



By e-mail (Scanned Copy)/Post

Date: 04.05.2023

1029 - 1054

(Kind Attn.: - Mr. Ketan Sethi, Director- Aviation Division)

Dear Sir,

Reference is made to the above-mentioned correspondences and your offer (Technical, Commercial proposal and various subsequent clarifications and shortfall documents) submitted against above referred tender.

2. In this regard, Airports Authority of India, hereinafter referred to as purchaser, is pleased to place a purchase order for **"Supply of 21 Nos. Aircraft Rescue & Fire Fighting Vehicle (ARFFV) /Airfield Crash Fire Tender (ACFT) of 6,000 Litres Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years**

Guarantee/Warranty Period for use at various Airports in India as per Sl. No. (ii) of Para 3(A)-(b) of the MII order-2017, revision dated 16.09.2020 for award of 50% contract (i.e. 21 Nos. ARFFV /ACFT), as declared L1 bidder (Non-local supplier) as per details in **Annexure-I** (to this Purchase Order) on M/s National Fire Fighting Manufacturing FZCO (NAFFCO), Dubai, UAE hereinafter referred to as supplier. Technical specifications shall be as per **Annexure-III** attached to this Purchase Order.

- 2.1 M/s NAFFCO India Private Limited, Regd. office A6, Flat No. 10, Naraina Vihar, New Delhi – 110028 shall be the Indian Company/Associate of M/s National Fire Fighting Manufacturing FZCO (NAFFCO), Dubai, UAE.

3. Price:

- 3.1 The ARFFV / ACFT shall be supplied by the supplier at a total CIF value of **USD \$ 12,931,647.12** as per details mentioned in Clause 1.1 and of **INR ₹ 25,67,25,180.14** (INR ₹ 2,77,37,374.98 as per Clause 1.2 + CAMC Cost of INR ₹22,89,87,805.16 as per Clause 2) of **Annexure-I** of this Purchase Order respectively.

- 3.2 The Custom Duty shall be paid by Airports Authority of India directly to Custom Authorities.

- 3.3 The Custom Clearing & Forwarding Charges, Inland Transportation Charges and Inland Insurance shall be paid to Indian Company/Associate of M/s National Fire Fighting Manufacturing FZCO (NAFFCO), Dubai, UAE i.e. **M/s NAFFCO India Private Limited, Regd. office A6, Flat No. 10, Naraina Vihar, New Delhi – 110028, Registration No.: U36999DL2016PTC307874** as per details mentioned in Para (1) 1.2 of **Annexure-I** of this Purchase Order.

4. **Time Schedule:** Delivery Period, Testing & Inspection of ARFFV /ACFT, Payment Terms, Performance Bank Guarantee, Compensation for Delay and Guarantee / Warranty as per **Annexure-II** of this Purchase Order.

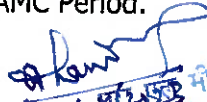
5. **Payment Terms:** As per clause 4 of **Annexure-II** of this Purchase Order.

6. **Paying Authority:** The Paying Authority shall be General Manager (Technical) / Jt.GM / DGM (Technical), Airports Authority of India, R G Bhawan, New Delhi 110 003 or GM / Jt. GM / DGM (Technical) of Metro Airports or GM / Jt. GM / DGM (Technical) of RHQs or Jt. GM / DGM / AGM / SM (Technical) of Airports as the case may be.

7. **Project Manager:** GM (Technical) shall act as Project Manager for the supply work, who shall be responsible for the smooth implementation of the contract as per the Tender Document, however for CAMC of each equipment, the Senior Most Technical Executive posted at consignee Regional/Airport shall be the Engineer-In-Charge.

8. Consignee:

- 8.1 The consignee for ARFFV/ACFT shall be various airports as per **clause 2 of Annexure- II**. Consignee Airports shall be responsible for proper receipt and coordination with the representatives of the firm / their Indian Company/Associate for rectification of any defects in ARFFV / ACFT during Guarantee/Warranty & CAMC period, signing of Supplementary Agreement for CAMC and its smooth implementation etc. The firm shall assume complete responsibility for supply, training and commissioning of ARFFV/ACFT at consignees and providing maintenance during guarantee/warranty and CAMC Period.


S. L. MEENA
General Manager (Tech.)
AAI Office Complex
New Delhi-110003

- 8.2 The exact quantity to be dispatched or location are subject to change. The final location shall be communicated by AAI before dispatch of ARFFV/ACFT by the supplier. No extra payment shall be paid in this account.

9. Mode of Transport, Freight & Insurance:

- 9.1 The contractor shall arrange, secure and maintain insurance (overseas/inland) policy beneficiary being AAI for both overseas, inland transportation and inland insurance policy having validity of minimum 01 (one) month as may be necessary and for all such amounts to protect his interest and the interest of the purchaser against the risk as detailed herein.
- 9.2 The risk that are to be covered to its insurance, shall include loss or damage in transit, theft, pilferage, riot, civil commotion where conditions exist, accidents of all kind, fire etc. The scope of insurance shall cover the entire value of the equipment from time to time.
- 9.3 In addition to Clause 9.1, the contractor at his own cost shall also arrange for Comprehensive insurance policy against each ARFFV/ACFT supplied for beneficiary being AAI having validity for a minimum period of 03 months after successful handing over of the ARFFV/ACFT at each consignee location covering loss, damage, theft, pilferage, riot, civil commotion, accidents of all kind, fire etc. where conditions exist.
- 9.4 Any loss or damage to the equipment due to under handling, transportation, till such time the equipment is delivered to the consignee shall be to contractor's account. The contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of equipment damaged or lost. The contractor shall provide the purchaser, a copy of the insurance policy and documents taken out by him in pursuance of the contract. Such copies of the documents shall be submitted to the purchaser immediately after such insurance coverage.
- 9.5 AAI reserves the right for own arrangement of shipping and insurance.

10. Purchaser's Right to Vary Quantities:

- 10.1 AAI may change the quantity or part thereof to be supplied by **+/-30% of the Tendered quantity (measurable)** but within the overall deviation limit of 30% of the contract value during currency of the contract.
- 10.2 AAI may purchase extra items, substitute items as per site requirements up to overall limit of 30% of the contract value.
- 10.3 Prices quoted shall remain **firm & fixed** and no escalation due to any reason other than statutory variation will be allowed during the currency of the contract.

11. Signing of Contract:

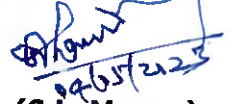
- 11.1 The successful bidder / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the date of issue of purchase order sign the contract consisting of the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof with any correspondence leading thereto. The format of Agreement shall be as per **Annexure-XIII** of the Tender

Document. No payment for the work done will be made unless contract in form of agreement is signed by the contractor.

- 11.2 The contractor shall enter into the supplementary agreement at respective consignee Airport/Region within 15 days before the commencement of CAMC. The format of supplementary agreement is enclosed and shall be as per **Annexure-XI**. No payment for the work done will be made unless contract in form of supplementary agreement for CAMC is signed by the contractor.
12. The salient features of this Purchase Order including annexures shall form a part of the contract and all terms & conditions mentioned in the tender Document and subsequent modifications circulated through corrigenda /addenda to the tender shall be a binding on both the parties. All other terms and conditions of NIT will be as applicable.
13. A duplicate copy of this Purchase Order is enclosed herewith, which may be returned back duly signed in each page, to this office as a token of acceptance.
14. The Contractor has to submit PBG against supply and commissioning within 30 days of issue of this purchase order.
15. The contractor has to submit one set of hard copy along with soft copy of complete Technical literature, brochures, design, drawings etc. along with OEM Certificate & supporting documents complying Technical specifications of NIT as per Section- D before 02 months of scheduled prototype inspection.
16. Please acknowledge the receipt of this Purchase Order.

Yours Sincerely,

For AIRPORTS AUTHORITY OF INDIA


(S.L. Meena)

Jt. General Manager (Technical)

AAI, AAI Office Complex, SAP,
New Delhi-110003

Telefax: 011 24635799

CC to:

1. Regional Executive Director,
Airports Authority of India
NR/WR/SR/ER/NER
New Delhi/Mumbai/Chennai/Kolkata/Guwahati
2. Airport Director: Kishangarh/Kullu/Ludhiana/Gondia/Jalgaon/Bhavnagar/Diu/Kandla/Keshod/
Kolhapur/Porbandar/Kalaburagi/Tezu/Rupsi
3. In Charge FTC, New Delhi /FSTC, Kolkata.

Internal:

1. Executive Director (Finance)/General Manager (Finance) - Pre-Check Section.
2. General Manager (Fire Services), CHQ.

एस एल मीना / S. L. MEENA
संयुक्त महाप्रबन्धक (ज्ज) / Jt. General Manager (Tech.)
ए ए आर ऑफिस कॉम्प्लेक्स / AAI Office Complex
सफदरजंग हवाई अड्डा / Safdarjung Airport
नई दिल्ली-110003 / New Delhi-110003



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आज़ादी का
अमृत महोत्सव

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

By e-mail (Scanned Copy)/Post

No. AAI/CHQ/Tech/5-A/ACFT/2022/Vol. V/ 1055

Date: 08.05.2023

To,

M/s. Marcé Fire Fighting Technology (PTY) Ltd
1012 Ergon Road, Lyttelton,
Centurion, Gauteng, 0157; South Africa
Email: charl@marce.co.za

(Kind Attn.: - Mr. Charl du Toit, Sales Engineer)

Sub :	Purchase Order for Supply of 21 Nos. Aircraft Rescue & Fire Fighting Vehicle (ARFFV) /Airfield Crash Fire Tender (ACFT) of 6,000 Litres Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years Guarantee/Warranty Period for use at various Airports in India.	
Ref :	(i)	AAI Global E-Tender invited through NIC CPP Portal (Tender ID: 2022_AAI_115244_1) and its all corrigenda /addenda issued.
	(ii)	Pre-Bid Conference held dated 07.06.2022 & response to Pre-bid Conference uploaded in NIC CPP Portal dated 13.06.2022.
	(iii)	Your PQQ and Technical Bid Documents submitted through NIC CPP Portal and opened on 12.08.2022 on NIC CPP Portal.
	(iv)	AAI Shortfall documents request dated 26.09.2022 & 13.10.2022 against your PQQ and Technical Bid Documents through NIC CPP Portal with due date of submission as 06.10.2022 & 26.10.2022.
	(v)	Your reply submitted through NIC CPP Portal on 05.10.2022 & 26.10.2022.
	(vi)	Your offered price after reverse auction on 25.11.2022
	(vii)	AAI email dated 11.01.2023 for extension of bid validity upto 14.04.2023 & AAI email dated 28.03.2023 for extension of Bid validity & EMD up to 14.07.2023. Your confirmation email dated 12.01.2023 & 12.04.2023.
	(viii)	AAI Letter dated 22.03.2023 & your reply dated 23.03.2023 for submitting consent for matching L-1 price under MII.
	(ix)	AAI Letter of Intent (LOI) Letter No. - AAI/CHQ/TECH/5-A/ACFT/2022/Vol. IV/1024 dated 18.04.2023.
	(x)	Your Acknowledgement and Acceptance of LOI through email dated 18.04.2023.

Dear Sir,

Reference is made to the above-mentioned correspondences and your offer (Technical, Commercial proposal and various subsequent clarifications and shortfall documents) submitted against above referred tender.

2. In this regard, Airports Authority of India, hereinafter referred to as purchaser, is pleased to place a purchase order for "Supply of 21 Nos. Aircraft Rescue & Fire Fighting Vehicle

(ARFFV) / Airfield Crash Fire Tender (ACFT) of 6,000 Litres Water Tank Capacity with 08 Years Comprehensive Annual Maintenance Contract after 02 Years Guarantee/Warranty Period for use at various Airports in India as per Sl. No. (ii) of Para3(A)-(b) of the MII order-2017, revision dated 16.09.2020 for award of 50% contract (i.e. 21 Nos. ARFFV /ACFT), as declared L2 bidder (Purchase Preference under MII) as per details in **Annexure-I** (to this Purchase Order) on M/s. Marcé Fire Fighting Technology (PTY) Ltd, South Africa hereinafter referred to as supplier. Technical specifications shall be as per **Annexure-III** attached to this Purchase Order.

- 2.1 M/s. New Age Fire Fighting Co. Ltd., N K B House, PO Box 14, Surendranagar, Gujarat-363001, Registration No.: U51909GJ1986PLC008773 shall be the "Local Partner" of M/s. Marcé Fire Fighting Technology (PTY) Ltd, South Africa under Make in India. This arrangement of "Local Partner" shall not be changed during the currency of contract.

3. Price:

- 3.1 The ARFFV / ACFT shall be supplied by the supplier under Make in India with the value of imported goods (CIF-Imported Content added by M/s. Marce) of **USD \$ 5,586,866.33** as per details mentioned in clause 1.1 and of **INR ₹ 90,38,76,179.82** (INR ₹ 66,19,24,284.98 as per Clause 1.2 + CAMC Cost of INR ₹ 24,19,51,894.84 as per Clause 2) of **Annexure-I** of this Purchase Order respectively.

- 3.2 The Custom Duty shall be paid by Airports Authority of India directly to Custom Authorities.

- 3.3 The charges for Cost of Indigenous items/materials of ARFFV/ACFT in INR (Amount of value added in India under Make in India), Custom Clearing & Forwarding Charges, Inland Transportation Charges and Inland Insurance shall be paid to "Local Partner" (Indian Company) of M/s. Marcé Fire Fighting Technology (PTY) Ltd, South Africa i.e. **M/s. New Age Fire Fighting Co. Ltd., N K B House, PO Box 14, Surendranagar, Gujarat-363001 Registration No.: U51909GJ1986PLC008773** as per details mentioned in Para (1) 1.2 of **Annexure-I** of this Purchase Order.

4. Make in India related Documents:

- 4.1 The work is awarded under Para 3(A), (Purchase Preference) of MII order-2017 (amended up to 16.09.2020), all the provisions contained in the policy shall be binding upon the contractor.
- 4.2 It is required to furnish itemized break-up of cost of all the goods sourced from India (**As per item details submitted in Form-I**) and itemized break-up of cost of all the imported goods (**As per item details submitted in Form-II**) of the Make in India envelope **within 30 days** of issue of this P.O.
- 4.3 It is also required to furnish 'in original' Form-IV- Revised under MII, i.e. separate certificate(s) from foreign auditor and Indian Chartered Accountant for items being added by M/s. Marce Fire Fighting Technology (PTY) Ltd, South Africa (under non-Indian country of origin) and M/s. New Age Fire Fighting Co. Ltd., Gujarat, India (under their country of origin) indicating value of imported content / local content being added in India as per **Annexure-XII & Annexure-XIII** respectively **within 30 days** of issue of this P.O.

08/07/2023 एस एल मीना / S. L. MEENA
संयुक्त महाप्रबंधक (तक) / Jt. General Manager (Tech.)
ए ए आई ऑफिस कॉम्प्लेक्स / AAI Office Complex
सफदरजंग हवाई अड्डा / Safdarjung Airport
नई दिल्ली-110003 / Now Delhi-110003

5. **Time Schedule:** Delivery Period, Testing & Inspection of ARFFV /ACFT, Payment Terms, Performance Bank Guarantee, Compensation for Delay and Guarantee / Warranty as per **Annexure-II** of this Purchase Order.
6. **Payment Terms:** As per clause 4 of **Annexure-II** of this Purchase Order.
7. **Paying Authority:** The Paying Authority shall be General Manager (Technical) / Jt.GM / DGM (Technical), Airports Authority of India, R G Bhawan, New Delhi 110 003 or GM / Jt. GM / DGM (Technical) of Metro Airports or GM / Jt. GM / DGM (Technical) of RHQs or Jt. GM / DGM / AGM / SM (Technical) of Airports as the case may be.
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- 9.1 The consignee for ARFFV/ACFT shall be various airports as per **clause 2 of Annexure- II**. Consignee Airports shall be responsible for proper receipt and coordination with the representatives of the firm / their Indian Associate/Local Partner for rectification of any defects in ARFFV / ACFT during Guarantee/Warranty & CAMC period, signing of Supplementary Agreement for CAMC and its smooth implementation etc. The firm shall assume complete responsibility for supply, training and commissioning of ARFFV/ACFT at consignees and providing maintenance during guarantee/warranty and CAMC Period.
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- 10.1 The contractor shall arrange, secure and maintain insurance (overseas/inland) policy beneficiary being AAI for both overseas, inland transportation and inland insurance policy having validity of minimum 01 (one) month as may be necessary and for all such amounts to protect his interest and the interest of the purchaser against the risk as detailed herein.
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- 10.3 In addition to the Clause 10.1, the contractor at his own cost shall also arrange for Comprehensive insurance policy against each ARFFV/ACFT supplied for beneficiary being AAI having validity for a minimum period of 03 months after successful handing over of the ARFFV/ACFT at each consignee location covering loss, damage, theft, pilferage, riot, civil commotion, accidents of all kind, fire etc. where conditions exist.
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provide the purchaser with a copy of the insurance policy and documents taken out by him in pursuance of the contract. Such copies of the documents shall be submitted to the purchaser immediately after such insurance coverage.

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11.2 AAI may purchase extra items, substitute items as per site requirements up to overall limit of 30% of the contract value.

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12. Signing of Contract:

12.1 The successful bidder / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the date of issue of purchase order sign the contract consisting of the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof with any correspondence leading thereto. The format of Agreement shall be as per **Annexure- XIII** of the Tender Document. No payment for the work done will be made unless contract in form of agreement is signed by the contractor.

12.2 The contractor shall enter into the supplementary agreement at respective consignee Airport/Region within 15 days before the commencement of CAMC. The format of supplementary agreement is enclosed and shall be as per **Annexure-XI**. No payment for the work done will be made unless contract in form of supplementary agreement for CAMC is signed by the contractor.

13. The salient features of this Purchase Order including annexures shall form a part of the contract and all terms & conditions mentioned in the tender Document and subsequent modifications circulated through corrigenda /addenda to the tender shall be a binding on both the parties. All other terms and conditions of NIT will be as applicable.

14. A duplicate copy of this Purchase Order is enclosed herewith, which may be returned duly signed in each page, to this office as a token of your acceptance.

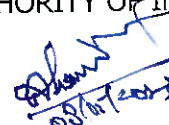
15. The Contractor has to submit PBG against supply and commissioning within 30 days of issue of this purchase order.

16. The contractor has to submit one set of hard copy along with soft copy of complete Technical literature, brochures, design, drawings etc. along with OEM Certificate & supporting documents complying Technical specifications of NIT as per Section- D before 02 months of scheduled prototype inspection.


एस एल मीना / S. L. MEENA
सिपुक्त मद्रासबन्धक (तक) / Jt. General Manager (Tech.)
ए ए आई ऑफिस कॉम्प्लेक्स / AAI Office Complex
सफदरजंग हवाई अड्डा / Safdarjung Airport
नई दिल्ली-110003 / New Delhi-110003

17. Please acknowledge the receipt of this Purchase Order.

Yours Sincerely,
For AIRPORTS AUTHORITY OF INDIA



(S.L. Meena)

Jt. General Manager (Technical)

AAI, AAI Office Complex, SAP,
New Delhi-110003

Telefax: 011 24635799

CC to:

1. Regional Executive Director,
Airports Authority of India
NR/WR/SR/ER/NER
New Delhi/Mumbai/Chennai/Kolkata/Guwahati

2. Airport Director: Kangra/Safdarjung/Pantnagar/Bhopal/Juhu/Tuticorin/Rajahmundry/Hyderabad/
Pondicherry/Mysore/Salem/Kadappa/Hollongi/Deoghar/Gaya/Lilabari/Shillong.

Internal:

1. Executive Director (Finance)/ Executive Director (Tech.), CHQ
2. General Manager (Finance)- Pre-Check Section / General Manager (Fire Services), CHQ.

एस एल मीना / S. L. MEENA
संयुक्त महासंचालक (तक)/ Jt. General Manager (Tech.)
ए ए आई ऑफिस कॉम्प्लेक्स / AAI Office Complex
सफदरजुंग हवाई अड्डा / Safdarjung Airport
नई दिल्ली-110003 / New Delhi-110003