
	b. 20 mtrs: 2 nos.	Yes	
3.5	Hose shall be made of suitable components and design to	Yes	

S. No.	TECHNICAL SPECIFICATIONS FOR HYDRAULIC SPREADER AND CUTTER WITH PUMP & ACCESSORIES	Statement of Compliance	Methodology for Inspection
	perform the task without any personal safety hazard. The hose shall confirm to EN: 13204/NFPA 1936/equivalent.		
3.6	Color code as per international code.	Yes	
3.7	Shall have quick coupler to prevent inadvertent disconnection.	Yes	
4	Cutter for Rescue (as per EN: 13204 / NFPA 1936 / equivalent)		
4.1	Shall be made of anticorrosive material with the provision of carrying handles for operating the cutter in all directions for safe and easy operation.	Yes	
4.2	The equipment shall be capable for using under water.	Yes	
4.3	Weight shall not exceed more than 20 kg.	Yes	
4.4	Cutting force not less than 100 tons and shall be able to cut A-36 Hot Rolled steel round bar of 40 mm.	Yes	
4.5	Jaw width not less than 180 mm	Yes	
4.6	Blade design: Any design certified by EN/NFPA/ equivalent for the desired level of performance.	Yes	
4.7	Anodized for corrosion resistance.	Yes	
4.8	Maximum Working Pressure: 750 bar	Yes	
4.9	Testing pressure shall be 1.5 times of working pressure.	Yes	
4.10	The equipment shall comply with the requirement of operating temperature as per the provisions of NFPA 1936.	Yes	
5	Spreader for Rescue (as per EN: 13204/ NFPA 1936/ equivalent)		
5.1	Should be made of anticorrosive material with the provision of carrying handles for operating the spreader in all directions for safe and easy operation.	Yes	
5.2	Spreading force not less than 32 tons and not less than 4 tons measured at 25 mm from the tips as per EN 13204/NFPA 1936/equivalent.	Yes	
5.3	Weight should not exceed more than 20 kgs	Yes	
5.4	Spreading distance not less than 650 mm	Yes	
5.5	Pulling force not less than 6.5 tons.	Yes	
5.6	The equipment shall be capable for using under water.	Yes	
5.7	Teeth double edged, should be capable of spreading & squeezing. Tips must have possibility to be changed without the use of tools.	Yes	
5.8	Check valves for all operating parameters	Yes	
5.9	Maximum working pressure 750 Bars	Yes	
5.10	Testing pressure shall be 1.5 times of working pressure.	Yes	
5.11	Quick lock system for tips & chain pulling set and adaptors	Yes	
6	Chains		
6.1	Metallic provided with suitable eye and hook for the spreader.	Yes	
6.2	Length: 02 Nos. of chain having minimum total length of 4.5 metres. However, none of the two chains should be less than 1.5 metres.	Yes	
6.3	Strength: Shall be capable of working at more than the force exerted by spreader.	Yes	
7	Telescopic RAM (as per EN: 13204/ NFPA 1936/equivalent)		
7.1	The ram cylinder shall be double acting hydraulically operated device of lightweight construction suitable for manual application with ease.	Yes	
7.2	The telescopic ram shall be capable of lifting and spreading operation. Built in speed valve for faster operation.	Yes	
7.3	The telescopic ram shall have following specification:	Yes	
7.3.1.	Max. Spreading force 1st plug - Not less than 20 Ton	Yes	
7.3.2.	Max. Spreading force 2nd plug - Not less than 08 Ton	Yes	
7.3.3.	Length retracted - Not more than 575 mm	Yes	
7.3.4.	Length extended - Minimum 1250 mm	Yes	
7.3.5.	Stroke 1st plug – As per OEM's Design	Yes	
7.3.6.	Stroke 2nd plug - As per OEM's Design	Yes	
7.3.7.	Total stroke – Minimum 700 mm	Yes	

S. No.	TECHNICAL SPECIFICATIONS FOR HYDRAULIC SPREADER AND CUTTER WITH PUMP & ACCESSORIES	Statement of Compliance	Methodology for Inspection
7.3.8.	Weight - Not more than 22 kgs	Yes	
7.4	Maximum working pressure 750 bars	Yes	
7.5	Testing pressure shall be 1.5 times of working pressure.	Yes	
8	Other Requirements		
8.1	Technical and Operational Manual: One set each of Technical and Operational Manuals in soft and hard format shall be provided with each equipment.	Yes	

TECHNICAL SPECIFICATION FOR POWER DRIVEN CIRCULAR SAW WITH ACCESSORIES

Offered Make & Model..... (To be filled by Bidder)

S. No.	ITEM	DESCRIPTION	Statement of Compliance	Methodology for Inspection
1.	Engine	2/4 Stroke single cylinder petrol Engine 4.5 HP with Electronics Ignition system & Recoil Starter along with air-cooled having diaphragm carburettor. Self-Compensating carburettor that maintains continuous and regular full power in any conditions.	Yes	OEM's Certificate, Physical Check and Practical Demonstration
2.	Engine Speed	Min-2500 RPM Max- 10,550 RPM	Yes	
3.	Fuel	Petrol start & petrol run	Yes	
4.	Fuel Tank Capacity	Not less than 0.5 litres and not more than 1.5 litres	Yes	
5.	Power Transmission system	Automatic centrifugal clutch, V-Ribbed belt type Driven system Heavy Duty sealed Multi V Ribbed belt for constant grip which reduces the slippage and indicator is fitted on the external side which is helpful in maintaining the convenient belt tensioning.	Yes	
6.	Power Output	Not less than 3 KW	Yes	
7.	Safety Device	a) Wheel Guard Equipped with Spring-Loaded Stainless-steel Wheel Guard while the operator is cutting a material it will adjust itself automatically and hence reducing the pressure on the operator. b) Throttle Lock-out having throttle lock-out.	Yes	
8.	Handle	Handle should be full wrap for ease of use with gloves and large rubber coated secured grip & also work as anti-vibration.	Yes	
9.	Stopping	There should be momentary contact switch which is always in 'On Position' ready to start with just starter Handle within seconds.	Yes	
10.	Anti-Vibration	There should be anti-vibration System, which reduces the fatigue for the Operator with T-point support and isolating the handle as much as possible from the engine and cutting blade.	Yes	
11.	Cutting Depth	Not less than 3 inches.	Yes	
12.	Noise Power Level	Max 105 dBA.	Yes	
13.	Vibration Level	Vibration Level a) Front Handle – As per Manufacturer standard design b) Rear Handle – As per Manufacturer standard design	Yes	
14.	Cut-off wheel Blade	Circular Saw with Diamond Blade in which Diamonds are fused on the Blade Size 14 Inch.	Yes	
15.	Cutting parameters	Metals, Security Bars, Iron Rods, Iron Chain, Reinforced Concrete, Stones, Rock, Block Steel, Auto Body, Glass, Cock pit, Bullet Proof Glass, Hurricane Glass, Rubber, Plastic & More etc.	Yes	

S. No.	ITEM	DESCRIPTION	Statement of Compliance	Methodology for Inspection
16.	Typographic test	Circular saw working temperature range from -10° to 50° Celsius.	Yes	
17.	Dimension (LxWxH)	Not exceeding 825 x 390 x 481 (mm)	Yes	
18.	Weight	Not more than 13 kgs.	Yes	
19.	Applications	It should cut any material found at Fires, Building Collapses, natural Disasters, Terrorist Attacks, Car Accidents & other Rescues etc.	Yes	
20.	Reversible Cutting Arm	It should be provided with Reversible cutting Arm so that, it allows the user to cut any material in the "outboard" position, to allows the user to make a "flush" cut e.g. this feature is useful for cutting security bars off a window of rail coach in outboard position and to allow the user to cut the bars at the level of the window frame.	Yes	
21.	Priming bulb	Priming bulb should be provided to make smooth and easier starting by pressing the priming bulb few times, to clean the bad gasoline out from the cylinder and clean gasoline into the cylinder which makes it easier for the engine to start.	Yes	
22.	Stable Base	It should be provided with stable base designed to keep system straight on the ground which maintains distance/ gap between the blade and ground and it doesn't harm the blade.	Yes	
23.	Endurance	The machine should be capable of operating continuously not less than one hour without overheating.	Yes	
24.	Spares	One set of 1. Fast moving spares must be supplied with machine. 2. Tool kit also be supplied with machine.	Yes	
25.	Training	Operation and maintenance staff shall be trained on machine for operation and repair.	Yes	
26.	Spares & Technical Manual	The sets of Technical Manuals and essential spares shall also be supplied.	Yes	

TECHNICAL SPECIFICATION FOR PNEUMATIC LIFTING AIRBAG WITH ACCESSORIES

Offered Make & Model..... (To be filled by Bidder)

Para No.	Technical Specifications	Statement of Compliance	Methodology for Inspection
1.	GENERAL		OEM's Certificate, Physical Check and Practical Demonstration
	High pressure pneumatic rescue bags capable of lifting heavy loads in harsh environment and with standing rough uses of fire brigade/ rescue operation.	Yes	
2.	DESIGN		
	The Pneumatic Lifting Airbags should be able to stack to make modular system to achieve greater height and lifting capacity without skidding. The connection of bags should be through open or closed connectors allow all the bags together or separately. Bags should also have an integrated hand point.	Yes	
3.	CONSTRUCTION & MATERIAL		
	Pneumatic Lifting Bag should be constructed of Kevlar reinforced nitrile rubber with 3 layers aramide reinforcement covering the entire top and bottom surface of lifting bag with highly tear proof polyamide fabric. Each Pneumatic Lifting Bags should be equipped with a brass valve connection 1/8" NPT internal thread and vulcanized into the reinforced corner of bag to which a male connector of quick connect coupling should be threaded in. This male connector should be replaceable if it is damaged. The colour of Airlifting shall be fluorescent type for better visibility during night operations.	Yes	
4.	LIFTING CAPACITY		
4.1	Working Pressure: minimum 8 bar.	Yes	
4.2	Capacity: minimum 40 ton		
4.3	Insertion height: Max. 25mm		
4.4	Lifting height: Min. 400mm		
4.5	Dimensions: Minimum 700mm X 700mm		
4.6	Weight: Not more than 16kg.		
4.7	Water capacity: Not more than 80 liters		
4.8	Minimum bursting pressure: 32 bar.		
5.	HOSES		
5.1	All the hoses should be equipped with a quick connect/disconnecting male and female couplings, compatible with entire air lifting bag system. The colour of hoses should be black/yellow/ Red.	Yes	
5.2	The hoses should have minimum working pressure of 16 bar and should be capable of using in temp range of -20°C to + 55° C.		
5.3	The hoses should be either of polyester or thermo plastic material.		
5.4	The hoses should be resistant to Ultra Violet Light, change of colour, stress or cracking.		
5.5	One shut off hoses with built in safety valve should be provided to release the pressure between 8.5 bar and 10 bar.		
6.	PERFORMANCE REQUIREMENT		
6.1	Inflation should be pneumatic.	Yes	
6.2	Insertion thickness not more than 25 MM.		
6.3	Working pressure not more than 10 bars.		
6.4	Safety factor > 4		
6.5	Dead Man space – NIL		
6.6	Working Temperature –20 °C to +55°C.		
6.7	Point loading should be possible. There should not be any stress point.		
6.8	Lifting should be continuous, Noiseless & jolt free. The surface of bags should be inter locking non-skid surface moulded into each side		

Para No.	Technical Specifications	Statement of Compliance	Methodology for Inspection
	of the bags. A separate non-skid ply that has been vulcanized separately is not acceptable.		
6.9	Inflation should be through single regulator 200/300 bars with Quick Connection.		
6.10	The Pneumatic Lifting Bags should be portable and light-weight, and should be in set form, consisting of bags, hose assemblies, Pressure gauges, pressure reducers, safety valve, Air bottle connector and controller.		
6.11	The air bags should be chemical and some ozone resistant with carrying straps or handle attached to 40-ton bags as per OEM Design.		
6.12	The Pneumatic lifting bags and its accessories should comply all the requirement stipulated under latest EN 13731 / equivalent.		
7.	PRESSURE REGULATOR		
7.1	The pressure Regulator should be capable of reducing the pressure from 300 bar to 8 bar.	Yes	
7.2	The pressure regulator should be provided with threaded quick connect couplings suitable to fit to normal BA air cylinder by hand without the use of any spanner.		
7.3	The pressure regulator should be provided with two pressure gauges of suitable capacity to show the air pressure in the cylinder and set pressure.		
7.4	The pressure regulator should be provided with pressure setting knob and safety valve with 2 mtrs. Hose with couplings to connect to Dual Dead man controller.		
8.	ONE SET OF AIRBAGS WILL COMPRISE OF THE FOLLOWING:		
8.1	Lifting Bag 40 tons capacity: 1 no.	Yes	
8.2	Pressure reducer 300 bar to 8 bar: 1 no.		
8.3	Dual Controller with pressure gauges: 1 no.		
8.4	Air Hose 5 mtrs. With couplings: 1 no.		
8.5	Air Hose 10 mtrs. With couplings: 1 no.		
8.6	Single control Unit: 1 no.		
8.7	Shut off hose with safety valve: 1 no.		
8.8	Connection piece to connect two air cylinders: 1 no.		
9.	MARKING		
9.1	Bags should have proper colour to be visible in dark smoky condition. It should have reflective markings on the corners for easy identification when operating in the dark areas.	Yes	
9.2	The lifting bags should be provided with a warning and information labels. The information and the warning labels must be in English language and in pictograms for clear understanding. Also, it should be marked with date of manufacturer and serial number in such a way that they cannot be erased without damaging the surface.		
10.	TESTING		
10.1	Artificial ageing	Yes	
10.2	Impulse loading with drop weight.		
10.3	Dynamic fatigue loading with 16-ton weight.		
10.4	Leakage test with sharp drop weight (50 No.) at 600 and 900 from a height of 7 mtrs. Pressure Tests.		
11.	MAINTENANCE		
11.1	The system should be maintenance free.	Yes	
11.2	There should be provision of draining out moisture after every use.		
11.3	Cleaning /Washing should be possible with ordinary detergent.		
12.	OPERATION AND MAINTENANCE MANUAL: The bidder should Supply operation and maintenance manual with each set in English language.		

SPECIFICATION FOR ZERO TORQUE NOZZLES

Offered Make & Model..... (To be filled by Bidder)

Para No.	Technical Specifications	Statement of Compliance	Methodology for Inspection
1.	GENERAL		OEM's Certificate, Physical Check and Practical Demonstration
	The equipment shall be ergonomically designed to reduce firefighting fatigue and better handling & control of firefighting.	Yes	
2.	MATERIALS		
	The material to be used in the construction shall be pyrolite and one-piece solid nozzle hard coated with multiple pattern detents and designed with better ergonomics to reduce the fatigue of fire fighter.	Yes	
3.	DIMENSIONS		
3.1	Swivel Inlet: 63 mm approx.	Yes	
3.2	Weight: 4.30 kg. approx.		
3.3	Length: Minimum 310 mm		
3.4	Type of coupling instantaneous		
4.	OPERATING		
4.1	Quick shut off Valve.	Yes	
4.2	Flush arrangement without shutting down.		
4.3	Fog pattern with spinning teeth.		
4.4	Handle grip with pistol type.		
5.	PERFORMANCE		
5.1	Discharge rate 200-450 LPM or more	Yes	
5.2	Water Supply: Controlled		
5.3	Jet Reaction: Very Low		
5.4	Water Hammer: Very Low		
5.5	Working Model: Jet & Spray		
5.6	Grip: Free Position		
5.7	Spray Pattern: Minimum 120 Degree		
6.	ATTACHMENT		
	The equipment shall be attached with Zero Torque and quick attack foam tube.	Yes	
7.	OPERATION AND MAINTENANCE MANUAL		
	The bidder should Supply operation and maintenance manual with each set in English language.	Yes	
8.	CERTIFICATION		
	The unit shall have CE/EN/NFPA/BIS or equivalent certification.	Yes	

TECHNICAL SPECIFICATIONS FOR HANDHELD FORCIBLE ENTRY TOOL KIT

Offered Make & Model..... (To be filled by Bidder)

Para No.	Technical Specifications	Statement of Compliance	Methodology for Inspection
1.	GENERAL		OEM's Certificate, Physical Check and Practical Demonstration
	The equipment is to be use for the purpose of forcible entry, prying, enlarging openings, cutting sheets and twisting off lock and latches. The tool shall enable easy, fast and single person operation.	Yes	
2.	DESIGN		
	a) The complete equipment shall comprise of one compact ram bar and a tool bit set of various bits. The ram bar shall be able to connect the interchangeable bits for added versatility. b) The arm bar shall have a locking device that can lock the ram bar at any length for added leverage and safety for storage. The ram bar shall have an easy sliding action that can direct all its forces directly at the pint of impact for maximum effect.	Yes	
3.	MATERIAL & CONSTRUCTION		
	a) Ram bar shall be made of hard-coated aluminium's alloy tube body. The tube body and handle shall be machined grooved for non-slip grip. The ram bar shall have hard coated aluminium alloy tool bit retainer and a locking ring. b) The tool bits shall be made of forged & heat-treated steel alloy.	Yes	
4.	TOOL BIT SET: The tool bit shall be of the following types:		
4.1	Bull point tool bit for breaking concrete and masonry walls, Minimum Length 14" (Inch)	Yes	
4.2	Chisel of approx. 25 mm width for breaking concrete, prying and breaking bolts and brick walls, Minimum Length 14" (Inch)		
4.3	Chisel of approx. 75 mm width for breaking concrete, prying and breaking bolts, breaking bricks and block walls, Minimum Length 14" (Inch)		
4.4	Metal cutting claw for punching and cutting sheet metal and work like a manual can opener, Approx. Length 250 mm-300 mm.		
4.5	Lock breaker claw for prying or force open doors, windows, twisting hasps and breaking locks, Approx. Length 250 mm-300mm.		
5.	OPERATION AND MAINTENANCE MANUAL		
	The bidder should Supply operation and maintenance manual with each set in English language.	Yes	

LETTER OF UNDERTAKING FOR UNCONDITIONAL ACCEPTANCE

(Scanned copy to be submitted by Bidder in Pack-1 on letter head of the Company / Firm)

To,

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

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

Sir,

1. The Tender Document for the work "Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India" has been issued to us / me by Airports Authority of India (AAI) through CPP Portal and I / we hereby certify that I / we have inspected the sites and read the entire terms and conditions of the Tender Documents, corrigendum's & AAI's reply to the Pre-Bid queries, if any, which shall form part of the Contract agreement and I / we shall abide by the conditions / clauses contained therein.
2. I / we hereby unconditionally accept(s) the Terms & Conditions of AAI's Tender Document in its entirety for the above work.
3. The contents of the Paras/Clauses of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks / conditions (except unconditional rebate on quoted rates if any) in the tender, enclosed in **Pack-4** and the same has been followed in the present case. In case, this provision of the tender is found violated after opening of **Pack-4**, I / we agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money.
4. 'That I / we declare that I / we have not paid and will not pay any bribe to any officer of AAI for awarding this Contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe / gratification, I will immediately report it to the Appropriate Authority in AAI'.
5. I / We do hereby declare and state that none of my / our near relatives is posted in AAI as officer responsible for award and execution of this particular tender / work and that no employee of AAI is a Director / Proprietor / Partner or holding any other post in my / our Firm / Company. I / We further undertake to intimate the names of persons, if any who are

working with me / us in any capacity or are subsequently employed by me / us and who are near relatives to any officer in AAI.

6. I / we hereby submit that I / we have paid / submitted the required Earnest Money as per Tender conditions.
7. I / We certify that all information / documents furnished by our Firm is true & correct and in the event that at any stage, the information / documents are found to be incorrect / untrue or found violated, then AAI reserves the right to forfeit the EMD **or** Performance Bank Guarantee (Supply & Commissioning, CAMC and Additional PBG on account of imported goods / items or sub-assemblies of Tendered item) **or** Both submitted by our firm (whichever is available with AAI at that stage) besides debarment & blacklisting of our firm and cancellation of Tender / Contract.

Thanking you,

Sincerely yours,

(Signature of the Bidder with Company's Seal)

LETTER OF UNDERTAKING REGARDING DEBARMENT / BLACKLISTING / RESTRAINTMENT
(Scanned copy to be submitted by Bidder in Pack-1 on letter head of the Company / Firm)

To
The Dy. General Manager (Tech.)
Airports Authority of India
AAI Office Complex, Safdarjung Airport
New Delhi - 110 003, India

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

Sir,

In compliance with the tender requirement for the above-referred work. I / We (name and post of authorized signatory) on behalf of (Name of firm) do here by solemnly affirm and declare as follows:

1. Our firm is not restrained / debarred / blacklisted by Airports Authority of India (AAI) / Ministry of Civil Aviation (MoCA) / Dept of Expenditure (DoE), Ministry of Finance and the debarment / blacklisting / restraintment is not in force as on last Date of Opening of Bid **(Pack-1)**.
2. None of Proprietor / Partners / Board Members / Directors of M/s.....(Name of firm) has remained Proprietor / Partner / Board Member / Director in any firm which stands debarred / blacklisted / restrained by AAI / MoCA / DoE and the debarment / blacklisting / restraintment is not in force as on Date of Opening of Bid **(Pack-1)**.
3. Our firm understands that if our firm either debarred before the Date of Opening of Bid **(Pack-1)** or debarred before the date of Contract by AAI / MoCA / DoE (Debarment applicable for all Ministries / Depts.), our Bid is liable to be rejected at that stage.
4. Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate Contractual legal action including debarment/ blacklisting / restraintment, termination of the Contract etc. as deemed fit.

Dated:

Signature of the Authorized signatory

Name:
Agency / Firm:
Telephone:
E-mail:
Stamp:

ITEM RATE BILL OF QUANTITIES (BoQ) (INDICATIVE)

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025_AAI_231175_1

Item Rate BoQ

Validate
Print
Help

Tender Issuing Authority: Airports Authority of India

Name of Work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFT) / Aircraft Rescue and Fire Fighting Vehicles (ARFFV) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Contract No:

Name of the Bidder / Bidding Firm / Company :

PRICE SCHEDULE

This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.

NUMBER #	TEXT # Item Description	TEXT # Item Code	NUMBER # Quantity	TEXT # Units	TEXT # Quoted Currency in INR / Other Currency	NUMBER # Unit Rate in figures To be quoted by the Bidder in Quoted Currency	NUMBER Comprehensive Annual Maintenance Contract (CAMC) charges for each ACFT / ARFFV will be calculated on Item 1.01 OR on Item 1.01 & Item 2.01 OR on Item 2.01 (as the case may be) for the entire contract period. (Excluding GST)	NUMBER # TOTAL AMOUNT, It will be converted in INR	TEXT # TOTAL AMOUNT in Words
1	2	3	4	5	6	7	8	9	10
1	Supply of 38 Nos. Airfield Crash Fire Tender (ACFT) / Aircraft Rescue and Fire Fighting Vehicles (ARFFV) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period as per Technical Specification mentioned in Section - D including all accessories.								
1.01	FOB Cost of imported goods / items or sub-assemblies of ACFTs / ARFFVs for manufacturing of ACFT / ARFFV through local value addition in India (C) OR FOB Cost of import of fully Assembled / Completely Built Unit of ACFT / ARFFV (C) (in INR or USD or EURO Excluding Custom Duty & GST)	Item 1.01	38	Nos	USD		0.00	0.00	USD Zero Only
1.02	Cost against Overseas Insurance in Quoted Currency (B) (in INR or USD or EURO Excluding Custom Duty & GST)	Item 1.02	38	Nos	USD			0.00	USD Zero Only
1.03	Cost against Overseas Freight in Quoted Currency (F) (in INR or USD or EURO Excluding Custom Duty & GST)	Item 1.03	38	Nos	USD			0.00	USD Zero Only
1.04	Custom Duty including social welfare surcharge / Cess / CVD etc., on Assessable Value i.e. CIF (Item 1.01 x Item 1.02 x Item 1.03) (in INR or USD or EURO Excluding GST)	Item 1.04	38	Nos	USD			0.00	USD Zero Only
1.05	Customs Clearing & Forwarding Charges (in INR Excluding GST)	Item 1.05	38	Nos	INR			0.00	INR Zero Only
2.01	Basic Cost of Indian goods / items or sub-assemblies of ACFTs / ARFFVs for manufacturing of ACFT / ARFFV through local value addition in India OR Basic Cost of fully Assembled / Completely Built Unit of ACFT / ARFFV in India (in INR Excluding GST)	Item 2.01	38	Nos	INR		0.00	0.00	INR Zero Only
2.02	Average Inland Transit Insurance Charges (in INR Excluding GST)	Item 2.02	38	Nos	INR			0.00	INR Zero Only
2.03	Average Inland Transportation Charges (in INR Excluding GST)	Item 2.03	38	Nos	INR			0.00	INR Zero Only
3	Notes: 1. Please refer to Attachment to BoQ - A & B (Annexure-III) 2. Please refer to General note for BoQ (Annexure-IV)								
Total in Figures								0.00	Zero Only
Quoted Rate in Words								Zero Only	

ATTACHMENT TO BOQ - A**(Scanned copy to be submitted by Bidder in Financial Bid, Pack-4 on letter head of the Company / Firm)**

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

S. No	Description	GST / IGST Percentage (%)
1.	GST / IGST applicable on Basic Cost of Indian goods / items or sub-assemblies of ACFTs / ARFFVs for manufacturing of ACFT / ARFFV through "local value addition in India" (<i>Item code 2.01 of BoQ i.e. Annexure – II</i>)	
2.	GST / IGST applicable on Average Inland Transit Insurance Charges (<i>Item code 2.02 of BoQ i.e. Annexure – II</i>)	
3.	GST / IGST applicable on Average Inland Transportation Charges (<i>Item code 2.02 of BoQ i.e. Annexure – II</i>)	
4.	GST / IGST applicable on CAMC Charges for 08 Years after 02 years of Defect Liability Period	
5.	Applicable Percentage (%) of Custom Duty on Assessable value i.e. C.I.F value	
6.	IGST on Custom Duty (as applicable on C.I.F value)	

S. No	Description	Indian Customs Tariff Number / CTH Code / HSN Code
1.	Import of complete ACFT / ARFFV OR Import of goods / items or sub-assemblies of ACFTs / ARFFVs (whichever applicable)	

This sheet duly filled, signed and scanned copy (pdf format) shall be up-loaded as an attachment to BOQ.

ATTACHMENT TO BOQ – B

(Scanned copy to be submitted by Bidder in Financial Bid, Pack-4 on letter head of the Company / Firm)

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

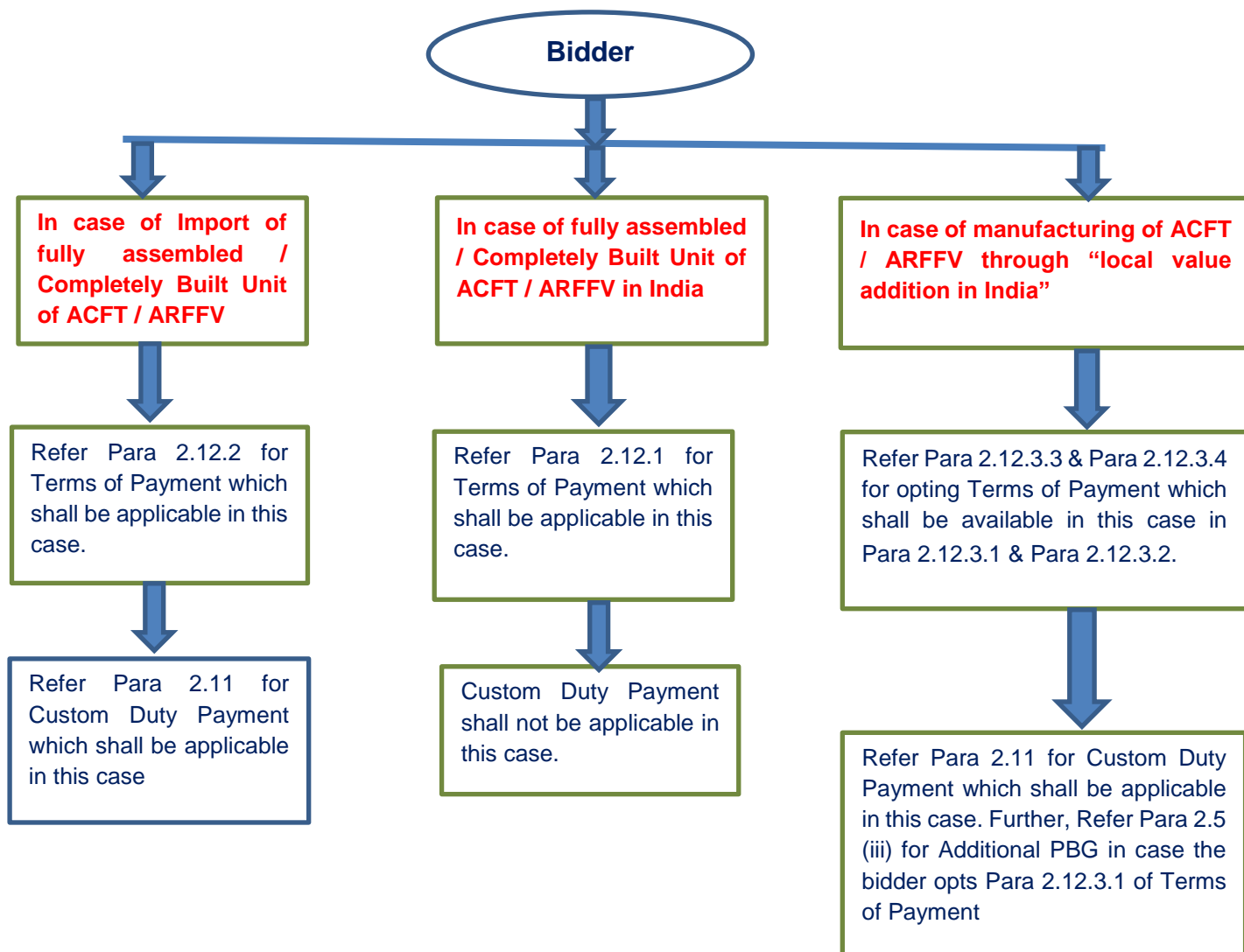
Tender ID: 2025 _AAI_231175_1

Details of Cost of Inland Transportation & Inland Transit Insurance of 38 Nos. ACFTs / ARFFVs:

S. No.	Name of Airport	Quantity of ACFTs / ARFFVs (Nos.)	Distance in K.M. (appx.)
(1)	(2)	(3)	(4)
1	Calicut	4	
2	Coimbatore	3	
3	Madurai	3	
4	Tuticorin	1	
5	Rajahmundry	2	
6	Belgaum (RCS)	1	
7	Trichy	3	
8	Bhubaneshwar	3	
9	Amritsar	4	
10	Khajuraho	1	
11	Aurangabad	1	
12	Bhopal	1	
13	Surat	1	
14	Tirupati	1	
15	Vijayawada	1	
16	Hyderabad	1	
17	Raipur	1	
18	Ranchi	1	
19	Dholera International Airport Company Limited (DIACL)	5	
Total		38 Nos.	

GENERAL NOTE FOR BOQ

- Prices shall be quoted and submitted as per the guidelines of E-Tender Portal (<https://etenders.gov.in/eprocure/app>) only. Please read **Para 17.4** of SECTION-A of this Tender Document.
- Bidders participating in the Tender as per eligibility criteria mentioned in **Para 4 & 15** of SECTION-A of this Tender Document shall keep in mind the following Terms & Conditions applicable for the execution of Tendered work and accordingly the instructions to fill entries in Item rate BoQ shall be followed: -



INSTRUCTIONS TO FILL ENTRIES IN ITEM RATE BOQ

Item Code	In case of Import of Fully Assembled / Completely Built Unit of ACFT / ARFFV	In case of Fully Assembled / Completely Built Unit of ACFT / ARFFV in India	In case of manufacturing of ACFT / ARFFV through "local value addition in India"
1.01	Unit Rate Excluding Custom Duty & IGST for FOB cost (C) of ACFT / ARFFV should be quoted in INR (₹) or USD (\$) or EUR (€) only and no other currency is acceptable.	Unit Rate Excluding Custom Duty & IGST for FOB cost (C) of ACFT / ARFFV should be quoted as 0.00 only and no other amount is acceptable.	Unit Rate Excluding Custom Duty & IGST for FOB cost (C) of ACFT / ARFFV should be quoted in INR (₹) or USD (\$) or EUR (€) only and no other currency is acceptable.
1.02	Unit Rate Excluding Custom Duty & IGST for Overseas Insurance (I) from LoadPort to DisPort (Discharge Port) in India should be quoted in same currency as of Item 1.01 only and no other currency is acceptable.	Unit Rate Excluding Custom Duty & IGST for Overseas Insurance (I) from LoadPort to DisPort (Discharge Port) in India should be quoted as 0.00 only and no other amount is acceptable.	Unit Rate Excluding Custom Duty & IGST for Overseas Insurance (I) from LoadPort to DisPort (Discharge Port) in India should be quoted in same currency as of Item 1.01 only and no other currency is acceptable.
1.03	Unit Rate Excluding Custom Duty & IGST for Overseas Freight Value (F) from Load Port to DisPort in India should be quoted in same currency as of Item 1.01 only and no other currency is acceptable.	Unit Rate Excluding Custom Duty & IGST for Overseas Freight Value (F) from Load Port to DisPort in India should be quoted as 0.00 only and no other amount is acceptable.	Unit Rate Excluding Custom Duty & IGST for Overseas Freight Value (F) from Load Port to DisPort in India should be quoted in same currency as of Item 1.01 only and no other currency is acceptable.
1.04	Unit Rate for Custom Duty Excluding IGST, as applicable, on Assessable Value i.e. CIF Value (Item 1.01 + Item 1.02 + Item 1.03) should be quoted in same currency as of Item 1.01, Item 1.02 & Item 1.03 only and no other currency is acceptable.	Unit Rate for Custom Duty Excluding IGST, as applicable, on Assessable Value i.e. CIF Value (Item 1.01 + Item 1.02 + Item 1.03) should be quoted as 0.00 only and no other amount is acceptable.	Unit Rate for Custom Duty Excluding IGST, as applicable, on Assessable Value i.e. CIF Value (Item 1.01 + Item 1.02 + Item 1.03) should be quoted in same currency as of Item 1.01, Item 1.02 & Item 1.03 only and no other currency is acceptable.
1.05	Unit Rate for Custom Clearing & Forwarding Charges Excluding GST should be quoted in INR	Unit Rate for Custom Clearing & Forwarding Charges Excluding GST should be quoted as	Unit Rate for Custom Clearing & Forwarding Charges Excluding GST should be quoted in INR (₹) only and no other currency is acceptable.

	(₹) only and no other currency is acceptable.	0.00 only and no other amount is acceptable.	
2.01	Unit Rate for Basic cost of ACFT / ARFFV should be quoted as 0.00 only and no other amount is acceptable.	Unit Rate for Basic cost of ACFT / ARFFV should be quoted in INR (₹) only and no other currency is acceptable.	Unit Rate for Basic cost of ACFT / ARFFV should be quoted in INR (₹) only and no other currency is acceptable.
2.02	Unit Rate for Average Inland Transportation Charges Excluding GST should be quoted in INR (₹) only and no other currency is acceptable.	Unit Rate for Average Inland Transportation Charges Excluding GST should be quoted in INR (₹) only and no other currency is acceptable.	Unit Rate for Average Inland Transportation Charges Excluding GST should be quoted in INR (₹) only and no other currency is acceptable.
2.03	Unit Rate for Average Inland Transit Insurance Excluding GST should be quoted in INR (₹) only and no other currency is acceptable.	Unit Rate for Average Inland Transit Insurance Excluding GST should be quoted in INR (₹) only and no other currency is acceptable.	Unit Rate for Average Inland Transit Insurance Excluding GST should be quoted in INR (₹) only and no other currency is acceptable.

3. The Bidder should not write/quote NIL in any of the line item otherwise the tender shall be rejected. In case the bidder does not want to quote any amount for any item they may quote amount as 0.00 in their financial bid but overall quote of 0.00 will be treated as unresponsive bid and will not be considered.
4. In case of any default / discrepancies for submission of Financial Bid (Pack-4) i.e. quoting of rates against Item code in Item rate BoQ as per above instructions, AAI reserves the right to forfeit the EMD besides debarment and blacklisting of the bidder without assigning any reasons thereof.

LETTER OF UNDERTAKING FOR CONDUCTING LIST OF THE TESTS
DURING FACTORY ACCEPTANCE TEST (FAT) (As per NFPA-414: 2020)

(Scanned copy to be submitted by Bidder in Technical Bid, Pack-3 on letter head of the Company / Firm)

During Factory Acceptance Test / Pre-dispatch Inspection, Proper operation of vehicle functions will be verified as defined in Acceptance Criteria chapter of **NFPA-414: 2020**.

The list of the test to be conducted are as follows:

S. No.	NFPA paragraph	Test
1.	6.4.1	Vehicle Testing, Side Slope
2.	6.4.2	Weight / Weight Distribution
3.	6.4.3	Acceleration. NOTE: With the modification that the instrumentation must be a GPS-based electronic data collection system.
4.	6.4.4	Top Speed
5.	6.4.5	Brake Operational Test
6.	6.4.6	Air System / Air Compressor Test
7.	6.4.7	Agent Discharge Pumping Test
8.	6.4.9	Pump and Maneuver Test
9.	6.4.10	Hydrostatic Pressure Test
10.	6.4.11	Foam Concentration Test
11.	6.4.12	Primary Turret Flow Rate Test

PERFORMANCE BANK GUARANTEE (BANK GUARANTEE BOND)
FOR SUPPLY & COMMISSIONING OF ACFTS / ARFFVS

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper should be in the name of issuing bank)

To,

Airports Authority of India

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

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

In presence of:

Dated this_____ Day of_____

WITNESS

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

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

Signature_____
Name _____
Designation_____
Dated_____

PERFORMANCE BANK GUARANTEE (BANK GUARANTEE BOND)
FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper should be in the name of issuing bank)

To

Airports Authority of India

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

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
8. This guarantee shall be valid up to..... (96 Months + 90 Days) unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only) or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of:

Dated this_____ Day of_____

WITNESS

- 1 For and on behalf of (The Bank)

Signature_____

- 2 Name & Designation_____

Authorisation No._____

Name & Place _____

Bank's Seal _____

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

Signature_____

Name _____

Designation_____

Dated_____

LETTER OF UNDERTAKING FROM THE DEPOSITOR TO THE BANK

(To be submitted along with Performance Bank Guarantee to Airports Authority of India)

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

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

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

Sir,

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

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

Name & Signature of the Depositor

Place:

Date:

RECEIPT FROM BANK

Signature with date and seal

LETTER OF UNDERTAKING FROM THE DEPOSITOR TO THE BANK

(To be submitted along with Original EMD (in case of BG))

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

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

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

Sir,

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

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

Name & Signature of the Depositor

Place:

Date:

RECEIPT FROM BANK

Signature with date and seal

LETTER OF UNDERTAKING FROM THE DEPOSITOR TO THE BANK

(To be submitted along with Additional Performance Bank Guarantee)

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

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

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

Sir,

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

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

Name & Signature of the Depositor

Place:

Date:

RECEIPT FROM BANK

Signature with date and seal

TENDER -FORM**(Scanned copy to be submitted by Bidder in PQQ Bid, Pack-2 on letter head of the Company / Firm)**

Full Name and Address of the Bidder. The addition to the Post Box No. if any, should be Quoted in all Communication to this Office	Name of the Bidder	
	Telephonic Address	
	Telephone No.	
	Code Used	

To,
 Deputy General Manager (Tech.)
 Airports Authority of India
 AAI Office Complex,
 Safdarjung Airport
 New Delhi - 110 003, India

Dear Sir,

I/We hereby offer to execute the work detailed in the schedule hereto or such portion thereof as you may specify in the acceptance Tender at the price given in the said schedule and agree to hold this offer open till I/We shall be bound by a communication of acceptance of dispatch within the prescribed time.

I/We have understood the instructions, to bidders and the terms & conditions mentioned in the invitation to Tender and conditions of Contract governing Contracts placed by the Airports Authority of India and have thoroughly examined the specifications/drawings and/or pattern quoted in the tender form hereto and /or fully aware of the nature of the work required to be carried out and my/our offer is to execute the work required strictly in accordance with the requirements of the terms and conditions stipulated.

Should this tender be accepted, in whole or in part, I/We hereby agree: -

1. To abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable, and /or in default thereof, AAI may forfeit the EMD and/or forfeit the Performance Bank Guarantee. The Earnest Money Deposit amounting to INR (₹) 3.49 Crores (Three Crores Forty-Nine Lakhs Only) OR USD (\$) 406,609.00 (Four Hundred Six Thousand, Six Hundred Nine Only) OR EUR (€) 375,200.00 (Three hundred Seventy-Five Thousand, Two Hundred Only) Excluding GST to be submitted online or offline in form of BG (as per Format provided in **Annexure - XXIV**). If I/We fail to commence the work specified in this Tender Document, I/We agree that the Chairman, Airports Authority of India, or his successors shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money Deposit.
2. To execute all the work referred to in the Tender Documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered within currency of Contract up to a maximum of $\pm 30\%$ in the case of all items of the schedule of quantity (BoQ) at the rate quoted in the Tender Documents. I / we have inspected the site of work and have fully satisfied myself / ourselves as to the nature of site of work, local facilities of access, availability of materials and other site conditions relevant to this Contract.

The following pages have been added to and form part of the tender.

Yours Faithfully,

Signature of Bidder:

Address:

Signature of Witness

Address:

SELF-CERTIFICATION BY BIDDER REGARDING PERCENTAGE OF LOCAL CONTENT

(TO BE SUBMITTED AT TIME OF TENDERING / BIDDING)

(Scanned copy to be submitted by Bidder in PQQ Bid, Pack-2 on letter head of the Company / Firm & Original copy to be submitted by Bidder in sealed envelope i.e. Make in India envelope in the O/o Bid Manager, before opening of Financial Bid)

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

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

- 1) I / we are competent to swear this certification on behalf of M/s _____ (Name of company / Firm).
- 2) I / we have read the Order(s) "*Public Procurement Policy (Preference to Make in India), order 2017*", dated 19th July 2024 or as amended up to the last date of submission of bid, notified by Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry & Internal Trade (Public Procurement Section).
- 3) My / our offered Effective Local Content for this tender is _____ %
- 4) I / we are participating in the tender as _____ "***Class-I Local Supplier / Class-II Local Supplier / Non-Local Supplier***" (strikeout, whichever is not applicable) as per Government of India, "*Public Procurement Policy (Preference to Make in India), order 2017*", dated 19th July 2024 or as amended up to the last date of submission of bid.
- 5) I / we are not debarred / blacklisted by any procuring entity for violation of this order and the debarment is not in force as on last date of submission of bid.
- 6) I / we will submit filled and signed **Annexure - X(B)** in sealed envelope to the Bid Manager [such that the values of Effective Local Content mentioned above shall match with those as calculated in **Annexure - X(B)**] in Original hard copy so that the document will reach before scheduled Date of Opening of Financial Bids or as directed by AAI. In case of non-submission of this document till scheduled time and date, my / our bid shall be treated as Non-Make in India bid.

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

Date:
Place:

SELF-CERTIFICATION BY BIDDER FOR DETAILS OF LOCAL CONTENT**(TO BE SUBMITTED AT TIME OF TENDERING / BIDDING)**

(Scanned copy shall not be submitted by Bidder in PQQ Bid, Pack-2 & Original copy on letter head of the Company / Firm to be only submitted by Bidder in sealed envelope i.e. Make in India envelope in the O/o Bid Manager, before opening of Financial Bid)

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

- (I)(A) Details of Locally sourced imported goods / items or sub-assemblies of ACFTs / ARFFVs and Repackaged / Rebranded / Refurbished goods / items or sub-assemblies of ACFTs / ARFFVs Originally sourced from outside India *(To be excluded from Local Content and shall form part of Non-Local Content)*:

S. No.	Description of goods / items or sub-assemblies of ACFTs /	Country from which Originally sourced	Cost in INR (₹) (Excluding tax)	Cost in INR (₹) (Including tax)
For ACFT / ARFFV (One Unit)				
Sub-Total			_____ (X1)	

- (I)(B) Details of License / Royalties / Technical Expertise Cost etc. sourced from outside India *(To be excluded from Local Content and shall form part of Non-Local Content)*:

S. No.	Description of License / Royalties / Technical Expertise Cost etc.	Cost in INR (₹) (Excluding tax)	Cost in INR (₹) (Including tax)
For ACFT / ARFFV (One Unit)			
Sub-Total		_____ (X2)	

- (I)(C) Details of imported goods / items or sub-assemblies of ACFTs / ARFFVs *(To be excluded from Local Content and shall form part of Non-Local Content)*:

S. No.	C.I.F Amount in INR (₹) Excluding Custom Duty and tax (As per conversion rate at the time of submission of Bid)	Custom Duty in INR (₹) (Excluding tax)	C.I.F Amount in INR (₹) Including Custom Duty (Excluding tax)
For ACFT / ARFFV (One Unit)			
Sub-Total			_____ (X3)

- (II) Details of Indian goods / items or sub-assemblies of ACFTs / ARFFVs constituting Local Content (Excluding details declared at Table (I)(A), (I)(B) and (I)(C) above):

S. No.	Description of goods / items or sub-assemblies of ACFTs / ARFFVs	Cost in INR (₹) (Excluding GST)	Cost in INR (₹) (Including GST)
For ACFT / ARFFV (One Unit)			
	Sub-Total	_____ (X4)	

- (III) Cost involved in Commissioning and Training of ACFT / ARFFV (One Unit) *(To be excluded from both Local & Non-Local Content):*

S. No.	Description of Item	Cost in INR (₹) (Excluding tax)	Cost in INR (₹) (Including tax)
	Sub-Total	_____ (X5)	

CALCULATION DETAILS:

S. No.	Item Description	Formula	Value	Remarks
1.	% Local Content of ACFT/ ARFFV	$\frac{X4}{X1 + X2 + X3 + X4} * 100$		This Value shall be quoted as the value of 'A' in Annexure - X(A) & X(C) .
3.	Unit Basic Supply Cost of ACFT / ARFFV	$Y = X1+X2+X3+X4$		

Signature of the Bidder with Company's Seal

CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTERED ACCOUNTANT (IN RESPECT OF SUPPLIERS OTHER THAN COMPANIES)

(TO BE SUBMITTED AT TIME OF TENDERING / BIDDING)

(Scanned copy to be submitted by Bidder in PQQ Bid, Pack-2 on letter head of the Statutory Auditor / Cost Auditor or Practicing Cost Accountant / Practicing Chartered Accountant & Original copy to be submitted by Bidder in sealed envelope i.e. Make in India envelope in the O/o Bid Manager, before opening of Financial Bid)

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

I / We _____ [Statutory Auditor or Cost Auditor (in case of companies) OR Practicing Cost Accountant or Practicing Chartered Accountant (in respect of suppliers other than companies) of the bidder company] of M/s. _____ (Name of Company / Accounting Firm) hereby certify that M/s. _____ (Name of Bidding Company / Firm) meets the mandatory minimum Local Content requirement for **“Class-I Local Supplier / Class-II Local Supplier / Non-Local Supplier”** (strikeout, whichever is not applicable) as per Government of India, *“Public Procurement Policy (Preference to Make in India), order 2017”* dated 19th July 2024 or as amended up to the last date of submission of bid to participate in the above mentioned tender. Effective Local Content (%) for the subject tender is _____%

*Values of Effective Local Content (%) shall match with those as calculated in **Annexure - X(B)**.

Signature and name of the
Statutory Auditor / Cost Auditor / Cost Accountant / Chartered Accountant
with Stamp

UDIN No.....

Date:
Place:

**CERTIFICATE FROM PRACTICING COST / PRACTICING CHARTERED ACCOUNTANT
REGARDING PERCENTAGE OF LOCAL CONTENT**

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

(Original copy on letter head of the Practicing Cost / Practicing Chartered Accountant to be submitted by Bidder in sealed envelope in the O/o Bid Manager, during execution / within 15 days of completion of Supply)

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

- 1) I / We _____ [Name of Practicing Cost Accountant or Practicing Chartered Accountant] (strikeout, whichever is not applicable) of M/s. _____ (Name of Auditing / Accounting company / Firm) hereby certify that M/s. _____ (Name of Contractor / Supplier Company / Firm) has executed the subject Contract with Effective Local Content as _____% and the same is as per Government of India, “*Public Procurement (Preference to Make in India), Order 2017*” dated 19th July 2024 or as amended up to the last date of submission of bid.
- 2) I / We _____ [Name of Practicing Cost Accountant or Practicing Chartered Accountant] (strikeout, whichever is not applicable) further certify the following:
- a) Procurement / Supply of repackaged / refurbished / rebranded imported products as defined in Revision dated 19th July, 2024 or as amended up to the last date of submission of bid have been excluded from calculation of afore-stated percentage of Local Content.
 - b) Cost of imported items sourced locally from resellers / distributors, i.e. the cost of locally-sourced imported items (Including of taxes) including license / royalties paid / technical expertise cost etc. sourced from outside India have been excluded from the calculation of afore-stated percentage of Local Content.
 - c) The cost involving services such as transportation, insurance, commissioning, training and service support & maintenance etc. (as per tender conditions) have not been considered for calculation of afore-stated percentage of Local Content.

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

UDIN No.....

Date:

Place:

No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Vanijya Bhawan, New Delhi
Dated: 19 July, 2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017–
Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 19.07.2024 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:
'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Explanatory notes for calculation of local content given above

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

2A. Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

- a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."
- b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(b)

above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class -I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders- In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c. If 'Class I Local suppliers' qualify for award of contract for at least

50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
 - e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

4A. Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. Verification of local content:

- a. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9

i below.

- I. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. **Reciprocity Clause**
 - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
 - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/

brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including

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procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
Secretary, Department for Promotion of Industry and Internal Trade - Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member Joint Secretary (Public Procurement), Department of Expenditure—Member Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
 - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

- g. may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Himani Pande)

Additional Secretary to the Government of India
Tel: 011-23038888
E-mail: ashpdpiit@gov.in

PRE-CONTRACT INTEGRITY PACT

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

AND

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

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/
Contract for

..... The Authority, while
discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders / Contractors.

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

AND WHEREAS the Bidder is submitting a tender to the Authority for
In response to the NIT (Notice Inviting Tender) dated Contractor is signing the Contract for execution of NOW, therefore,
To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Contract to be entered into with a view to

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

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

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

1. Commitments of The Authority: -

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

3. Commitments of Bidders / Contractor: -

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

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

3.1 Then Bidder/Contractor further undertakes:

- 3.1.1 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other

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- 3.10 The Bidder / Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder / Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder / Contractor or any employee of the Bidder / Contractor or any person acting on behalf of the Bidder / Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's / Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.14 That if the Bidder / Contractor, during tender process or before the award of the Contract or during execution of the Contract/work has committed a transgression in violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder / Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the Contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression: -

- 4.1 The Bidder / Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2 The Bidder / Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the Contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/Contract processes.
- 4.3 That the Bidder / Contractor undertakes to get this Pact signed by the sub- Contractor(s) and associate(s) whose value of the work contribution exceeds Rs 0.5 Crores. (Rupees zero point five Crores.) and to submit the same to the Authority along-with the Tender Document / Contract before Contract signing.
- 4.4 That sub-Contractor(s) / associate(s) engaged by the Contractor, with the approval of the Authority after signing of the Contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point Five Crs.) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing / performing any act/ function by such subContractor(s)/ associate(s) in relation to the Contract/ work.

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Contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Authority.

- 3.1.2 The Bidder /Contractor has not entered and will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary Contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.2 The Bidder / Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.3 The Bidder / Contractor shall when be presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents / brokers or any other intermediary, in connection with this bid/Contract.
- 3.4 The Bidder / Contractor further confirms and declares to the Authority that the BIDDER is the Original manufacturer / integrator / authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the Contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.5 The Bidder / Contractor, either while presenting the bid or during pre-Contract negotiations or before signing the Contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the Contract and the details of services agreed upon for such payments.
- 3.6 The Bidder / Contractor will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, Contracting and implementation of the Contract.
- 3.7 The Bidder / Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The Bidder/Contractor will inform to the Independent External Monitor.
- a) If he receives demand for an illegal / undue payment / benefit.
 - b) If he comes to know of any unethical or illegal payment / benefit.
 - c) If he makes any payment to any Authority's associate(s)

- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does / do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the Contract and initiate appropriate action against such Contractor(s).

5. Earnest Money, Security Deposit, Bank Guarantee, Draft, Pay Order or Any Other Mode and Its Validity I/C Defect Liability Period, Performance Guarantee / Bond: -

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

6. Sanctions for Violations / Disqualification from Tender Process and Exclusion from Future Contacts: -

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre-Contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To immediately cancel the Contract, if already signed, without giving any compensation to the BIDDER.
 - (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under Section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
 - (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other Contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance Bank Guarantee and Performance Bond / Defect Liability Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes for a period upto two years.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the Contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - (xi) That if the Authority have terminated the Contract under Section 2 or 3 or 4 or if the Authority is entitled to terminate the Contract under Section 2 or 3 or 4, the Authority

shall be entitled to demand and recover from the Contractor damages equivalent to 5% of the Contract value or the amount equivalent to security deposit or Performance Bank Guarantee, whichever is higher.

- (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the Bidder from the tender process or the termination of the Contract after award of the Contract has caused no damage to the Authority.

- 6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 That if the Bidder / Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder / Contractor for first time default.

- 6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations / suggestions that no reasonable doubt is possible in the matter.

- 6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

- 6.6 Allegations against Bidders / Contractors / Sub-Contractors / Associates

That if the Authority receives any information of conduct of a Bidder / Contractor or Sub- Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

7. Independent External Monitor(s)-IEMs: -

- 7.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.
- 7.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.

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- 7.3 That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.
- 7.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder / Contractor. The Bidder / Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder / Contractor / Sub-Contractors / Associates with confidentiality.
- 7.5 That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations / suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the Contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 7.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 7.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 7.9 The word 'Monitor' would include singular and plural.

8. Facilitation of Investigation: -

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

9. Law and Place of Jurisdiction: -

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

10. Other Legal Actions: -

10.1 That the changes and supplements as well as termination notices need to be made in writing.

10.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

11. Pact Duration (Validity): -

11.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective Contract, and for all other Bidders 3 months after the Contract is awarded.

11.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.

11.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their Original intentions.

12. Company Code of Conduct: -

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

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

Buyer	BIDDER
Name of the Officer	Authorised Signatory
Designation	Witness
Deptt. / Ministry / PSU	1. _____
Witness	2. _____

Signature of Buyer: *[Signature]*
Signature of Bidder: *[Signature]*
Signature of Witness: *[Signature]*
Signature of Witness: *[Signature]*

Designation: राजेश नीलकांठ दिवे / Rajesh N. Diva
मालक निदेशक (तकनीकी) / Executive Director (Technical)
भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India
राजीव गांधी भवन / Rajiv Gandhi Bhawan
अड्डा / Safdarjung Airport
नई दिल्ली-110003 / New Delhi-110003

Deptt. / Ministry / PSU: *[Blank]*

Witness: *[Blank]*

Witness: *[Blank]*

LETTER OF UNDERTAKING FOR GST

(Scanned copy to be submitted by Bidder in PQQ Bid, Pack-2 on letter head of the Company / Firm)

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

I/We..... (Name & post of Authorized Signatory) on behalf of
..... (Name of bidder) do hereby solemnly declare the following:

That our firm or Indian Subsidiary Company / Branch or Indian Associate / Partner has been registered under GST having registration no..... and fully compliant of GST provisions.

That in case of non-compliance of GST provisions and blockage of any input credit, our firm shall be responsible to indemnify Airports Authority of India.

That all input credits have been passed on to AAI by our firm.

Signature.....

Name of the Authorized Signatory of the bidder.....

Date.....

Seal

CONTRACT AGREEMENT

CONTRACT AGREEMENT No.

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

Whereas, Airports Authority of India is desirous of getting the work of..... (Hereinafter called the “WORK”) done and had invited tenders for this work as per Tender Documents. And Whereas, M/s has participated in the above referred bidding vide their tender dated and AAI has accepted their aforesaid proposal and awarded the work to as per terms and conditions contained in its award Letter Number and documents referred to therein which have been accepted by resulting into a “CONTRACT”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

ARTICLE 1.0 AWARD OF CONTRACT

Airports Authority of India has awarded the Contract to for the work of with the terms and conditions contained in its award letter and the documents referred to therein. The award has taken with effect from i.e. the date of issue of aforesaid letter. The terms and expression used in this Agreement shall have the same meaning as are assigned to them in the “CONTRACT DOCUMENTS” referred to in the succeeding article.

ARTICLE 2.0 CONTRACT DOCUMENTS

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

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

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

ARTICLE 3.0 (CONDITION OF CONVENANTS)

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

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

ARTICLE 4.0

4.1 SETTLEMENT OF DISPUTES

It is specifically agreed by and between the parties that all the difference or disputes arising out of the Agreement of touching the subject matter of the Agreement shall be decided by process of settlement and arbitration, as specified in **Para 2.23**, SECTION-B of Tender Document and the provision of the Indian Arbitration Act, 1996 with latest amendments up to date, if any, shall apply and Delhi Court alone shall have exclusive jurisdiction over the same.

4.2 NOTICE OF DEFAULT

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

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

SIGNED FOR AND ON BEHALF OF
CONTRACTOR

SIGNED FOR AND ON BEHALF OF AAI

WITNESS:

- 1.
- 2

LETTER OF UNDERTAKING REGARDING AVAILABILITY OF CONSUMABLES / SPARES**(Scanned copy to be submitted by Bidder in Technical Bid, Pack-3 on letter head of the Company / Firm)**

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

We hereby undertake:

1. To maintain the availability of minimum level of quantity for consumable and non-consumable spare parts for all periodical / preventive and breakdown maintenance on continuous basis during entire period of CAMC Contract at all Consignee Airports. A list of such consumables and non-consumable spare parts (year-wise for 15 years) is enclosed herewith as per format below:

S. No.	Description of Spares	Quantity
1		
2		

A separate sheet / rows for each year may be attached, if required.

2. M/s. (Name of the Contractor) will supply the spares to all Consignee Airports for 05 (Five) years after expiry of Defect Liability Period and CAMC Period of 10 (Ten) years on a continuous basis at a mutually agreed cost.
3. That in the event of going out of production of the equipment / spare parts:
 - a. We will give adequate advance notice to Consignee Airports so that the later may order spares in one lot for the use of the equipment, if Consignee Airports desires and
 - b. We will make available the blue prints, drawings of the spare parts and specifications of materials at no cost to Consignee Airports, to enable them to get the same fabricated or procured from other sources.
4. 'DIRECTORY' of supplier of parts outsourced with their full address are enclosed herewith as per format below:

S. No.	Name of Firm	Full Address of Firm	Contact Person's details with e-mail & Phone No.	Description of parts outsourced
1				
2				

A separate sheet may be attached, if required.

Date:

Signature of Bidder with Company's seal

GOODS RECEIPT CERTIFICATE FOR ACFT / ARFFV

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

This is to certify that Nos. of ACFT / ARFFV (as per details below) has been received at Region / Airport on dated in good condition.

Details: -

1. Chassis No.....
2. Engine No.....
3. Pump No.....
4. Transmission No.....
5. Other Accessories

Signature of Technical In charge
Region/Airport.....
Date

COMMISSIONING & TRAINING CERTIFICATE FOR ACFT / ARFFV

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

This is to certify that Nos. of ACFT / ARFFV received on dated..... has been commissioned at Region / Airport on dated and Training was imparted toNos. of AAI Employees from..... to by Shri, Designation of M/s.....

The Site Acceptance Test (SAT) is carried out as per ***Annexure - XXXVII*** of Tender Document. The duly filled and signed Performa is attached herewith.

Signature of Technical In charge
Region/Airport.....
Date

PAYMENT RELEASE CERTIFICATE FOR ACFT / ARFFV

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

This is to certify that Nos. of ACFT / ARFFV received on dated..... has been successfully commissioned at Region / Airport on dated (after Site Inspection Test).

This is also certified that we have received the following documents with ACFT / ARFFV against which payment may be released:

- (i) Spare Parts catalogue of ACFT / ARFFV and all accessories.
- (ii) Workshop Manual
- (iii) Operation / Instruction Manual of ACFT / ARFFV and all accessories.
- (iv) Price List of spare parts of ACFT / ARFFV and all accessories.

Signature of Technical In charge
Region/Airport.....
Date

SUPPLEMENTARY AGREEMENT

This Supplementary License Agreement is made at _____ on _____ day of _____ (month), _____ (Year) executing and supplementing the agreement no. _____ dated _____ Supply, AMC of (hereinafter referred to as main agreement) by and between:

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

And

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

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

1. That WHEREAS the Supplier has substantially completed the Supply of items described in and covered by the Main Agreement..... except the item mentioned in the schedule annexed to this Agreement; and whereas both the parties are desirous that the items mentioned in the schedule annexed to this agreement should be executed by the Supplier after the completion of Supply of said equipment or after the completion of guarantee/ Defect Liability Period as covered by Main Agreement.,
2. Whereas both parties have agreed to execute main agreement. Now this deed is witnessed as under:
 - a) That the Supplier shall and will execute the work covered by the items mentioned in the schedule annexed to this agreement at the rates and as per the terms and conditions of the Main Agreement..... whenever called upon to do so by the Technical-In-Charge, within stipulated period from the date hereof.
 - b) That the Supplier shall have absolutely no claim of whatsoever nature against Authority for doing the work mentioned in the schedule annexed to this Agreement as required under clause (a) above, except the Payment as stipulated in Clause _____ of Main Agreement.
 - c) That the Supplier shall be liable to execute all other items arising out of the Main Agreement which in the opinion of the Technical Incharge are necessary.
 - d) That the Supplier shall commence working on items mentioned in the schedule annexed to this Agreement within days from on the receipt of communication to the effect from the Technical Incharge or from any date fixed in the said communication and shall complete the work within the time fixed by the said Technical Incharge or as extended by him from time to time.
 - e) That on the due execution and completion of this agreement by the parties, the bill of the Supplier in relation to the work already executed by Supplier under the Main Agreement

shall be provisionally finalized by the first party and payment on account, if any amount is due, shall be made to the Supplier subject to Authority right to retain such amount as is considered reasonable as a security for the execution of the work mentioned in the scheduled annexed to this agreement and Authority shall have the right to deal with the said amount of security as it deems proper under the terms and conditions of the Main Agreement.

- f) Further, on the execution and completion of this supplementary agreement, the Supplier shall be entitled to claim back security deposit as mentioned in Clause (d) above relating to the work in question, subject to the right of the first party to retain such amount as he thinks reasonable as mentioned above soon after the AMC period of month(s), as the case may be mentioned in Clause No. of the Original agreement, is over.
- g) That the final bill relating to work under the Main agreement and Supplementary Agreement will be prepared separately after the completion of the work covered by both Agreements.
3. Except as modified by this agreement the Main Agreement shall remain in the full force and effect.

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

(Signature of Supplier)

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

(Signature of Witness)
Name & Address of witness_____

(Signature of Witness)
Name & Address of witness_____

PROCEDURE FOR ONLINE PAYMENT THROUGH PAYMENT GATEWAY OF CPP PORTAL

Procedure for Online Collection of EMD and Tender Fee from Bidders

1. Bidder will login to the portal <https://etenders.gov.in/> with valid User ID (i.e. User ID mapped with Digital Signature Certificate) and follow the process of participation to the tender.
2. After Login search the tender in "Search Active Tender" tab with different criteria after that click on "set as favorite" to move on "My Tender". Then click on "My tender" and view the tender details and click on proceed for Bid Submission.
3. For submission of online Tender Fee and EMD, click on Button as "Pay Online"
4. **In case of Tender Fee:** If the Bidder is exempted from the tender fee payment, then select the option to "Yes" other wise "NO" as per below screenshot:

5. **In case of EMD:** If Bidder is paying EMD through any of below options, Select the option "Yes" (as per below screenshot) and provide the details and upload copy as a proof.
 - Bank Guarantee (BG)/Swift Transfer (ST)
 - Exempted from EMD Payment,

Note: For submitting "EMD through BG/ST" or "Exemption from EMD payment" bidder must select "Yes" otherwise bidders will not have the option to pay EMD through Bank Guarantee. Once proceeded it is not possible to revert the option.

6. Select option "NO" (as per below screenshot) for proceeding for Online EMD payment.

After selecting the option, click on "Next" Button as per above screenshot. Further process to be followed as per subsequent screen.

STEPS FOR MAKING TENDER PAYMENTS IN ETENDERS SYSTEM VIA SBI BANK GATEWAY

(SBI AND NON SBI ACCOUNT HOLDERS)

Home Page.

Login as a bidder into etenders.gov.in to proceed for payment.



BID MANAGEMENT

User Management

My Accounts

My Documents

Auction Management

My Auctions

Live Auctions

View Auction History

Bid Management

Search Active Tenders

My Tenders

Clarification

My Active Bids

Bid Opening (Live)

Short Sell Documents

Online Payment Status

My Bid History

Short Sell Documents History

Archived Clarification

Tender Status

My Withdrawn Bids

My Tenders > 2018_LSGD_204397_1 > Transaction Message

Organization Chain : NIC | NIC Contracts

Tender Reference Number : PW3/2345/18

Tender ID : 2018_LSGD_204397_1

Tender Title : PW3/2345/18 PRO NO.604/18-19 DYN.30 VARIOUS LARES INTERLOCKING AND CONCRETING

Bid Process List

S.No	Bid Process	Action
1	Profile	

Bid Payment Details

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid	Paid Fee
1	Tender Fee	2500.00 (INR)	0.00	2500.00 (INR)	0.00
2	Bid Fee	27500.00 (INR)	0.00	27500.00 (INR)	0.00

Pay Online

Encrypt&Upload

Version:1.09.06 04-Feb-2018

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Step 2) Click “Confirm to Pay” to proceed with the payment gateway, as below.

Note: Please ensure that you have availed Tender Fee / EMD Exemption, if eligible. Further, there would not be any provision to change back, under any circumstances.

User Management

- My Accounts
- My Documents

Auction Management

- My Auctions
- Live Auctions
- View Auction History

Bid Management

- Search Active Tenders
- My Tenders
- Clarification
- My Active Bids
- Bid Opening (Live)
- Short Fall Documents
- Online Payment Status
- My Bid History
- Short Fall Documents History
- Archived Clarification
- Tender Status
- My Withdrawn Bids

BID MANAGEMENT
Offline/Online Payment Confirmation

Organization Chain : NIC|NIC Contracts

Tender Reference Number : PWS/2345/18

Tender ID : 2018_300_20497_1

PWS/2345/18 PRO.NO.604/18-19 DVB.30 VARIOUS LAMES INTERLOCKING AND CONCRETING

Tender Title :

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid
1	Tender Fee	2125.00 (INR)	0.00	2125.00 (INR)
2	Emd Fee	22100.00 (INR)	0.00	22100.00 (INR)

Portal Alert :

- Beyond this stage, you will not be able to edit Fee or Exemption details.
- Please confirm that the exemption and amount to be paid are correct.

I hereby confirm that the above payment details are correct.

Back
Confirm to Pay

Version: 09-06-04-Feb-2018 (C) 2008 Tenders NIC, All rights reserved.

Step3) Verify that the Tender fee and EMD shown are correct, as per tender document. Then, select the payment option **SBI MOPS** and Submit, as below.

Note: In case of any mismatch in tender payments, with reference to tender documents, please contact TIA for clarifications.

BID MANAGEMENT

OnLine Payment Gateway

Organization Chain : NIC||NIC Contracts
Tender Reference Number : PW3/23401/18
Tender ID : 2018_LSGD_204397_1
Tender Title : PW3/23401/18 PRO.NO.804/18-19 D/R.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Fee Type	Actual Fee	Exempted Fee	Fee To be Paid
Tender Fee	2,500	0	2,500
Emd Fee	37,500	0	37,500
Total Fee			40,000

Choose Payment Option

☒ SBI MOPS

[Back](#) [Submit](#)

Version: 1.09.06 04-Feb-2018 (c) 2008 Tenders NIC, All rights reserved.

Step 4) Check and Follow the **Terms and Conditions**, and then **Submit**, as below.

BID MANAGEMENT

OnLine Payment Gateway

Payment Verification

Organization Chain : NIC||NIC Contracts
Tender Reference Number : PW3/23431/18
Tender ID : 2018_000_204207_1
Tender Title : PW3/23431/18 PRO.NO.604/18-19 DVL30 VARIOUS LANES INTERLOCKING AND CONCRETING

Pay Model : SBI HOPS

✓ **Terms And Conditions.**

- You are being redirected to the SBI HOPS site.
- You have to complete the transaction within the session time which is approximately 15 minutes.
- Money once transferred towards tender fee shall not be refunded at any point of time.
- This is applicable even in case you have not completed the tender process.
- Once payment is successfully completed, you will be automatically redirected back to a Procurement site.
- It is the responsibility of the individual to ensure that the payment is successfully completed and eProcurement system is not responsible for any malfunctions in the Bank payment gateway.
- please take print screen for bank acknowledgement page.

Back Submit

Version: 1.09.06 04-Feb-2018 (C) 2008 Tenders NIC, All rights reserved.

Step 5) Bidders may choose the type of transaction and proceed for payment.

SBI

Please Select Appropriate Card Type To Avoid Failure (C-Credit Card) (D-Debit Card)

Debit Card

SBI Debit Card Bank Charge: 10.0

Other Debit Card Bank Charge: 10.0

Credit Card

Other Payment Mode Bank Charge: 10.0

Cancel

Order Amount: 10.0

Step 6) Once the Payment type is selected it navigates to the respective landing page.

a) SBI

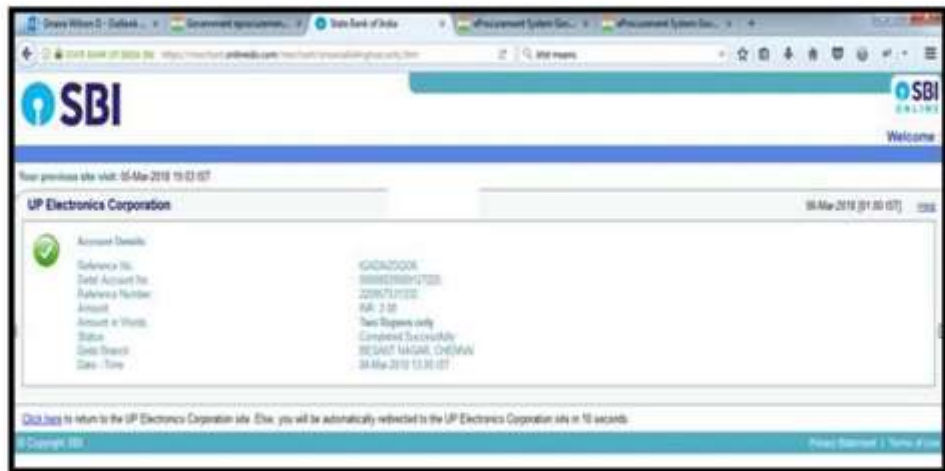
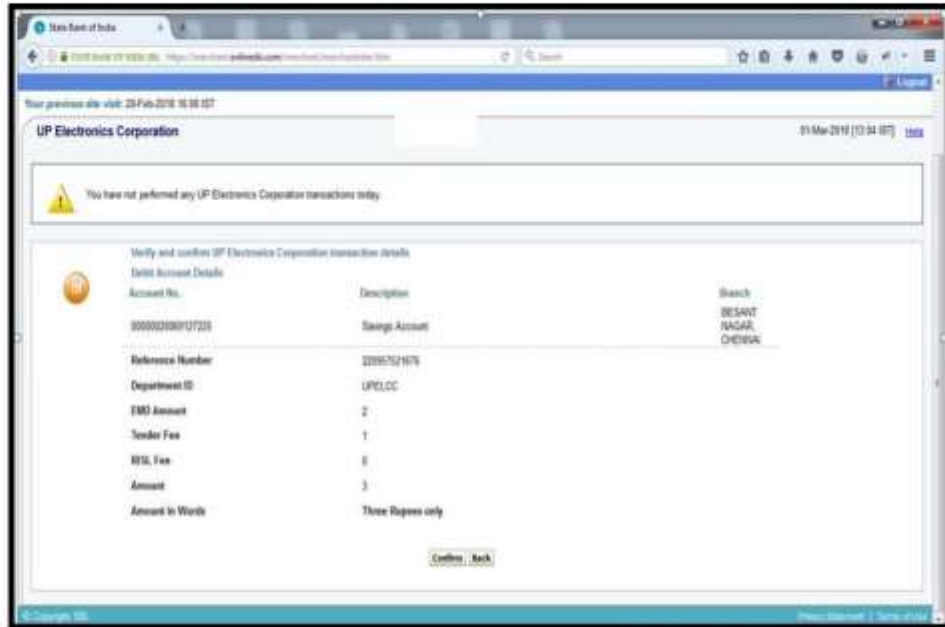
i. Bidders with SBI account may click **SBI** option to proceed to its Net Banking Page



ii. Bidders may enter SBI Net banking user ID and Password and Click on **Login** to proceed.

The screenshot displays the SBI Net banking login interface. At the top, the SBI logo is visible. Below it, the 'Login to OnlineSBI' section contains a 'Please select the customer type' dropdown menu with options for 'PERSONAL BANKING' and 'CORPORATE BANKING'. There are input fields for 'Username' and 'Password', along with links for 'New User? Register here', 'Forgot login Password', and 'Forgot Username'. A 'Login' button is present. To the right, a 'Welcome to Internet Banking' message is shown with a virtual keyboard. Below the login section, a security notice states: 'For better security use the Online Virtual Keyboard to login: YES | NO | Cancel/Printing'. A list of security tips is provided, including: '✓ Mandatory fields are marked with an asterisk (*)', '✓ Do not provide your username and password anywhere other than in this page', '✓ Your username and password are highly confidential. Never put with them. SBI will never ask for this information', and '✓ Please do not call Contact Centre or try to reach CRM consultant on the log of transactions'. At the bottom, there are links for 'Privacy Statement', 'Disclosure', and 'Terms of Internet Banking & Conditions'.

iii. Please ensure that your account has sufficient balance, before proceeding further. After checking the same, Click **Confirm** button as below, to transfer payment. After account debit, MOPS gateway will automatically re-direct to the eProcurement System, with the Success transaction.



iv. As in below, you will receive bank response immediately by verifying the payment status, whether **Success** or not. In case, payment was debited from account and further, **Payment Failure** is shown, immediately contact the eProcurement helpdesk, for resolution, before tender closing time.

Click **Next** to go to Bid Preparation details, as in screenshot.

The screenshot displays the 'BID MANAGEMENT' section of a web application. On the left is a sidebar menu with categories: 'User Management' (My Accounts, My Documents), 'Auction Management' (My Auctions, Live Auctions, View Auction History), and 'Bid Management' (Search Active Tenders, My Tenders, Clarification, My Active Bids, Short Fall Documents, Online Payment Status, My Bids History, Short Fall Documents History, Archived Clarification, Tender Status, My Withdrawn Bids). The main content area is titled 'BID MANAGEMENT' and contains a sub-header 'Bank Response On Payment Details'. A yellow success message states: 'Your Online transaction has been completed successfully.' Below this, transaction details are listed: Organization Chain: NIC|NIC Contracts, Tender Reference Number: PKG/23451/18, Tender ID: 2018_L500_20498_1, and Tender Title: PKG/23451/18 PKG.NO.804/18-19 DVL30 VARIOUS LAMES INTERLOCKING AND CONCRETING. A section titled 'Bank Response On Payment Details' provides further information: eProcurement Ref. Number: 220957531332, PRN Number: 220957531332, Bank / UTR Number: 1GADA2GG06, Bank Name: SBI Bank, Status: Success, Status Description: Completed successfully, Tender Fee in ₹: 1, EMD Fee in ₹: 1, and Total Fee in ₹: 2. A 'Next' button is located at the bottom right of the main content area.

v. Please ensure that the **Pay Online** option is not shown after successful payment, as below, for confirmation. From here, you may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.

BID MANAGEMENT

My Tenders > 2018_R21TH_2018_2 > Transaction Message

Organization Chain : NIC|NIC Contracts
Tender Reference Number : PW3/2340/L/18
Tender ID : 2018_1500_204387_1
Tender Title : PW3/2340/L/18 PRO.NO.604/18-19 CIVIL TO VARIOUS LAMES INTERLOCKING AND CONCRETING

Bid Process List

S.No	Bid Process	Action
1	Profile	

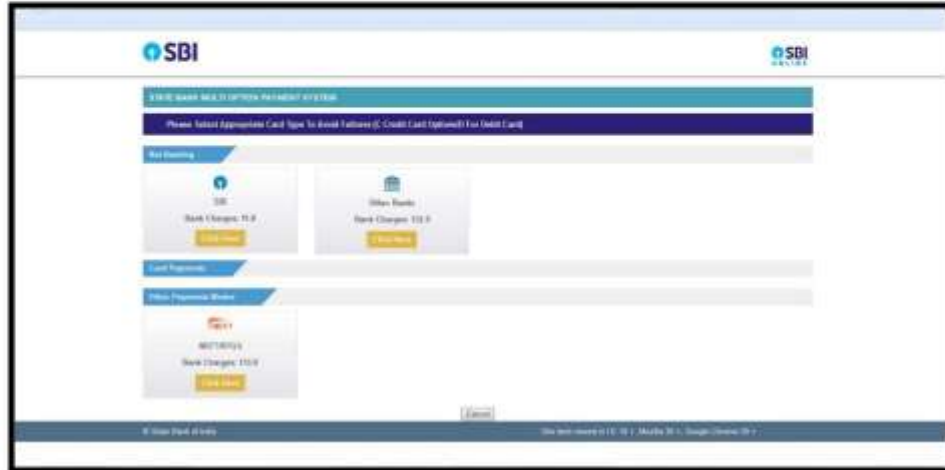
Bid Payment Details

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid	Paid Fee
1	Tender Fee	1.00 (INR)	0.00	0.00	1.00 (INR)
2	Bid Fee	2.00 (INR)	0.00	0.00	2.00 (INR)

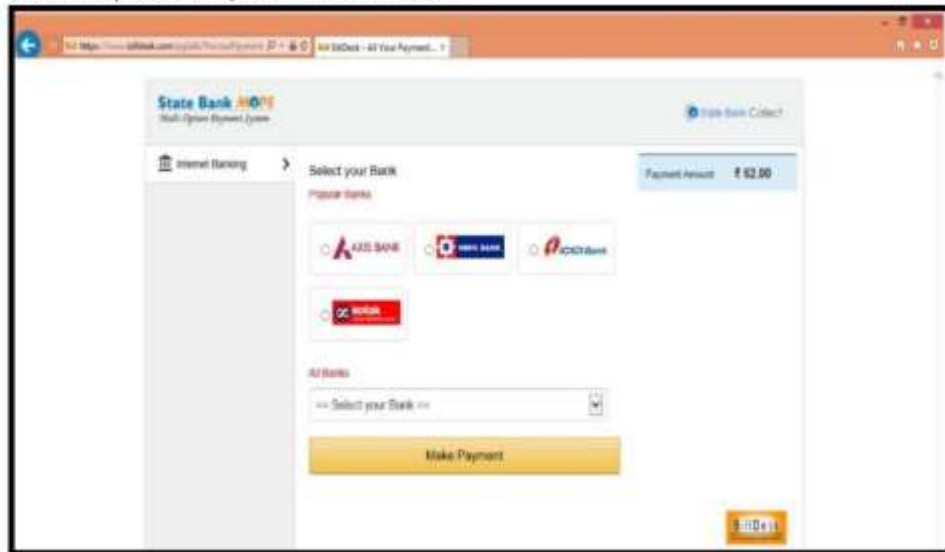
Encrypt&Upload

b) OTHER BANKS :

- i. Bidders with other bank account may click **Other Banks** option to proceed to SBI Net Banking Page

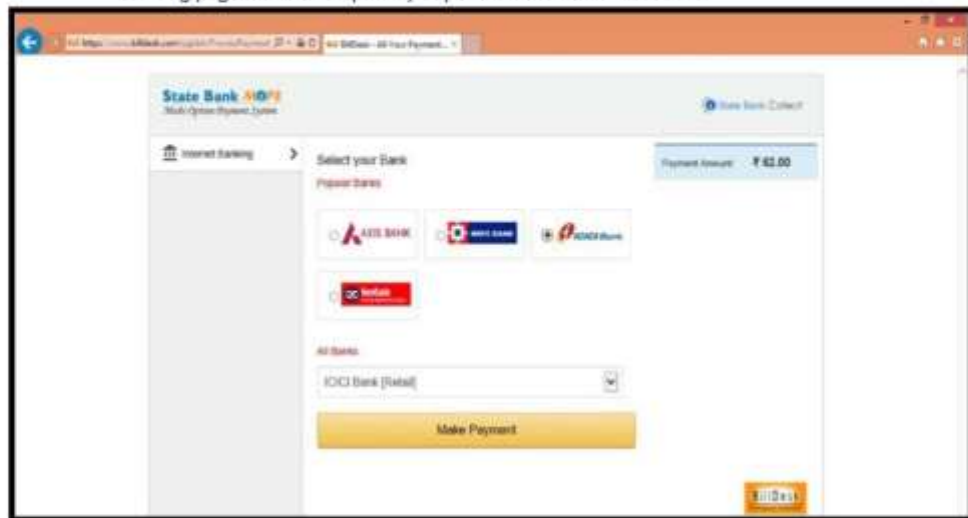


You may select the appropriate Bank from selection page. As an example, we are proceeding with ICICI Bank in the provided dropdown box of **All Banks**.





- ii. After selecting ICICI Retail Banking, Click **Make Payment** Button to proceed to its internet banking page. Further steps may depend on the Bank Procedure.



Make a Payment

You now have the option of paying from either your savings account or Privilege wallet.

Payment Details

Pay From:

Pay To: State Bank of India - RBL (Sgt 2)

Amount (INR): ₹2,000

Remarks:

[Click here to view terms & conditions](#)

Notes:

- By clicking on the 'Pay' button you are agreeing to the terms and conditions as given above.
- After clicking the 'Pay' button, please wait for confirmation while we send you your payment details by the email.
- Please do not refresh or close the browser window.
- Please check the status of the payment with the merchant after 7 days of transaction date. In case the merchant does not update the payment with in 7 days, please contact us at [201](#).

[View Customer Care](#) for further assistance.

Customer Services	Head Office	Head Office (ICICI Bank) - India
Customer Care Services	Call Center (24x7) - India, 1800-121-1212	Call Center (24x7) - Overseas (24x7) - India, 1800-121-1212
	Business/Service Centers (24x7)	Business/Service Centers (24x7) - Overseas (24x7) - India, 1800-121-1212
Site Information	Payment/Service Center (24x7) - India, 1800-121-1212	Payment/Service Center (24x7) - Overseas (24x7) - India, 1800-121-1212
Web Services/Tools	Payment/Service Center (24x7) - India, 1800-121-1212	Payment/Service Center (24x7) - Overseas (24x7) - India, 1800-121-1212

The screenshot shows a web browser window with the address bar displaying 'https://www.icicibank.com/'. The page header features the 'PRIVILEGE' logo and the 'ICICI Bank' logo. The main content area displays the message 'Payment Successful' in a large, bold, red font. Below this, the text 'Your payment of INR 12.00 has been made successfully to State Bank Of India - INR (SBI, 5536 8912)' is shown. Further down, the 'Your Merchant Reference Number is 563024524474' and 'Your Transaction Reference Number is 1445552148' are listed. A note at the bottom states: 'Kindly wait while we push in your payment contribution to State Bank Of India - INR (SBI, 5536 8912)'. A 'Please Note' section at the bottom explains that the transaction status is pending and provides instructions to verify the merchant and transaction reference numbers.

Payment Successful

Your payment of INR 12.00 has been made successfully to State Bank Of India - INR (SBI, 5536 8912)

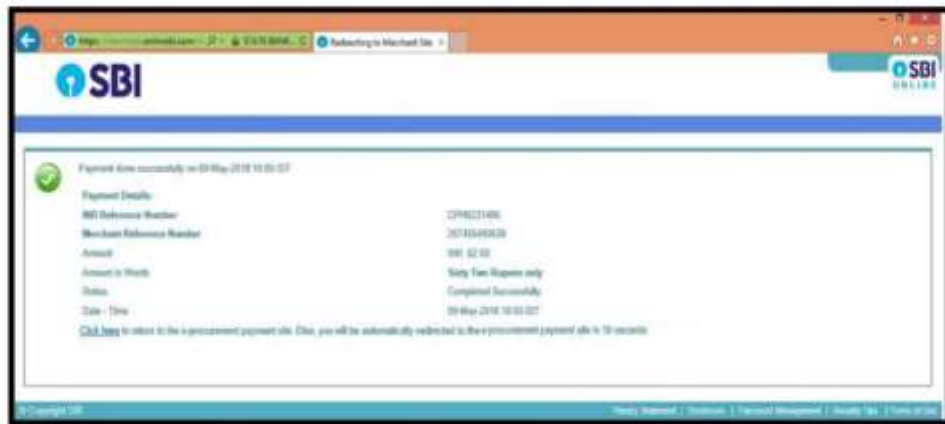
Your Merchant Reference Number is 563024524474

Your Transaction Reference Number is 1445552148

Kindly wait while we push in your payment contribution to State Bank Of India - INR (SBI, 5536 8912)

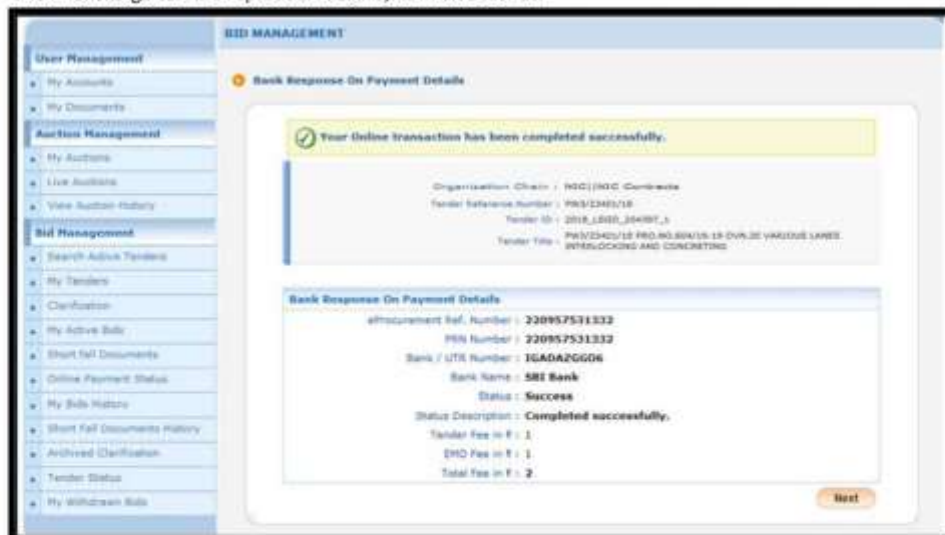
Please Note: The only transaction status appears, please verify the merchant and verify the Merchant Reference Number mentioned above.

- iii. After, successful payment, system will direct you to payment confirmation page.



- iv. As in below, you will receive bank response immediately by verifying the payment status, whether Success or not. In case, payment was debited from account and further, **Payment Failure** is shown, immediately contact the eProcurement helpdesk, for resolution, before tender closing time.

Click **Next** to go to Bid Preparation details, as in screenshot.



BID MANAGEMENT

User Management

My Accounts

My Document

Auction Management

My Auctions

Active Auctions

View Auction History

Bid Management

Search Active Tenders

My Tenders

Clarification

My Active Bids

Bid Opening (Score)

View Bid Documents

Bidding Payment Status

My Bid History

View Bid Documents History

Archived Clarification

Tender Status

My Withdrawn Bids

My Tenders

2018_032TH_003916_2

Transaction History

Organization Chain : NCC/NIC Contracts

Tender Reference Number : PW3/23401/18

Tender ID : 2018_032TH_004397_1

Tender Title : PW3/23401/18 PKD-NO.604/15-19 DYN.30 VARIOUS LAMES INTERLOCKING AND CONCRETING

Bid Provider List

S.No	Bid Provider	Action
1	Audite	

Bid Payment Details

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid	Paid Fee
1	Tender Fee	3.00 (INR)	0.00	3.00	3.00 (INR)
2	Bid Fee	3.00 (INR)	0.00	3.00	3.00 (INR)

Exempt/Upload

(i) Bidders may choose the type of transaction and proceed for payment.



(ii) Please click the check Box to proceed to the payment and click on the Confirm Button.



Disclaimer Clause



SBI does not have any control over third party websites and accepts no responsibility or liability for any of the material contained on these servers. You will be using such third party websites at your own risk and responsibility and SBI will not be responsible for any loss, damage, costs & charges, direct or indirect incurred by you, arising out of or in connection with your access to the external website or for any deficiency in the products and services of the third party or for the failure or disruption of the website of the third party.

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☐ I have read and accepted the terms and conditions stated above.
(Click Check Box to proceed for payment)

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- (iii) Please ensure that your account has sufficient balance, before proceeding further. After checking the same, Click **Confirm** button as below, to transfer payment.





You are at: 18-Sep-2018 (T-46:07)

e-procurement payment

Payment details	
Reference Number	HTT2180338
Department ID	AAA
EMD Amount	3
Sender Fee	2
RSS Fee	8
Amount	3
Amount in words	Three Rupees only

[Click here](#) to alert the transaction and return to the e-procurement payment site.

 Mandatory fields are marked with an asterisk (*)

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Privacy Statement | Disclaimer | Payment Management | Search Page | Home of the

(iv) Click **Confirm** button as below, to transfer payment.

SBI


Next step visit: 10-Sep-2013 11:45:57

e-procurement payment

 Payment details

Reference Number	11729/03/05
Department ID	AAH
EST Amount	3
Tender Fee	2
MSL Fee	0
Amount	5
Amount in words	Five Rupees only

[Details](#)

 * Mandatory fields are marked with an asterisk (*)

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 [Payment Information](#) |
 [Security Tips](#) |
 [Terms of Use](#)

(v) The challan is generated after successful transaction.

[illegible]

(vi) The Downloaded challan of the e-procurement RTGS/NEFT Remittance Information

e-procurement payment RTGS/NEFT Remittance Information Form	
Beneficiary Details	
Beneficiary Account Number (to be entered as it appears)	PSEGACPJ8923167
Amount	Rs. 5
Amount In Words	Five Rupees only
Beneficiary Bank	State Bank of India
Beneficiary IFSC Code	SBIN0017676
Name and Address	e-procurement payment
Beneficiary Reference No	117725193139
Instructions for remitting Banks: <ol style="list-style-type: none"> This form is valid for remittance through non-SBI branches. Beneficiary account no. is alpha-numeric and case sensitive. It should be entered as it appears above. Amount to be remitted should not be higher or lesser and should be the same as shown above. 	
Note for Bidders: <ol style="list-style-type: none"> Bidder should ensure that account no. entered during RTGS/NEFT remittance at any bank counter or Internet banking site is the same as it appears in this remittance form. Bidder should not truncate or add any other detail to the above account number. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for RTGS/NEFT remittance. Account to Account transfers or Cash payments are not allowed and are invalid mode of payments. Hence, this remittance form is to be used only for RTGS or NEFT payment. Bidder should ensure that tender document fees and EMD are remitted as one single transaction and not separate. The remittance should be within the prescribed time and as per the terms and conditions specified in tender. Please ensure the correctness of details inputted while remittance through RTGS/NEFT. Please also ensure that your banker keys in the Account Number (which is case sensitive) as displayed in this form. SBI and Merchant Bankers may not support RTGS/NEFT remittance. For RTGS, the purpose should not be relevant for Therefore, bidders should ensure that the purpose is entered before date and time for submission of tender. Bids for which Payment is received after closing date/time for submission of tender/bid would be rejected. 	

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division


161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

- To,
- (1) Secretaries of All Ministries/ Departments of Government of India
 - (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

- 6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

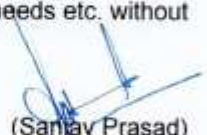
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

"/s/

Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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LETTER OF UNDERTAKING FOR NON-RESTRICTION FROM BIDDING

(Scanned copy to be submitted by Bidder in PQQ Bid, Pack-2 on letter head of the Company / Firm)

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

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

- 1) I am competent to swear this undertaking on behalf of M/s _____ (Name of company / Firm).
- 2) I have read the Order(s) on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order(s).
- 3) I certify that M/s _____ (Name of company / Firm) is not from such a country / is from such a country, has been registered with the Competent Authority (strike out whichever is not applicable). I hereby certify that M/s _____ (Name of company / Firm) fulfils all requirements in this regard and is eligible to be considered [Where applicable, evidence of valid registration with the Competent Authority is attached].
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s _____ (Name of company / Firm) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Procurement Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

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

Date:
Place:

CHECKLIST FOR SUBMISSION OF PACK-1 BID

(Scanned copy to be submitted by Bidder in Pack-1 on letter head of the Company / Firm)

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

S. No.	Description/Statement	Compliance
1.	Details of Tender Fee paid.	Submitted Online, Transaction ID: _____, Date of Transaction: _____ (Document Reference/Page No. _____)
2.	Details of EMD	<i>Earnest Money Deposit.</i> i. Submitted online, Transaction ID: _____ Date of Transaction: _____ (Document Reference/Page No. _____) OR ii. Submitted in form of Bank Guarantee. • Bank Guarantee No.: - _____ • Date of Issue: - _____ • Issuing Bank: - _____ • Amount of BG: - _____ • Validity of BG: - _____ (Document Reference/Page No. _____) OR MSE/NSIC Registration Certificate (In case EMD exemption claimed). (Document Reference/Page No. _____)
3.	Has the bidder submitted Letter of Undertaking for Unconditional Acceptance as per Annexure - I(A) ?	Yes/No (Document Reference/Page No. _____)
4.	Has the bidder submitted Letter of Undertaking regarding debarment / blacklisting / restraintment as per Annexure - I(B) ?	Yes/No (Document Reference/Page No. _____)
5.	Has the bidder submitted Power of Attorney as per Annexure - XXXII (if applicable)?	Yes/No/Not Applicable (Document Reference/Page No. _____)
6.	Has the bidder submitted Duly filled and signed Pre-Contract Integrity Pact duly signed by authorized signatory and witness as per Annexure - XII ?	Yes/No (Document Reference/Page No. _____)
7.	Has the bidder read all the Sections, Annexures content, corrigendum in this tender and Pre-Bid queries replies (if any)?	Yes/No

CHECKLIST FOR SUBMISSION OF PQQ BID

(Scanned copy to be submitted by Bidder in PQQ Bid, Pack-2 on letter head of the Company / Firm)

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

1.0	Details of Bidder/Manufacturer	
1.1	Name & Registered office address of the Bidder/Manufacturer	<div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div>
	Manufacturing Facility/Work address of the Bidder/Manufacturer.	
1.2	Has the bidder uploaded Valid Certificate of Incorporation for Public / Private Limited Company / firm issued by Appropriate Authority? Registered partnership deed in case of Partnership firm, as sought in Para 15.1.1 of SECTION-A?	Yes/No (Document Reference/Page No._____)
2.0	Confirmation whether the bidder firm is: OEM	
2.1	In case the bidder is OEM of offered equipment, has the bidder uploaded proof of OEM as per documents mentioned in Para 15.2.2 (<i>as per the case of participation of bidder</i>) and declaration from Authorized Signatory as per Annexure - XXV ?	Yes/No (Document Reference/Page No._____)
3.0	Has the bidder who belongs to a country sharing land border with India, uploaded Registration Certificate issued by the Competent Authority as mentioned in Para 15.1.3 of SECTION-A along with Letter of Undertaking for Non- restriction from bidding as per Annexure - XXII .	Yes/No (Document Reference/Page No._____)
4.0	Is the bidder participating under — <i>Make in India scheme</i> ? If yes, has the bidder uploaded documents, as sought in Para 15.1.4 of SECTION-A?	Yes/ No (Document Reference/Page No._____)
5.0	Is the bidder a registered firm in India or in any other country?	Bidder firm is registered in India or _____(Specify Country) Credentials as Indian/Foreign registered bidder firm enclosed. (Document Reference/Page No.____)
5.1	Has the Indian bidder firms and Foreign Firms (<i>having permanent establishment in India</i>) have uploaded the Copy of PAN & GST Registration Certificate, as sought in Para 15.1.5 of SECTION-A?	PAN: _____ GST Reg. No.: _____ (Document Reference/Page No._____)
6.0	Experience details as per Tender Para 15.2 of SECTION-A.	
Details of the documents required for experience under Tender Para 15.2, Sub Para 15.2.2 of SECTION-A:		
6.1	Work No. 1	

6.1.1	Documents as per Para 15.2.2 (if applicable)	(Document Reference/Page No._____)
6.1.2	TDS Certificates / other documents as per Para 15.2.3 (if applicable)	(Document Reference/Page No._____)
6.1.3	Completion Certificate as per Proforma in Para 15.2.4	(Document Reference/Page No._____)
6.2	Work No. 2	
6.2.1	Documents as per Para 15.2.2 (if applicable)	(Document Reference/Page No._____)
6.2.2	TDS Certificates / other documents as per Para 15.2.3 (if applicable)	(Document Reference/Page No._____)
6.2.3	Completion Certificate as per Proforma in Para 15.2.4	(Document Reference/Page No._____)
6.3	Work No. 3	
6.3.1	Documents as per Para 15.2.2 (if applicable)	(Document Reference/Page No._____)
6.3.2	TDS Certificates / other documents as per Para 15.2.3 (if applicable)	(Document Reference/Page No._____)
6.3.3	Completion Certificate as per Proforma in Para 15.2.4	(Document Reference/Page No._____)
6.4	Details of other supplies (if any) for claiming of multiple orders under experience criteria (Para 15.2.1 of SECTION-A) in same Proforma as sought above.	
7.0	Annual Financial Turnover under Para 15.3 of SECTION-A	Enclosed Balance Sheet with Profit & Loss Account and Annual Turnover certified by Chartered Accountant. (Document Reference/Page No. _____)
7.1	Financial Year 2021-22 (F.Y ending in March 2022) Or Year 2021 (F.Y ending in December 2021)	(In INR (₹)/ USD \$ /Euro €)
7.2	Financial Year 2022-23 (F.Y ending in March 2023) Or Year 2022 (F.Y ending in December 2022)	(In INR (₹)/ USD \$ /Euro €)
7.3	Financial Year 2023-24 (F.Y ending in March 2024) Or Year 2023 (F.Y ending in December 2023)	(In INR (₹)/ USD \$ /Euro €)
7.4	Average Turnover	(In INR (₹)/ USD \$ /Euro €)
7.5	Has the Bidder submitted all the Certificates with UDIN as sought in Para 15.1.4 and Para 15.3.3 of SECTION-A of this tender?	Yes/No/Not Applicable (Document Reference/Page No._____)
8.0	Has the bidder submitted documents for 100% Indian Subsidiary / Branch of Foreign Parent Company utilizing credentials of Foreign Parent Company (if applicable) as per Para 15.2.5 ?	Yes/No/Not Applicable (Document Reference/Page No._____)
9.0	Has the bidder submitted Self-Certificate for resources as sought in Para 15.4 of SECTION-A?	Yes/No (Document Reference/Page No._____)
10.0	Documents associated with Indian Associate / Partner or Indian Subsidiary Company / Branch under Para 15.5, Sub Para 15.5.3 of SECTION-A: -	
10.1	Has the bidder submitted Valid Certificate of Incorporation for Public / Private Limited Company/ firm issued by appropriate authority? Registered partnership deed in case of Partnership firm, as sought in (a) of Para 15.5.3 of SECTION-A.	Yes/No (Document Reference/Page No._____)
10.2	Has the bidder submitted Industry Registration Certificate issued by appropriate authority as sought in (b) of Para 15.5.3 of SECTION-A.	Yes/No (Document Reference/Page No._____)

10.3	Has the bidder submitted Self-certification from Indian Associate / Partner or Indian Subsidiary Company / Branch that they have adequate infrastructure, resources and trained manpower for carrying out CAMC for total period of 10 (Ten) years including the Defect Liability Period of 02 (two) years and 08 (eight) years thereafter, as sought in (c) of Para 15.5.3 of SECTION-A.	Yes/No (Document Reference/Page No._____)
10.4	Has the bidder submitted Permanent Account Number (PAN) issued by Income Tax Dept. as sought in (d) of Para 15.5.3 of SECTION-A.	Yes/No (Document Reference/Page No._____)
10.5	Has the bidder submitted Registered partnership deed in case of Partnership firm as sought in (e) of Para 15.5.3 of SECTION-A.	Yes/No (Document Reference/Page No._____)
10.6	Has the bidder submitted Agreement or Memorandum of Association between Foreign OEM Contractor and Indian Associate / Partner (Not applicable for Indian Subsidiary Company / Branch) as sought in (f) of Para 15.5.3 of SECTION-A.	Yes/No (Document Reference/Page No._____)
10.7	Has the bidder submitted Copy of ESIC and EPF Registration Certificate as sought in (g) of Para 15.5.3 of SECTION-A.	Yes/No (Document Reference/Page No._____)
11.0	Details of the other documents required to be submitted in Pack-2 under Para 15.6 of Section A: -	
11.1	Has the bidder submitted Nil-Deviation Declaration as per Annexure - XXVII from the laid down requirement of Tender Document?	Yes/No (Document Reference/Page No._____)
11.2	Has the bidder uploaded digitally / duly signed copy of Tender Document as a proof that the bidder has read and understood the complete terms and condition of Tender as sought in Para 15.6.6 of SECTION-A?	Yes/No (Document Reference/Page No._____)
11.3	Has the bidder submitted Tender Form for execution of Work & Conditions as per Annexure - IX ?	Yes/No (Document Reference/Page No._____)
11.4	Has the bidder submitted Letter of Undertaking for GST as per Annexure - XIII ?	Yes/No (Document Reference/Page No._____)
12.0	Has the bidder numbered all pages of the submitted documents and enclosed an index page with document reference?	Yes/No
13.0	Has the bidder submitted document for Purchase Preference to Central Public Sector Undertaking as sought in Para 23 of SECTION-A?	Yes/No/Not Applicable (Document Reference/Page No._____)
14.0	Has the bidder submitted documents for Manufacturing under Technology Collaboration Agreement / Transfer of Technology Agreement as per Para 15.8.1 or Para 15.8.2 as per the applicable case of participation ?	Yes/No/Not Applicable (Document Reference/Page No._____)

I (_____) hereby declare that the information as stated above and the supporting documents uploaded are true and correct. In case any information/document is found fake/incorrect at any stage, suitable action as deemed fit by AAI can be taken against me.

Place:

Date:

Authorized Signatory of the bidder

CHECKLIST FOR SUBMISSION OF TECHNICAL BID**(Scanned copy to be submitted by Bidder in Technical Bid, Pack-3 on letter head of the Company / Firm)**

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

S. No.	Description/ Statement	Compliance
1.	Has the bidder submitted, statement of compliance for the offered Technical Specifications of the ARFFV / ACFT along with all accessories (Appendix-A and Appendix-I to Appendix-X) as stated in SECTION-D ?	Yes/No
2.	Has the bidder submitted the Letter of Undertaking that the Factory Acceptance Test (FAT) shall be as per NFPA-414: 2020 Annexure - V ?	Yes/No
3.	Has the bidder submitted, Letter of Undertaking regarding Availability of Spares as per Annexure - XV ?	Yes/No
4.	Has the bidder submitted, declaration in respect of NFPA-414: 2020 Compliance as per Annexure – XXVI ?	Yes/No
5.	Has the bidder submitted, NIL deviation statement in respect of Technical Specifications (SECTION-D)- as per Annexure - XXVIII ?	Yes/No
6.	Has the bidder submitted Self-Certificate in letter head assuming complete responsibility for the design, construction, and performance of all component parts of the complete vehicle and its accessories and that the completed vehicle shall meet the requirements of Tender Conditions as sought in Para 17.3.8 of SECTION-A?	Yes/No

I (_____) hereby declare that the information as stated above and the supporting documents uploaded are true and correct. In case any information/document is found fake/incorrect at any stage, suitable action as deemed fit by AAI can be taken against me.

Place:

Signature:

Date:

Authorized Signatory of the bidder

BANK GUARANTEE FOR EMD

(On Non-judicial stamp paper of Rs.100/-)

(Scanned copy to be submitted by Bidder in Pack-1 on letter head of the Company / Firm)

&

(Original copy to be submitted by Bidder in the O/o Bid Manager, before Bid Opening date)

Bank Guarantee

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

Dear Sir,

1. We _____ (full name of the banker) having our registered Office at _____ (Address of Bank's registered Office) hereby refer to the Tender No. _____ for _____ (Name of Work) issued by the Airports Authority of India as purchaser.
2. M/s _____ (fill in the name of bidder) has approached the bank for providing a Bank Guarantee for EMD for participation in said tender.
3. Under the terms of said tender, the Bidder is required to provide a Bank Guarantee in a form acceptable to the purchaser for the amount of Rs. (amount in figures) (Rupees.....) on account of EMD.
4. We, _____ (Name of the Bank hereby give this Bank Guarantee No. _____ dated _____ for an amount of Rs. (amount in figures) (Rupees.....) on account of EMD.
5. Upon default of the tender, we, _____ (Name of the bank), do hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Airports Authority of India or any Officer authorized by it on its behalf any amount not exceeding Rs. _____ (amount of EMD) (Rupees _____) (in words) to the Airports Authority of India on behalf of the Bidder.
6. The determination of the fact of breach and the amount of damages sustained and or liability under the guarantee shall be in the sole discretion of the purchaser whose decision shall be conclusive and binding on the guarantor.
7. This bank guarantee is confirmed and irrevocable and shall remain in effect until _____ (the validity shall be 06 (Six) months from the Date of Opening of **Pack-1** Bids) and such extended periods which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said tender.

Truly yours,
(Authorized Signatory of the Bank)

DECLARATION OF BIDDER FOR BEING AN ORIGINAL EQUIPMENT MANUFACTURER (OEM) OR 100% INDIAN SUBSIDIARY COMPANY / BRANCH OF FOREIGN PARENT COMPANY OR MANUFACTURING UNDER TECHNOLOGY COLLABORATION AGREEMENT / TRANSFER OF TECHNOLOGY AGREEMENT.

(Scanned copy to be submitted by Bidder in PQQ Bid, Pack-2 on letter head of the Company / Firm)

To,

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

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

Sir,

1. I/We, _____ (Manufacturer Name with Address) are established as manufacturer of Airfield Crash Fire Tender (ACFT) /Aircraft Rescue Fire Fighting Vehicles (ARFFV)/ having factory at _____(Address). In this regard, proof of being Original Equipment Manufacturer (OEM) as per documents mentioned in **Para 15.1.2** of SECTION-A of this Tender Document issued by respective Govt. Body / Chamber of Commerce is enclosed herewith.
2. I/We are participating in the tender as Original Equipment Manufacturer (OEM) or 100% Indian Subsidiary Company / Branch of Foreign Parent Company or manufacturing under Technology Collaboration Agreement / Transfer of Technology Agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in Local Content in India (*Tick the applicable*).
3. I / We are participating in the tender as “**Class-I Local Supplier / Class-II Local Supplier / Non-Local Supplier**” (*Tick the applicable*) as defined under Public Procurement Policy (Preference to Make in India), Order 2017 dated 19.07.2024 or as amended up to the last date of submission of bid”, notified by Government of India, Ministry of Commerce and Industry, Department of Promotion of Industrial and Internal Trade (Policy Procurement Section).
4. I/We confirm and undertake that, no Company or firm or individuals other than M/s. _____ (Bidder Name) is authorized to bid, and conclude the Contract in this tender.
5. I/We confirm and undertake that the ACFTs / ARFFVs shall be manufactured and supplied as per published tender specifications.

6. I/We also confirm and undertake to provide CAMC for a total period of 10 (Ten) years including the Defect Liability Period of 02 (Two) years and 08 (Eight) years thereafter for the offered product, and shall ensure availability of product spares, sales, service and support for a minimum period of 10 (Ten) years in India after expiry of Defect Liability Period on a continuous basis.

Thanking you,

Dated:

Yours faithfully,

Signature of the Authorized signatory of OEM

Name & Address of Agency:

Telephone:

Email:

Stamp

DECLARATION IN RESPECT OF NFPA-414: 2020 COMPLIANCE

(Scanned copy to be submitted by Bidder in Technical Bid, Pack-3 on letter head of the Company / Firm)

To,

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

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

Sir,

We hereby undertake that “Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue & Fire Fighting Vehicles (ARFFVs)” intended to be supplied by us, under this tender shall meet all the requirements of NFPA-414: 2020 (Standard for Aircraft Rescue and Fire-Fighting Vehicles) latest edition.

Date:

Place:

Company's Seal

Signature of Bidder with

NIL- DEVIATION DECLARATION FROM THE LAID DOWN REQUIREMENT OF TENDER DOCUMENT

(Scanned copy to be submitted by Bidder in PQQ Bid, Pack-2 on letter head of the Company / Firm)

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

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

Dear Sir,

We hereby state that we have studied the subject tender completely and we have Nil / No Deviation towards any and all contents / clause / paras of the subject Tender Document and its Corrigendum's.

Thanking you,

Signature of Bidder with Company's seal

NIL- DEVIATION DECLARATION IN RESPECT OF TECHNICAL SPECIFICATIONS

(Scanned copy to be submitted by Bidder in Technical Bid, Pack-3 on letter head of the Company / Firm)

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

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

Dear Sir,

We hereby duly state that we have studied the technical specifications of Tender Document (*SECTION-D*) and its Corrigendum's thoroughly and we have Nil / No Deviation in respect of Technical Specifications of the subject Tender Document and its Corrigendum's.

Thanking you,

Signature of Bidder with Company's seal

REQUEST LETTER: TRANSMISSION OF BANK GUARANTEE COVER MESSAGE

(To be submitted by applicant to BG issuing bank)

Date:

The Manager,
..... (Bank)
..... (Branch)

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

Dear Sir /Ma'am,

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

Thanking you,

.....
(Bidder/Contractor/Concessionaire)

LETTER OF UNDERTAKING FOR PARENT COMPANY

(Scanned copy to be submitted in PQQ Bid, Pack-2 on letter head of the Tenderer's Ultimate Parent Company)

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

Dear Sirs,

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

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

1. We guarantee that our Indian Subsidiary Company / Branch as TENDERER shall duly perform all its obligations contained in the AGREEMENT.
2. We shall provide all required technical support, technical knowhow and will take full responsibility and liability of bidding by their Indian Subsidiary Company / Branch or branch till the successful completion of Contract period.
3. If our Indian Subsidiary Company / Branch as TENDERER shall in any respect fail to perform its obligations under AGREEMENT or shall commit any breach thereof, we undertake, on simple demand by AAI, to perform or to take whatever steps may be necessary to achieve Performance of said obligations under AGREEMENT and shall indemnify and keep indemnified AAI against any loss, damages, claims, costs and expenses which may be incurred by AAI by reason of any such failure or breach on the part of our Indian Subsidiary Company / Branch as TENDERER.

4. Our guarantee and undertaking hereunder shall be unconditional and irrevocable and, without prejudice to the generality of the foregoing, we shall not be released or discharged from our liability hereunder by:
- a) Any waiver of forbearance by AAI of or in respect of any of our Indian Subsidiary Company / Branch as TENDERER's obligations under AGREEMENT whether as to payment, time, Performance or otherwise howsoever or by any failure by AAI to enforce AGREEMENT or this instrument, or
 - b) Any alteration to, addition to or deletion from AGREEMENT or the scope of the services to be performed under AGREEMENT or
 - c) Any change in the shareholding relationship between ourselves and our Indian Subsidiary Company / Branch as TENDERER and our guarantee and undertakings hereunder shall continue in force until all our Indian Subsidiary Company / Branch as TENDERER's obligations under AGREEMENT and all our obligations hereunder have been duly performed.
5. This document shall be construed and take effect in accordance with the laws of the Republic of India.

Yours faithfully,

Signed : _____
Name & Designation : _____
Date : _____

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

LETTER OF AUTHORIZATION FOR ATTENDING PRE-BID CONFERENCE / MEETING

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

Bidder's Name _____
[Address and Contact Details]
Bidder's Reference No. _____
Date.....

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

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

Subject: Authorization for attending Pre-Bid Conference / Meeting on _____ (date).

Following persons are hereby authorized to attend the Pre-Bid Conference / Meeting for the tender mentioned above on behalf of _____
(Bidder) in order of preference given below: -

S. No.	Name	Government Photo ID Type/ Number
I.		
II.		
Alternate Representative		

Note:

- i. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-Bid Conference / Meeting. An alternate representative shall be permitted when regular representatives are not able to attend.
- ii. Permission to enter Pre-Bid Conference / Meeting venue or join the Pre-Bid Conference / Meeting through Video Conference (VC) may be refused if authorization as prescribed above is not submitted.

Signatures of bidder or Officer authorized to sign the Bid Documents on behalf of the Bidder

[Name and Address of Bidder and seal of the company]

POWER OF ATTORNEY FOR THE AUTHORIZED PERSON(S)

(Scanned copy to be submitted by Bidder in Pack-1, if applicable)

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

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY executed on _____ we _____, a Company incorporated under the provisions of companies Act, 1956 / OR (in case of Overseas Company- reference may please be made to Company registering authority in that country) having its Registered Office at _____ (hereinafter referred to as the “Company”) do hereby severally appoint, constitute and nominate _____, official(s) of the Company, so long as they are in the employment of the Company (hereinafter referred to as the -“Attorneys”) to sign agreement and documents with regard to Tender Id No. _____ due on _____ invited by Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi – 110 003 for “Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue & Fire Fighting Vehicles (ARFFVs) of 10,000 Litres Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India”. and to do all other acts, deeds and things the said Attorneys may consider expedient to enforce and secure fulfilment of any such agreement in the name and on behalf of the Company.

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

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

By order of the Board

For _____
(_____)
Authorized Signatory

Witness:

Name & Signature of 1st Witness: _____

Name & Signature of 2nd Witness _____

Attorney Signature of Mr. _____

Attorney Signature of Mr. _____

(Attested)
(_____)
Authorized Signatory

CONSENT LETTER

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

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

Sir / Madam,

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

Thanking you,

(_____)

Authorized signatory of

Encl: As above

SAMPLE DEED OF NOVATION

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

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

Whereas:

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

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

1. On the COD (as defined in the Concession Agreement), the Novated Agreement shall stand novated such that:
 - (a) The Authority shall be replaced by the Concessionaire;
 - (b) The Counterparty shall henceforth enforce its rights against and perform its obligations for the benefit of the Concessionaire in place of the Authority under the Novated Agreement; and
 - (c) The Concessionaire shall henceforth acquire all the rights and obligations of the Authority under the Novated Agreement.
2. As between the Concessionaire and the Counterparty, the Novated Agreement shall remain in force on the same terms and conditions as before, save for the novation as set out in Clause 1.

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

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

For and on Behalf of the Authority:

[.]

For and on Behalf of the Concessionaire:

[.]

For and on Behalf of the Counterparty:

[.]

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

LETTER OF UNDERTAKING TO BE SUBMITTED BY FOREIGN OEM HAVING TECHNOLOGY COLLABORATION AGREEMENT / TRANSFER OF TECHNOLOGY AGREEMENT WITH INDIAN ASSOCIATE / PARTNER

(Scanned copy to be submitted by Bidder in PQQ Bid, Pack-2 on letter head of Foreign OEM)

To,
The Dy. General Manager (Tech.)
Airports Authority of India,
O/o Executive Director (Tech.)
AAI Office Complex, Safdarjung Airport,
New Delhi - 110 003, India

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

Dear Sir,

We refer to the accompanying Tender for the subject mentioned work ("WORK") by (____Name and address of Indian Bidder____) ("TENDERER").

We (____Name and address of Foreign OEM _____) are the Foreign OEM under this Work.

We hereby certify that M/s. (____Name and address of Indian Bidder____) ("TENDERER") is manufacturing the "Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue & Fire Fighting Vehicles (ARFFVs)" through local value addition in India under Technology Collaboration agreement / Transfer of Technology agreement from M/s (____Name of Foreign OEM _____) with clear phasing in increase in Local Content.

We hereby give our consent to use our Work Experience by (____Name of Indian Bidder____) ("TENDERER") for the above referred tender.

In the event of (____Name of Indian Bidder____) ("TENDERER") becoming successful bidder and in consideration of AAI entering into such Contract ("AGREEMENT"), we do hereby undertake for the followings: -

We hereby undertake that we will ensure Supply of necessary spare parts of our item/equipment supplied by Indian Bidder to AAI for minimum period of 10 years after 02 Years of Defect Liability Period and will provide full technical assistance to AAI to rectify any item/equipment / system failure on our item/equipment / system supplied to AAI by (____Name of Indian Bidder____) ("TENDERER"), and /or our self without any additional

cost (except cost of spares) as & when required by AAI during & after the expiry of Defect Liability Period (DLP).

Yours Faithfully,

Sign:

Name & Designation

Date

Place

Rubber Stamp

(Foreign OEM)

**LETTER OF UNDERTAKING TO BE SUBMITTED BY INDIAN ASSOCIATE / PARTNER
HAVING TECHNOLOGY COLLABORATION AGREEMENT / TRANSFER OF
TECHNOLOGY AGREEMENT WITH FOREIGN OEM**

(Scanned copy to be submitted by Bidder in PQQ Bid, Pack-2 on letter head of Indian bidder)

To,
The Dy. General Manager (Tech.)
Airports Authority of India,
O/o Executive Director (Tech.)
AAI Office Complex, Safdarjung Airport,
New Delhi - 110 003, India

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

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

- 1) I / We am / are competent to swear this undertaking on behalf of M/s _____
(Name of Indian Bidder).
- 2) I/We hereby undertake that I / We are indigenous manufacturing the _____ “Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue & Fire Fighting Vehicles (ARFFVs)” through local value addition in India under Technology Collaboration Agreement / Transfer of Technology Agreement with _____ (Name of Foreign OEM) with clear phasing in increase in Local Content. The copy of agreement is attached.
- 3) The address(es) of Manufacturing Facility(ies) in India, where “Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue & Fire Fighting Vehicles (ARFFVs)” are manufacturing, is / are _____ (Complete address(es) of Manufacturing facility(ies) in India).

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

Date:
Place:

SITE ACCEPTANCE TEST (SAT) CERTIFICATE

Name of work: Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue and Fire Fighting Vehicles (ARFFVs) of 10,000 Liters Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India.

Tender ID: 2025 _AAI_231175_1

Para No.	Technical Specification	Parameter	Test Result
4.1.1(a)	Fully Loaded Vehicle (ACFT-Chassis) Performance Parameters:		
	9. Wall-to-wall turning diameter	<Three times the vehicle's overall length	
	10. Maximum acceleration time from 0 to 80 kmph (seconds)	35	
	11. Top speed (kmph)	≥110	
	12. Service brake: Stopping distance		
	i. From 32 kmph	≤ 12 m	
	ii. From 64 kmph	≤ 49 m	
4.1.1(b)	Fully Loaded Vehicle (ACFT - Fire Fighting Systems) Performance Parameters		
	3. Roof turret (monitor) discharge- at full flow		
	b. Stream pattern/distances:		
	i. Straight/far point (m)	≥ 85	
	ii. Dispersed/far point (m)	≥ 22	
	iii. Dispersed/width (m)	≥ 11	
	4. Bumper Turret		
	b. Stream pattern/distances:		
	i. Straight/far point (m)	≥ 46	
	ii. Dispersed/far point (m)	≥ 15	
	iii. Dispersed/width (m)	≥ 9	
	5. Ground sweep nozzle		
	a. Number of nozzles	2	
	c. Dispersed pattern distances:		
	i. Far point (m)	≥ 9	
	ii. Width (m)	≥ 3.5	
	8. Foam hand line:		
	b. Straight stream distance (m)	≥ 25	
	c. Dispersed stream pattern		
	i. Range (m)	≥ 6	
	ii. Width (m)	≥ 4.5	
	d. Hose inside diameter (mm)	63	
	e. Hose length (m)	≥ 30	
	9. Reeled water/foam hand line (first aid hose reel)		
	c. Straight stream distance (m)	≥ 20	
	d. Dispersed stream pattern		
	i. Range (m)	≥ 6	
	ii. Width (m)	≥ 4.5	

NOTE: - Training for Technical & Fire staff has been conducted fromto

Signature (Supplier Representative): _____

Name:
Designation:

AAI: HOD(Tech) Sign _____
Name:
Designation:

HOD(Fire): _____
Name:
Designation:

Verification by Regional HOD(Tech)/Metro Airport HOD(Tech)

Recommendation clearly indicating for release of payment.

**ADDITIONAL BANK GUARANTEE (BANK GUARANTEE BOND) ON ACCOUNT OF
IMPORTED GOODS / ITEMS OR SUB-ASSEMBLIES OF ACFTs / ARFFVs**

To be submitted by Contractor for manufacturing of ACFT / ARFFV through “local value addition in India” and opted **Para 2.12.3.1** for release of payment to Contractor

**(To be stamped in accordance with stamp Act)
(The non-judicial stamp paper should be in the name of issuing bank)**

Bank Guarantee

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

Dear Sir,

1. We _____ (full name of the banker) having our registered Office at _____ (Address of Bank 's registered Office) hereby refer to the Tender Id No. _____ for “Supply of 38 Nos. Airfield Crash Fire Tender (ACFTs) / Aircraft Rescue & Fire Fighting Vehicles (ARFFVs) of 10,000 Litres Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years of Defect Liability Period for use at various Airports in India” issued by the Airports Authority of India as purchaser.
2. M/s. _____ (fill in the name of Contractor) has approached the bank for providing a Bank Guarantee on account of imported goods / items or sub-assemblies of ACFTs / ARFFVs at the factory premises..... (address of factory in India) of their Indian Associate / Partner OR the Contractor itself (whichever applicable) for manufacturing of ACFT / ARFFV through “local value addition in India” in said tender.
3. Under the terms of said tender, the Contractor is required to provide a bank guarantee in a form acceptable to the purchaser for the amount of Rs. (amount in figures) (Rupees.....) on account of imported goods / items or sub-assemblies of ACFTs / ARFFVs.
4. We _____ (Name of the Bank hereby give this Bank Guarantee No. _____ dated _____ for an amount of Rs. (amount in figures) (Rupees.....) on account of imported goods / items or sub-assemblies of ACFTs / ARFFVs.
5. Upon default of the tender, we, _____ (Name of the bank), do hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Airports Authority of India or any Officer authorized by it on its behalf any amount not exceeding Rs. _____ (amount of imported goods / items or sub-

assemblies of ACFTs / ARFFVs) (Rupees _____)
_____ (in words) to the Airports Authority of India on
behalf of the Bidder.

6. The determination of the fact of breach and the amount of damages sustained and or liability under the guarantee shall be in the sole discretion of the purchaser whose decision shall be conclusive and binding on the guarantor.
7. This bank guarantee is confirmed and irrevocable and shall remain in effect until _____ (The validity shall be 30 (Thirty) days beyond the date of delivery of the last ACFT/ ARFFV at site i.e. Consignee Airports under the supplied lot by the Indian Associate / Partner of Contractor OR the Contractor itself (whichever applicable)) and such extended periods which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said tender.

Truly yours,
(Authorized Signatory of the Bank)

END OF DOCUMENT