



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

सं: AS-27012/5/2020-Directorate of Airport Systems/205

दिनांक :13/07/2022

सेवा में,

मेसर्स मार्शल मार्केटिंग एंड मैनेजमेंट प्राइवेट लिमिटेड
एम-10, दूसरी मंजिल, एम-ब्लॉक मार्केट,
ग्रेटर कैलाश, भाग-1
नई दिल्ली-110048

कार्य का नाम: दिल्ली, मुंबई और गुवाहाटी में एएआई एविएशन सिक्योरिटी ट्रेनिंग इंस्टीट्यूट (एएसटीआई) के लिए एक्स-रे सीबीटी सॉफ्टवेयर की 1 साल की ऑनसाइट वारंटी और 5 साल सीएमसी के साथ आपूर्ति।

निविदा संख्या: (एस)-04/2021-22 निविदा आईडी: 2021_एएआई_97021_1.

महोदय,

उपरोक्त विषय पर पत्र संख्या: AS-27012/5/2020-Directorate of Airport Systems/205 दिनांक: 13/07/2022 आपके कार्यालय को सूचनार्थ व यथोचित कार्यवाही हेतु अग्रेषित किया जा रहा है

धन्यवाद,

भवदीय

जा माझी
(जी. माझी) 13/7/22

उप महाप्रबंधक(एयरपोर्ट सिस्टम्स)

संगलित: यथोपरि



No. AS-27012/5/2020-Directorate of Airport Systems/205

Date: 13/07/2022

M/s Marshal Marketing & Management Pvt Ltd
M-10, 2nd Floor, M-Block Market,
Greater Kailash, Part-I
New Delhi-110048
(Email: harmohan@marshal-m-m.com)

Kind Attn: Shri Harmohan Singh, Asst General Manager(Admin & Tech)

Name of work: Supply of X-Ray CBT Software for AAI Aviation Security Training Institute (ASTI) at Delhi, Mumbai and Guwahati with 1-year onsite warranty and 5 years CAMC.

References:

- AAI Tender No: (AS)-04/2021-22 Tender ID: 2021_AAI_97021_1, Corrigendum and Pre-Bid Queries & replies
- Your Pre-Qualification and Technical Bid document submittals on CPP Portal.
- PQ and TQ queries and your clarification responses in respect of the bid submittals.
- Your Financial Bid submitted through CPP e-Tender Portal and price after Reverse Auction Bid dated 12.05.2022.
- Clarification/ justification sought vide AAI letter AS-27012/5/2020-Directorate of Airport Systems /149 dated 25.05.2022 regarding Abnormally Low Quoted price and your response vide letter Nil dated 26.05.2022.
- Your email dated 12.07.2022 regarding acceptance of revised SoQ for implementation of CBT in central server configuration.

Dear Sir,

Reference is made to the above-mentioned correspondence, your tender offer, technical and commercial proposal and subsequent clarifications submitted against the above referred tender.

Airports Authority of India, hereinafter referred to as Purchaser, is pleased to place a work order on M/s Marshal Marketing & Management Pvt Ltd M-10, 2nd Floor, M-Block Market, Greater Kailash, Part-I New Delhi-110048, hereinafter referred to as Supplier, as per the details in Annexure-I for the following work:

S. No.	Name of Work	Quantity
1.	Supply of X-Ray CBT Software for AAI Aviation Security Training Institute (ASTI) at Delhi, Mumbai and Guwahati with 1-year onsite warranty and 5 years CAMC as per details in Annexure-I Make/Model: X-Screen V-2.4 Scope of work: The Bidder shall supply and install a computer-based training software with simulator modules for x-ray machines Baggage Inspection System specially designed for the training of civil	1 Centralized Server License and 40+1 trainee-instructor Licenses at each three ASTI sites.

[Signature]
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	aviation security personnel for the three ASTI sites viz. Delhi, Mumbai, Guwahati in centralized server configuration with 1-year onsite warranty and 5 years CAMC. There should be a central server to host all the three ASTI sites with 40 trainee clients at each site. The central server shall be capable to handle all the three sites (at optimum occupancy) simultaneously at a time without degrading the performance of CBT training system. The proposed program should support the principle of the presence of the trainer and trainees in its system. Accordingly, the requested software program should be offered in (1+40) configuration consisting of 40 (forty) trainee licenses and 1 (one) license for trainer/administrator.	
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1. Price:

- 1.1 The items with accessories as per **Annexure-I** will be supplied at each consignee site (Refer **Annexure-II**) by **M/s Marshal Marketing & Management Pvt Ltd.** at a total cost of of **Rs. 2,47,94,092 /-** (Capital cost Rs. 1,62,35,000/- excluding GST and CAMC for 5 Years Rs. 85,59,092/- excluding GST) including duties & taxes subject to applicable Income tax/other deductions as may be levied by the Government. **GST shall be paid as per actual.**
- 1.2 This price is inclusive of all direct & indirect costs, Custom Duty, Cess on Custom Duty and IGST, Overseas Patents, Forwarding, Clearing and handling charges, Overseas as well as Inland Freight and Insurance and handling charges as applicable, excluding GST, up to destination, Training and Warranty Services at all sites.
- 1.3 The supplier shall forward details of his GST Number and Permanent Account Number (PAN) for effecting applicable Tax Deduction at Source (TDS) as per applicable Government norms.

2. Time Schedule:

- 2.1 **Factory Acceptance Testing/ Sample Verification** of offered equipment with all accessories by AAI shall be at OEM(s)/Bidder's premises. The successful bidder shall give **21 Calendar days'** notice to AAI for the purpose. Supplier shall start shipping the AAI verified model/software version of offered product only after acceptance of FAT results and issue of dispatch instructions by AAI. Any delay of more than 15 Calendar days in resolving the FAT issues not attributed to AAI shall be to suppliers account.
- 2.2 **For Supply:** Supply of complete system with accessories at AAI owned ultimate user consignee sites to be completed within **SIXTY (60) Calendar days** from the date of issue of purchase order.

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2.3 For Installation, Site Acceptance Test and Training: At site, **30 (THIRTY) Calendar Days**, from availability of software at site or on declaration of readiness of the respective site by AAI, whichever is later.

3. Consignee:

Details of the ultimate user consignee Sites are mentioned at **Annexure- II**.

4. Payment Terms:

4.1 Payment to the bidder firm shall be made in the following manner:

4.2 60% of purchase order price for supply cost of CBT system software and accessories including documentation, 100% of Freight & Insurance, Inland taxes/duties, against receipt of goods at site in good condition on submission of the following documents in ORIGINAL (as applicable):

- Separate invoices for consignee state-wise + 2 copies
- Itemized Packing list with cost of each item + 2 copies
- Transit and Third-Party Insurance + 2 copies
- Certificate of Factory Acceptance Test issued by authorized representative of AAI or certificate from Quality Control Department of OEM complete with all test reports along with AAI letter for FAT waiver.
- Proof of dispatch of equipment/items.
- Certificate of goods received at site in physically good condition duly signed by authorized representative of AAI.

4.3 40% of purchase order price for supply cost of equipment & accessories, 100% installation, testing, commissioning and training charges, upon successful completion of above-mentioned activities against submission of Certificate of completion of successful SAT and Training, issued by authorized representative of AAI.

4.4 All Payments shall be released after adjusting any compensation for delay which firm might have rendered themselves liable as per provisions of contract and applicable income tax and any applicable deductions.

5. Paying Authority:

5.1 For Capital work:

General Manager (Airport Systems), Airports Authority of India, Corporate Headquarters, Directorate of Airport Systems, Safdarjung Airport, New Delhi-110003.

5.2 For Comprehensive Annual Maintenance Contract:

General Manager (AS-OM), Airports Authority of India, Corporate Headquarters, Safdarjung Airport, New Delhi-110003.


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6. Performance Bank Guarantee:

- 6.1 The supplier within Thirty (30) calendar days from the date of issue of purchase order shall submit the performance guarantee of 3% (three percent) of Capital Cost including GST given in the PO (Purchase Order) in the form of an irrevocable and unconditional bank guarantee on a Nationalized/ Scheduled Bank, as per proforma attached as **Annexure-III**.
- 6.2 Performance Bank Guarantee shall be valid for SIX months beyond completion of CAMC period, and shall remain valid as per provisional extension granted by the Project In-charge. If the agency fails to extend the validity of the Performance Guarantee, the same shall be en-cashed by AAI and shall be returned only as per other provision of contract at discretion of AAI.
- 6.3 In case the bidder firm fails to submit the Performance bank guarantee within stipulated period for complete concurrency period of contract, no payment for the work done in respect of first running account bill shall be released to the bidder firm.
Moreover, interest @ **1 Percent pm** to max of **@ 12 Percent p.a.** on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission. The same shall be deducted from running bills.

7. Guarantee/Warranty:

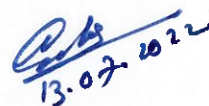
On site warrantee period will be **Twelve (12) calendar months** from the date of successful SAT at each site. The other terms & conditions of warranty shall be as per Tender Clause No. 16 of Section B.

8. Site Acceptance Test (SAT) & Commissioning:

- 8.1 It shall be the responsibility of the bidder firm to submit the CBT software test procedure for conducting the post installation site acceptance testing. The procedure submitted by the bidder firm shall be drafted in line with the standard practices followed in the industry and shall be in accordance with the test procedures & practices specified by the OEM. The acceptance test procedure on approval by AAI shall become the document for acceptance of the equipment after installation at the site.
- 8.2 The draft copy of CBT system test procedure shall be made available to AAI before 15 calendar days of the schedule site acceptance date.

9. Other terms and conditions:

- 9.1 **The vendor shall comply & conform to all terms and conditions of Make in India policy as contained in the bid (Tender No: (AS)-04/2021-22 Tender ID: 2021_AAI_97021_1).**
- 9.2 AAI reserves the right to place an order for supply of CBT Licenses mentioned in the Tender over and above 30%.

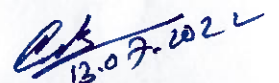

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- 9.3 All other terms and conditions given in Tender No: (AS)-04/2021-22 Tender ID: 2021_AAI_97021_1, shall be applicable on the work order and contract, and remain unchanged. The tender document along with the above referred documents/ letters including this work order shall form part of the contract agreement. In the event of AAI transfers the rights to operate and maintain the airport to a third party(s);
- a. AAI shall cause to transfer/novate the contract agreement, in favour of such third party, on the principle that such transfer/novation would release AAI of all Liabilities and obligation arising from and after the date of transfer/novation of such rights, the Contractor, along with third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/novation.
 - b. The Contract period between AAI and the contractor is from up to the completion of work (including warranty and CAMC) or termination of contract or the date of transfer of the Airport to the third party under PPP mode whichever is earlier.
10. You are requested to attend the office of **General Manager (Airport Systems), Airports Authority of India, Safdarjung Airport, New Delhi - 110 003** by **23.07.2022** with a non-judicial Stamp paper of value Rs. 100.00 (Indian Rupees One Hundred only) for completing the contract agreement formalities.

Kindly acknowledge the receipt and acceptance of this work order by signing at each page on a copy of this purchase order and return to AAI.

Yours sincerely,

For AIRPORTS AUTHORITY OF INDIA



(Rajesh Gokhe)
General Manager (AS)

Encl: Annexure- I, II & III

ANNEXURE- I

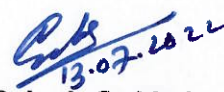
Name of work: Supply of X-Ray CBT Software for AAI Aviation Security Training Institute (ASTI) at Delhi, Mumbai and Guwahati with 1-year onsite warranty and 5 years CAMC.

SCHEDULE OF QUANTITY

Sl#	Description of item	Qty	Unit	Rate (INR)	Amount (INR)
1	X-Ray - Computer Based Training (CBT) software consisting of following modules at each site. a) Management module b) Course & group manager X-Ray Simulator c) Cabin baggage Simulator d) Hold Baggage Simulator e) Content creator Simulator f) Additional items if any, i.e. Dongle, CDs etc.	1.00	Each	955000.00	9,55,000.00
2	Additional classroom licenses-Student Classroom customized package	120.00	Each	126060.00	1,51,27,200.00
3	Factory Acceptance test (FAT) of CBT Software	1.00	Lot	0.00	-
4	Installation of CBT software including training at each site	3.00	LS	50933.34	1,52,800.00
5	Total Capital cost excluding GST				1,62,35,000.00
6	GST as quoted in Annex-XVI, as applicable				29,22,300.00
7	Total Capital cost including GST				1,91,57,300.00
Rupees One Crore Ninety-One Lakh Fifty-Seven Thousand Three Hundred Only including GST					

[Signature]
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COST OF COMPREHENSIVE AMC WITH SPARES AND CONSUMABLES						
As per Tender Clause No. 30 of Section B , rates for CAMC are pre-decided on fixed percentage basis on total quoted amount i.e. total capital cost excluding GST. It shall be 10.28 % for 1st year, 10.28 % for 2nd Year, 10.28 % for 3rd Year, 10.94 % for 4th Year and 10.94 % for 5th year of CAMC after warranty period						
Sl#	Description of item	Qty	Unit	Rate (INR)	Amount (INR)	
1	Cost of First year after Comprehensive AMC expiry of warranty period.	1	Year	16,68,958.00	16,68,958.00	
2	GST of First Year CAMC Charges	1	Year	3,00,412.00	3,00,412.00	
3	Cost of Second year after Comprehensive AMC expiry of warranty period.	1	Year	16,68,958.00	16,68,958.00	
4	GST of Second Year CAMC Charges	1	Year	3,00,412.00	3,00,412.00	
5	Cost of Third year after Comprehensive AMC expiry of warranty period.	1	Year	16,68,958.00	16,68,958.00	
6	GST of Third Year CAMC Charges	1	Year	3,00,412.00	3,00,412.00	
7	Cost of Fourth year after Comprehensive AMC expiry of warranty period.	1	Year	17,76,109.00	17,76,109.00	
8	GST of Fourth Year CAMC Charges	1	Year	3,19,700.00	3,19,700.00	
9	Cost of Fifth year after Comprehensive AMC expiry of warranty period.	1	Year	17,76,109.00	17,76,109.00	
10	GST of Fifth Year CAMC Charges	1	Year	3,19,700.00	3,19,700.00	
	Five years CAMC including GST (Rounded off)					1,00,99,728.00
	Grand Total (Capital cost including GST + AMC cost of 5 years including GST) (Rounded off)					2,92,57,028.00
Rupees Two Crore Ninety-Two Lakh Fifty-Seven Thousand Twenty-Eight Only						

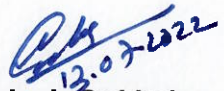

 (Rajesh Gokhe)
 General Manager (AS)

ANNEXURE- II**AAI OWNED ULTIMATE USER CONSIGNEE SITES****Central Server License to Host the trainees/instructor at three ASTI sites**

S. No.	Location	Server License
1	Data Centre, AAI CHQ	1

Trainee / Instructor Licenses

S. No.	For Location	Trainee Licenses	Instructor/Administrator License
1	ASTI, IAA Delhi	40	1
2	ASTI, Mumbai	40	1
3	ASTI, Guwahati	40	1


(Rajesh Gokhe)
General Manager (AS)

FORM OF PERFORMANCE SECURITY (GUARANTEE) BANK GUARANTEE BOND

(To be stamped in accordance with Stamp Act)

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

In consideration of the Chairman, **Airports Authority of India** [hereinafter called "**AAI**"] having offered to accept the terms and conditions of the proposed agreement

_____ and
 _____ [here-in-after called "**Contractor**"] for the works _____ [here-in-after called "the said agreement"]
 vide Order no. _____ dated _____, having
 agreed to production of irrevocable Bank Guarantee for Rs. _____
 (Rupees _____ only) as a
 security/guarantee from the Contractor 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 demure, 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. Any such demand made on the Bank 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 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 this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-In-charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the Contractor 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 Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against the said Contractor 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 extension being granted to the Contractor or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
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 _____ unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ (Day) of _____ (Month), _____ (Year)

For _____ (indicate the name of bank)