

# AAI Cargo Logistics & Allied Services Company

# Supply, Installation, Commissioning And Maintenance of MPLS connectivity from CHQ AICLAS to all approx. 26 AAICLAS locations for Three years

**Ref Number:** 

Date: 23.09.2019

Amount: Rs. 1180/-

**AAICLAS-AAI Cargo Logistics & Allied Services Company LTD** 

**AAICLAS COMPLEX** 

Flying Club Rd, Safdarjung Airport

New Delhi-10003

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# Glossary

Terms	Definitions
AAICLAS	AAI Cargo Logistics & Allied Services Ltd.
CHQ	Central Head Quarters
ІТ	Information Technology
RFP	Request for Proposal
EMD	Earnest Money Deposit
SLA	Service Level Agreement
PBG	Performance Bank Guarantee
MoCA	Ministry of Civil Aviation
GCC	General Condition of Contract
BOM, BOQ	Bill of Material, Bill of Quantity
SA	Software Assurance
AAI	Airport Authority of India
PAT	Point at Stations
UASL	United Access Service License
NDL	National Long Distance
DOT	Department of Telecommunication
MPLS, WAN, LAN	Multi Protocol Label Switching, Wide Area Network, Local Area Network

# Section: 1 Invitation for Proposal

# 1. Invitation for Proposal

Supply, Installation, Commissioning and Maintenance of Internet line and MPLS based connectivity at AAICLAS CHQ-Delhi to all approx. 26 locations for three years to be paid quarterly. The RFP document is placed at AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.'s website <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> Bidder/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study/feasibility study and examination of this document with full understanding of its terms, conditions and implications.

Prospective bidders are advised to check the prequalification criteria before purchase of bids. This RFP document is not transferable and the name of the bidder who purchases and submits the same bid shall be unchanged.

# 1.1. Key Events and Dates

SNO	Information	Details
1	Advertising Date	23rd Sept, 2019,
2	Sale Date/RFP Download Date	23rd Sept 2019, 03.30 PM to 15 <sup>th</sup> Oct 2019, 03.00 PM
3	Last Date to Send in Requests/Queries/Requests For Clarifications	27 <sup>th</sup> Sept 2019, 6 PM
4	Last Date To Reply For Queries/Clarifications	07 <sup>th</sup> Oct 2019, 6 PM
5	Release of Response to Clarifications would be available at	CPP eTender Portal under AAICLAS  "https://etenders.gov.in/eprocure/app"
6	Last Date (Deadline) For Submission Of Bids	15 <sup>th</sup> Oct, 2019, 03.00 PM
7	Date, Time & Place of Opening of Technical Bid	16 <sup>th</sup> Oct, 2019, 03.00 PM AAICLAS COMPLEX, AAICLAS Conference Room, Flying Club Rd, New Delhi
7	Date, Time & Place of Opening of Financial Bid	Will be intimated later to qualified respondents
8	Reverse Action Date & Time	To be intimated Later.
9	Tender can be downloaded from	"https://etenders.gov.in/eprocure/app"

#### 1.2. Information Related to Bid

SNO	Information Related To Bid	Details
1	Earnest Money Deposit (EMD) in the form of a Demand Draft in favour of "AAI	INR 1,20,000 (Rupees One Lakh Twenty
	Cargo Logistics and Allied Services Company Ltd.', payable at New Delhi.	Thousand Only)
2	Bid Validity Period	(180) One-hundred-and-eighty days from the
		date of opening of Financial Bid
3	Last date for furnishing Performance Security to AAI CARGO LOGISTICS &	Within fifteen (15) working days from the date
	ALLIED SERVICES COMPANY LTD. (By successful bidder)	of award of contract by AAI CARGO LOGISTICS
		& ALLIED SERVICES COMPANY LTD
4	Performance Security value (Performance Bank Guarantee)	10% of contract value/ Bid value of the
		successful bidder
5	Performance Bank Guarantee (PBG) validity period	PBG should be valid till for 180 days from the
		end of contract
6	Last date for signing contract	As intimated in work order of AAI CARGO
		LOGISTICS & ALLIED SERVICES COMPANY LTD.

# A. Important Notes for Bidders:

- All queries by bidders may be referred to AAICLAS through Central Public Procurement Portal (URL http://etenders.gov.in/eprocure/app) only using CPP portal under reference, before due date and time for receipt of queries by AAI. The queries submitted to AAI by means other than the CPP portal will not be replied.
- 2. Any queries received after the stipulated "last date of receipt of queries by AAI" will not be considered for reply.
- 3. Bidders shall quote only prices in the prescribed BOQ format (which is in excel format) on CPP portal.
- 4. The bidders are required to submit soft copies of their bids electronically on the CPP eTender 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 <a href="http://etenders.gov.in/eprocure/app">http://etenders.gov.in/eprocure/app</a>.

# B. REGISTRATION Into CPP eTender Portal (Information To Bidders):

- a. Bidders are required to enrol/Register on the e-Procurement module of the Central Public Procurement Portal (URL "http://etenders.gov.in/eprocure/app") by clicking on the link "Click here to Enroll" on the CPP Portal Enrolment which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. 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.
- d. 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.
- e. 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.
- f. 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

# C. PROCESS FOR REVERSE AUCTION (Information To Bidders):

- 1. Reverse Auction will be conducted with techno commercially acceptable vendors/ tenderers
- 3. In case of submission of erroneous OR incorrect financial bid (BOQ) which led to the rejection of the bid, total bid submitted by the vendor / tenderer, will be summarily rejected even if the vendor / tenderer participated in reverse auction.
- 4. Reverse action process shall be conducted as per guidelines available & through e-Procurement Portal at http://etenders.gov.in/eprocure/app.
- 5. Reverse Auction will be conducted after financial bid opening on L1 price, where-in only L1 item wise price shall be visible to the purchaser. (Vendor details shall not be available at this stage to any one). If any bidder(s) quoted "Zero" in any of the item(s), such value will not be considered as L-1 Base price for Reverse Auction in CPP portal and Next Higher quoted value shall be taken as L-1 base price for Reverse Auction. 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 (L1) rates quoted by them in the auction.
- 6. The L-1 rate arrived in Auction shall be applied for such item(s) for those bidder(s) who have quoted "Zero" for such item(s) in financial bid and not participated in the reverse auction.
- In case of submission of erroneous or incorrect financial bid which led to the rejection of the bid, total bid submitted by the vendor/tenderer will be summarily rejected even if the vendor/tenderer participated in reverse auction after opening of financial bid.
- 8. Reverse auction will be conducted online with vendors from their own offices. For Training on reverse auction, online help shall be available through E-Tender CPP Portal.
- 9. Reverse auction process will be conducted for a period of one hour where the bidders will be allowed to reduce the price from the beginning. Thereafter, the price shall be reduced repeatedly.
- 10. 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 tenderers can reduce the price during this time.
- 11. 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.
- 12. The number of extensions in RA cannot be restricted. System has the provision to perform auto extension. When auto extension is selected, elapse time can be configured to the required period and it extends without restriction of counts.
- 13. 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 AAICLAS. Max Seal Percentage shall be decided by AAICLAS.
- 14. Minimum Decrement: Minimum decrement shall be the minimum amount a supplier/vendor have to reduce in order to beat a higher bid. This shall only be in 'absolute value' fixed by AAICLAS and will be available as "Decremental value" in e-auction 'Basic Details' window. This minimum decrement shall be decided by AAICLAS and that can be defined at the time of auction creation.
- 15. 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 (L1) rates quoted by them in the auction.
- 16. Detailed guidelines and procedure (with screenshots) is available in the e-Procurement Portal at <a href="http://etenders.gov.in/eprocure/app">http://etenders.gov.in/eprocure/app</a>

# D. Assistance To Bidders (Information)

- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- For any Technical queries related to Operation of Central Public Procurement Portal, contact at: Mobile Numbers: Tel: The 24X 7 Toll Free Help Desk Number 1800 3070 2232, Other Tel: 0120-4200462, E-mail: cppp-nic@nic.in; <a href="mailto:Cpppnic@nic.in">Cpppnic@nic.in</a>.
- 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 well before the bid submission end date & time (as per Server System Clock).

# Section: 2 Instructions to Bidders

#### 2. Instructions to Bidders

#### 2.1. Introduction of AAI Cargo Logistics & Allied SERVICES Company Ltd.

Keeping in mind the importance of air cargo and its impact on the overall economy of India, AAI proposed to demerge and corporatize the cargo department into functionally and administratively independent organization, which is professionally driven and responsive service enterprise. With a vision to become the foremost integrated logistics network in India, AAI Cargo Logistics and Allied Services Company Limited (AAICLAS) was incorporated on 11th August 2016. It will work as multi modal interface linking air, surface & water transport.

Thus becoming the largest networked and fastest logistic solution provider company of India. AAICLAS will promote, represent, organize, undertake, establish, conduct, handle, arrange, own, operate, participate, facilitate, sponsor, encourage, and provide the business as Cargo Terminal Operator, Free Trade Zone, Air Freight Station and Inland container depot for cargo and passengers. AAICLAS Operates its Cargo Business from approximately 26 Terminals;

AAICLAS has been managing air cargo terminals using the Integrated Cargo Management System (ICMS) at multiple airports since 1999

It now intends to further implement its independent primary network connectivity link that is highly responsive and available at all times connecting all the cargo terminals of AAICLAS across India.

#### 2.2. Purpose

The purpose of this RFP is to seek the services of reputed firm/agency, which shall supply Install, commission and maintenance of the Internet line and MPLS based network connectivity at AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. Locations for three years by procuring the necessary hardware & Software for the same. This document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in **Section 3 of this RFP document.** 

#### 2.3 Cost of RFP

The bid is available on AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. website for reference purpose only. Qualified bidders should download the bid document from e-Tender Portal: https://etenders.gov.in/eprocure/app

The RFP Document can be purchased for Rs. 1180/-. The bidder needs to bring a Demand Draft in favour of 'AAI Cargo Logistics and Allied Services Company Ltd.', payable at New Delhi. The draft should be drawn from any of the Nationalized/Scheduled Bank only.

#### 2.5. Transfer Of RFP

The RFP Document is not transferable to any other bidder. The bidder who purchases the document and submits shall be the same.

#### 2.6. Consortium

Consortium not allowed.

#### 2.7. Completeness Of Response

- 1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 2. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

#### 2.8. Proposal Preparation Cost

- i. The bidder shall submit the bid at its cost and, AAI Cargo Logistics & Allied Services Company LTD. shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over AAI Cargo Logistics & Allied Services Company LTD.
- ii. AAI Cargo Logistics & Allied Services Company LTD. shall be at liberty to cancel this bid at any time or all bids at any stage/time.
- iii. All materials submitted by the bidder shall be the absolute property of AAI Cargo Logistics & Allied Services Company LTD. and no copyright /patent etc. shall be entertained by AAI Cargo Logistics & Allied Services Company LTD.

#### 2.9. Bidder Enquiries

Bidder shall send in their written queries as prescribed in this RFP and the same to be uploaded in E-Tender portal. The response to the queries will be published on AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. e-Tender Portal "https://etenders.gov.in/eprocure/app". No telephonic/ In person queries will be entertained. Bidders can send queries through mail till last date of query submission. This response of AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. shall become integral part of RFP document.

#### 2.10. Amendment of RFP Document

- i. All the amendments made in the document would be published at AAI Cargo Logistics & Allied Services Company LTD. e-Tender portal " <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> and shall be part of RFP.
- ii. The bidders are advised to visit the aforementioned website on regular basis for checking latest updates of this RFP document. The AAI Cargo Logistics & Allied Services Company LTD. also reserves the rights to amend the dates mentioned in this RFP for successful bid process.

#### 2.11. Supplemental Information to The RFP

If AAI Cargo Logistics & Allied Services Company LTD. deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

#### 2.12. AAICLAS Right to Terminate the Process

- AAI Cargo Logistics & Allied Services Company Ltd. may terminate the RFP process at any time and without assigning
  any reason.
- AAI Cargo Logistics & Allied Services Company Ltd. shall not be held responsible for any cost incurred by the bidder in bid preparation.
- AAI Cargo Logistics & Allied Services Company Ltd. reserves the right to amend/edit/add delete any clause of this Bid Document. However, this will be informed to all and will become part of the bid /RFP.
- AAI Cargo Logistics & Allied Services Company Ltd. reserves the right to amend/add/delete/edit any of the following items of the scope of work at the cost of the bidder, which shall be binding on the successful bidder.

#### 2.13. Earnest Money Deposit (EMD)

Bidders shall submit along with their bids, EMD of INR 1,20,000 (Rupees One Lakh Twenty Thousand Only) in the form of a Demand Draft in favour of "<u>AAI Cargo Logistics and Allied Services Company Ltd.</u>', <u>payable at New Delhi</u>. The draft should be drawn from any Nationalized/Scheduled Bank only.

- i. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- i. The EMD shall be submitted in a separately sealed envelope subscribed as "EMD for BID" as mentioned in this section. Bids submitted without adequate EMD will be liable for rejection.
- iii. EMD shall be returned to the unsuccessful bidder within 60 days from the date of opening of the financial bid.
- iv. EMD of Successful bidder will be returned after the award of contract and submission of the performance bank guarantee within specified time and in accordance with the format given in the RFP.
- v. The bidder shall submit the Demand Draft from the bidder's own bank account and the EMD shall be non-transferable.
- vi. The EMD may be forfeited:
  - a) If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - b) If successful bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
  - c) If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation. The decision of the AAI Cargo Logistics & Allied Services Company LTD. regarding forfeiture of the Bid Security shall be final and binding upon bidders.
  - d) If during the bid process, any information is found false/fraudulent/mala fide, then AAI Cargo Logistics & Allied Services Company LTD. shall reject the bid and, if necessary, initiate action.

#### 2.14. Language of Bid

This bid should be submitted in English language only.

#### 2.15. Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. shall give notice to the successful bidder of any such claim and recover it from the bidder if required.

#### 2.16. Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

#### 2.17. Submission of Bids

The bids submitted by the Bidder shall comprise following:

#### 2.18. A-EMD & Tender Fee

The bidder shall submit the EMD & Tender Fee in Envelope and super scribe on the sealed envelope "Envelope: EMD & Tender Fee for Bid".

The sealed envelope containing EMD & Tender fee should be put in a sealed envelope. This envelope shall be super-scribed "Supply, Installation, Commissioning and Maintenance of Internet line and MPLS connectivity at AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. locations for three years". The envelope should be super-scribed with Tender number and Name of the Bidder.

The sealed envelope thus prepared should also indicate clearly the Name, Address, Telephone number, E-mail ID and Fax number of the bidder to enable the bid to be returned unopened in case it is declared "Late" at the discretion of AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.

#### 2.19. B-Technical Bid – Upload The Requested Documents in the CPP E-Tender Portal

The bidder shall submit the Technical Proposal by uploading into the e-Tender portal "<a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>". Please Refer Section 5.1 guidelines for Preparing Technical proposal & Section-E (Checklist for Technical Bid/Proposal Documents Submission To Be Uploaded For Technical Evaluation) (Annexure 5). The Technical Proposal submission shall also include the following: -

- a. A Non-Revocable Power of Attorney executed by the Bidder in favour of the bidder's authorised representative to sign/ execute the proposal as a contract document and also execute all relevant agreements forming part of RFP
- b. Affidavit that the bidder has not been debarred/ blacklisted by any Govt/ Semi-Govt. organisation for quality of services/ product and there are no legal issues/ order prohibiting/ restraining the bidder to participate in the bid process.
- C. Documents as listed in the Checklist-Section-E, Annexure 5.

#### 2.20. C-Financial Bid - Upload The Requested Documents in the CPP-eTender Portal

The bidder shall submit the Financial Proposal by uploading into the e-Tender portal "https://etenders.gov.in/eprocure/app", Please Refer Section 5.3 for guidelines for preparation of Financial Proposal.

The following points shall be kept in mind for submission of bids:

- a. The bid should be a complete document any deficiency in the documentation may result in the rejection of the bid.
- b. Bids sent by Telex/Telegraphic/Tele-Fax/Post/Courier/In Person/Speed Post/email will be rejected.
- c. The bidder shall submit the Financial Bid/Proposal in the CPP eTender Portal "https://etenders.gov.in/eprocure/app" only.
- d. The representative BOQ template is attached in this RFP. This template is just a representation. The bidder shall use the BOQ Template under Financial Bid/Proposal in CPP eTender Portal to prepare and submit the Financial Bid Proposal.

#### 2.21. Late Bids & Bid Validity Period

Any Bid received by AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. after the deadline for submission of Bids shall be declared late and will be rejected, and remain unopened by the Bidder at the discretion of AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. The validity of the bids submitted before deadline shall be till 180 days from the date of opening of the Financial Bid.

#### 2.22. Bid Opening

- i. Envelope containing EMD shall be opened initially and if the EMD is as per the criteria then Technical Bid of the qualified bidders only shall be opened.
- ii. Technical Proposal shall be opened in the presence of the bidder/ representatives of bidder who choose to attend, at the address, date and time specified in the RFP.
- iii. Financial Bid will remain unopened and will be held in custody of AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. until the time of opening of the Financial Proposals.
- iv. At the end of the evaluation of the Technical Proposals, AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. shall invite bidders who have qualified for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. separately and individually to qualified bidders.

#### 2.23. Evaluation Process

#### **Bid Evaluation Committee**

- The Bid Evaluation Committee constituted by the AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. shall evaluate the bids.
- ii. The Bid Evaluation Committee shall evaluate the EMD, Technical Bid and Financial Bids and submit its recommendation to Competent Authority whose decision shall be final and binding upon the bidders.

#### 2.24. Pre-Qualification/Eligibility Criteria (Also Refer Checklist Annexure-C)

The bidder shall fulfil all of the following eligibility criteria independently on date of submission of bid:

- 1. The bidder must be a company registered under The Companies Act, 1956.
  - a. Documents: Certificate of Incorporation, Memorandum and Articles of Associations.
- The bidder shall have minimum average annual turnover of Rs.10 Crores in the last three years (2016-17, 2017-18, 2018-19).
  - a. Documents: Income Tax Returns for last 3 Years signed by the CA/Auditor.
- 3. The Service Provider/Bidder Shall provide NLD/ UASL licenses.
- 4. Service Provider should have its owned fibre based backbone Network within India.
- 5. The installed capacity of the International Internet Gateway of bidder should be more than 10 Gbps.
- The bidder should have executed minimum of one order for commissioning of Internet and MPLS network for connecting a minimum of 20 locations during the last three years. Performance certificates from each client should be attached.
- 7. The bidder shall have their own/direct access to International Gateway in India, for providing Internet Bandwidth.
- 8. The bidder shall have 24 x 7 support service for Internet and MPLS based WAN connectivity and preferably a web based MIS tool.

Note: Bidder shall provide all necessary documents to support above mentioned pre-qualification criteria.

#### 2.25. Process of Evaluation

- i. Bidders who qualify in "EMD Submission" shall be considered for further Technical evaluation.
- ii. Bidder shall be evaluated as per prequalification criteria mentioned above. The bidders who fulfil all the prequalification criteria and are found technically responsive to the RFP requirements will qualify for Financial Evaluation.
- Amongst the bidders who are considered for financial evaluation, the bidder quoting the lowest offer will preferably be awarded the work at the discretion of AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.
- iv. The Bid Evaluation Committee Reserves the right to accept or reject any or all bids without giving any reasons thereof.

#### 2.26. Technical Evaluation

Each Proposal which qualifies the "EMD Submission" shall be scrutinized further technically for checking whether the offered MPLS connectivity meets the RFP requirements along with technical specification. In case, the bid meets the RFP requirements and is found technically responsive then the bidder will qualify for further evaluation of Financial Bid. In case in AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.'s opinion if there is a material deviation from the RFP requirement, it will treat the bid as non-responsive and may disqualify the bidder. The Financial Bid of such disqualified bidder shall not be opened. AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. reserves the right to decide whether the deviation is material or not.

#### 2.27. Financial Bid Evaluation

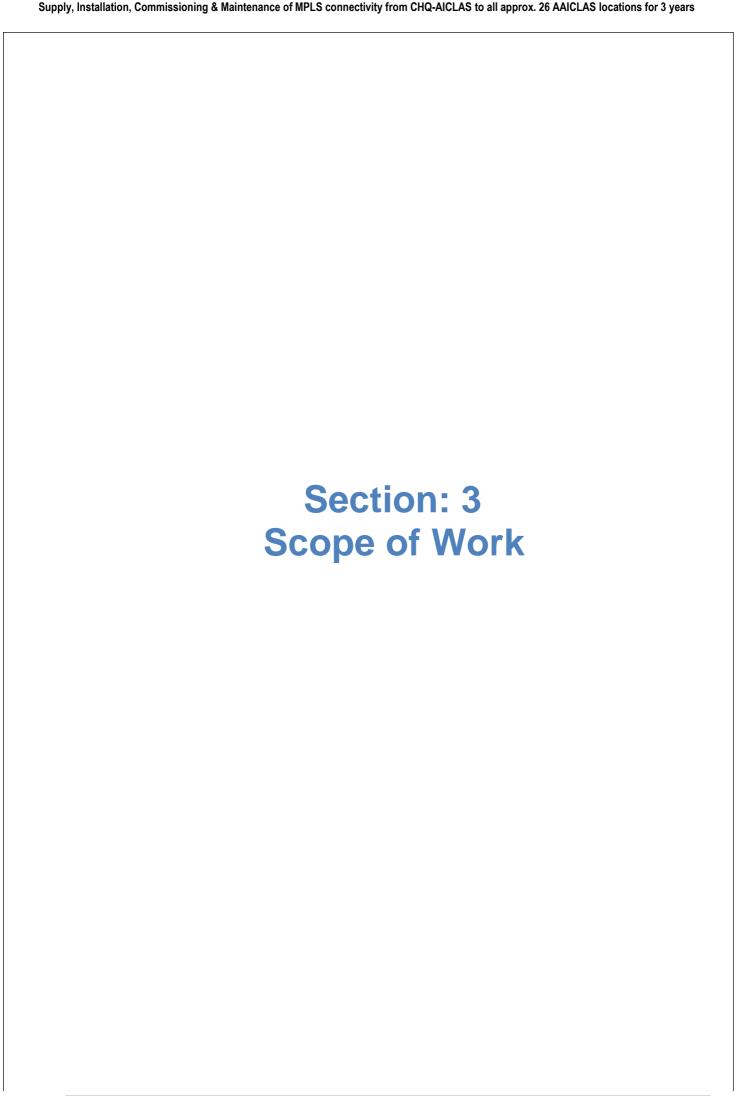
AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. will evaluate financial proposals of all the qualified bidders. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

#### 2.28. Award Criteria

AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. shall award the contract to the technically qualified bidder who has Quoted The Least subject to approval of competent authority at its discretion. The Bid Evaluation Committee, however, reserves the right to accept or reject any or all bids without giving any reasons thereof.

#### 2.29. Signing Of Contract

The successful bidder shall enter into contract agreement with AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. within the time frame mentioned in the award letter.



# 3. Scope of Work

As a part of its IT road map AAICLAS is in process of building its own independent, scalable, secured and highly available Network infrastructure (WAN & LAN) over MPLS to connect CHQ-Delhi to all its cargo terminals/stations (approximately 26) located in western region, eastern region, northern region and north eastern region across India on a mesh network, so as to bring the advantage to its connected stations and users; regardless of their location and to make the working of the AAICLAS more efficient, highly responsive and transparent.

AAICLAS Infrastructure network will connect all stations through dedicated Internet Primary Link to start with and subsequently a secondary link from alternative provider would also be used once the Data Centre setup work starts. This WAN setup over the MPLS network is envisaged as the backbone network for data, voice and video communications across AAICLAS. The project should be able to enable "Secure and always Connected" network that would transform the way the AAICLAS interacts with its customers & users.

In future all applications hosted in the CHQ DC will be connected through WAN network for faster and quicker access to AAICLAS Stations across PAN India and would have primarily and a redundant secondary internet link.

#### 3.1 Background

AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. has decided to implement e-Governance initiatives to improve its efficiency & effectiveness in service delivery. AAICLAS vision of the project is to establish a secure scalable and independent Network Infrastructure to connect CHQ and Stations across PAN India by setting up a single unified cost-effective redundancy framework that can be remotely managed, monitored centrally as a part of its IT Road Map. The technology implemented should help in bandwidth load balancing for optimal use and share of available Bandwidth.

Currently, AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. is in process of upgradation of LAN to provide Network Infrastructure for above mentioned initiatives. As part of scope, AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. desires to connect all its offices through a single network in which AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. CHQ-Delhi Office shall act as a network hub and all other location shall be connected to AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.CHQ-Delhi Office.

#### 3.2 Project Objective

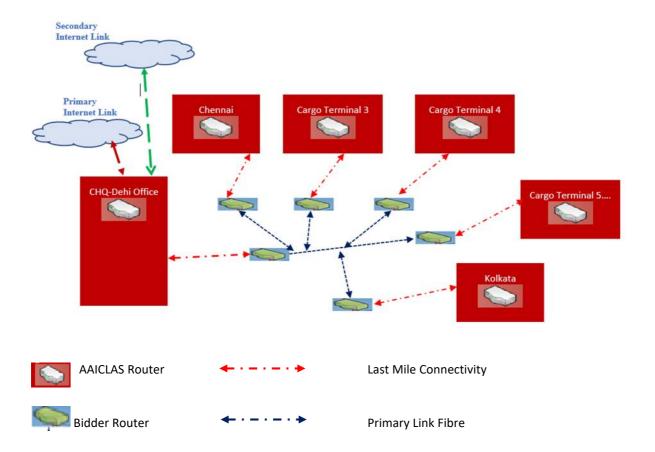
The objective of this project is for Supplying, Installing, Commissioning and Maintaining of Internet line and MPLS connectivity across AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. locations for three years to be PAID ON QUARTERLY BASIS subject to yearly review. If during the review, the performance of the selected bidder is not found satisfactory then AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. at its discretion may terminate the contract.

The bidder should analyze the Internet and connectivity requirement and discuss the same with AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. Subsequently, the bidder needs to submit the detailed installation and commissioning plan of the Internet and MPLS connectivity across AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. CHQ-Delhi Office, AAICLAS Complex, Flying Club Rd, Safdarjung Airport, New Delhi-110003.

Following is the minimum scope but not limited to it:

- 1. To implement a "Hub and Spoke" Wide Area Network (WAN) connectivity, through a
- MPLS with AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. CHQ-Delhi Office building as the Hub and all other offices as spoke to deliver end to end managed services.
- 3. Facilitate connectivity for each of the spokes at the bandwidths mentioned against each office. (Table–X).
- 4. Each of the locations to be connected to the MPLS on robust last mile connectivity though Fiber/Copper/RF with redundancy and ensuring the end to end connectivity shall be from single service provider including backbone for primary connectivity.
- 5. Creating a Mesh Network so that any office shall be able to connect to any office over the MPLS WAN network.

Figure 1: Schematic of Required Connectivity



- Primary Internet link at AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. CHQ-Delhi Building: 134 Mbps(Including all stations & CHQ as mentioned in Table-X below).
- The Bidder will bid for 26 Operational Sites/Stations including CHQ-Delhi, Kolkata & Chennai in the financial bid.
- There are other non-operational Sites/Stations as mentioned in the shaded part of Table-X.
- AAICLAS is in the process of making the non-operational Sites/Stations into operational in near future.
- The bidder has to make the Sites/Stations MPLS enable at the prevailing quoted rates as and when they are operational in near future during anytime of the year in near future during the bidders tenure of 3 years.
- Secondary Link shown above is not part of this RFP but implemented at later stage.

#### 3.4 MPLS Network Coverage - List of AAICLAS Stations/Terminals/Offices Located in India

#### Table-X:

SNo	No Location & Address		MPLS Bandw	ridth Requirement
		DATA	Audio & Video	Total
	CHQ-CENTRAL HEAD Q	UARTERS		
1	CHQ-Delhi, AAICLAS Complex, Flying Club Rd, Near Safdarjung	40	5 MBPS	45 MBPS
	Airport, Opp Northern Railway Nursery, New Delhi-110003	MBPS		
	SOUTHERN REGIO	NC		
2a	Chennai AAICLAS, Chennai International Airport, GST Rd,	8 MBPS	2 MBPS	10MBPS (Scalable to 12MBPS)
	Meenambakkam, Chennai, Tamil Nadu 600027			
3	Madurai AAICLAS, Madurai Airport, R3QQ+9Q Ganapathy Nagar,	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)
	Valanendal, Tamil Nadu			
4	Coimbatore AAICLAS, Coimbatore International Airport, Airport Rd,	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)
	Civil Aerodrome Post, Peelamedu, Coimbatore, Tamil Nadu 641014			
5	Tiruchirappalli AAICLAS, Tiruchirappalli International Airport, Trichy	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)
	Airport Rd, Tiruchirappalli, Tamil Nadu 620007			
6	Mangalore AAICLAS, Mangalore International Airport, Bajpe Main Rd,	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)
	Kenjar, Karnataka 574142			
7	Visakhapatnam AAICLAS, Visakhapatnam Airport,NH 16 Opp, Viman	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)
	Nagar, Visakhapatnam, Andhra Pradesh 530009			
8	Calicut Airport Cargo Complex, Calicut Airport Rd, Padinharathara,		1MBPS	3MBPS (Scalable to 4MBPS)
	Karipur, Kerala 673638			
9	Trivendrum AAICLAS, Trivandrum International Airport, Airport Rd		1MBPS	3MBPS (Scalable to 4MBPS)
	Chacka, Thiruvananthapuram, Kerala 695008			
	WESTERN REGIO	N		
10	Aurangabad AAICLAS, Chikal Thana Aurangabad Airport Aurangabad-	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)
	431007 (Maharashtra)			
11	Goa AAICLAS, Goa International Airport , Dabolim-403801 (Goa)	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)
12	Indore AAICLAS, Devi Ahilya Bai Holkar Airport Indore (MP)- 452005	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)
13	Pune AAICLAS, New Airport Rd, Pune International Airport Area,	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)
	Lohegaon, Pune, Maharashtra 411032			
14	Srinagar AAICLAS, Srinagar International Airport Srinagar (J&K) –	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)
	190007			

SNo	SNo Location & Address D		MPLS Bandwidth Requirement		
			Audio & Video	Total	
	NORTHERN REGIO	ON			
15	Amritsar AAICLAS, Sri Guru Ram Dass Jee International Airport Amritsar-143101 (Punjab)	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)	
16	Ahmedabad AAICLAS, SVP International Airport Ahmedabad-380 003 (Gujarat)	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)	
17	Jaipur AAICLAS, Jaipur International Airport, Airport Rd, Sanganer, Jaipur, Rajasthan 302017	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)	
18	Lucknow AAICLAS, Chaudhary Charan Singh International Airport Amausi, Lucknow-226009 (UP)	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)	
19	Varanasi AAICLAS, L.B.S. I. Airport Babatpur Varanasi - 221006 (UP)	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)	
	NORTH EASTERN RE	GION			
20	Guwahati, Lokpriya Gopinath Bordoloi International Airport,Borjhar, Guwahati, Assam 781015		1MBPS	3MBPS (Scalable to 4MBPS)	
	EASTERN REGIO	N			
21	Kolkata AAICLAS, Netaji Subhash Chandra Bose International Airport, Jessore Rd, Dum Dum, Kolkata, West Bengal 700052		2MBPS	10MBPS (Scalable to 12MBPS)	
22	Bagdogra AAICLAS, Bagdogra Airport, Distt. Darjeeling, West Bengal Siliguri-734421 (WB)		1MBPS	3MBPS (Scalable to 4MBPS)	
23	Bhubaneshwar AAICLAS, Biju Patnaik International Airport Bhubaneswar-751020 (Odisha)		1MBPS	3MBPS (Scalable to 4MBPS)	
24	Bihar AAICLAS, Jay Prakash Narayan International Airport, Shaheed Pir Ali Khan Marg, Sheikhpura, Patna, Bihar 800014		1MBPS	3MBPS (Scalable to 4MBPS)	
25	Port Blair AAICLAS, Veer Savarkar International Airport,JPRJ+J2 Port Blair, Andaman and Nicobar Islands		1MBPS	3MBPS (Scalable to 4MBPS)	
26	Raipur, Chhattisgarh AAICLAS, Swami Vivekananda Airport, Ramchandi, Atal Nagar, Chhattisgarh 492015	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)	
27	Ranchi, Jharkhand AAICLAS, Birsa Munda ,Hinoo, Ranchi, Jharkhand 834002	2MBPS	1MBPS	3MBPS (Scalable to 4MBPS)	

As shown in the above figure 1, AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. desires to have WAN & Internet connectivity at AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. CHQ-Delhi over an MPLS connected with all offices i.e. Chennai, Kolkata, Madurai, Amritsar, Bhopal, Pune, Port Blair etc. The scope of services is detailed herewith:

- 1. The bidders are expected to do a site survey for feasibility and for positioning of the terminating equipment. They should clearly state the equipment that will be deployed with its physical, electrical and any other related equipment with power/electrical required if any.
- 2. The bidder shall provide primary 134 Mbps (1:1) of Internet Connectivity at the AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. CHQ-Delhi building from his own POP and bidder shall be responsible for the keeping the uptime as per defined **SLA** in this RFP.
- 3. The bidder shall provide end to end MPLS connectivity between all the offices mentioned as per the guide line diagram "Schematic Connectivity Diagram" **shown in figure in this RFP**. The last mile connectivity to the offices should be through fibre/Copper/RF. The bandwidth for this connectivity at individual offices should be as mentioned in **Table-X**
- 4. The MPLS connectivity should also allow any regional cargo station office to connect to any other regional cargo office.
- 5. The bandwidth must be capable of upgrading at a later stage.
- 6. Bidder must ensure that it will use products that are intrinsically safe and are approved for use in these locations.
- The Bidder shall provide Layer 3 Switch/Router Ethernet Port to terminate the link at all stations and CHQ-Delhi, the cost of the same should be added in cost.
- 8. At all locations, AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. shall provide the router if it has and if its compatible with bidders specifications or if it satisfies the bidders specifications. If not then the Bidder will have to proved the managed Routers at these stations, the cost of these will be added into the financial bid proposal.
- AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. shall provide at each designated location, UPS, space and power supply for Internet and MPLS connectivity.
- 10. Any other equipment including MUX/Modems/Converters/ fibre/Cables/Patch Cords/Connectors/Access Switch etc. which is required to commission the Internet and MPLS connectivity shall be the responsibility of the bidder.
- 11. Bidder while giving backhaul should ensure installation of Telecom MUX in CHQ-Delhi. The MUX should have battery backup for at least 60 minutes. Bidder need to provide the Rack for MUX installation and battery for backup. The cost of installation should be borne by the bidder.
- 12. The MPLS link would also be used for software based video conferencing 1 to 1, 1 to many and many to many.
- 13. The Bidder shall optimally size the BW % for Data & Voice + Video accordingly.
- 14. The Bidder shall also provide Video Conferencing Tool/App service free of cost to all the users.
- 15. Bidder shall offer the following services
  - a. Provisioning of all the equipment's including routers for establishing the connectivity at the above mentioned AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. locations.
  - Provisioning of minimum 12 static IPs (Non-Returnable) and their corresponding addresses to AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.
  - c. Complete set-up documentations giving details of the network diagrams
  - d. IP addressing scheme/schema, IP addresses, Passwords & Security Settings, configuration details.
  - e. Configuration of access through the required client interface for designated AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. staff in bidder portal. So that the staff can check the status of call requests, link availability, link performance, etc.
  - f. 24 x 7 support centre with toll free call facility and interactive MIS portal for Bandwidth availability and performance check on 24x7 basis throughout the contract period. This should also include regular scheduled preventive maintenance services.
  - g. Providing necessary reports about service performance to AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. on a monthly basis as desired by AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.
  - h. Any supplies and services which might not have been specifically mentioned in this RFP but are necessary for the installation, testing, commissioning, performance or completeness of the order shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system.
  - Once the AAICLAS Data Centre is established, the bidder shall provide all the support to the system integrator towards configuration/re-configuration activities, IP Mapping/Natting, providing configuration/connectivity support to the NMS tool that will be used by AAICLAS.

#### 3.5 Acceptance Tests

At the discretion of AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. acceptance test will be conducted by the bidder on installed Internet and MPLS connectivity at the AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. site in the presence of the officials of AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.

The tests will check for trouble-free operation of the complete network and MPLS network connectivity for ten consecutive days apart from physical verification and testing. There shall not be any additional charges payable by AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. for carrying out this acceptance test. AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. will go live over the network on the successful completion of the acceptance test.

#### 3.6 Completeness of Installation & Commission

The installation and commissioning will be deemed as incomplete if any component of the hardware software etc. or any documentation is not delivered or is delivered but not installed and/or not operational or not acceptable to AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. after acceptance testing/ examination. Also, the bidder shall have to supply all necessary accessories along with the supplied goods, appropriate licenses, device drivers, data sheets and documentation which may be required, whether mentioned or not mentioned in the RFP scope, for successful acceptance of the quoted equipment to AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.

#### 3.7 Project Timelines - Deliverable Schedule

SNo	Service	Activity/Task	Timelines (T= Date of Award Of Contract)
1	Internet Line and MPLS based	Complete Supply, Installation and	
	Connectivity at AAICLAS-AAI CARGO	Commissioning Of Internet Line and	T+ 45 Days
	LOGISTICS & ALLIED SERVICES	MPLS based Connectivity at	
	COMPANY LTD. LOCATIONS	AAICLAS Locations & CHQ-DELHI	

- Each deliverable shall be deemed to complete only after proper due diligence and acceptance by AAICLAS.
- There will be a penalty of Rs. 250 per day for delay in case the Complete Supply, Installation and Commissioning of Internet line and MPLS based connectivity at AAICLAS locations as mentioned in the above table is not completed within 45 days after award of work.
- Penalty charges shall be limited to the 10% of contract value. However, AAICLAS has right to terminate and blacklist the bidder on non-performance..

#### 3.8 Payment Terms

- Payment shall be made after necessary due diligence and approval of the Supply, Installing and Commissioning Internet line and MPLS connectivity across AAICLAS locations as per this RFP scope.
- Payment for One Time Charge/Cost shall be made within 60 days of submission of invoice on final acceptance by AAICLAS.
- 3. The Payment for Primary MPLS connectivity shall be done in quarterly basis.
- 4. Penalty, if any, as per the SLA defined in RFP shall be adjusted against the quarterly payment

#### 3.9 Service Level Agreements & Penalty

The successful bidder has to comply with below-mentioned SLAs to ensure adherence to quality, security and availability of service. The bidder should provide adequate tools required to capture the data for SLA verification and will submit the SLA reports on the quarterly basis to AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. Based on the SLA MIS shared by the bidder the final penalty would be calculated on quarterly basis.

Table A: SLA Requirement Table - Network Uptime

SNo	Service Level Parameter : SLA	Min Uptime Requirement per quarter location wise	Latency in milliseconds	Packet Drop	End to End Network Mean Time To Repair -MTTR
1	Network Availability at Chennai, Kolkata & CHQ	99.50%	<=50	<=1%	Maximum 2 Hours
2	Network Availability at all other locations	99.00%	<=100	<=1%	Maximum 6 Hours
3	Internet lease line (Primary) at CHQ- Delhi, Chennai, Kolkata	99.50%	<=150	<=0.5%	
4	End to End Network Mean Time to Repair (MTTR) at all Other Locations	99.00%	<=325	<=1%	

<sup>\*</sup>Internet uptime will be calculated on quarterly basis with 24 (Hours) X 7 availability

Table B: SLA Requirement Table - Response & Resolution Time

Support Element	Type of Issue	Measuring Point	Expected Time of Delivery	Type Of Penalty	Penalty Terms beyond response/resolution time
Call to Response	Any Issue related to Hardware/Software/Co nnectivity/Bandwidth	Time to Call/Email/SMS	Within 4 Hrs	Delay in Response	0.5% Per Hour or part there of up to 10% of charge amount of bandwidth & equipment charges of station/airport
Call to Resolution	Any Issue related to Hardware/Software/Co nnectivity/Bandwidth	Time to Call/Email/SMS	Next Business Day, within 24 Hrs	Delay in Resolution	1% Per Day or part there of up to 10% of charge amount of bandwidth & equipment charges of station/airport

**Table C: Penalty Calculation for Downtime** 

Sno	Downtime (Quarterly Basis) For CHQ-Delhi, Chennai, Kolkata	Penalty (In Average Quarterly Payment)	Downtime (Quarterly Basis) For all other stations	Penalty (In Average Quarterly Payment)
1	1 to 2 %	20%	1 to 2 %	10%
2	3 to 6 %	40%	3 to 6 %	30%
3	7 to 12%	80%	7 to 12%	60%
4	>12%	100%	>12%	100%

Supply, Installation, Commissioning & Maintenance of MPLS connectivity from CHQ-AICLAS to all approx. 26 AAICLAS locations for 3 years

\*The amendment to the above mentioned components is at the discretion of AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. The same shall be communicated to bidder in advance as and when it is modified.

Penalty charges shall be limited to the 10% of contract value till the end of contract period.

However, AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. has right to terminate and blacklist the bidder on non-performance.

- 1. The Start Date of the Contract Period shall be the one when the Backhaul Link is provided to the AAICLAS-CHQ & its connectivity with 26 Stations is Operationalized.
- 2. Successful Bidder must ensure that TAC-Technical Assistance Centre is operationalized before the start of the contract date.
- 3. This TAC shall operate 24 hours every day during the contract period.
- 4. The TAC shall assist in the Connectivity & Bandwidth Issues, Network/Connectivity Hardware, Network/Connectivity Software,
- 5. It is responsibility of the bidder that AAICLAS avails timely resolution and all necessary support from the TAC team in addressing all issues.
- The bidder shall provide the escalation matrix to AAICLAS with contact details of L1, L2, L3 support from the OEM/Service Provider.
- 7. Successful bidder shall provide Pan-India next business day support within 24 hours.
- 8. Down Time due to the following situations will not be considered for the purpose of penalty calculation for downtime:
  - a. Link Down due to power failure at the Customer Premises Equipment's
  - b. Switch Off at the Respective Locations
  - c. Scheduled Maintenance by the Contractor/ISP with Prior Approval.
- 9. Penalty will be adjusted against the quarterly payment done at the end of the quarter/s.

years	
	Cootions 4
	Section: 4
	<b>General Conditions of Contract</b>

Supply, Installation, Commissioning & Maintenance of MPLS connectivity from CHQ-AICLAS to all approx. 26 AAICLAS locations for 3

#### 4. General Conditions of Contract

#### 4.1 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India.

#### 4.2 Settlement of Disputes

- a) Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 4.2 (b) below shall become applicable.
- b) Arbitration:
  - (i) In the case of dispute arising, upon or in relation to, or in connection with the contract between AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. and the Successful bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. and the successful bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
  - (ii) Arbitration proceedings shall be held in Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
  - (iii) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. and the successful bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award

#### 4.3 Taxes & Duties

The successful bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed The bidder shall be entirely responsible for all taxes, stamp duties, license fees etc excluding service tax which shall be paid by AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. as applicable separately.

#### 4.4 Performance Bank Guarantee

- i. The successful bidder shall at his own expense, deposit with department, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from any of the Nationalized Bank/Scheduled Bank to "AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD", payable on demand In Delhi, for the due performance and fulfilment of the contract by the successful bidder.
- ii. This Performance Bank Guarantee will be for an amount equivalent to 10 percent of complete contract value for 3 years. All charges whatsoever such as premium, commission, etc., with respect to the Performance Bank Guarantee shall be borne by the successful bidder. In case the contract is terminated in between the PBG would be returned post deductions if any due to non-compliance.
- iii. The Performance Bank Guarantee shall be valid till 180 days after the Supply, Installation, Commissioning and Maintenance of Internet line and MPLS based connectivity at AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. locations for three years and should be in the format prescribed in the tender.
- iv. The Performance Bank Guarantee may be discharged/returned by AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- v. AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

#### 4.5 Confidential Information

AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. and the successful bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. shall not use such documents, data, and other information received from the successful bidder for any purposes unrelated to the Contract. Similarly, the successful bidder shall not use such documents, data, and other information received from AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

#### 4.6 Warranty

years

All the goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The goods shall be free from defects arising from any act or omission of the successful bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

#### 4.7 Change In Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

#### 4.8 Force Majeure

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components. Force Majeure does not include the events outside India.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful Bidder shall promptly notify AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. in writing of such condition and the cause thereof. Unless otherwise directed by AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. in writing, the successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 4.9 Change Orders and Contract Amendments

AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. may at any time order the successful bidder to make changes within the general scope of the Contract, in any one or more of the following:

- Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for requirements of AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.
- ii. The place of delivery.
- iii. The Related Services to be provided by the successful bidder.

If any such change causes an increase or decrease in the cost of, or the time required for, the successful bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the successful bidder for adjustment under this Clause must be asserted within 28 days from the date of the successful bidder's receipt of AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD..'s change order.

Prices to be charged by the successful bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties, and shall not exceed the prevailing rates charged to other parties by the successful Bidder for similar services.

#### 4.10 Extension Of Time

years

If at any time during performance of the Contract, the successful bidder encounter conditions impeding timely delivery of the Goods or completion of Related Services, the successful bidder shall promptly notify AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the successful bidder's notice, AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. shall evaluate the situation and may at its discretion extend the successful bidder's time for performance in writing.

Delay by the successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD., unless an extension of time is agreed mutually.

#### 4.11 Termination

#### **Termination by AAICLAS**

- a. AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this GCC Clause 4.11. In such an occurrence, AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. shall give a not less than 90 days' written notice of termination to the successful bidder, and sixty (60) days' in the case of the event referred to in (j).
- b. If the successful bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. may have subsequently approved in writing.
- c. If the successful bidder becomes (insolvent or goes into liquidation, or receivership whether compulsory or voluntary).
- d. If the successful bidder, in the judgment of AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e. If the successful bidder submits to the AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. a false statement which has a material effect on the rights, obligations or interests of AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.
- f. If the successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.
- g. If the successful bidder fails to provide the quality services as envisaged under this Contract, AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. may decide to give one chance to the successful Bidder to improve the quality of the services.
- If the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- i. If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days
- If AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.., in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- k. In the event AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. terminates the Contract in whole or in part, pursuant to point (a) to (i)
- I. of GCC Clause 4.11, AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the successful bidder shall be liable to AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. for any additional costs for such similar services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

#### 4.12 Payment Upon Termination

Upon termination of this Contract pursuant to GCC Clauses 4.11 the AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. shall make the following payments to the Successful bidder:

- If the Contract is terminated pursuant to GCC Clause 4.11 (j) remuneration for Services satisfactorily performed prior to the effective date of termination.
- b. If the agreement is terminated pursuant of GCC Clause 4.11.1 (a), (b), (c), (d), (e), (f), (g), (h), The successful bidder shall not be entitled to receive any agreed payments upon termination of the contract.
- c. However, the AAICLAS. may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the AAICLAS. Applicable under such circumstances, upon termination, the AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. may also impose liquidated damages. The successful bidder will be required to pay any such liquidated damages to AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. within 30 days of termination date.

#### 4.13 Assignment

Neither the AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. nor the successful Bidder shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

# Section: 5 Guidelines for filling Response to RFP

### 5. Guidelines for filling Response to RFP

#### 5.1 Guidelines for Preparation of Technical Proposal

- 1. A printed covering letter, on the bidding organisation's letterhead with all required information and authorised representative's initials shall be submitted along with the proposal. In case the bidder edits the content of the proposal covering letter; it will be treated as a non-responsive bid and shall be rejected.
- 2. The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical solution meets the requirements specified in the RFP. The technical proposal shall not contain any pricing information. In submitting additional information, the bidder should mark it as supplemental to the required response.
- 3. Proposals must be direct, concise, and complete. Any information which is not directly relevant to this RFP shall be omitted. AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. will evaluate the bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
- 4. The bidder is expected to provide Bill of Materials (BoM) for the Supply, Installation, Commissioning and Maintenance of Internet line and MPLS based connectivity at AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. locations for three years as part of the technical proposal without price quote. The BoM will be measured against the proposed quantity.
- **5.** The bidder shall fill in the technical response as per the template provided Refer Annexures failing to which, the bid shall be treated as non-responsive and shall be rejected.

#### 6. Section-A (Proposal Acceptance & Response Letter (Annexure 1)

#### **Technical Proposal Response Letter**

(To be submitted on the letterhead of the bidder)

{Location, Date}

To

Chief Manger IT

AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.,

AAI Complex,

Flying Club Road, Near Safdarjung Airport

New Delhi-110003

Ref: RFP Notification number

Subject: Submission of proposal in response to the RFP for "Supply, Installation and Commissioning of Internet line and MPLS connectivity at AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. locations for three years"

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification number...... for "Supply, Installation and

Commissioning of Internet line and MPLS based connectivity at AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. locations for three years"

We have read the provisions of the RFP document and confirm that we accept these. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

- 1. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the date of opening of financial proposals.
- We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- 3. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
- 4. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
- 5. We understand you are not bound to shortlist/accept any or all the proposals you receive.
- 6. We hereby declare that we qualify and fulfil all the Prequalification criteria mentioned in this RFP. Our correspondence details with regards to this proposal are:

SNO	Information	Details
1	Name Of Responding Firm	
2	Address Of Responding Firm	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4	Telephone No of the Contact Person	
5	Mobile No Of The Contact Person	
6	Fax No Of the Contact Person	
7	Email Address Of the Contact Person	
8	Status of Firm/ Company (Public Ltd., Pvt Ltd, etc)	
9	Details of Registration (Ref e.g., ROC Ref Number)	

Details of EMD Demand Draft/Bank Guarantee:

Date and Number: Name of Nationalised/Scheduled Bank:

EMD Amount: Rs. 1,20,000/- (One lakh twenty thousand only)

We hereby declare that our proposal submitted in response to this RFP is made in good faith, and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[FIRM'S NAME]

Name

Title

Signature

Date and Stamp of the Signatory

#### 7. Section-B (Two Documents To Be Attached & Uploaded) (Annexure 2)

SNo	Particulars
1	Power Of Attorney
2	Declaration that the bidder has not been debarred/blacklisted by any Government/Semi-Government Organisation
3	The Technical Proposal should contain a detailed description of how the bidder will provide the required services outlined in this
	RFP. It should articulate in detail, as to how the bidder's Technical solution meets the requirements specified in the RFP. The
	technical proposal shall not contain any pricing information.

 Please upload these two documents into the CPP eTender Portal as part of Technical Bid/Proposal Document Submission Upload List.

#### 8. Section-C (Bill Of Material) (Annexure 3)

**Bill of Material (BOM)**: Supply, Installation and Commissioning of Internet line and MPLS based connectivity at AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. locations for three years with support.

SNo	Items	QTY/No of Sites	Compliance (Y/N)
1	Total Internet of 134 MBPS (2+3+4+5)	1	
2	MPLS CHQ-Delhi	45 MBPS	
3	MPLS CHQ- Chennai	10 MBPS	
4	MPLS CHQ- Kolkata	10 MBPS	
5	MPLS CHQ-23 Stations	3 MBPS Each Station	
6	One Time Cost for installation, testing, configuration at all stations	26 Nos	
	(including MUX at CHQ-Delhi only)		
7	Managed Cost for Routers At all Stations	26 Nos	

Note: This annexure needs to be filled and submitted as a part of Technical Bid/Proposal Document Submission.

#### 9. Section D (Technical Approach Document) (Annexure 4)

Technical Approach document to be submitted, should consist of following:

- 1. Roll-out Timelines.
- Escalation matrix (With Name, Designation, Email, office phone number & Mobile number etc.) during contract period.
- 3. Post Implementation Support and Help Desk Services Plan

Note: The Bidder has to upload the above 3 Document in CPPP eTender Portal as part of the Technical Bid/Proposal submission Upload List.

#### 10. Section-E (Checklist Of Documents To Be Uploaded For Technical Evaluation) (Annexure 5)

List Documents To Be loaded into CPP eTender Portal for as a part of Technical Bid/Proposal Submission

	Pre-Requisites & D	Occuments to be uploaded for Qualifying the Eligibility Criteria			
S.no	Pre-Requisites/Document	Documents that needs to be uploaded			
	Details				
1	Tender Fee Receipt	Attach the signed scanned copy of the receipt			
2	EMD	To be submitted on or before last date of Bid submission and upload the scanned copy of the			
3	Eligibility Criteria (All Documents/proofs should be stamped & Signed by Bidder Authorized Signatory)	<ol> <li>The bidder must be a company registered under The Companies Act, 1956.         (Certificate of Incorporation, Memorandum and Articles of Associations.)</li> <li>The bidder shall have minimum average annual turnover of Rs.10 Crores in the last three years (2016-17, 2017-18, 2018-19).         (Income Tax Returns for last 3 Years signed by the CA/Auditor).</li> <li>The service provider/bidder shall provider NLD/ UASL licenses.         (Proof should be attached)</li> <li>Service provider should have its owned fiber based backbone network within India.         (Self attested declaration on company letter head).</li> <li>The installed capacity of the international Internet gateway of bidder should be more than 10 Gbps.         (Self attested declaration on company letter head).</li> <li>The bidder should have executed minimum of one order for commissioning of Internet and MPLS network for connecting a minimum of 20 locations during the last three years. Performance certificates from each client should be attached.         (Copy of work orders Or completion certificates to be attached).</li> <li>The bidder shall have their own/direct access to international gateway in India, for providing Internet bandwidth.</li> </ol>			
		(Self attested declaration on company letter head).  8) The bidder shall have 24 x 7 support service for Internet and MPLS based WAN connectivity and preferably a web based MIS tool.  (Self attested declaration on company letter head).			
		Annexures/Documents to be uploaded in CPPP portal			
1	Section- A (Annexure 1)	Proposal Response Letter			
		(All Documents should be Stamped/Sealed & Signed by Bidder Authorized Signatory)			
2	Section- B (Annexure 2)	<ul> <li>Power of Attorney.</li> <li>Declaration that the bidder has not been debarred/blacklisted by any Government/Semi-Government organisation.</li> <li>The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical solution meets the requirements specified in the RFP. The technical proposal shall not contain any pricing information.</li> </ul>			
3	Section-C (Bill Of Material) (Annexure 3)	Compliance Sheet Table			
4	Section- D (Annexure 4)	This document to be uploaded in CPPP portal.			

#### **5.3** Guidelines for Preparation of Financial Bid Submission

Financial Proposal should comprise of the following:

- 1. The quantities mentioned in Table-X/Table-1 are subject to change.
- The unit rate quoted will be binding upon the successful bidders irrespective of the actual quantity during the award of contract.
- 3. At the time of award of the contract, work order would be issued on the actual quantity to be executed as decided by AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. and work order amount would be adjusted as per the unit rate quoted in the bid. The total contract value would be the work order amount based on the actual quantity to be executed as decided by AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD...
- 4. Unless expressly indicated, bidder shall not include any technical information regarding the services in the financial proposal.
- 5. Prices shall be quoted entirely in Indian Rupees.
- 6. No adjustment of the contract price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The contract price shall be the only payment payable to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price quoted would be inclusive of all taxes, duties, and charges and levies as applicable except Service Tax which will be paid as actual. Prices quoted for all Hardware and Software shall be inclusive of supply at site, installation and commissioning. No extra payment on any account shall be admissible.
- 7. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable price quotation or conditional proposal may be treated as nonresponsive and rejected.

The bidder shall fill in the financial response as per the BOQ Template below **provided failing to which, the bid shall be treated as non-responsive and shall be rejected** 

Supply, Installation, Commissioning & Maintenance of MPLS connectivity from CHQ-AICLAS to all approx. 26 AAICLAS locations for 3 years

#### 1. Section-F (Letter Format For Submitting Financial Proposal Document To Be Uploaded) (Annexure 6)

#### **Letter Format for Financial Proposal**

(To be submitted on the Letterhead of the bidder)

[Location, Date]

To

Chief Manager IT

AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.,

AAI Complex,

Flying Club Road, Near Safdarjung Airport

New Delhi-110003

Ref: RFP Notification no <<>>

Subject: Submission of Financial proposal in response to the RFP for "Supply, Installation and Commissioning of Internet line and MPLS connectivity at AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. locations for three years"

Dear Sir,

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is uploaded in the CPP eTender Portal. We are aware that any conditional financial offer will be outright rejected by AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. This amount is inclusive of all taxes as listed at (Consolidated Cost Summary) is available and uploaded in the CPP eTender portal under Financial Bid/Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (180 days) from the date of opening of financial bid.

We are aware that AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. reserves the right to accept or reject any or all bids without assigning any reasons thereof.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

#### 2. Section-G (BOQ-Template As Seen In CPP eTender Portal To Submit Financial Bid) (Annexure 7)

#### Table - 1 [ BOQ Templates for Financial Bid/Proposal (Inclusive of Taxes)]

#### PRICE SCHEDULE

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

and Values only )
[ ONE TIME CHARGE AMOUNT ENTERED IN COLUMN M, SHOULD BE INCLUSIVE OF TAXES }

The Final Total FT in COLUMN BA would be considered as the Grand Total for FINANCIAL EVALUATION 1

	[ The Final Total FT in COLUMN BA would be considered as the Grand Total for FINANCIAL EVALUATION ]																	
NUMBER #	TEXT #	NUMBER	TEXT	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	TEXT	TEXT	NUMBER	NUMBER	NUMBER	NUMBER	TEXT	NUMBER	NUMBER #	TEXT #
		#	#															
SI. No.	Item Description	Quantity	Units	One Time Cost for installation, testing, configuration, (including MUX at CHQ- Delhi Only) WITH GST (Please add cost inclusive of GST) (X) INR RS. P	Managed Cost for Routers at stations (Y) (INR)	Year 1 Charges (A) (INR)	Year2 Charges (B) (INR)	Year3 Charges (C) (INR)	Year 1 Charges Y1=Y+A (INR)	Year 2 Charges Y2=Y+B (INR)	Year3 Charges Y3=Y+C (INR)	GST to be quote by the bidder in %	Total 3 Year Charges YT=Y1 +Y2+Y3 (INR)	GST Amt for 3 years (Calculated on YT) YG (INR)	OEM- Service Provider	Total Amount Rs. P TOT= (YT+YG) (INR)	FINAL TOTAL AMOUNT in Rs. P FT=(X+TOT) (INR)	TOTAL AMOUNT In Words
1	2	4	5	13	14	15	16	17	18	19	20	21	22	23	24	27	53	55
1	Table – 1 BOQ Template Representative Template for Financial Bid/Proposal (Inclusive of Taxes)																	
1.01	45 MBPS	1.00	MBPS						0.00	0.00	0.00		0.00	0.00		0.00	0.00	INR Zero Only
1.02	10 MBPS	2.00	MBPS						0.00	0.00	0.00		0.00	0.00		0.00	0.00	INR Zero Only
1.03	3 MBPS	23.00	MBPS						0.00	0.00	0.00		0.00	0.00		0.00	0.00	INR Zero Only
Total in Figures																	0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only																	

#### Note:

- ONE TIME CHARGE AMOUNT ENTERED in 5th Column above, SHOULD BE INCLUSIVE OF TAXES.
- The Final Total FT Column 18th above would be considered as the Grand Total for FINANCIAL EVALUATION.
- BOQ-Template Format for Financial Proposal (Representative, Do Not Enter the Financial Data in This Representative Sheet and Upload It In As Technical Bid Submission Document)
- The Bidder Has to Enter the Financial Bid into the BOQ Sheet In The Financial Bid/Proposal Submission within CPP eTender Portal Only.
- The bidder shall bid for all the items listed in BOQ Templates **Table-1** below; failing to which, the bid shall be treated as non-responsive and shall be rejected.

# 5.5 Draft Agreement, Performance Bank Guarantee Format

Performance Bank Guarantee
(To be stamped in accordance with Stamp Act)

his CONTRACT (hereinafter called the "Contract") is made on the day of the month
of between, on the one hand, AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. and having its office
AICLAS Complex, Flying Club Rd, Near Safdarjung Airport, New Delhi- 110003 hereinafter called "Authority" (which expression
hall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assigned
or assignees) and, on the other hand M/shaving its registered office at
hereinafter called the "Bidder" (which expression sha
hereinafter called the "Bidder" (which expression sha unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee
· · · · ·

- a) The Authority has selected the Bidder to provide services as per specifications mentioned in the bid document "Supply, Installation and Commissioning of Internet line and MPLS connectivity at AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. locations for Three years" and as defined in the General Conditions of the Contract.
- b) By filling the bid document and signing it the Bidder has agreed to the Authority that they have the required professional skills, personnel, technical and financial resources, and have agreed to execute the items in the bid document on the terms and conditions set forth in this contractual bid document.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1 The following documents attached hereto shall be deemed to form and integral part of the Contract agreement.
  - a. The complete bid document including the common set of deviation issued from time to time.
  - Minutes of the pre-bid meeting standard set of deviations/corrigendum, drawing and instructions issued by AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.
  - c. Any other communications issued prior to signing of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their respective names as of the day & year first above written.

FOR AND	ON BEHALF OF	
		BY CEO, AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. NEW DELHI (Authorised Representative)
Witness:		
1.		
2.		
		By Authorised Signatory
		FOR AND ON BEHALF OF
		M/S
Witness:		
1.		
2.		

#### 5.6 Format for Performance Bank Guarantee (Please Refer 4.4)

Whereas (hereinafter called 'the Respondent')	has
submitted its proposal dated in response to the RFP: "Supply, Installation and	
Commissioning of Internet line and MPLS based connectivity at AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY locations for three years")	LTD.
KNOW ALL by these presents that WE of	
Having our registered office at	
	for Bank

#### The Conditions of this obligation are:

- In the event of the successful bidder being unable to service the contract for whatever reason, AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to the AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. as compensation for any loss resulting from the Respondent's failure to complete its obligations under the Contract. AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. shall notify the Respondent in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Respondent is in default.
- AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. shall also be entitled to make recoveries from the Respondent's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

We undertake to pay to the AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. up to the above amount upon receipt of its first written demand, without the AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. having to substantiate its demand, provided that in its demand the AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD.. will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including \_\_\_\_\_\_, and any demand in respect thereof should reach the Bank not later than the above date

Supply, Installation, Commissioning & Maintenance of MPLS connectivity from CHQ-AICLAS to all approx. 26 AAICLAS locations for 3 years

# 5.7 Format of sending Pre-bid queries

Ref: RFP Notification <<>>

Sr. No.	Section Number	Page Number	Query

#### Note:

- The Bidder Shall upload all his queries into the CPP eTender Portal Only.
- Queries In person/by Email/Speed Post/Courier/Fax/Telephone will not be entertained.