



Ref. No.: AAI/CNS-P/PO-03/GNSS/GAGAN/INRES-PR/2022/417

Date: 29th April 2022

To,

M/s S Cube Storage Systems Private Limited
222, Tarun Enclave, Pitampura
North Delhi, Delhi- 110034
India

Subject: Supply of fifteen (15) nos. IBM Processors (Servers) S914-9009-41G for GAGAN INRES sites.

REFERENCE:

1. AAI Tender No. AAI/CNS-P-09/2021-22 (Tender Id: 2022_AAI_106348_1) published on 18th February 2022 and subsequent Corrigendum published at CPP Portal.
2. Bid documents received from M/s S Cube Storage Systems Private Limited at CPP Portal.

Dear Sir,

1. Reference is made to the above mentioned correspondences and your offer submitted.
2. In this regard Airports Authority of India hereinafter referred to as purchaser, is pleased to place a purchase order to M/s S Cube Storage Systems Private Limited, hereinafter referred to as supplier for Supply of fifteen (15) numbers IBM Processors (Servers) [Make/Model: S914-9009-41G] for GAGAN INRES sites as per details in Annexure-II.

3. PRICE

- 3.1. The items as per Annexure-I (of this PO) shall be delivered by the supplier at a total cost of Rs. 2,15,76,300/- (Rupees Two Crores Fifteen Lakhs Seventy-Six Thousand Three Hundred Only) including applicable taxes. The price includes logistic, insurance, freight charges, shipment charges, & other applicable taxes etc. AAI will not pay any additional amount.
- 3.2. The items shall be delivered by the supplier at the Consignee address provided in Annexure-II.
- 3.3. Supplier will carry out pre-installation checks to demonstrate the technical specifications of the equipment supplied at respective consignee sites in the presence of AAI representatives within 30 days after delivery of the items at the respective AAI sites.



- 3.4. The equipment supplied shall be free from all defects of design, material and workmanship and upon written notice from AAI, the supplier shall fully remedy, free of expenses to AAI, all such defects as developed under the normal use of the said equipment within the period of guarantee/warranty.

4. STANDARD & PROVEN PRODUCT

- 4.1. Bidder shall supply IBM PROCESSORS (SERVERS) S914-9009-41G (Qty. 15 nos.) at Consignee sites mentioned in Annexure-II.
- 4.2. State of the art technology shall be deployed in the said Processors (Servers) offered and all designs, materials, manufacturing techniques and workmanship shall be in accordance with the highest accepted international standards. The Processors (Servers) offered for supply under this PO should be IBM Processors (Servers) Make/Model: S914-9009-41G. It shall be in operation.
- 4.3. The Processors (Servers) offered for supply in this tender should be IBM PROCESSOR (SERVER) S914-9009-41G. It shall be in operation.
- 4.4. The offered (Processors) Servers shall be currently under production and shall be under supply or shall have been supplied in last nine (9) years.

5. TIME / DELIVERY, TESTING SCHEDULE AND PART SUPPLIES

- 5.1. Effective date is defined as under: Date of issue of purchase order. Date of supply of goods will be taken as indicated on Gate Pass.
- 5.2. **Supply:** Items shall be supplied within 120 days from the effective date at Consignee address mentioned in Annexure-II.
- 5.3. **Testing at AAI Site:** Successful bidder will carry out pre-installation checks to demonstrate the technical specifications of the equipment supplied at respective consignee sites in the presence of AAI representatives within 30 days after delivery of the items at the respective AAI sites.
- 5.4. After successful pre-installation testing, the supplier may provide any additional support for the IBM Processors supplied under the PO/contract at the time of installation.



6. LIQUIDATED DAMAGES & RECOVERIES

- 6.1. In case of delay in completion of uncompleted portion viz. Supply, Installation, Training, SAT of the contract, a sum equivalent to 0.5 (half) per cent per week for the price of uncompleted portion / activity / delivery of contract cost executed / completed beyond delivery schedule is recovered as liquidated damages. The total damages shall not exceed 10 (Ten) per cent of the value of delayed activities. The liquidated damages shall be calculated on the base cost without the Govt. taxes and duties.
- 6.2. AAI, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted with levy of L.D., AAI will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor an agreed compensation amount calculated at 0.5 % of the total value of the uncompleted portion of work per week or part thereof subject to a maximum of 10% of total contract value.
- 6.3. No LD shall be applicable for partial hand over of site by AAI or any delay on part of AAI for each milestone.
- 6.4. GST at the applicable rate (currently 18%) of LD amount shall be recovered in addition to the LD amount.

7. TIME: THE ESSENCE OF CONTRACT

- 7.1. The time and date of completion of the works as contained in the Bidder's proposal and as agreed to contractually after modifications, if any, shall be final and binding upon the Contractor. It must be understood that the Bidder has made the proposal after fully considering all such factors which may have any bearing on the time schedule of the contract, and no extension in the schedule whatsoever shall be permitted on these accounts by AAI.

8. DELAY & NON-CONFORMANCE

- 8.1. In case of time schedule including approved delay with or without levy of liquidated damages for late delivery of equipment as contained in Para 5 & 6 above not being adhered to, AAI shall have the right to cancel the order wholly or in part thereof without any liability of cancellation charges and procure the goods elsewhere in which case the successful Contractor shall make good the difference in the cost of goods procured elsewhere and price set forth in the order with the successful Contractor.



- 8.2. In the event of rejection of non-conforming goods, the successful Contractor shall be allowed to correct the non-conformities without extension in delivery period. If successful Contractor fails to do so within the stipulated time, the purchaser shall have the right to take recourse to para 8.1

9. DEDUCTIONS FROM CONTRACT PRICE

- 9.1. All costs, damages or expenses which the AAI may have paid, for which under the contract the Contractor is liable, will be claimed by the AAI. All such claims shall be billed by the AAI to the Contractor regularly as and when they fall due. Such bill shall be supported by appropriate and certified vouchers or explanations to enable the Contractor to properly identify within fifteen days of the receipt of the corresponding bills and if not paid by the Contractor within said period, the AAI may then deduct the amount from any money due or becoming due to the Contractor under the contract or may be recovered by actions of Law or otherwise, if the Contractor fails to satisfy the AAI of such claims.

10. RIGHT TO ACCEPT OR REJECT THE TENDERS

- 10.1. The right to accept the tender in full or in part/parts will rest with AAI. However, AAI does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 10.2. Tenders, in which any of the particulars and prescribed information is missing or is incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected.

11. TERMINATION OF CONTRACT AT PURCHASER'S INITIATIVE

- 11.1. The AAI reserves the right to terminate the contract either in part or in full due to the reasons other than specified herein. The AAI shall in such an event give 15 days' notice in writing to the Contractor of their decision to do so.
- 11.2. The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the AAI, stop all further subcontracting or purchasing activity related to the work terminated, and assist the AAI in maintenance protection, and disposition of the works acquired under the contract by the AAI.

12. DISPUTE RESOLUTION, ARBITRATION & JURISDICTION

- 12.1. If a dispute of any kind whatsoever arises between the AAI and the contractor in connection with or arising out of the contract or the execution of works, whether



during the execution of works or after their completion and whether before or after the repudiation or termination of contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of Project Manager; the matter in dispute shall, in first place be referred to the ED(CNS-P-II). If the dispute remains unresolved then it shall be referred to Dispute Resolution committee (DRC) appointed by Chairman, AAI.

- 12.2. The fees and other expense (for external members of DRC, if any) if payable shall be paid equally by both the parties i.e. AAI and Contractor. The vendor / contractor shall raise the formal dispute with ED(CNS-P) within 15 days of arising of the dispute requesting for a specific referral to the Dispute resolution committee. No dispute / arbitration shall be accepted after 30 days of release of the final payment.
- 12.3. DRC thus constituted shall act as 'conciliator' and will be guided by principles of 'conciliation' as included in part III of Arbitration & conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015.
- 12.4. DRC shall adopt a procedure based on principles of equity and natural justice, giving full opportunity to both the parties to present their view points to their satisfaction. The DRC shall give full consideration first to the contract conditions and if specific issue is not addressed under contract conditions, it will be guided by principles of objectivity, fairness and justice considering among other things, the rights and obligations of the parties and usages of trade concerned and circumstances surrounding the disputes including any previous business practices between the parties.
- 12.5. When it appears that there exist elements of a settlement which may be acceptable, the possible settlement will be drawn and given to parties in draft form, for their acceptance.
- 12.6. If all parties agree on a settlement of disputes, a written agreement shall be drawn and signed by parties. DRC shall authenticate the 'Settlement Agreement' and furnish a copy thereof to each party.
- 12.7. DRC shall give its report/settlement agreement within FORTY-FIVE days of its constitution.
- 12.8. The Parties shall be entitled for invoking the arbitration clause only after exhausting the remedy available under the Dispute Resolution Mechanism
- 12.9. Any party not satisfied with the award / decision of the Dispute Resolution committee may refer the matter for resolution through Arbitration Mechanism.
- 12.10. Except where otherwise provided in the contract, all questions and disputes relating to the provisions of this contract (if not resolved through DRC) shall be referred under the provisions of Arbitration and Conciliation Act, 1996 and its subsequent amendment thereof to a sole arbitrator for adjudication of such disputes.



Before referring the matter of disputes to such sole arbitrator, if so agreed upon, the parties are required to give their express consent, agreed to by AAI, to the extent that they have no objection towards appointment of such person as Arbitrator as proposed by AAI.

- 12.11. The language of the arbitration proceedings shall be in English. The place of the arbitration shall be Delhi.
- 12.12. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him and give separate award against each dispute and claim referred to him.
- 12.13. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be equally shared by both the parties.
- 12.14. The award of the arbitration shall be final and binding upon parties.
- 12.15. Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and AAI shall give effect forthwith to every decision of the Project manager or his nominee unless and until the same shall be revised, as hereinafter provided by the Dispute Resolution Mechanism or in an Arbitral Award.
- 12.16. Either party can approach a court having jurisdiction within 90 days against the arbitration award.
- 12.17. All questions, disputes or difference arising under and out of, in connection with this contract shall be subject to the exclusive jurisdiction of the courts at Delhi / New Delhi.

13. PERFORMANCE BANK GUARANTEE

- 13.1. Performance Security (PBG) shall be furnished by successful bidder within 30 days after notification of the award in the form of an irrevocable and unconditional bank guarantee on a Nationalized / Scheduled Bank for an amount equal to 3% per cent of the value of the contract (plus GST at the rate of 18% on the amount of PBG) as per Performa attached as Annexure – V and it shall remain valid for a period of 180 (One hundred eighty) days beyond the date of completion of all contractual obligations of the supplier, including warranty.
- 13.2. Performance of the supplied system will be monitored during tenure of Contract. AAI reserve the right to invoke the PBG for deficiency / non-performance observed at a particular site. The Performance security will be forfeited and credited to the accounts of AAI in the event of breach of contract by the contractor.
- 13.3. In case the Contractor fails to submit the PBG within stipulated period, interest at 12% p.a. on Performance Guarantee amount would be levied (non-refundable) for



delayed period of submission and shall be deducted from EMD or from amount payable to bidder.

- 13.4. In case successful bidder fails to submit performance bank guarantee within 60 days, AAI reserves the right to forfeit EMD and cancel the order. The TS authority may accept the PBG with delay and may waive-off the payable interest with justified reasons to be recorded on the file.
- 13.5. The guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.
- 13.6. The performance security shall be deemed to govern the following guarantees from the Contractor, in addition to the other provisions of the guarantee.
- 13.6.1. The equipment supplied shall be free from all defects of design, material and workmanship and upon written notice from AAI, the Contractor shall fully remedy, free of expenses to AAI, all such defects as developed under the normal use of the said equipment within the period of guarantee/warranty.
- 13.6.2. The performance guarantee is intended to secure the performance of all the IBM Processors (Servers) supplied under the Tender/PO. However, it is not to be construed as limiting the damages stipulated in any other clause.

13.7. Acceptance of PBG

The following methods for verification may be considered:

- a) BG shall be as per the prescribed format and shall be checked for correctness in terms of text, PO no., validity, amount from the contract document and take corrective action in case of any discrepancy.
- b) The BG shall contain the name, designation and code number of the Bank officer(s) signing the guarantee(s);
- c) The BG shall contain the address and other details (including telephone no.) of the controlling officer of the bank from the branch of the bank issuing the BG);

Anyone or more of the above methods may be adopted for ensuring genuineness of BGs, which is compatible with the guidelines of Banks/Reserve Bank of India.

Or

Use of Structured Financial Messaging System (SFMS) for Confirmation of PBG from issuing bank to AAI Bank.

Note: contractors, suppliers etc. shall ensure that BGs to be submitted by them shall be sent to the organization directly by the issuing bank under Registered Post / Registered (A.D.) / Speed Post. In exceptional cases, where the BGs are received directly through the contractors, suppliers etc., the issuing branch should be requested to immediately send by Registered post / Registered Post (A.D.) / speed



post an unstamped duplicate copy of the guarantee directly to AAI with a covering letter to compare with the original BGs and confirm that it is in order.

13.8. BG Verification through SFMS of ICICI Bank

- 13.8.1. Verification of Bank Guarantees submitted by Vendors/Customers/Concessionaires to AAI will be done through Structured Financial Messaging System (SFMS) of ICICI bank.
- 13.8.2. Supplier while submitting the documents to BG issuing bank, will also submit letter to the issuing bank as per the format mentioned in the Form-I.
- 13.8.3. Based on the above inputs from the vendor/customer/concessionaire, the BG confirmation message through SFMS will be triggered to the beneficiary bank i.e. ICICI bank and on the basis of unique identifier code, the BG confirmation mail will be received in the designated email ids issued to the respective units of AAI.
- 13.8.4. Supplier/customer/concessionaire shall submit the Original BG document along with copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.
- 13.8.5. In order to view online, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) IFN 767COV (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.
- 13.8.6. In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below field, BG confirmation through online portal would not be updated.
- 13.8.7. Please note that the issuing bank while issuing/amending the BG, should ensure that the unique identifier code of AAI is correctly captured in the message i.e. IFN 760COV/ IFN 767COV. Bank Details of AAI is provided below:
- 13.8.8. Prospective supplier shall submit BG (PBG/BG-SD/FBG) in accordance with the bank details as indicted below:

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



14. FORCE MAJEURE

- 14.1. AAI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed.
- 14.2. Force majeure means unexpected circumstances such as an act of God (any natural calamity like earthquakes, floods, storms, etc.); acts of states; act of war (declared or un declared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage; any hostilities, national emergencies, civil commotions, agitations, boycott, strikes etc. (only those which exceed a duration of ten continuous days) that can prevent the contractor from fulfilling their obligation under the contract.
- 14.3. The Contractor's right to an extension of the time limit (not exceeding the period during which relative performance was affected by the Force majeure Event) in above mentioned cases is subject to the following procedures:
- The firm / contractor has to inform AAI in writing (give notice) of Force Majeure (FM) as soon as it occurs (not later than 10 days) requesting for extension of time. The Force Majeure cannot be claimed ex-post facto.
 - Notice shall include nature, time of occurrence and extent of force majeure event. Contractor shall produce evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities. Notice shall also include the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage.
 - Contractor proves that the said conditions have actually interfered with the carrying out of the Contract.
 - Contractor proves that the delay occurred is not due to his own action or lack of action.
- 14.4. Apart from the extension of the time limit, force majeure does not entitle the supplier to any relaxation or to any compensation of damage or loss suffered.
- 14.5. The Contractor shall use all reasonable endeavors, acting as a Reasonable and prudent person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Contractor claiming Force Majeure if it fails to use such reasonable endeavors during or following any such event of Force Majeure.
- 14.6. The Contractor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.



- 14.7. The Contractor shall notify AAI when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance of its obligation under this Agreement as soon as possible after such termination or abatement and upon resumption shall notify AAI of the same in writing.
- 14.8. Costs: Each party shall bear its costs, if any, incurred as a consequence of the Force majeure Event.

15. PAYMENT TERMS

15.1. Payment to the Contractor shall be made in the following manner: -

- I. 70% of purchase order price for supply of equipment and accessories, 100% of freight and insurance, applicable taxes and duties against receipt of goods at site in good condition on submission of the following documents in ORIGINAL:
 - a) Invoice + 2 copies
 - b) Itemized Packing list + 2 copies
 - c) Certificate of Factory Test Report (FTR) issued by OEM.
 - d) Certificate of goods received at site in physically good condition issued by AAI (as per Annexure-III).
- II. Balance 30% of purchase order price for supply of equipment & accessories, upon successful completion of the testing by AAI in presence of Bidder's representatives, against submission of the following documents in ORIGINAL:
 - a) Invoice + 2 copies
 - b) Certificate of completion of Pre-installation Testing at Consignee Sites, issued by authorized representative of AAI (as per Annexure-IV).

16. GUARANTEE/WARRANTY

- 16.1. All goods or material shall be supplied strictly in accordance with the specifications. No deviation from such specifications of these conditions shall be made without AAI's agreement in writing must be obtained before any work against the order is commenced. All materials furnished by the successful Contractor pursuant to the Order (irrespective of whether engineering/design or other information has been furnished, reviewed or approved by AAI) are required to be guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by AAI) and shall be free from faulty design to the extent such design is not furnished by AAI. The goods/material used by the successful Contractor and its workmanship should be of proper quality so as to fulfil in all respects, the operating conditions and other requirements specified in the order.
- 16.2. If any trouble or defect originating from the design, materials, workmanship or operating characteristic of any materials arise at any time prior to **36 months** from



successful pre-installation check at Consignee Sites the Contractor is notified thereof, the Contractor at his own expense and at no cost to AAI, as promptly as possible make such alterations, repairs and replacements at the site as may be necessary to permit facilitate the functioning of the equipment in accordance with the specifications. The warranty period of repaired or replaced goods shall be extended for a period equal to the turnaround time (out of service period).

16.3. In the event that the materials supplied do not meet the specifications and/or are not in accordance with the drawings, data sheets and rectification as required at site, AAI shall inform the Contractor giving full details of deficiencies. The Contractor shall, at his own expense, meet and agree with the representatives of AAI the action required to correct the deficiencies and shall attend to the deficiencies at his own expense. Replacement under warranty clause shall be made by the Contractor free of all charges at site including freight, insurance and other incidental charges.

16.4. Successful Contractor shall repair the unserviceable items failed during the warranty period within turnaround time of 30 days. Turnaround period is defined as the time period between the unserviceable item received by the Contractor in factory and time when serviceable item is dispatched from the factory. Any delay in repairing the unserviceable card shall attract LD which shall be deducted from the performance Bank Guarantee.

16.5. LD due to delay in repairing item during warranty shall be calculated as follows:

a) (Average delay in repairing one module) is equal to total number of days of delay, beyond turn around, in repairing unserviceable items during warranty period divided by total number of items repaired during warranty period.

b) (Value of performance Bank guarantee/300)

c) (value to be recovered) = a x b

Maximum value of recovery shall not be more than 50% of value of performance Bank Guarantee towards delay in warranty repair.

d) Remaining 50 % value of Performance Bank guarantee can be recovered towards non-performance of equipment as per tender condition/scope of the contract. Case for such recovery shall be initiated at least two months in advance before the expiry of Performance Bank Guarantee by the Officer-In-Charge of station where equipment/System is installed. Case shall be forwarded to CHQ for recovery action by clearly indicating the non-performance issue and the response of the supplier of the equipment/System.

Final decision on the matter will be of ED (CNS-P) in case of new equipment and of ED (CNS-OM) in case of maintenance contracts.



- e) Supplier shall issue a repair certificate after every repair of unserviceable item indicating cause of failure and turn-around time for the purpose of calculating LD due to delay in repair during warranty.
- 16.6. During the warranty period Contractor shall provide remote Technical and Operational support on 24 hours basis through telephone and email.
- 16.7. AAI reserves the right to encash complete value of performance Bank guarantee if the performance of equipment/system is not satisfactorily without assigning any reason.
- 16.8. During warranty period, the contractor shall provide free replacement of any defective items of the equipment supplied against this work.
- 16.9. During the Warranty Period, AAI will report all the hardware and software failures and malfunctions to the contractor who shall document all correspondence.
- The documentation shall be detailed in the following way:
- date of failure or malfunction reported
 - description of the failure or malfunction
 - status of the anomaly raised (inputs awaited, investigation underway, resolved, solution implemented, anomaly closed etc.)
 - all correspondence concerning the anomaly.

17. TESTING AND INSPECTION

- 17.1. The testing and inspection of Processors (Servers) procured shall be carried out as described in para 19 & 20.

18. FACTORY TEST REPORT (FTR)

- 18.1. The successful bidder shall submit the Factory Test Report carried out by OEM. The certificate issued by the Quality Control Department, complete with all test results as contained in the FTR Document, shall be sent by e-mail to Executive Director (CNS-Planning-II) (email: edcnsp2@aai.aero) immediately after completion of the Factory tests.
- 18.2. Original copy of the FTR shall be dispatched along with the processor (server) for respective consignee sites.

19. POST RECEIPT / PRE-INSTALLATION TESTING

- 19.1. Notwithstanding the pre-supply tests, the Items on receipt in the Buyer 's premises will be checked after receipt and if, boxes containing the equipment are found damaged on external examination, or the seal found to be tempered, these items shall be rejected and shall be replaced free of cost to the Buyer.



20. TESTING AT CONSIGNEE SITES

- 20.1. Successful bidder shall carry out pre-installation checks to demonstrate the technical specifications of the equipment supplied at respective consignee sites in the presence of AAI representatives within 30 days after delivery of the items at the respective AAI sites.

21. PACKING AND MARKING

- 21.1. All packing should be strong enough to withstand rough handling during loading, unloading and transporting of the packages. Fragile articles should be packed with special precaution and should bear markings such as 'Fragile', 'Handle with care', and 'This Side Up' etc.
- 21.2. All delicate surfaces of equipment/goods should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 21.3. Attachments and spare parts of equipment and all small pieces shall be packed in wooden crates with adequate protection inside the crates and wherever possible should be sent along with the major equipment. Each item shall be provided an identification so as to identify it with the main equipment and part number and reference number shall be indicated.
- 21.4. All protrusions and threaded fittings shall be suitably protected and openings shall be blocked by covers. All wires shall be labelled clearly with the system and interface type that the wires connect to at each end. Contractors shall submit their labelling strategy – colours, fonts, details – at the Design review or before, and they are subject to the approval of AAI.
- 21.5. Wherever required equipment material shall be packed in polyethylene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect the equipment. Pipes/tubes made of stainless steel, copper etc. shall be packed in wooden crates irrespective of their sizes. The Contractor shall be held liable for all damages or breakage of the goods attributable to defective or insufficient packing as well as for corrosion due to insufficient protection.
- 21.6. On three sides and top of package, markings as desired by AAI, shall be provided with indelible paint.
- 21.7. In case supplier is responsible for delivering the items upto site, then the contractor shall send the goods to ultimate AAI owned user consignee sites, in a fully packed condition as per requirement of component/equipment and fully insured.
- 21.8. All packing should be strong enough to withstand rough handling during transporting of the Items packages.



22. PATENTS, SUCCESSFUL CONTRACTOR'S LIABILITY & COMPLIANCE OF REGULATIONS

- 22.1. Successful Contractor shall protect and fully indemnify AAI from any claims for infringement of patents, copy right, trade mark or the like.
- 22.2. Successful Contractor shall also protect and fully indemnify AAI from any claims from successful Contractor's workmen/employees, their heirs, dependents, representatives etc. or from any other person(s) or bodies/companies etc. for any act of commission or omission while executing the order.
- 22.3. Successful Contractor shall be responsible for compliance with all requirements under the laws and shall protect and indemnify AAI completely from any claims/penalties arising out of any infringements.

23. SUBSTITUTION & WRONG SUPPLIES

- 23.1. Unauthorized substitution or pirated software / equipment or materials delivered not complying with the description or quality or supplied in excess quantity or rejected goods shall be taken back by the Successful Contractor at his cost and risk.
- 23.2. Contractor shall not substitute any item at the time of delivery against the item mentioned in purchase order unless the item is no longer available in the market due to obsolesce or any other reason and OEM issues the certificate to this effect. With no additional cost, AAI shall accept the higher version of item of same make and better Technical specifications if it is approved by Executive Director (CNS-P)-II.

24. FREIGHT AND INSURANCE

- 24.1. Successful Bidder is responsible for delivering the items up to ultimate consignee and he shall make his own arrangement for obtaining Road permits/entry passes for transporting the system to ultimate Consignee Airport, however, AAI will provide the requisite documents for obtaining road permits i.e copy of purchase order, authorization letter etc. Nothing extra shall be paid by AAI.
- 24.2. The supplies shall be quoted inclusive of freight and Insurance charges from Ex-works to Consignee.
- 24.3. Contractor to arrange insurance for the entire supplies up to consignee and Contractor shall be responsible for making insurance claims in case of damage or loss of insured items.
- 24.4. All items shall be fully insured by the contractor. The cost of Insurance and Freight shall be paid by the contractor. The documents in support of insurance policy shall be submitted to AAI before shipment.
- 24.5. The contractor shall send the goods to Consignee site, in a fully packed condition as per requirement of components / equipment and fully insured.



- 24.6. Packing lists, consignment details in terms of volume/weight, size, number of boxes and container load etc. shall be submitted to AAI by the successful bidder before shipment
- 24.7. The documents in support of freight & insurance shall be submitted to AAI before shipment.

25. DISPATCH OF DOCUMENTS

- 25.1. The contractor shall send all the relevant dispatch documents as specified in the contract well in time to AAI to enable AAI to clear or receive (as the case may be) the goods in terms of the contract.
- 25.2. The successful bidder shall forward two sets of the following documents, one each to the Executive Director (CNS – Planning)-II and the port consignee (as mentioned in Annexure-II) as soon as goods are dispatched:
- a) Invoice + 2 copies
 - b) Itemized Packing list + 2 copies
 - c) Certificate of Factory Testing Report (FTR) issued by the concerned department of OEM.
 - d) Certificate of goods received at site in physically good condition issued by AAI as given in Annexure-III
- 25.3. The tax invoice for supply of the mentioned goods/services/both has to be raised in pursuance of Section 31 of CGST Act to the concerned unit, which has actually received such supply, implying thereby that where the goods/ services are supplied to a unit, the tax invoice shall be raised to such unit.

26. TAXES, PERMITS AND LICENCES

- 26.1. Contractor shall be liable to pay any and all taxes, levies, lawfully assessed against AAI or Contractor in pursuance of the contract.

27. PROJECT / PURCHASE MANAGER

- 27.1. Project Manager for the work, who shall be responsible for the smooth implementation of the PO terms and conditions is as follows:
- (a) Shri Jai Prakash Sah, SM(CNS)-GAGAN,
Airports Authority of India,
Rajiv Gandhi Bhawan, Safdarjung Airport,
New Delhi-110003
Email id: jpsah@aai.aero;
Contact no.: +91-9419059529



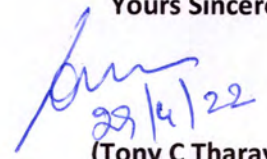
28. SCOPE OF WORK

- 28.1. Delivery of fifteen (15) numbers of IBM PROCESSOR (SERVER) S914-9009-41G units. The detail Bill of Material is mentioned in Annexure – I.
- 28.2. Delivery of Factory Test Report (FTR) issued by OEM.
- 28.3. Delivery of the items to the ultimate consignee as mentioned in Annexure-II.
- 28.4. Delivery of Warranty certificate from OEM for the delivered equipment. The details of minimum warranty period are mentioned in Para – 16 of this Purchase Order.
- 28.5. Pre-installation test report issued by AAI site Project Manager (refer Annexure-IV).

29. MISCELLANEOUS

- 29.1. In addition to the above, any other information / description, the Contractors may wish to provide, like the features / performance figures specified / indicated should be with supporting documents / calculations. All figures indicated by the Contractors must be fully qualified and subject to coordinated performance.
- 29.2. AAI reserves the right to change the quantity to be supplied to the extent to $\pm 30\%$ of the tendered quantity or part thereof, indicated in Annexure-I, at the time of placement of purchase order.
- 29.3. Price applicable at the time of placement of purchase order for the equipment and accessories should be valid for a period of one year from the date of award of first contract. AAI retains the right to place orders for an additional quantity (generally 30 %) in accordance with the same terms and conditions of the present contract.

Yours Sincerely


28/5/22

(Tony C Tharayil)

General Manager (CNS)-GNSS

For AIRPORTS AUTHORITY OF INDIA

Copy to:

1. ED(CNS-P)-II, CHQ, New Delhi
2. GM(CNS)-GAGAN, Bangalore
3. GM(CNS), IGI Delhi
4. GM(Fin.-ANS), CHQ, New Delhi
5. File No.- NP-98/15/2022-GNSS

टोनी सी. थारायिल / TONY THARAYIL
महानिदेशक (सी.एन.एस.)-जीएनएस / General Manager (CNS)-GNSS
भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India
राजीव गांधी भवन / Rajiv Gandhi Bhawan
सफदरजंग हवाई अड्डा / Safdarjung Airport
नई दिल्ली-110003 / New Delhi-110003



Annexure-I

Bill of Material & itemized cost

Sl.	Item Details	Qty	Total unit rate in INR including GST	Net Amount in INR including GST
1	IBM PROCESSOR (SERVER) S914-9009-41G with specifications mentioned in Annexure-VI	15	14,38,420/-	2,15,76,300/-
Total Amount*		Rs. 2,15,76,300/-		
Total in words		Rupees Two Crores Fifteen Lakhs Seventy-Six Thousand Three Hundred Only		

*Inclusive of applicable GST. Current rate is 18%.



Annexure-II

INSTALLATION SITES (ULTIMATE CONSIGNEE)

S. No.	Station	Consignee Address	Contact Details		
			Name	Phone	E-mail Id
1.	Bengaluru	O/o General Manager (CNS- GAGAN), Airports Authority of India GAGAN Complex, Kundalahalli, Bengaluru- 560037	Mr. Anurag Gupta, AGM(CNS)	+91-7676322358	a_gupta@aai.aero
2.	Delhi	O/o Joint General Manager, (CNS- GAGAN), Airports Authority of India GAGAN Complex, Kunwar Singh Nagar, Ranholla, Nangloi, New Delhi-110041	Mr. Ajay Sangwan, AGM(CNS)	+91-8800341020	ajaysangwan@aai.aero
3.	Guwahati	CNS In-charge, Airports Authority of India, Lokpriya Gopinath Bordoloi International Airport, Guwahati-781015	Mr. Himanshu Das, AGM (CNS)	+91-9435401967	cnsicvegt@aai.aero
4.	Port-Blair	CNS In-charge, Airports Authority of India, Veer Savarkar International Airport, Port-Blair- 744103	Mr. Rajesh R, AGM (CNS)	+91-9482520463	cnsic_vopb@aai.aero
5.	Trivandrum	CNS In-charge, Airports Authority of India, Thiruvananthapuram International Airport, Trivandrum- 695008	Mr. Salim M, Jt. GM(CNS)	+91-9449015414	cnsicvotv@aai.aero



Pro-Forma for Certificate of delivery of Items at Consignee Site(s)

It is to certify that M/s has successfully delivered

Number of boxes with packing list of IBM Processors (Servers) S914-9009-41G , (Qty.03 nos.) at (Name of the Station) INRES site on(date of delivery). The delivered boxes are found in physically good condition during external examination.

Date:

[Signature and Name of the
authorized AAI Official]

Place:



Pro-Forma for Certificate of completion of Pre-installation Testing

It is to certify that M/s has successfully carried out Power-ON & subsequently Pre-installation Testing on(date of testing) to demonstrate the technical specifications of the IBM Processors (Servers) S914-9009-41G (03 nos.) supplied at (Name of the Station) INRES site in the presence of AAI representatives.

Date:

[Signature and Name of the
authorized AAI Official]

Place:



Annexure-V

PROFORMA FOR PERFORMANCE BANK GUARANTEE (PBG)

1. In consideration of the Chairman, Airports Authority of India [hereinafter called "AAI"] having offered to accept the terms and conditions of the proposed agreement between AAI and [here-in-after called "the said Contractor(s)"] for the works "**Supply of fifteen (15) numbers IBM Processors (Servers) [Make/Model: S914-9009-41G] for GAGAN INRES sites**" [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(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
We..... (indicate the name of the Bank) [hereinafter referred to as "the Bank"] hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs..... (Rupees.....only) on demand by AAI.
2. We.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any 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(s). 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 (s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
5. 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 Project-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 said contractor(s) and accordingly discharges this guarantee.



6. We(indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect so relieving us.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).

We..... (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

7. 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..... (Rupeesonly) 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).

Signature of bidder with seal



Form-I

Request letter: Transmission of Bank Guarantee Cover Message <to be submitted by applicant to BG issuing bank>

Date:

The Manager,
.....(Bank)
.....(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear Sir /Ma'am,

I/We,, request you to include unique identifier-----
----- in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC ICIC0000007).

Thanking you,

.....
(Vendor/Customer/Concessionaire)



Annexure-VI

IBM S914 Processor (Server) Specifications

Machine / Feature	Description	Qty
9009-41G	9009 Model 41G	1
	AIX Partition Specify	1
	Primary OS - AIX	1
	Factory Deconfiguration of 1-core	3
	VGA to DVI Connection Converter	1
	Rack Indicator- Not Factory Integrated	1
	PowerVM Enterprise Edition	1
	POWER GXT145 PCI Express Graphics Accelerator	1
	4 Port Async EIA-232 PCIe Adapter along with cable (46K6735) and wrap plug (42R5143)	1
	PCIe2 4-port 1GbE Adapter	2
	Power Cord 1.8m (6-ft), Drawer to Wall (125V/15A)	4
	Language Group Specify - US English	1
	New AIX License Core Counter	1
	AC Power Supply - 1400W for Server (200-240 VAC)	2
	Base Storage Backplane 12 SFF-3 Bays/RDX Bay	1
	Rack-mount Rail Kit	1
	Front IBM Bezel for 12-Bay BackPlane	1
	16 GB DDR4 Memory	2
	Power Cord 4.3m (14-ft), Drawer to IBM PDU (250V/10A) for India	2
	4-core Typical 2.3 to 3.8 Ghz (max) POWER9 SERVER	1
	One SERVER Core Activation for #EP50	4
	600GB 10K RPM SAS SFF-3 Disk Drive (AIX/Linux)	2
	Operator Panel LCD Display	1
	Cable Ties & Labels	1
	Standalone USB DVD drive w/cable	1
5765-G98	IBM AIX 7 Standard Edition	1
	Per SERVER Power - Small	1
5765-VE3	IBM PowerVM Enterprise Edition V3	1
	Per SERVER Core N/C (Small)	1
5773-PVE	3-Year SWMA for 5765-PVE/VE3	1
	Per Proc SW Maint Registration (Small)	1
5773-SM3	3-Year SWMA for 5765-C34/E61/E62/G03/G62/G98	1
	Per SERVER 3 Yr SWMA Small Power Reg	1
	SWMA Renewal Registration	1
Accessories required for each processor (server)		
	1-Ø Voltage Up Converter (110VAC to 220VAC): 2KVA, 8A, 50/60 Hz	2
	RJ45 Ethernet Loopback Adapter	1



Annexure-VII

Format for Test Report of IBM Processors (Servers)

Date:.....

Equipment being checked:

IBM Processor (Server)

Model Number:

S914-9009-41G

Serial Number:

.....

S. No.	Action	Compliance
1	Physical Condition of the server	
2	Installation of Rail Kits	
3	Connect the server to the power adapter (120V to 240V converter) supplied along with the server	
4	Switch ON the server. Observe the Power Green LED is glowing. Operator panel LCD display is lit along with power LED.	
5	Configure ASMI using Laptop	
6	Access ASMI using LAPTOP	
7	Show system details using ASMI/ Physically:	
	a) Single Core (CPU)	
	b) Memory (2* 16 GB)	
	c) Hard Disk (2* 600 GB)	
	d) 4-port 1GbE Adapter * 2	
	e) Standalone USB DVD drive	
	f) POWER GXT145 PCI Express Graphics Accelerator	
	g) 2*Power Supply	

Checked By (M/s S Cube Storage Systems Pvt Ltd):

Test Result (Passed/Failed) :

Sign with Date
M/s S Cube Storage Systems Pvt Ltd

Sign with Date
AAI Representative