



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
गोवा अंतरराष्ट्रीय हवाई अड्डा
GOA INTERNATIONAL AIRPORT

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निविदा दस्तावेज़
TENDER DOCUMENT

ऑनलाइन रिवर्स ऑक्शन
Online Reverse Auction

(बोली दस्तावेज़ और क्रेता द्वारा जोड़ी गई बोली विशिष्ट अतिरिक्त नियम और शर्तें (एटीसी))
(Bid Document and Buyer Added Bid Specific ATC)

कार्य का नाम : एएआई गोवा अंतरराष्ट्रीय हवाई अड्डे-डाबोलिम में सार्वजनिक वाई-फाई सेवा
(वाई-फाई एज अ सर्विस-WaaS) का कार्यान्वयन।

Name of Work: Public Wi-Fi Solution (Wi Fi as a Service-WaaS) implementation at
AAI, Goa International Airport-Dabolim.

निविदा संदर्भ संख्या: एएआई/गोवा/सीएनएस/आईटी/वाई-फाई/2026/01
TENDER Ref NO : AAI/GOA/CNS/IT/Wi-Fi/2026/01

Tender portal: <https://gem.gov.in/>
(Government E Marketplace)

Contact No.: 0832-2541812

E-mail Id: itd_vago@AAIAERO



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NOTICE INVITING TENDER

1. Item rate tenders/Gem bid are invited through GeM portal <https://gem.gov.in/> by the Airport Director, Airports Authority of India, Goa International Airport, Dabolim on behalf of Chairman, Airports Authority of India from eligible bidders for the works as detailed below.
 - 1.1. **Name of Work: Public Wi-Fi Solution (Wi Fi as a Service-WaaS) Implementation at Goa International Airport, Dabolim.**
 - 1.2. **Estimated Cost (Total): Rs. 4,32,54,626.34/- (Rupees Four Crore Thirty-Two Lakhs Fifty-Four Thousand Six Hundred Twenty-Six and Thirty-Four Paise Only) including GST.**
 - 1.3. **Period of Contract: Five (05) Years.**
 - 1.4. **Earnest Money Deposit (2% of estimated cost) : Rs. 8,65,092.52/- (Rupees Eight Lakhs Sixty-Five Thousand Ninety-Two and Fifty-Two paise only).**
2. **Eligibility criteria** – Any Proprietorship Firm/ Partnership Firm / Pvt. Ltd. Company or Company fulfilling the following criteria are eligible to participate in tender.
 - 2.1. **i) The vendor/bidder should be a licensed ISP (Internet Service Provider) or have valid MOU with any of the licensed ISP (Internet Service Provider).** As a proof required supporting documents like MoU, License of ISP etc. as the case may be, is/are to be submitted.
ii) Legal Status – As a proof, copy of Certificate of Registration under Shop & Establishment Act or Registrar of Firms or Companies Act / Partnership Deed/ Memorandum of Article of Association (MOA), as the case may be, is to be submitted
 - 2.2. **Experience** - The bidder should have **successfully completed similar/relevant work (Supply, Installation, Testing, Commissioning, Maintenance and CAMC of Wi-Fi system /IT Network equipment installation, maintenance in any sector or network commissioning / Integration of IT or Telecom systems or Network-based interfacing)** to Government Departments/Public Sector Undertaking or reputed Private Sector Companies/firms (within India) during last 07 (seven) years, satisfying either of the following three criteria:
 - A. **One work or order** of value more than or equal to **Rs 3,46,03,701.07/-** (Incl. of GST).
 - B. **Two work(s) or order(s)** each of value more than or equal to **Rs 2,16,27,313.17/-**(Incl. of GST)
 - C. **Three work (s) or order(s)** each of value more than or equal to **Rs 1,73,01,850.53/-**(Inc.of GST)
Performance/work completion certificate for above work to be submitted.
- 2.3 **Annualized Average Financial Turnover** -
Bidder should have **Annualized Average Financial Turnover** of at least **Rs. 1,29,76,387.90/- (Incl .of GST) (IN words: One Crore Twenty-Nine Lakhs Seventy-Six Thousand Three Hundred Eighty-Seven and Ninety paise Only)** during last three financial years, ending on 31st March 2025. As a proof of financial turnover, copy of abridged balance sheet along with profit and loss account of bidder

for last three financial years ending on 31st March 2025 duly audited by Chartered Accountant



(With UDIN) should be submitted.

NOTE: Tenderers must submit UDIN generated Balance Sheet, Profit & Loss, and Turnover certificate, duly certified by CA having UDIN. The documents submitted by bidders without UDIN shall not be entertained AND the bid shall be rejected out-rightly.

2.4 Performance or Experience Certificate –

Bidder must submit performance/experience certificate in respect of work(s)/order(s) claimed against experience as mentioned under para 2.2 above. These certificates should be issued by the end user agencies for which the work(s)/order(s) have been carried out and endorsed by the bidder. Such performance/experience certificates should clearly indicate the following:

- 2.4.1 **Value of order or contract.**
- 2.4.2 **Scope of order or contract.**
- 2.4.3 **Order or contract no., Award date, Period of contract.**
- 2.4.4 **That the works/orders have been completed satisfactorily.**
- 2.4.5 **Completion Certificate /CRAC for Gem Contracts/ TDS TRACE certificate along with completion is mandatory in case of PO of private Enterprise.**

Note: For all those bidders/contractors submitting experience certificate issued by Private Organizations and not by Govt./Semi Govt./PSU, the bidder is required to submit TDS Certificate for the cost of work done

2.5 Registration/Licenses/ Permits – Bidder should have the following registration/licenses /permits with/from appropriate government authorities.

- 2.5.1 **Permanent Account Number (PAN) issued by Income Tax Department**
- 2.5.2 **GST Registration number.**
- 2.5.3 **Registration under Shop & Establishment Act or Companies Act or Registrar of Firms etc., as applicable.**

- 3 Any party either a firm or an individual or a company falling under any of the following Categories are not eligible to participate in tender
 - 3.1 **Debarred/black listed** by CBI or AAI or any Public Sector Undertaking/Departments like Railways, Defence or any other department of Govt. of India or State Govt.
 - 3.2 Bidder either a firm or its partner or its Directors have been **black listed** or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/World Health Organization etc. or any Indian State/Central Government Departments or Public Sector undertaking.
4. If the entity participating in the tenders is a private or public limited company, Partnership firm or proprietary firm and any of the Directors /Partners of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to Authority, then said entity shall not be allowed to participate in AAI tenders.
5. Consortium/JV companies shall not be permitted to participate in tender process.
6. No single firm shall be permitted to submit two separate applications. The proprietor of more than one company or firm will be considered as single party and one legal entity.
7. Firm shall be capable of getting Clearance Certificate from BCAS (Bureau of Civil Aviation Security) as mentioned in Para 9 of Section D.



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8. AAI reserves the right to reject tenders from working agencies whose performance at ongoing work (s) is below par and usually poor and has been issued letter of restrain/temporary/permanent debar by any department of AAI.
9. AAI reserves the right to verify the credentials submitted by the applicant agency at any stage (before or after the award of the work). If at any stage, any information / documents submitted by the applicant agency are found to be false or have some discrepancy which disqualifies the bidder than AAI shall take following actions.
 - 9.1. Forfeit the entire amount of EMD submitted by the bidder.
 - 9.2. The bidder shall be liable for debarment from Tendering in AAI, Apart from any other appropriate contractual / legal action.
10. The tenders are to be submitted in Two Cover (Bid) System. Bidders are requested to refer to “General Information and Guidelines” for details regarding submission and evaluation of Two Cover (Bid) System.
11. The tendering process is online at GeM portal URL address <https://gem.gov.in/> Aspiring bidders may go through the tender document by login the GeM portal. Bidder can register themselves at GeM portal, obtain ‘User ID’ & ‘Password’. The tenderer may also take guidance from GeM portal.
12. **EMD (Earnest Money Deposit)**

EMD Amount: Rs. 8,65,092.52/- (Rupees Eight Lakhs Sixty-Five Thousand Ninety-Two and Fifty-Two paisa only).

Online via Net Banking / Mobile Banking / via Bank deposit at any of the Bank branches, in favor of Airports Authority of India SBI A/c No. 33814679549 (IFSC Code- SBIN0010721) and the proof of the same has to be uploaded on Gem.

OR

Bidders are required to pay the cost of EMD **off-line through Demand Draft (DD)** in the form of Demand Draft Drawn in favour of Airports Authority of India payable at Goa International Airport, Dabolim from a nationalized or any schedule ed bank (but not from co-operative or Gramin bank). Original DD in respect of cost of the EMD are to be delivered to the office CNS In -charge, Administrative Building, Airports Authority of India, Goa Airport, Goa – 403801 and should reach latest within 5 days of bid opening. Bidder has to upload scanned copy of DD along with technical bid. Scanned copy of the same shall be uploaded by bidder in the online bid. The bid of the bidder, who fails to submit the original DD towards EMD before the stipulated time, shall be rejected out-rightly. Any postal delay will not be entertained.

13. **Type of Bid: Service Bid**, Accordingly NSIC/MSME/UDYAM/Start-up bidders registered in Service category of similar field shall be exempted to Pay EMD.
14. Concessions to MSME/NSIC/UDYAM/Start-up registered units & Central Public Sector Enterprises

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Tender Ref. No. AAI/GOA/CNS/IT/Wi-Fi/2026/01



(CPSEs) will be applicable as per Govt. of India guidelines.

- 14.1. MSMEs shall be registered with the NSIC/MSME/UDYAM single point registration scheme for the Tendered items/works/services. The Registration Certificate must show appropriate service or work activities of the bidder *suitable for the scope of this tender* failing which the certificate shall not be treated as valid & the tender shall be rejected outright.
- 14.2. **Exemption of EMD:** Bidders registered as MSMEs/Start-up are exempted to pay EMD. However, copy of valid NSIC/MSME/UDYAM/Start-up certificate shall be enclosed in the Cover-1 (Technical Bid). If it is found after opening of the Tender that the certificate is not valid for required category of service, Tender shall be rejected outright. **Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.**
- (Please Note: NSIC/MSME/UDYAM/Start-up are not Exempted for Years of Experience and Turnover criteria)**
15. The bid of the bidder/s, who fails/fail to submit proof of online transaction details of EMD in Cover-1 (Technical Bid) of the GeM Portal, **shall be rejected out-rightly. Any communication in this regard will not be entertained.**
16. The instructions in the tender document are binding on the bidder and submission of the tender shall imply unconditional acceptance of all the terms and conditions by the bidder. Bidder shall upload tender on portal <https://gem.gov.in/> well in advance to avoid last minute hassles. AAI shall not entertain any queries on such subject.
17. AAI reserves the right to accept or reject any or all tender(s) without assigning any reasons. AAI reserves the right to call off tender process at any stage without assigning any reasons.
18. **Manufacturer Authorization Form (MAF): To ensure the complete serviceability and availability of services, avoid frequent failure and disruption of services, to maintain the SLA $\geq 99\%$ during contract period of 05 years. Also to ensure the Quality, Genuineness, End of life/outdated/absolute of IT infrastructure/equipment's/components/Product, bidder must have Manufacturer Authorization Form (MAF). MAF from respective Original Equipment Manufacturer (OEM) for Major IT component included in scope of work schedule like Access point, AAA server, Wi-fi Controllers Switches (L3, L2), Firewall, UPS shall be submitted by bidder in the Technical Bid.**



GENERAL INFORMATION AND GUIDELINES for Tendering

1. Purpose and Scope of Tender Document -

- 1.1. This tender sets out the terms and conditions, General conditions of contract and qualitative requirements to be met for the contract job as per scope of work given in the tender document.
- 1.2. The item rates of the tender (Bid Offer Validity) must be valid for 180 days from the bid submission End Date.
- 1.3. On-line Tendering: For all AAI tenders hosted on GeM portal site, the Technical & Financial Bids shall be submitted on-line only.
- 1.4. For any Issues / Clarifications relating to the publishing and submission of bid tenderer can take guidance from GeM support.

GeM helpline no:18001023436/18004193436

For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager (AGM (CNS)) Goa Airport, Dabolim from AAI.

(Tel: 0832-2541812 E-mail Id: itd_vago@AAI.AERO)

2. Tender Document –

- 2.1. Tender document containing NIT, General Information and Guidelines, Terms and Conditions, General Conditions of Contract etc. may be downloaded from GeM portal URL address <https://gem.gov.in/>.
- 2.2. For bidders who don't intend to avail exemption as Start-up/NSIC/MSME/Udyam registered bidder, the tender shall be accepted only after receiving EMD. Exemptions in this respect to the said registered bidders shall be as per GOI & AAI guidelines.
- 2.3. The tender document consists of five sections. The bidder should go through all these sections: -
 - 2.3.1. **Section A:** Notice Inviting Tender
 - 2.3.2. **Section B:** General information and guidelines for Tendering
 - 2.3.3. **Section C:** General terms & conditions of the Tender
 - 2.3.4. **Section D:** Special conditions of the Tender
 - 2.3.5. **Section E:** Scope of work and Schedule
 - 2.3.6. **Section F :** Terms & Conditions of Contract .
- 2.4. The instructions given in the tender document are binding on the bidder and submission of the tender will imply unconditional acceptance of all the terms and conditions by the bidder.

3. **Submission of Tender Documents** - Tender shall be submitted in Two Covers, viz. Cover-1(Technical), Cover-2 (Financial Bid).



Cont ... Sec-B (General info & guidelines)

4. COVER-1: [Technical Bid]

- 4.1 Qualifying requirements of bidder:** Shall comprise of the documents as given in Annexure-VIII (Signed scan copy in .pdf form & uploaded).
4.2 Hard copy of documents shall not be entertained.

5. COVER-2: [Financial Bid]

- 5.1. All rate shall be quoted in the format provided on GeM portal. No other format is acceptable.
- 5.2. **Firm/bidder should pay higher attention while calculating the TOTAL COST OF CONTRACT FOR THE PERIOD OF 05 YEARS. The bidder firm will be bound to accept and complete the work on the quoted amount (L1 Amount) only. The difference (if any) between the actual calculated amount and the quoted amount will be considered as discount and accordingly detailed AAI work order will be issued in addition to GeM portal work order. Neither further request nor communication for the same will be entertained.**
- 5.3. **Bidder/vendor to ensure the required redundancy of all essential components/items like firewall, router, AAA server, Wi-Fi controller, ILL connection, Access Point's, Switches, UPS, monitoring equipment etc. for the compliance of SLA \geq 99% throughout the contract period of 05 years. Accordingly, Bidder/Vendor should consider all the above requirement and compliances to be fulfill as per the SLA, while quoting the price bid/financial bid (inclusive of all expenditure, taxes and cost required).**

6. Exemption from paying Earnest Money Deposit.

- 6.1. Micro, Small and Medium Enterprises (MSMEs) – registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as MSME Act, 2006, for **goods produced and services rendered – shall be exempted from paying Earnest Money Deposit (EMD).**
- 6.2. Start-up (in Similar field): As per Govt of India policy.
- 6.3. **Price Preference:**
Concession to the Bidders Registered with NSIC or MSE/Start-up/Udyam shall be applicable as per directives of Govt. of India.

MSMEs seeking EMD exemption and benefits should enclose an attested / self-certified copy of valid Registration Certificate(of relevant category), giving details of such validity, stores / services etc., failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSMEs.

7. Opening of Tender Documents –

- 7.1. Cover-1 (Technical Bid) and Cover-2 (Financial Bid) will be opened online by AAI at the time and date as scheduled for the same. All the statements, documents, certificates etc., uploaded



Cont ... Sec-B (General info & guidelines)

by the bidders shall be verified for bid evaluation.

- 7.2. Technical bids of bidders shall be scrutinized by duly constituted committee to ensure that the same are in conformity with the requirements of tender documents and to short list the bidders qualified for opening of Financial Bid. It shall therefore be in the bidder's interest to give complete and comprehensive details while submitting the bids.
- 7.3. AAI may seek clarifications on technical details or any other information deemed necessary. The queries raised should be replied positively within the time specified, failing which the Technical evaluation will be done on the basis of the information available.
- 7.4. The clarification, if any, required from the bidders, will be obtained through query provision available in the GeM portal.
- 7.5. **Cover 2 (Financial Bid)**, shall be opened online at the date and time as scheduled only for the bidders found technically qualified by AAI.
- 7.6. No correspondence shall be entertained from the bidders after opening of Technical bid, except for the clarifications sought by AAI.
- 7.7. Date of acceptance and opening of tender can be extended on sole discretion of AAI corrigendum in this regard, if any, will be notified through AAI Website (www.aai.aero) & GeM portal only.

8. Comparison and Evaluation of Bids –

- 8.1. The tender received and accepted will be evaluated by AAI to ascertain the complete requirements contained in the tender document. The objective of the evaluation is to select bidder(s), who can provide the described service, meeting the scope of work.
- 8.2. To assist in the examination, evaluation and comparison of bids, AAI may, at its discretion ask the bidder for the clarification or confirmation of compliance of its bid. The request for clarification or confirmation of compliance and the response shall be through query provision available in GeM portal.
- 8.3. Bidders may submit their response to AAI queries through provision of GeM Portal only.
- 8.4. No post bid clarification or confirmation of compliance at the initiative of the bidder shall be entertained.
- 8.5. Tender meeting technical bid criteria as specified shall only be considered for opening and evaluation of financial bid.
- 8.6. The tender(s) found technically acceptable shall be compared on the basis of price quoted by the bidders for the entire scope of work. The amount indicated in the Financial Bid will only be taken for price comparison.
- 8.7. The result of Technical bid and Financial bid evaluations shall be displayed on GeM portal.



Cont ... Sec-B (General info & guidelines)

8.8. **Tender(s) submitted by Start-up/NSIC/MSME/Udyam registered bidder firm shall only be evaluated for those bidder(s) who have submitted valid registration certificate(s) for the required category of services. No further communication in this regard will be entertained and bid will be liable to be rejected.**

9. Award of Contract –

- 9.1. AAI shall issue the detailed Work Order (W.O.) to successful bidder in addition to GeM work order. Successful bidder shall return one copy of AAI W.O. and GeM Work Order duly signed by him on each page, as a confirmation to acceptance of terms and conditions of work order.
- 9.2. Successful bidder has to enter into an agreement with AAI on all conditions mentioned in the tender, its corrigendum, queries and responses against which work order has been issued by AAI and GeM.
- 9.3. AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.
- 9.4. AAI also reserves the right at its sole discretion not to award any order under the tender called.

10. Execution of work –

The work shall be carried out under the supervision of CNS In-Charge/IT In-charge, AAI, Goa International Airport, Dabolim or any officer nominated by him/her, as the case may be, according to the terms and conditions of the contract.

11. Rejection of Tender -

- 11.1. **Airports Authority of India (hereinafter abbreviated as AAI) reserves the right to reject any or all tender(s) without assigning any reasons, whatsoever.**
- 11.2. Tenders, in which any of the particulars and prescribed information is vague, missing or is incomplete, in any respect and /or prescribed conditions are not fulfilled, or non-depositions of prescribed fees such as EMD, shall be considered non-responsive and are liable to be rejected.
- 11.3. If the bidder gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money Deposit (EMD), wholly and absolutely, AAI reserves the right to debar such bidders to participate in future tenders.
- 11.4. The information contained in the tender should be comprehensive and to the point. The tender containing information other than sought, with a motive to confuse or delay the finalization of tender process are likely to be rejected.
- 11.5. Canvassing in any form in connection with the tender(s) is strictly prohibited and the tenders submitted by the bidder who resort to canvassing are liable for rejection.
- 11.6. Should a bidder have a relation or relations employed in the capacity of an officer in AAI, the authority inviting tenders shall be informed of the fact along with the offer, failing which AAI,



Cont ... Sec-B (General info & guidelines)

at its sole discretion may reject the tender or cancel the contract and forfeit Earnest Money Deposit, wholly and absolutely.

- 11.7. In case Start-up/NSIC/MSME/Udyam registration certificate is found invalid during evaluation for the bidder claiming exemptions of EMD available to said registered firms / companies, the bid of such bidder shall be rejected.

12. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clause 13 of Section D shall constitute sufficient ground for the annulment of the award and forfeiture of the PBG. In this event the Buyer may make the award to any other bidder at his discretion or call for new bids.

13. **TRANSFER OF TENDER DOCUMENT;** Transfer of Tender Documents by one bidder to another is not permissible. Similarly transfer of tenders submitted by one bidder in the name of another vendor is not permissible.

14. CONTRACT MONITORING

14.1. The buyer shall monitor the performance of the contract throughout the process after the award of the contract.

14.2. After the completion of the job, contractor shall get satisfactory performance report duly signed by designated official from AAI.

15. EXTENSION OF CONTRACT PERIOD

Contract period may be extended as per GeM guidelines by AAI for Three (03) months or more after completion of the contract period of 05 years, with the same terms & condition as well as rates of the first work order if both the parties mutually agree.



GENERAL TERMS & CONDITIONS OF THE TENDER

1. Purpose & Scope

This document sets out the terms & conditions to be met in connection with the provision of **“Public Wi-Fi Solution (Wi-Fi as a Service-WaaS) implementation at AAI, Goa International Airport, Dabolim.”**

2. Compliance

- 2.1 The **unconditional acceptance** of all the terms & conditions of the Tender has to be submitted in **Cover 1(Technical Bid)**. The format of the letter is attached at **Annexure-I**.
- 2.2 The submission of the tender will imply acceptance of all the tender conditions by the bidder laid in the tender document including all the Annexure(s) & schedules to the tender document.
- 2.3 The compliance to the terms & conditions should be supported by authenticated documentation wherever required.
- 2.4 Each page of the Bid document and cuttings / corrections shall be duly signed with stamp by the bidder.
- 2.5 The submission of unconditional acceptance as described above is essential for the tender evaluation. The failure to submit the unconditional acceptance statement in the said format shall **result in his tender being rejected.**

3 Standard Conditions

Conditions of the bidder, other than the conditions specified in the tender document/GeM bid Document, will not be acceptable.

4 Earnest Money Deposit

The **Earnest Money Deposit (EMD)** amount of **Rs. 8,65,092.52/- (Rupees Eight Lakhs Sixty-Five Thousand Ninety-Two and Fifty-Two paise only)**. must be submitted as per para 1.4 and 12 of Section-A.

- 4.1 The EMD of the technically unsuccessful bidders shall be discharged / returned after the completion of the technical evaluation process.
- 4.2 The EMD of the financially unsuccessful bidders shall be discharged/ returned after evaluation of financial bids.
- 4.3 The EMD of the successful bidder will be returned after the bidder provides the performance guarantee, as required in Para 5 & 6 of this section of the tender document.



4.4 **“The EMD amount shall be forfeited in the following events”**.

4.4.1 If the successful bidder fails to enter into a contract with AAI within **30 calendar days** after the issue date of the GeM Contract order.

4.4.2 **If the successful bidder fails to submit the performance guarantee as stipulated in clause 5 of section-C with AAI within 30 calendar days after the issue date of GeM Contract Order.**

4.4.3 In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of unconditional acceptance of terms as per format given in **Annexure-I**.

4.4.4 In a situation referred in clause 8 of Section A, clause 11.3 & 11.6 of section B.

4.4.5 No interest or any other expenses, whatsoever, will be payable by AAI on the EMD in any manner.

4.5 **Return of EMD –**

4.5.1 EMD shall be returned to bidders who fail to qualify eligibility / technical /financial qualification criteria after evaluation report is accepted.

4.5.2 The EMD of successful bidder will be returned only after the successful bidder submits the security deposit or performance bank guarantee in the prescribed Performa.

5 **Performance Bank Guarantee (PBG)/Security Deposit.**

The successful bidder shall submit Contract performance guarantee (in lieu of Contract Performance security) of the value equivalent to **5% (Five percent)** (subject to revision as per GoI/AAI guidelines issued in this regard time to time) of the **total contract price** to AAI in the form of an irrevocable and unconditional bank guarantee from a scheduled/Nationalized bank as per format attached as Annexure-IX. The guarantee shall be submitted within 30 days of issue date of GeM Contract Order, **and the validity of the PBG shall be valid for SIX (06) months beyond the completion of the contract period & the claim period shall be 90 days beyond the Validity/Expiry date of PBG.**

5.1 **Advisory to successful vendors i.r.o PBG:**

A. AAI has made arrangement for verification of Bank guarantees received from vendors through Structured Financial Messaging System (SFMS) of ICICI bank.

B. The successful bidder may submit the PBG in accordance with the bank detail,

i. CORPORATE NAME: **AIRPORTS AUTHORITY OF INDIA**

ii. BANK NAME: **ICICI BANK**

iii. IFSC CODE: **ICIC0000007**

iv. BG ADVISING MESSAGE: **IFN 760COV (BG ISSUE),
IFN 767COV (BG AMENDMENT)**

v. UNIQUE IDENTIFIER CODE: AAIGOA (in field 7037 of the BG advising message code).

C. While submitting the documents to BG issuing bank, successful bidder will also submit letter to the BG issuing bank as per the format mentioned in the **Annexure-X**.



Cont ... Sec-C (General terms & conditions)

- D. Based on the above information, the BG confirmation message through SFMS will be triggered to the beneficiary bank i.e. ICICI and on the basis of unique identifier code, the BG confirmation mail will be received by Goa Airport.
- E. While submitting the original BG document, successful bidder must attach the copy of the SFMS BG confirmation message sent by BG issuing bank to ICICI bank.

5.2 In case successful bidder fails to submit the PBG/SD within the stipulated period **interest @ 1% per month to maximum @ 12% p.a.** on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from running Contract quarterly bills. **Part of month will be considered as one Month.**

5.3 In case successful bidder fails to submit performance bank guarantee within 30 days, AAI reserves the right to forfeit EMD and cancel the order.

5.4 The performance guarantee amount shall be payable to AAI without any condition what so ever and the guarantee shall be irrevocable.

5.5 Wi-Fi service: Wi-Fi service under the contract shall be satisfactory in all respects, certified by AAI.

6 **Refund of PBG/Security Deposit** - After termination/expiry of the contract, the security deposit / performance bank guarantee held by AAI will be released to the contractor without interest, subject to realization of dues, if any to be recovered from the contractor.

7 The bidder shall arrange character and antecedent verification and pay the fees required for Airport/ Aerodrome Entry Pass issued by BCAS in respect of manpower support to be deployed inside operational areas of Airport for the work.

8 Correspondence

All correspondence would be directly with the bidder through GeM Portal only and correspondence through agents will not be entertained.

9 Time Schedule & Liquidated Damage (L.D) :

9.1 Time Allowed/ Installation & Commissioning Schedule:

Total Completion period: **Total time allowed to complete the Installation & Commissioning of Wi-Fi service shall be 60 days, from the date of issue of work order.**

The Contract period of 05 years shall be with effect from the date of successful Commissioning of Wi-Fi services to passengers as per tender requirement.

Note: The bidder may note that the installation work will be executed in operational Airport Terminal. Hence, there may be restrictions in working hours due to Passenger movements, Flight Operations etc. so that the contractor shall plan accordingly to meet the timeline. AAI shall not entertain any compensation/relaxation for the same.



9.2 Compensation for Delay: In case of delay in installation and commissioning of Wi-Fi services at Goa Airport as per provided time scheduled, the liquidated damages (L.D.) shall be levied @ 0.5% of the total value of the uncompleted portion of work per week (part of week to be treated as one week) subject to a maximum of 10% of total contract value. The LD shall be recovered from the quarterly bill submitted by the contractor. (except due to reasons not controlled by the contractor),

9.2.1 Liquidated Damage (L.D) will be applicable if any damage to AAI Property during contract period. Liquidated Damage (L.D) amount will be decided by AAI.

9.3 SLA (Service Level Agreement) measurement and Penalty calculation shall be as per the below marked table.

Sr.no.	SLA Parameter	SLA Uptime %				
		≥ 99	≥ 98	≥ 97	≥ 96	≥ 95
1	Captive Portal Uptime	0	1	2	3	4
2	Management / Dashboard Portal Uptime	0	1	2	3	4
3	AP uptime	0	1	2	3	4
4	Common Infra: AAA / WLC / Network Switch etc. Uptime	0	2	3	4	5
5	ISP Uptime	0	2	3	4	5
	Note-1: The total penalty % shall be deducted from the quarterly bill, capped at 10% of the quarterly bill.					
	Note-2: For every % fall in the SLA uptime % below 95%, additional 2 % penalty (per additional % downtime) shall be deducted.					
	Note-3: Management / Dashboard shall provide provision to monitor the above SLA parameters.					

9.4 The amount of compensation for above L.D clauses shall rest with competent authority and his/her decision with regard to imposition of the fine shall be final and binding on the contractor. Time taken by AAI and local statutory authorities for approval of drawings, design, estimate etc, force majeure reasons and any other reasons beyond control of the contractor shall be considered as justified reasons. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with AAI.

9.5 Appeal for waiver of compensation for delay with due justification shall be decided as per the provisions of the Delegation of Powers (DOP) of Airports Authority of India. The decision of the competent authority on appeal shall be final and binding on the contractor.

9.6 AAI, if satisfied that the works can be completed by the bidder firm 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 shall be entitled without prejudice to any other right or remedy available in that behalf, to recover



from the bidder firm an agreed compensation amount calculated @ 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.

- 9.7 **Extension of Time (EOT):** In case of installation and commissioning work is getting delayed beyond the stipulated date of completion of the work then firm may apply for Extension of Time to keep the contract alive, well before the actual stipulated date of completion. Authority shall issue provisional Extension of Time up to the expected date of completion. This provisional extension of time will be granted without prejudice to the right of AAI to recover the liquidated damages in accordance of provision of relevant clause of agreement. On actual completion date of the work, grant of Final EOT (Extension of time) shall be processed on application by the contractor on prescribed EOT application form. Same can be obtained from the office of CNS In Charge, AAI Goa Airport.

10 Settlement of Disputes

- 10.1 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 the works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Project Leader or his nominee, the matter in dispute shall, in first place be referred to the RED (WR) AAI, who shall act as the conciliator on the matter. The disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.

- 10.2 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 Leader or his nominee unless and until the same shall be revised, as hereinafter provided, by the Conciliator or in an Arbitral Award.

11 Successful bidder's Liability & Compliance of Regulations

- 11.1 Successful bidder shall protect and fully indemnify the AAI from any claims for infringement of patents, copyright, trademark, license violation or the like.
- 11.2 Successful bidder shall also protect and fully indemnify the AAI from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
- 11.3 Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the AAI from any claims/penalties arising out of any infringements.

12 Arbitration and Law.

- 12.1 Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The single Arbitrator for settlement of any dispute with regard to this contract shall be appointed by the Chairman AAI. The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the



application of either party, by any court having jurisdiction.

12.2 Indian laws shall govern this contract.

13 TERMINATION FOR DEFAULT & RISK PURCHASE

13.1 The AAI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part in any or the following events.

13.1.1 If the Contractor fails to perform any other obligation(s) under Contract.

13.1.2 If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as AAI may authorize in writing) after receipt of the default notice from AAI.

13.1.3 As a penalty to the Contractor the AAI shall en-cash Contract Performance Bank Guarantee/SD. The AAI in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to AAI. The balance unfinished work of the project will be got done by fresh tendering on Contractor's risk and that extra expenditure will be recovered.

14 TERMINATION FOR INSOLVENCY

The AAI may at any time terminate the Contract by giving written notice to the supplier, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to AAI

SET OFF: Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Buyer to set off the same against any claim of the Buyer for payment of a sum of money arising out of this contract made by the Contractor with Buyer.

15 FORCE MAJEURE

i). 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. Force majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un declared), hostilities, national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days) at successful Bidders factory. The successful bidder's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

ii). That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the bidder informs the AAI in writing that the Bidder considers himself entitled to an extension of the time limit.



- iii). That the Successful Bidder produces 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.
- iv). That the Successful Bidder proves that the said conditions have actually been interfered with the carrying out of the Contract.
- v). That the Successful Bidder proves that the delay occurred is not due to his own action or lack of action.
- vi). Apart from the extension of the time limit, force majeure does not entitle the successful bidder for any relaxation or to any compensation of damage or loss suffered.

16 **NOVATION CLAUSE:**

“Notwithstanding anything contained in this agreement, Parties agree that during the Concession Term, in the event the Authority opts to transfer its rights such as operation, maintenance, development etc. of the Airport to a third party under PPP model or in any manner as may be decided by AAI/ Government of India, then the Authority shall have the right to assign/ novate/ alter this Agreement, in favour of such third party, to which concessionaire hereby gives their consent unconditionally and Authority will not be bound to obtain any further consent of concessionaire. Such assignment/ novation/ alteration would release Authority of all liabilities and obligations arising under this agreement from and after the date of assignment/ novation/ alteration and the rights and obligations of Authority under this Agreement and other arrangements entered into in accordance with the provisions of this Agreement shall be vested in such third party. The parties, along with relevant third party shall execute necessary documentation or put in place necessary agreements for the aforesaid assignment/ novation/ alteration as and when need arise.”



SECTION - D

SPECIAL CONDITIONS OF THE TENDER

1. Definition of Terms:

For the purpose of the terms and conditions Airports Authority of India will be referred to as **AAI** and the Firm /bidder providing Public Wi-Fi Solutions (Wi-Fi as a Service-WaaS) services shall be referred as the **Contractor**.

2. Period of contract:

This contract is initially for a period of **Five (05) years**. **Every year based on performance and at discretion of AAI , the contract will be continuing on same terms and conditions.**

Contract period may be extended as per GeM guidelines by AAI for Three (03) months or more after completion of the contract period of 05 years, with the same terms & condition as well as rates of the first work order if both the parties mutually agree..

3. **Terms of releasing payments to contractor:**

- 3.1. No mobilization advance shall be paid for any activity.
- 3.2. Payment process shall be initiated after receiving proper invoice & shall be made through RTGS on quarterly basis (25% of the annual contract amount or part of the annual contract value), **after successful completion of each quarter & after deduction of penalty, if any.**
- 3.3. **The certificate of satisfactory service during the quarter** for which the payment has been requisitioned, from the designated AAI official shall be a mandatory requirement for the release of the payment.
- 3.4. AAI shall deduct Income Tax & make other applicable recoveries from running bill payments as per prevailing rules. TDS (Tax Deducted at Source) Certificate, however, shall be issued to contractor.
- 3.5. The contractor has to submit his bill every quarter for the completed period of one quarter with all supporting documents such as Tax Invoice, SLA performance certificate , GST undertaking, etc. for the quarter period.
- 3.6. GST applicable shall be reimbursed by AAI on submitting documentary evidence of the GST amount paid to the statutory authority by the contractor.
- 3.7. AAI has registered itself as a buyer under TReDS hence MSME vendors themselves may register with any one of the RBI approved TReDS service provider to avail the benefits of TReDS, a Govt. of India initiative.

4. The AAI has defined the SLA (Service level agreement) procedures for Public Wi-Fi Solutions (Wi-Fi as a Service-WaaS) services implementation, The Contractor shall be responsible for the implementation of SLA as per procedures.

5. The payment shall be governed by the Govt. policies and any taxation applicable at source



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shall be deducted from the quarterly payment. In case of any such deduction, the necessary certificate in due format shall be provided by AAI.

6. The contract agreement shall be executed **on a non-judicial stamp paper of Rs.500.00 (Five Hundred only) or as applicable and the cost of the same shall be borne by the contractor.**
7. Once the tenderer has given unconditional acceptance to AAI's tender condition in its entirety, they are not permitted to put any remarks / conditions. In case the conditions of the Tender is/are found violated even after opening the Cover 2, the tender shall be summarily rejected. AAI shall without prejudice to any other remedy, be at liberty to forfeit the full said earnest money absolutely.
8. As the site of the work is in the restricted area, the contractor is required to obtain Airport/Aerodrome Entry Pass (AEP) for his staff, to be issued by the Bureau of Civil Aviation Security (BCAS), through AAI. Police verification certificates are to be obtained for all the staff to be deployed by him under this contract. Any other formalities as applicable / enforced from time to time shall be complied with at no extra cost to AAI. No claim what so ever on this shall be allowed. Incidental expenses incurred towards PIC shall be borne by the contractor.
9. The work shall be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by the AAI and nothing extra shall be paid on this account.
10. The Contractor shall take comply with proper and legal orders and directions of the local or public authority or Municipality and abide by their rules and regulations and pay all fees and charges, which may be liable.
11. The Contractor shall execute his work in such a manner that no damage is made to the existing structure of AAI , otherwise penalty may be levied.
12. The work is required to be executed at the Airport, which is very important area where both speed and quality of execution are to be maintained by the Contractor.
13. The Contractor shall at their sole cost and expenses furnish and provide for rendering services covered by this agreement to the entire satisfaction of AAI. The work shall be carried out on all days including all holidays ,Saturday and Sunday.
14. If at any time the work of conduct of any worker is found unsatisfactory by AAI, such persons shall be removed by the Contractor immediately with suitable substitute.
15. The Contractor shall attend to any complaints received in connection with the services immediately. Any failure will attract penalty as per SLA.
16. The work force deployed for this job contract shall be regular employee of the contractor. The contractor shall be responsible for the recruitment, retirement and retrenchment of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of the personnel.
17. Any officer nominated by Airports Authority of India or In-charges shall be authorized to give instructions to the Team leader/supervisor of the Contractor at the premises of Airports Authority of India on all matters relating to this work. Similarly, the authorized team leader/



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supervisor of the Contractor shall report on all matters concerning the above work to the In-Charge or to the officer nominated by Airports Authority of India.

18. The Contractor has to ensure that the services are not disturbed either due to absenteeism or due to willful act of his staff. Maximum care and precautions shall be taken to avoid any system break down. In case work force deployed by the contractor resort to any kind of industrial action, the contractor shall arrange to deploy alternate work force of sufficient strength and competence to maintain the normal operations.
19. The Contractor & his employees shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said airport / aerodrome / landing ground subject to such rules and regulations as may be imposed by the Authorities of the airport / aerodrome / landing grounds.
20. The Contractor performing the covenants herein contained and on his part to be performed, shall and may peaceably possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said terms, without any lawful interruption from or by the Authority or any person claiming under the Authority.
21. Any notice required to be served on the Contractor under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority.
22. The period of notice given under this agreement will count from the date of receipt of notice by either side.
23. Subject as herein before otherwise provided all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority may be given or taken on behalf of the Authority by the Airport Director or any other officer for the time being authorized by or entrusted with functions, duties and powers of the Airport Director in respect of Airport under his charge.
24. The Contractor shall not, unless with the written consent of the Authority, create a sub-contract of any description with regard to this license or any part thereof, nor shall he, witness such written consent as aforesaid or transfer this contract or any part thereof.
25. The Contractor shall comply with the requirements of all standard Health Clauses including those given below: -
The Contractor shall notify to competent authority whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The AAI may direct for medical examination of such person or any person who is suspected to have been in contact with the person by any authorized Medical Attendant of the airport and take any precautionary and preventive measures considered necessary.
26. The Contractor shall employ only such persons as shall have good character and be well behaved and skillful in their business. He shall furnish the Authority in writing with the names, photographs (3 copies), parentage, age, residence and specimen signature or thumb impression of all persons who he proposes to employ and the authority shall be at liberty to forbid the



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employment of any person who it may consider undesirable. The persons employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the Police to the satisfaction of the Authority before employment.

27. The Contractor will during the continuance of this contract insure against any claims for maintenance support workman's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such Insurance company as the Authority shall approve of and shall produce for inspection on demand by Authority all policies in respect thereof and the receipts from time to time for current premium. He shall pay employees at least minimum wages etc., as prescribed by Central / State Government from time to time.
28. In the case of such breach of terms of this contract as minor offences and complaints coming to its notice for which in the opinion of the Authority this agreement may not be terminated, the Authority may at its discretion recover compensation from the Contractor up to the limit of security deposit of the contract. The decision of the Authority in this respect will be final and binding on the Licensee.
29. In the event of any breach of the terms and conditions and duties to be performed by the Contractor, the Authority may without prejudice to other rights and remedies be entitled to forfeit the security deposit / PBG or any part thereof and in such an event he shall pay such additional sum immediately as may be called by the Authority to pay so that the Security Deposit shall at all times during the continuance of this contract, be the above said sum. **On the expiration or earlier determination of the term of the contract, the Authority shall return the Security Deposit/PBG or part thereof which has not been forfeited as aforesaid to him without interest.**
30. If the Contractor shall at any time fail or neglect to perform and observe any of the terms and conditions and covenants herein contained and on his part to be observed and performed or in the event of his being adjudged insolvent or any order appointing a Receiver is made under the Insolvency Act against him, then and in any such case, the Authority may without prejudice to other rights and remedies by giving fifteen days' notice in writing to him determine this agreement and he shall upon such determination peacefully give up the contract and make over vacant possession of any premises made over to him for carrying on his business/service without any right to compensation whatsoever and thereupon this agreement shall absolutely determine without prejudice to any right of action or remedy of the Authority in respect of any antecedent breach of terms, conditions and covenants by him.
31. **The tenderer may acquaint himself with the proposed site of work, its approach roads, working space available before quoting his rates. Tenderer or his authorized representative may visit sites for this purpose.**
32. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants and to the public in general and to prevent any damage to such properties. He shall make good, at his cost and to the satisfaction of the Officer – In- Charge, any damage to AAI property or public or private property whatsoever caused thereon by the contractor.



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33. In the event of any restrictions being imposed by the Security Agency, AAI or any other authority having jurisdiction in the area on the working or movement of labour / material, the Contractor shall follow such restrictions and nothing extra shall be payable to the contractor on this account. The loss of time on this account, if any, shall have to make up by generating additional resources etc.
34. The contractor shall be fully responsible for any damage to the Government property done on his part & shall make good the same at his own cost.

35. INTEGRITY PACT PROGRAMME :

i. Signing of Integrity Pact (**Annexure- P**) is mandatory for every bidder participating in this tender and the contractor who is awarded the work. The Pact signed on each page by the person authorized by bidder to sign the bid for submission or the person authorized to sign the contract on behalf of successful bidder shall be submitted by the bidder in Envelop-A and be enclosed with the agreement by the contractee.

ii. IP shall be signed on plain paper, which is post-signed by tender issuing authority/contract signing authority.

iii. The Independent External Monitor (IEM) for this work shall be Shri P.R. Ravikumar , IRS (Retd.) and Shri Satish Chander , MES (Retd.). All correspondences to him regarding implementation of Integrity Pact, shall be addressed to Shri P.R. Ravikumar , IRS (Retd.) and Shri Satish Chander , MES (Retd.) , C/o Chairman, Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi – 110003. E-mail id of IEMs is p_r_ravikumar@yahoo.com & satishchander.adg@gmail.com respectively.

iv. Integrity Pact in downloadable format is available on the AAI's website: <https://www.aai.aero/en/vigilance/integritypact>

v. Integrity Pact Programme guidelines may be perused on AAI's website: <https://www.aai.aero/en/vigilance/integritypact>.

vi. No bid procedure related query shall be referred to Independent External Monitors (IEMs). Any Bid related issue / query pertaining to technical support or otherwise on GeM portal (URL: <https://gem.gov.in>) for submission of tender documents should be addressed to Gem help Desk Support.

vii. Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24x7 GeM Portal Helpdesk. For any Technical queries related to Operation of GeM Portal, contact at: Tel: The 24X 7 Toll Free Help Desk Number 1800-419-3436; 1800-102-3436, E-mail: [helpdesk-gem\[at\]gov\[dot\]in](mailto:helpdesk-gem[at]gov[dot]in).

viii. All bid procedure related queries to be referred to HELP DESK as above. Please note



that under no circumstances bid procedure related queries shall be referred to the IEMs

36. ONLINE REVERSE AUCTION:

36.1 General Information:

- a) This E-Tender shall be decided on the basis of Online Reverse Auction through Gem Portal.
- b) Reverse Auction will be conducted with techno commercially acceptable vendors/tenderers (Excluding H1 Bidder).
- c) 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.
- d) Reverse action process shall be conducted as per guidelines available & through GeM Portal.

36.2 Process to be followed: Reverse Auction shall be conducted after financial bid opening on L1 price wherein only L1 overall price shall be visible to the purchaser. (Vendor details shall not be available at this stage to any one). 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. ONLINE REVERSE AUCTION shall be done on GeM Portal as per the existing guidelines. The guidelines/ date shall be informed at later stage, if any change/addition to the following:

- i. Reverse Auction will be conducted after financial bid opening on L1 price, Reverse Auction process shall be conducted as per guidelines available & through GeM Portal.
- ii. The Reverse Auction shall be conducted on the overall tender price (L1 price) and not on individual components.
- iii. 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.
- iv. Reverse auction will be conducted online with vendors from their own offices. For Training on reverse auction, online help may be taken from GeM Portal Helpdesk.
- v. 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.
- vi. Detailed guidelines and procedures (with screenshots) may be explored in the GeM Portal.



Scope of work

Name of Work: Public Wi-Fi Solution (Wi-Fi as a Service-WaaS) Implementation at AAI, Goa International Airport

1. Introduction

1.1 Background

The intends to provide **Free and Secure Public Wi-Fi Internet Services** to **domestic and international passengers at Goa International Airport**. To achieve this, a qualified and experienced vendor on a **Wi-Fi as a Service (WaaS)** model.

Under this model, the selected vendor shall be responsible for **design, supply, installation, commissioning, operation, monitoring, maintenance, upgrades, cybersecurity, and regulatory compliance** of the entire public Wi-Fi ecosystem. The Goa International Airport shall make **quarterly payments linked to SLA performance**.

2. Objectives of the project

- I. Provide secure and good quality Wi-Fi based internet access to passengers
- II. Ensure compliance with DoT, TRAI, IT Act, CERT-In, and other regulatory requirements

3. Scope of work (SoW)

3.1 End-to-End Responsibilities of the Vendor

The selected vendor shall:

- (a) **The vendor/bidder should be a licensed ISP (Internet Service Provider) or have valid MOU with any of the licensed ISP (Internet Service Provider)**
- (b) Conduct site survey and planning.
- (c) Design Wi-Fi architecture for airport.
- (d) Star topologies for network design
- (e) Supply, installation, testing, and commissioning of all hardware and software.
- (f) Provide captive portal, AAA, analytics, and logging systems.
- (g) Provide a portal for MIS dashboard & monitoring of the SLA etc.
- (h) Provide ISP connectivity from a licensed ISP.
- (i) Service Set Identifier (SSID) Provisions: The Wi-Fi solution shall have provision for at least 3 SSIDs. : In addition to Service Set Identifier (SSID) used for Wi-Fi services for passengers, three (3) free SSID Provisions for 24x7 exclusive unlimited use of AAI services shall be made. Any additional request for SSID in the permitted bands shall be made on approval by AAI.
- (j) Operate and maintain the Wi-Fi service solution with an operational window on 24x7x365 basis.
- (k) Ensure cybersecurity, monitoring, and regulatory compliance.
- (l) Provide SLA-compliant managed services throughout the contract period for 05 years.
- (m) Vendor shall indemnify AAI from any Cybersecurity incident, data breach or any other incident arising due to provided Wi-Fi solution.



- (n) In case of any component is cloud based, then cloud hosting shall be compliant to the government guidelines.
- (o) Redundancy at all component/items level to ensured and spare items shall be available at site for replacement of faulty items/material/component for minimum down time and SLA compliance.
- (p) Provide an onsite point of contact who will be monitoring and managing the Public Wi-Fi solution during the operational window(24x7x365).
- (q) Vendor shall plan the required number of onsite support staff to meet the SLAs. *[vendor shall provision it as per the requirement to meet the SLA for operational window (24*7*365).]*

Responsibilities of the vendor:

- a. All the required hardware and software for public Wi-Fi shall be provisioned by the vendor.
- b. Space and electricity would be provided by AAI.
- c. Total passengers' footfall at peak hour 2225 nos.approx

3.2 Coverage Areas for Public Wi-Fi

Wi-Fi coverage shall be provided to all passenger movement areas, as indicated below:

- A. Terminal buildings (all floors))
- B. Check-in areas
- C. Security hold areas
- D. Boarding gates
- E. Arrival halls
- F. Baggage claim areas
- G. Lounges
- H. Retail and food courts inside the terminal building
- I. Customs, Immigration area
- J. Western finger (all floors)
- K. Eastern side expansion of Terminal Building (all floors)
- L. Executive lounge in terminal building (arrival and departure)

Public Wi-Fi signal strength shall be good enough to ensure good connectivity to the end user.

At the above defined areas, the desired minimum signal strength: ≥ -67 dBm

4. Technical specifications

4.1 Enterprise grade Access Points (APs) as per below specs shall be installed

- a) Wi-Fi 6 / Wi-Fi 6E compliant (mandatory)
- b) IEEE 802.11ax
- c) 4x4 MU-MIMO minimum
- d) Support for OFDMA, BSS Coloring (optional)
- e) Minimum 150 concurrent users per AP
- f) PoE+ powered
- g) WPA2 / WPA3 support
- h) Support for at least 3 SSIDs



- i) BLE/IoT radio support (*optional*)
- j) Access Point Wi-Fi coverage: minimum 800-1000 sq. mtrs.

4.2 Wireless Controllers and AAA Server

- i) Cloud-based or on-premises
- ii) In case of cloud based, cloud hosting shall be compliant to the government guidelines

4.3 Captive Portal & Authentication

The captive portal shall support:

Domestic Passengers

- OTP-based authentication using mobile number.

International Passengers

1. Passport-based authentication-option for passenger to upload passport and option to AAI staff to review and approve.
2. Voucher / kiosk-based login support and authentication or QR-code/email OTP based login and authentication.
3. Provision for the Airport staff to capture passenger details like passport number, PNR etc, verify and process the Public Wi-Fi access to the international passenger.

General Requirements

- (a) Multi-language support
- (b) Provision for Custom airport branding / advertisement
- (c) Terms & Conditions acceptance
- (d) MAC randomization logic to prevent session end
- (e) Session persistence
- (f) HTTPS encrypted access
- (g) AAI shall have a control to manage the access and duration of the Wi-Fi service to passengers.
- (h) Cloud-based or on-premises. In case of cloud based, cloud hosting shall be compliant to the government guidelines

Vendor shall not use the provided Wi-Fi solution for its own advertisement. **AAI reserves all the rights for the branding and advertisement over the provided public Wi-Fi solution.**

4.4 AAA & Policy Management

- i) RADIUS-based AAA servers
- ii) User/session-based bandwidth control
- iii) Time-based and data-based access policies
- iv) Device fingerprinting support
- v) MAC randomization handling
- vi) Accounting and reporting
- vii) MIS and Dashboard.



4.5 Logging & Data Retention

1. Vendor must maintain at least following logs:
 - A. User Identity & Authentication Logs
 - B. Device Identification Logs
 - C. IP Address & Network Session Logs
 - D. Location & Access Point Logs
 - E. Traffic Metadata Logs (NOT CONTENT)
 - F. DNS Query Logs
 - G. Security Event Logs
 - H. Administrative & System Logs
- (i) Log retention for minimum **1 year** as per DoT guidelines
- (ii) Secure storage
- (iii) Search and Export capability for audits
- (iv) Vendor shall not copy or use or disclose or derive / interpret any of the data collected through the public Wi-Fi solution without the written permission of AAI.
- (v) Vendor shall not, directly or indirectly, monetize any of the data or derived data collected from the public Wi-Fi solution.
- (vi) Data & logs should be stored within India

5. ISP & bandwidth requirements

- (a) Internet link from Licensed ISP
- (b) Minimum backbone bandwidth: 200mbps
- (c) QoS for fair usage
- (d) ILL internet connection required from ISP to meet the SLAs.

6. Cyber security requirements

6.1 Network Security

1. Vendor shall provision required cyber security infrastructure for ex. Firewall, etc. to meet the cyber security requirements and regulatory compliances.
2. Physical or VLAN-based traffic isolation
3. WPA2 / WPA3 encryption

6.2 Compliance

- i) Full compliance to CERT-In, NCIIPC and other government guidelines
- ii) Incident reporting within prescribed timelines

7. Regulatory compliance

The vendor shall ensure full compliance with:

- I. Department of Telecommunications (DoT) guidelines
- II. TRAI regulations
- III. IT Act 2000 and amendments



- IV. CERT-In advisories
- V. Compliance to the DPDP Act
- VI. Compliance to the GDPR for the international passengers

8. Monitoring Portal : Vendor shall provide a portal to AAI Staff for:

- a) Online monitoring of the SLA
- b) Dashboard as defined in the section 15
- c) Monitoring of AP health, bandwidth usage, authentication success
- d) Automated alerts and notifications
- e) Monthly performance and SLA reports

9. Service level agreements (SLAs)

9.1 Availability SLAs

- I. Overall Wi-Fi service uptime: $\geq 99\%$
- II. Captive portal uptime: $\geq 99\%$
- III. Monitoring & Dashboard portal uptime: $\geq 99\%$

9.2 Performance SLAs

- Average user throughput: ≥ 1 Mbps

9.3 Penalties: SLA measurement and Penalty calculation shall be as per the below marked table.

		SLA Uptime %				
		≥ 99	≥ 98	≥ 97	≥ 96	≥ 95
Sr.no.	SLA Parameter	Penalty %				
1	Captive Portal Uptime	0	1	2	3	4
2	Management / Dashboard Portal Uptime	0	1	2	3	4
3	AP uptime	0	1	2	3	4
4	Common Infra: AAA / WLC / Network Switch etc. Uptime	0	2	3	4	5
5	ISP Uptime	0	2	3	4	5
	Note-1: The total penalty % shall be deducted from the quarterly bill, capped at 10% of the quarterly bill.					
	Note-2: For every % fall in the SLA uptime % below 95%, additional 2 % penalty (per additional % downtime) shall be deducted.					
	Note-3: Management / Dashboard shall provide provision to monitor the above SLA parameters.					



10. Maintenance & support

- Vendor shall ensure
 - a) Preventive maintenance quarterly
 - b) Firmware and security updates
 - c) Faulty AP replacement within 24 hours
 - d) Change management and documentation
 - e) Operational support window(24x7x365) for monitoring and management to maintain the SLA as per requirement.
 - f) Fault reporting and rectification.
 - g) Requirement of UPS backup supply of minimum 30 minutes for Wi-Fi solution.

11. Payment terms

- I. Quarterly payments based on SLA compliance
- II. Deductions for SLA non-performance
- III. No upfront Capex payment by Authority

12. Contract period

1. Initial period: **5 years**
2. **Every year** based on performance and at discretion of AAI. Contract will be continuing on same terms and conditions.

13. Exit & transition management

- A. All the Knowledge transfer as requested by AAI
- B. Configuration handover to AAI
- C. Log handover (last 12 months) to AAI
- D. Transition support for minimum 3 months

14. General terms & conditions

- (a) AAI reserves the right for termination of contract, for non-satisfactory performance of the Wi-Fi Solution including repeated SLA breach, with advance notice of 1 month.
- (b) Contract termination clause – After one year of contract, AAI reserves the right for termination of contract with advance notice of 2 months.
- (c) Vendor to comply with airport security protocols and BCAS clearance, security program and Airport entry pass requirement.
- (d) Confidentiality of passenger data
- (e) Right of audit by designated AAI official
- (f) Any other connectivity opportunities that may come up in future at airports has to be approved by AAI. AAI reserves the right to approve the same on revenue sharing basis as per prevailing commercial policy.



- (g) Wi-Fi services shall be secured and meet all mandatory regulations of Government of India (GOI) and cyber security guidelines to provide information on Wi-Fi users upon request to the Law Enforcement Agency.
- (h) Wi-Fi services provided shall comply Government of India mandated schemes from time-to-time such as PM-WANI. (optional)
- (i) Provision to provide report with details of user activities and device(s) used to access internet through airport Wi-Fi / network.
- (j) Provision of log retention as per latest Gol guidelines (presently 1 years of log retention is defined) for Data analysis/ Cyber forensics (if any)
- (k) Free Wi-Fi service shall be accessible on devices like Laptop, Desktop, Personal Digital Assistant (PDA) & Mobile Phones.
- (l) If the agency requires any other promotional/commercial activity related to Wi-Fi Services, the same shall be as per prevailing commercial guidelines of AAI.
- (m) Wi-Fi service will cater all the passengers irrespective of country of origin or ISP.
- (n) All required Infrastructure for Free Wi-fi Internet services & licensed bandwidth shall be provisioned through a Managed Service provider or Service Aggregator as OPEX.
- (o) Any branding or advertisements rights over Free Wi-Fi services shall be with AAI.
- (p) Provisions shall be available for storage of user data for one year to ensure compliance with legal provisions, as required. Complete user data and usage logs will be stored within India.
- (q) The system must capture the MAC address of the device used for accessing Wi-Fi.
- (r) The user data shall be strongly protected to ensure user privacy and data security.
- (s) Wi-Fi services shall meet all mandatory regulations of Government of India (GOI) and cyber security guidelines as issued from time to time.
- (t) Vendor shall not use the provided Wi-Fi solution for its own advertisement. **AAI reserves all the rights for the branding and advertisement over the provided public Wi-Fi solution.**

15. Management & Dashboard Portal

- Management and Dashboard Portal shall have at least the following information:
 - a) Total number of users authenticated
 - b) Peak concurrent users
 - c) Average session duration
 - d) Domestic vs International users (%)



- e) Device type distribution (Mobile / Laptop / Tablet)
- f) Peak usage hours
- g) SLA Parameters as mentioned in the Table-A, section 9.
- h) Cloud-based or on-premise.

16. **Note1: Bidder/vendor to ensure the required redundancy of all essential components/items like firewall, router, AAA server, Wi-Fi controller, ILL connection, AP's, Switches, UPS, monitoring equipment etc. for the compliance of SLA \geq 99% throughout the contract period of 05 years. Accordingly, Bidder/Vendor should consider all the above requirement and compliances to be fulfill as per the SLA, while quoting the price bid/financial bid (inclusive of all expenditure and cost required).**
17. **Note 2: Cost of materials/spare/tools/cables/conduiting/other site requirement for maintenance during contract period should be included total cost.**
18. **Note 3: Bidders are requested to visit the site before quoting so that estimation may corrected as per actual requirement.**
19. **Note 4: For the above-mentioned Wi-Fi service, AAI has defined the SLA (Service level Agreement) procedures to ensure total availability and serviceability of Wi-Fi service at Airport for passenger facilitation (24*7). The Contractor shall be responsible for the implementation of these SLA as per procedures. This contract shall also include the general cleaning, preventive, predictive & corrective maintenance by the Contractor of the Wi-Fi systems & all its accessories under the purview of the Contract.**



SECTION-F

**Name of work: Public Wi-Fi Solution (Wi Fi as a Service-WaaS)
Implementation at AAI, Goa International Airport**

**Terms & Conditions for Services and Maintenance during Five(05) Years
Contract with Spares.**

Sr. No	Description	Statement of Compliance.
1.	The contractor shall carry out the work in accordance with the details specified hereunder:	
2.	<p>a) The offered equipment by the bidder shall be compact, fully solid state, highly reliable and shall use latest state of the art technology.</p> <p>b) The design and selection of the offered equipment by the bidder shall be consistent with the requirements of long-term trouble-free operation with highest degree of serviceability, reliability and maintainability.</p> <p>c) All offered equipment by the bidder should be manufactured to continuously operate safely without undue heating, vibration, wear, corrosion, electromagnetic interference or any similar problems.</p> <p>d) The offered equipment by the bidder shall be designed for continuous operation (24- hours a day and 365-days a year). The design life of the equipment shall be a minimum of FIVE YEARS.</p> <p>e) This life shall be achievable through normal and regular maintenance.</p> <p>f) All types of spares and spare modules of the offered equipment shall be readily available with the bidder during lifetime of the equipment, for maintenance, repairs and up keep of the equipment during contract period.</p> <p>g) Offered equipment by the bidder shall undertake and ensure implementation of its offered solution and shall keep its in view the safety and protection of personnel, during normal operation and maintenance or during malfunctioning of any equipment or its sub-component. This shall be ensured as an integrated feature of design, manufacture and installation of offered equipment by bidder.</p> <p>h) Offered equipment by the bidder shall ensure adequate protection to be included for ensuring safety of personnel from any possible hazards, including EMI radiation, high voltages or any similar hazard.</p> <p>i) The offered equipment by the bidder shall furnish the details of EMI and Safety Standards met by his equipment and built-in safety features.</p> <p>j) The offered equipment shall be constructed on a modular basis, using plug-in type units and components to the extent possible. Parts subject to failure, wear, corrosion or other deteriorations or requiring occasional inspection, adjustment or replacement shall be made accessible and capable of convenient inspection and removal.</p> <p>k) The OEM shall manufacture their product in their own manufacturing unit, white labelling of the product shall not be allowed.</p> <p>l) Firmware/software upgrades are to be provided free of cost by bidder during the contract period.</p> <p>m) All the major components of the Wi-Fi systems shall be latest but field-proven and shall not be End-of-Life / Outdated; the same shall have to be supported by concerned OEM for at-least 5 year's period from the date of supply.</p> <p>n) The MAC address of the proposed equipment must be registered in the name of the OEM only and the same shall be submitted at the time of supply of products.</p> <p>o) Input and output termination cables in offered equipment shall be properly labelled to permit ready identification of the incoming/outgoing wiring.</p> <p>p) All interconnecting cables in offered equipment shall also be appropriately</p>	



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	<p>labelled to facilitate convenient interconnection and minimize chances of incorrect connection.</p> <p>q) All connecting cables required to inter-connect the equipment shall be supplied by the bidder as a part of the offered system. All cables shall be fully assembled, connector pre-terminated and factory tested at the time of supply as part of overall system check. All cables, connectors, termination accessories shall be covered contract period.</p> <p>r) Contractor shall be responsible for upgradation/integration of existing Wi-Fi system in case of requirement.</p> <p>s) Licenses : All Hardware system/component and Software supplied by bidder shall be OEM licensed, as applicable, and shall be valid for lifetime of the offered product/system</p>	
3.	During the 05 years contract period, the Contractor shall carry out health checkup, maintenance and troubleshooting of all Wi-Fi systems/service as per Scope of work (SOW) list & as per SLA (Service Level Agreement: Annexure-S), OEM schedule & site requirement respectively on staggered equipment/day to day basis of entire equipment & its accessories as per OEM recommendations/standard practices, and in consultation with the AAI Officer-In- Charge. Corrective/Breakdown maintenance shall be done, round the clock, on all days including holidays.	
4.	Maintenance support personnel shall have conversant with the operation, maintenance & repair of IT system and has experience in trouble shooting common faults for day to day maintenance of the system to cover 24 hrs operations.	
5.	The work herein specified shall be performed by competent workmen in a thorough professional manner. All materials furnished by the contractor shall conform to original equipment manufacturers standards and guidelines.	
6.	Airport/Operational Area Entry Passes for the contractor and his labourer/maintenance staff, shall be recommended. Contractor shall be fully responsible for obtaining the Entry Passes for him and his labourer/maintenance staff at his own cost. After completion of work, passes should be surrendered in the office of the Pass Section/AAI Security In-Charge.	
7.	The contractor shall apply for security clearance from BCAS immediately once receiving work order.	
8.	All contractor's staff shall behave in orderly manner, shall comply with the airport operational, safety and security rules and regulations, and shall not indulge in any activity beyond the scope of the contract. Any staff violating these conditions shall be removed from duty by the contractor with immediate effect on intimation from AAI Officer In-Charge. This will be without prejudice to any other liability to AAI, arising out of court directions/claims, etc. on account of such misdeeds.	
9.	Least inconvenience to passengers and staff working in the offices must be ensured while carrying out the work. The preventive maintenance is to be carried out independently during the lean period without affecting the Airport operations.	
10.	Contractor will remove all the debris caused due to the work and clear the site.	
11.	All required repairs, patchwork, etc. to restore any damages caused to AAI property during the execution of work shall be carried out by the contractor.	
12.	Any damage to AAI property not restored properly shall be recovered from the running bills of the contractor and hence utmost precaution should be taken during the execution of the work. AAI shall have full liberty to get the damage rectified at the contractor's risk and cost.	
13.	Provision of necessary Laptop , Test equipment, tools, cleaning material, etc. at site shall be the responsibility of the contractor.	
14.	List of Tools & tackles shall be maintained during 05 years contract period.	



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15.	<ul style="list-style-type: none">The contractor shall provide all the tools and tackles at site for carrying out all required maintenance as per schedule and site requirement.The works including measuring instruments and safety gadgets for attending breakdown of equipment's. Cost of transportation of labour and material to Airport /office premises shall have to be borne by the contractor.The all required tools, test equipment & tackles of reputed brand along with carrying bag shall be provided by the agency at Goa Airport for use during maintenance and breakdown works.The contractor shall provide all the safety tools/equipment's to their workmen/staff deploy for installation, maintenance work & as per site requirement at Goa Airport.Laptop (minimum i7, 8GB RAM, 1TB storage with original windows and office suit).Nose pliers- Minimum 02 Set and more as per site requirement.Wire cutters/Cutting pliers- Minimum 02 Set and more as per site requirement.Blower- Minimum 01 and more as per site requirement.Lan tester- Minimum 02 Set and more as per site requirement.Crimping tool- Minimum 02 Set and more as per site requirement.Punching tool- Minimum 02 Set and more as per site requirement.Pliers- Minimum 02 Set and more as per site requirement.Krone punching tool- Minimum 02 Set and more as per site requirement.Ellen key set- Minimum 01 Set and more as per site requirement. 13mm Drill with all types of bits- Minimum 01 Set and more as per site requirement.Multi-meter (VAO Meter)- Minimum 02 Set and more as per site requirement.Hammer - Minimum 01 Set and more as per site requirement.Lightweight Ladder 8 Ft and 4 Ft - Minimum 01 Set and more as per site requirement.Fiber testing torch - Minimum 01 Set and more as per site requirement.Long Screw drivers - Minimum 01 Set and more as per site requirement.Rechargeable torch light- Minimum 01 Nos. and more as per site requirement.Glugun and sticks - Minimum 01 Set and more as per site requirementSoldering iron and flux, wire - Minimum 01 Set and more as per site requirementFiber testing Power meter - Minimum 01 Set and more as per site requirementPower line tester - Minimum 01 Set and more as per site requirementClamp Multimeter - Minimum 01 Set and more as per site requirementAdjustable spanner 10 inch - Minimum 01 Set and more as per site requirementAll number spanners set - Minimum 01 Set and more as per site requirementLadder to work at height shall be in scope of contractor as and when required for Installation, maintenance work and fault rectification as per site requirement.	
16.	Consumables:	
17.	All consumables including replacement of passive networking components, cables, OFC, UPS batteries, batteries for laptop , RAM, ROM, HDD, SSD , adaptor for laptop of the scope of work. All the consumables such as cat-6 cable/ fiber patch cord all types ,cable connectors, IO connectors, LIU couplers, Rack Fan, UTP patch cords (3mtr, 6mtr, 15mtr), Power cables, VGA cable , HDMI cable ,printer USB cable insulation tape, fuse, wires, Insulation gloves, cotton waste, soap, dusters, Isopropyl Alcohol, Carbolic Acid, Anti-rusting Agents, Anti-Rodents, Foam Spray, Grease, hack-saw blade, screws, raw plugs, extension boards & extension wires, dusters, AA/AAA Batteries or as recommended by OEM for the concerned machines etc. will be provided by the contractor without any additional cost, stationeries such as log books, work diaries to workmen, printed maintenance records, logbook of various installations, various registers, maintenance schedules and as per the instructions of CNS In Charge/ Engineer In Charge will be provided within the 15 days of award of contract and maintained by the contractor at the site. Reserve stock quantity to be decided by the CNS In Charge/ Engineer In Charge & nothing extra payment will be made in this regard and the agency has to keep minimum quantity of consumables for	



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	one month in stock depending on the actual site requirement.	
18.	The contractor will not be liable for any damages arising out of War, riots and natural calamity such as fire, storm, earthquake, etc.	
19.	The contractor is fully responsible for safety precautions, and any accident that may take place to his labour /manpower during the execution of the work and all expenses for his medical treatment is to be borne by the contractor.	
20.	If at any stage the contractor fails to provide satisfactory service, AAI shall terminate the contract by giving one month's notice and PBG/security deposit will be forfeited. Any damage to the equipment and its accessories shall be rectified by AAI on the contractor's risk and cost.	
21.	The contractor shall take care of labour regulations and is required to follow all the guidelines prescribed by concerned authorities i.e. Regional Labour Commissioner/ Central Advisory Contract Labour Board, etc.	
22.	The contractor shall maintain all the system to the entire satisfaction of the AAI Officer In-Charge.	
23.	In case any of the personnel deputed by the contractor is found indulging in theft/pilferage or any other misdeed or any other undesirable activities, the contractor shall ensure that the services of the concerned staff are dispensed with immediate effect under intimation to the Authority.	
24.	The Contractor shall not be entitled for any extra payment whatsoever on account of the conditions of Contract.	
25.	Contract consisting of i) Repair, replacement, installation, configuration of Hardware, software, OS , applications, antivirus and ancillaries' items of entire Wi-Fi system during contract period of 05 years to ensure Wi-Fi services uptime $\geq 99\%$. Contract also include free replacement of batteries for UPS, Laptop, other equipment of Wi-Fi system etc, required as when become unserviceable during contract year of 05 years. ii) Contract with SLA includes daily routine preventive, operating and logging parameters checkup, corrective and scheduled preventive maintenance of Wi-Fi system as per manufacturer recommendations or/as per direction of Officer In-charge during 05 years contract period.	
26.	The contractor shall provide Technical and operational support (24*7*365) during preventive & breakdown maintenance to carry out the work efficiently with minimum down time.	
27.	Preparation of inventory of all Hardware, Software (Media & Licenses), Accessories by recording information like configuration details, serial number, warranty details, Software Keys, Version, etc. and updating of the same.	
28.	Report generation for each call/complaint and resolution with time and date.	
29.	Analysis of the call/complaint and action taken for rectification, to prevent recurrence.	
30.	The UPS Battery backup system check - once in a month and one UPS at a time, and maintenance of battery voltage records and necessary rectification action.	
31.	Monthly and quarterly monitoring with probable cause as a part of proactive approach.	
32.	Trend analysis of the variation and taking appropriate action.	
33.	Restoration of operation of system after any failure using hot standby/spare equipment.	
34.	Installation & updating of software as and when required during 05 years contract period. Firmware/software upgrades are to be provided free of cost by bidder during the Contract Period.	



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35.	Installation of Hotfixes and Patches, up-gradation of software as and when required during Contract period for system functionality or as recommended by the Hardware/ Software OEM with no cost to AAI.	
36.	The contractor shall confirm in writing, the names of the maintenance support personnel with complete contact details (address, e- mail, mobile number, etc.). Any change in these contact details shall be intimated to AAI in advance.	
37.	During the Airport operational hours, the contractor shall provide suitable maintenance support to attend faults. As per operational and maintenance requirements, Maintenance Support shall be made available at the site beyond the normal Airport operational hours(24*7).	
38.	Complaints shall be lodged to the Maintenance support for rectification and restoration of systems. The Maintenance support of the contractor shall ensure serviceability of entire Wi-Fi system & Its accessories by periodic monitoring/ inspections, etc., and in case of any unserviceability shall take immediate corrective action. AAI Officer In-charge or his authorized representative shall be informed of any scheduled and corrective maintenance and post- restoration of any unserviceable equipment/system/facility.	
39.	In case of any breakdown, the contractor maintenance support shall rectify the fault and restore the equipment and system to the satisfaction of the AAI Officer In-charge within 24-48Hours of reporting of the fault and penalties will be applicable as per SLA.	
40.	After rectification, operation and performance of the system shall be checked and maintained to the satisfaction of the AAI Officer In-charge.	
41.	Contractor shall replace all the faulty & functionally not acceptable components, hardware, connectors, batteries, other accessories etc. at own cost.	
42.	Contractor shall maintain daily log book Preventive/ Corrective/Breakdown maintenance record at site, and get it counter-signed by AAI representatives for records and payment of contract cost as per payment schedule.	
43.	Proper Log books shall be maintained by the contractor for the daily, preventive, breakdown maintenance, as well as periodic inspections as per the instructions of AAI, and shall be handed over to the AAI Officer In-charge or his authorized representative for inspection and certification.	
44.	All Maintenance log-books, reports, records, etc. shall be property of AAI, and the same shall not be removed from AAI premises or disclosed to any third party, without prior written permission of the AAI Officer In-charge.	
45.	The Contract cost shall be inclusive of all spares and services & maintenance support (24*7) including replacement of batteries for UPS & batteries for laptop, other Wi-Fi system equipment's etc during Contract period.	
46.	Contractor shall maintain sufficient inventory of spares to ensure compliance of terms and conditions of Contract and SLA. Component level/card level maintenance shall have to be carried out by the contractor. It is therefore necessary that sufficient stock of spares are kept for the maintenance support by the contractor at site , so that un-serviceability can be attended by the method of replacement in order to have minimum down time.	
47.	If the contractor is unable to replace the defective parts within 24Hrs., then such replacements shall be carried out by AAI at its own cost and the same shall be deducted from running payments/PBG.	
48.	Contractor shall ensure periodic backup of systems, programs and data. In case of corruption or damage to the Programme/ Data due to any reason, the replacement, reprogramming and restoration shall be the responsibility of the contractor.	



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49.	The repairs/maintenance of equipment is to be carried out at site. In case of a defect in equipment/its accessories, necessitating major repairs at the service centre of the contractor, the same may be taken to service centre under intimation to the AAI Officer In-charge. In such cases, all expenditure and arrangement to dispatch, repair and return of the equipment/sub-assembly shall be borne/carried out by the contractor. Penalty shall be levied for delay beyond the prescribed time in setting right the equipment. The original equipment has to be reinstated at site after the repairs have been carried out at service centre at the earliest.	
50.	Spares: As a part of contract, the contractor shall maintain sufficient inventory of spares related to hardware components , software & accessories of Wi-Fi system/service to ensure that, the preventive and breakdown maintenance of entire equipment /system can be carried out efficiently with minimum down time and ensure the compliance of SLA \geq 99%. All critical spares are required for repairs and maintenance of the complete Wi-Fi system shall be kept with the maintenance support of contractor at site. All critical spares required during the course of year shall be analyzed and necessary inventory kept at all the times. However, the firm is required to maintain minimum inventory of critical spares as per requirement and compliance of SLA\geq 99% at site, failing which deduction/penalty shall be levied.	
51.	Payment: Contract cost shall be paid by AAI quarterly, after the completion of each quarter for the work done in previous quarter on production of bill/Tax invoice along with, submission of service reports, duly signed by AAI Officer In-Charge and satisfactory performance certificate, for that quarter. All the necessary recoveries/ deductions for which firm has made themselves liable for, shall be deducted from the bills before releasing the payment.	
52.	Contractor must take all safety precautions while the worker executing installation and the maintenance job at heights and provide adequate insurance for the workers engaged. AAI shall not be responsible for occurrence of any untoward incidents.	
53.	It is the responsibility of the contractor to provide adequate insurance cover against any loss / damage to persons or property due to the commission or omission of any act by him / them or any person(s) deployed by him / them. AAI will not, in any manner, be responsible for any loss / damage that might be caused due to the negligence of the deployed manpower/support.	
54.	Inability to perform contract: In the opinion of AAI, if the works are going slow or unable to complete the work or any portion thereof as agreed upon, or not abiding to conditions agreed upon, then the contractor shall be held responsible for the loss. In case of poor maintenance, AAI shall terminate the contract by giving one month notice and PBG against contract shall be forfeited. Any defects shall be rectified at contractor's risk & cost.	
55.	Entry Pass: - The work site lies in restricted area. The contractor shall apply in writing in advance for issue of necessary entry passes of workmen engaged by him. The office/airport premises are an essential service covered under the maintenance of essential service Act and hence disruption of services rendered will be a statutory offence. The necessary police verification, BCAS clearance & Security program etc. as required for entry passes will be the responsibility of the contractor. All expenditure towards arranging security passes shall be borne by the Agency.	



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56.	<p>Security: - The contractor and his employees shall abide by security regulation framed by AAI/ BCAS Authorities. Any worker of the contractor, whose presence is found undesirable in Airport premises, shall not be allowed to work. The Contractor shall be fully responsible for the satisfactorily working of his staff. "If Contractor or his authorized representative or his employed workers are found violating any of security regulations, suitable action shall be taken by AAI as per prevailing rules". All men and vehicles shall be permitted to enter the restricted / office area only on possession of the security passes. The contractor shall apply in writing in advance before commencement of work for issue of security passes and shall submit a list of personnel concerned with their addresses. The contractor shall ensure that his men are deployed only in those area where the security passes issued is valid for. Passes shall be deposited back with Engineer-In-Charge/CNS In-charge on demand and in any case immediately after completion of work. The contractor or his staff/workmen shall observe all the rules promulgated from time to time by the concerned authorities. Any person found violating the security rules laid down by the authority will be expelled from the area without assigning any reason whatsoever and contractor shall have no claim on this account.</p>	
57.	<p>Contractor is responsible to get the Aerodrome/Airport Entry Pass (AEP) for maintenance staff deputed to execute this contract. If any expense occurs related to AEP, contractor shall be liable to pay. It is the responsibility of the contractor that the maintenance staff does not involve in any other matters of AAI or other agencies in Airport and their duties are strictly restricted to maintenance of system under the purview of this contract. The successful bidder need to register and upload the company details in Govt. e-sahaj portal for BCAS Security Clearance for applying AEP .</p>	
58.	<p>Statutory & Regulatory Clauses: -</p>	
59.	<p>i) The contractor has to discharge all the obligations as provided under various statutory enactment including the EPF/ ESI/ Contract Labour (Regulation and abolition)/ Minimum Wages / Payment of Wages / Payment of Bonus /Payment of Gratuity / Workmen's compensation / Works Contract and other relevant Acts, Rules and Regulations in force and as amended from time to time in the State/Central Govt., as applicable.</p> <p>ii) The contractor has to follow the local security/safety rules & regulations and such instructions on restricted hours of work as may be imposed on him by the department / local authorities, while working in security restricted zones and no claim whatsoever on account of this, will be entertained.</p> <p>iii) Contractor has to submit the details of staff such as, qualification documents and experience letters of the staff, the CV and passport size colored photograph along with copy of police verification (not older than six months on the date of start of work) before engaging them on work. All the documents should be self-attested by each worker and signed and stamped by contractor/ agency. The decision of Engineer-in-charge, to accept or reject any candidate on the basis of lack of experience, qualification, lack of skills required for job, will be final and binding on the Agency.</p> <p>iv) No accommodation shall be arranged by the AAI for the staff /workers of the contractor. It is the responsibility of contractor to make his own arrangements for the facilities.</p>	
60.	<p>Contractor's liability & Insurance.</p> <p>i) From commencement to completion of the Work, the Contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Work or any part thereof and all AAI's and T&P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Work and all AAI's T&P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the CNS In charge/Engineer in-Charge</p> <p>ii) In the event of any loss or damage to the Work or any Part thereof or to any T&P, to any</p>	



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material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:

- a) The Contractor shall, as may be directed in writing by the CNS In charge/Engineer in-Charge, remove from the Site any debris and so much of the work as shall have been damaged, taking to AAI's store such AAI's T & P articles and/or materials as may be directed.
- b). The contractor shall, as may be directed in writing by the CNS In charge/Engineer in-Charge, proceed with the erection and completion of the Work under and in accordance with the provisions and Conditions of the Contract.
- iii). Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligation under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- iv). Without limiting its obligations and responsibilities under other clauses of General Conditions of Contracts, the contractor at his own cost shall insure in the joint name of AAI and the contractor, against all losses or damages from whatever cause, arising (other than the accepted risks for which he is responsible under the terms of the contract and in such manner that the AAI and the contractor are covered during the period of contract work and any loss or damage occasioned by the contractor in the course of any operation carried out by them for the purpose of complying with its obligations of defects liability clause hereof;
 - a. All works including temporary work to their full value executed from time to time.
 - b. The materials and equipments to their full value brought on to the site by the contractor.
- v) The Contractor shall indemnify and keep indemnified AAI against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the installation and maintenance of Work and against all claims, demands proceedings, damage costs, charges and expenses whatsoever in respect of or in relation thereto.
- vi). Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure at his own cost against any damage, loss or injury which may occur to any AAI property, or to any person for at least the minimum amount of Rs 1.00 lakh with unlimited number of occurrences (including any employee of AAI) by or arising out of carrying out of the Contract.
- vii). The contractor shall at all times indemnify AAI against all claims, damages or compensation under the provisions of Payment or Wages Act 1936, Minimum Wages Act. 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Work, whether in the employment of the Contractor or not, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act. 1923 or any modification thereof or any other law relating thereto.
- viii). All insurance mentioned above shall be effected with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Authority of India.
- ix). The aforesaid insurance policy / policies shall provide that they shall not be cancelled till the CNS/Engineer-in-Charge has agreed to their cancellation in writing.
- x). The Contractor shall ensure from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till the expiry of the contract period.
- xi). The Contractor shall ensure that similar insurance policies are taken out by his subcontractors (if any) and shall be responsible for any claims or losses to AAI resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his subcontractor (if any) as the case may be, the relevant policy or policies and premiums receipts as and when required by the CNS In charge/ Engineer-in-Charge. A self-certified copy of such policies is required to be submitted to the CNS In charge/ Engineer-in-Charge.
- xii). If the Contractor and/or his subcontractor (if any) shall fail to effect and keep in force



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	<p>the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case AAI may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by AAI from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.</p> <p>xiii). In case contractor takes Contractor All Risk (CAR) Policy in joint name of AAI and Contractor for full tendered value along with third party liability (max of 10% of tendered value or as applicable as per Insurance Regulatory Authority of India) then there is no requirement for taking separate insurance by sub-contractors.</p> <p>However, workmen compensation policy is required to be taken separately by main contractor and sub-contractor for workers employed by them.</p>	
61.	PAYING AUTHORITY	
	CAMC: Airport Director, AAI, Goa Airport, Goa.	



(Scanned copy of the filled up & duly signed format on Company letter head shall be uploaded with Cover 1 (Technical Bid)

Unconditional Acceptance letter

To,
Airport Director,
Airports Authority of India,
Goa International Airport, Dabolim

Subject: Submission of Tender for Annual rate contract for “Public Wi-Fi Solution (Wi Fi as a Service-WaaS) implementation at AAI, Goa International Airport, Dabolim”.

**TENDER Ref NO : AAI/GOA/CNS/IT/Wi-Fi/2026/01 &
(GeM Bid No: _____)**

Sir,

Having examined the conditions of tender and specifications including addenda, I/We, the undersigned offer to **Public Wi-Fi Solution (Wi Fi as a Service-WaaS) implementation at AAI, Goa International Airport, Dabolim.** in conformity with:

- 1 NIT, General Information and Guidelines, Terms and conditions, General Conditions of Contract etc. of **Tender ref. no AAI/GOA/CNS/IT/Wi-Fi/2026/01**
- 2 I/We agree to abide by the terms and provisions of the said conditions of the tender and provisions contained in the Notice Inviting Tender (NIT)/Tender document.
- 3 I/We hereby unconditionally accept (s) all conditions of AAI’s tender document in its entirety for the above work. It is certified that I/We have not stipulated any condition (s) in our tender offer, in case any condition(s) are found in our tender violated after opening of tender, I/We agree that the tender be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the EMD absolutely.
- 4 I/We have submitted the (Please tick whichever is applicable):
 - a. For non-NSIC/MSME/Udyam registered Bidders: **Earnest money deposit of Rs. 8,65,092.52/- (Rupees Eight Lakhs Sixty-Five Thousand Ninety-Two and Fifty-Two paise only).**
 - b.) for the tender paid through **Online or Offline in form of Demand Draft (DD) .**
5. I/We declare that I/We have not paid and shall not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills and further if any officer of AAI asks for bribe or gratification, I shall immediately report it to the appropriate Authority in AAI.
6. I/We undertake that AAI’s tender document shall form part of contract agreement. I/We understand that AAI is not bound to accept the lowest or any bid received for present tender.

Thanking you,

Yours faithfully,

[Signature and name of the
authorized signatory of the firm with
company stamp]

Date:

Place:



(Scanned copy of the filled up & duly signed format on Company letter head shall be uploaded with Cover 1 (Technical Bid))

UNDERTAKING REGARDING DEBARMENT/BLACKLISTING

(AAI/GOA/CNS/IT/Wi-Fi/2026/01) & (GeM Bid No: _____)

I/We (Name and post of authorized signatory) on behalf of(Name of firm) do

here by solemnly affirm and declare as follows:

- (i) Our firm is not **restrained/ debarred/ blacklisted** by Airports Authority of India (AAI)/ Ministry of Civil Aviation(MoCA)/ Dept. of Expenditure(DoE), Ministry of Finance and the debarment/ blacklisting/ restraintment is not in force as on last date of opening of tender (Envelope-I, normally called as technical bid).
- (ii) None of Proprietor /Partners /Board Members /Directors of M/s..... (Name of firm) has remained Proprietor /Partner /Board Member /Director in any firm which stands debarred /blacklisted/restrained by AAI/ MoCA/ DoE and the debarment/ blacklisting/ restraintment is not in force as on last date of opening of tender (Envelope-I, normally called as technical bid).
- (iii) Our firm understands that if our firm either debarred before the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) or debarred before the date of contract by AAI/ MoCA/ DoE (Debarment applicable for all Ministries/ Departments), our bid is liable to be rejected at that stage.
- (iv) Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment/ blacklisting/ restraintment, termination of the contract etc. as deemed fit.

[Signature and name of the authorized signatory of the firm with company stamp]

Date:

Place:



(Scanned copy of the filled up & duly signed format on Company letter head shall be uploaded with Cover 1 (Technical Bid))

Undertaking (Compliance of labour laws & regulations)

TO WHOM IT MAY CONCERN

(AAI/GOA/CNS/IT/Wi-Fi/2026/01)& (GeM Bid No:_____)

I/We hereby undertake that my/our firm/agency M/s. _____ , shall,

1. abide by all the rules and regulations of the State / Central Government under **the Minimum Wages Act, Contract Labour (Regulations and Abolition) Act, 1970, Payment of Wages Act 1936, Payment of Bonus Act 1965** and such other Acts / Regulations as may be in force from time to time.
2. pay wages to the deployed personnel as per the rule framed by Ministry of Labour and Employment, **The payment of wages to the personnel shall be paid by contractor through bank account.**
3. execute the agreement as prescribed by Authority and abide by the terms and conditions of the agreement.
4. abide by all the rules and regulations and code of conduct for my / our employees that may be laid by the Airports Authority of India from time to time.
5. get character and antecedents verification by the Police authorities for manpower that will be provided by me / us. I / We further undertake full responsibility to make good any loss / damage in the event of any mishap caused by my / our manpower. I also undertake to pay the necessary fee levied by AAI / BCAS for issue of PIC/AEP's (Aerodrome Entry Permit/Pass).
6. provide adequate insurance cover against any loss / damage to persons or property due to the commission or omission of any act by me / us or any person(s) deployed by me / us. I also undertake to state that AAI will not, in any manner, be responsible for any loss / damage that might be caused due to the negligence of my / our manpower.
7. be responsible for settling any claim / compensation against all damages and accidents caused due to negligence on the part of his employees and keep AAI indemnified from any compensation / liability.

[Signature and name of the authorized signatory of the firm with company stamp]

Date:
Place:



ANNEXURE – IV

(Scanned copy of the filled up & duly signed format on Company letter head shall be uploaded with Cover 1(Technical Bid)

To

**The Airport Director
Airports Authority of India,
Goa International Airport,
Dabolim - 403801.**

Sub: Submission of Bids (Technical & Financial)

(AAI/GOA/CNS/IT/Wi-Fi/2026/01) &
(GeM Bid No: _____)

Dear Sir

This is with reference to the tender document mentioned above and downloaded by M/s -----
------. In this regard we are submitting our bids along with all the following documents as required by your NIT.

- i. I/We have submitted the Earnest Money Deposit (EMD) of **Rs. 8,65,092.52/- (Rupees Eight Lakhs Sixty-Five Thousand Ninety-Two and Fifty-Two paise only)** for the tender paid through **Online or Offline** in the form of DD (scan copy attached in Cover 1)
OR
I/We being registered in NSIC/MSME/Udyam/Start-up, have submitted valid Registration Certificate (**in Cover-1 : Technical Bid**) as the case may be.
- ii. Scan copy of **unconditional acceptance letter** (as per **Annexure-I**) of all the tender conditions is attached.
- iii. Scan copy of all the documents as mentioned as per **Annexure VIII** & scan copy of duly filled up & signed **Annexure I to VI** in **Cover-1(Technical Bid)**.
- iv. Financial Bid BOQ uploaded as per Tender Format on GeM portal.

Note: Ambiguous statements & incomplete supporting documents for vital tender requirements may attract the risk of rejection without further reference

Yours Sincerely

[Signature and name of the
authorized signatory of the firm
with company stamp]

Date:

Place:



(Scanned copy of the filled up & duly signed format on Company letter head shall be uploaded with Cover 1)

वचनबंध(जीएसटी)/Undertaking(GST)

(AAI/GOA/CNS/IT/Wi-Fi/2026/01) &
(GeM Bid No: _____)

TO WHOM IT MAY CONCERN

I/We hereby declare that my/our firm,
having Office addresshas
been registered under Goods & Services Tax (GST) & compliant of GST provisions.

[Signature and name of the
authorized signatory of the firm
with company stamp]

Date:

Place:



ANNEXURE – VI

(Scanned copy of the filled up & duly signed format on Company letter head shall be uploaded with Cover 1(Technical Bid))

General Compliance

Name of Work: Public Wi-Fi Solution (Wi Fi as a Service-WaaS) implementation at AAI, Goa International Airport, Dabolim.

(AAI/GOA/CNS/IT/Wi-Fi/2026/01) &
(GeM Bid No:_____)

#	REQUIREMENT	Statement of Compliance & Agreement (Yes/No)
1	Detailed information on the Bidder's eligibility as per the Tender requirement (as per Sec-A).	
2	General Information & guidelines for Tendering (Section – B)	
3	General Terms & Conditions of the Tender (Section – C)	
4	Special Conditions of the Tender (Section-D)	
5	Scope of work and Schedule (Section-E)	
6	Terms and Conditions of contract (Section -F)	
7	Terms & conditions regarding Financial Bid	

Name & Address of the Firm _____

DECLARATION

I (.....) hereby declare that the documents submitted/ enclosed are true and correct. In case any document at any stage found fake / incorrect, my EMD may be forfeited.

[Signature and name of the authorized signatory of the firm with company stamp]

Date:

Place:



(On company letter head)

ANNEXURE – VII

“PRICE SCHEDULE (BOQ)”

(Printout of this Price Schedule /Price breakups to be taken and pdf copy of duly filled schedule with signature & company stamp on each page, to be submitted on GeM portal in Cover -2 (Financial Bid) only

(AAI/GOA/CNS/IT/CAMC/2025-26/01) & (GeM Bid No: _____)

Wi-Fi Service Components

Sr.No.	Item	Qty	Rate(Excl. of GST)	Total (excl of GST)
1	Access Point with Cabling-conduiting	100 Nos.	A	100*A
2	ISP Bandwidth 200 Mbps ILL (1:1) charges per year	5 Years	B	1*B
3	Wi-Fi as a Service (WaaS) charges per year <i>(It will include SITC, CAMC and support(7x24x365) for the Wi-Fi solution including the hardware like AAA server, Wi-fi Controllers Switches(L3,L2), Firewall,Router,Cabling-conduiting, Rack, UPS, Desktop, Laptop etc. and software like Captive portal, Management & dashboard portal, licenses etc.)</i>	5 Years	E	5*E
4	Cybersecurity Audit of the Wi-Fi Solution (Every six months)	10 Nos.	F	10*F
Total amount (Exclusive of GST)				
GST @%				
Total Amount for 05 years (Inclusive of GST)				

Note

1. Financial bids comparison shall be done on the basis of **NET AMOUNT QUOTED** under provision of the Gem Portal.
2. The rates quoted shall be inclusive of all levies, cost of installation, freight, insurance, loading, uploading, GST etc.
3. Bidder shall quote for all the above items. Blank quoting shall be declared as incomplete bid & shall be rejected at any stage of the Tender procedure.
4. Bidder to ensure the required redundancy of all essential components/items like firewall, router, AAA server, Wi-Fi controller, ILL connection, AP's, Switches, UPS, monitoring equipment etc. for the compliance of SLA $\geq 99\%$ throughout the contract period of 05 years. Accordingly, Bidder/Vendor should consider all the above requirement and compliances to be fulfill as per the SLA, while quoting the price bid/financial bid (inclusive of all expenditure and cost required).
5. Firm should pay higher attention while calculating total cost of contract of Wi-Fi service for the period of 05 years.
6. **Bid offer Validity (From End Date) is 180 days.**

[Signature and name of the authorized signatory of the firm with company stamp]

Date:

Place:



(Scanned copy of the filled up & duly signed format on Company letter head shall be uploaded with Cover 1)

CHECK LIST FOR COVER-1 (Technical Bid)

(Tender Ref No. AAI/GOA/CNS/IT/Wi-Fi/2026/01) &
(GeM Bid No: _____)

#	Eligibility Criteria	Documents Uploaded (Yes or No)
1	Earnest Money Deposit (EMD)	
	A) For non-NSIC/MSME/Udyam registered Bidders Proof of Online transaction/ scan copy of DD for cp amount of Rs. 8,65,092.52/- (Rupees Eight Lakhs Sixty-Five Thousand Ninety-Two and Fifty-Two paise only).	
	B) For NSIC/MSME/Udyam /Start-up registered Bidders: Start-ups/MSEs seeking EMD exemption and benefits should enclose an self-certified copy of valid Registration Certificate, giving details of such validity, stores / services etc.	
2	Submit Copy of Authorization letter on company letter Head for singing (Authorized Signatory) all documents of above Gem Bid.	
3	Scan copy of Unconditional Acceptance of AAI's Tender Condition (as per Annexure – I).	
4	Work experience: As per para (2.2) of Sec A Criteria: Should have satisfactorily completed similar works in line with any one of the following criteria during last seven (07) years. (i) One work costing not less than Rs 3,46,03,701.07/-(incl of GST) (ii) Two separate works each costing not less than Rs 2,16,27,313.17/-(incl of GST) (iii) Three separate works each costing not less than Rs 1,73,01,850.53/-(incl of GST) (Self-attested copy of work order with company stamp)	Work 1 Value:
		Work 2 Value:
		Work 3 Value:
4A	Work completion Certificate: As per para (2.4) of Sec A Criteria: End user's satisfactory completion certificate (Self-attested copy with company stamp) mentioning 1] Work Order Number, 2] Value & Date of completion of the work.	
5	Legal Status of Bidder as per para (2.1) Sec A: Self attested copy with company stamp to be attached , Certificate of Registration under Shop & Establishment Act or Registrar of Firms or Companies Act / Partnership Deed/ Memorandum of Article of Association (MOA)	
6	Self-attested with company stamp copy of Annualized average financial turnover for last 03 years ending on 31-03-2024 (at least Rs. 1,29,76,387.90/- (Incl of GST)). As per para (2.3) of Sec-A (with UDIN)	



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7	The vendor/bidder should be a licensed ISP (Internet Service Provider) or have valid MOU with any of the licensed ISP (Internet Service Provider). As a proof required supporting documents like MoU, License of ISP etc as the case may be, is/are to be submitted.	
8	GST Registration (Self attested copy with company stamp to be attached)	
9	PAN Card (Self attested copy with company stamp to be attached)	
10	Undertaking regarding Debarment/Blacklisting as per Annexure – II of tender document	
11	Undertaking (compliance of labour law) as per Annexure – III of tender document	
12	Undertaking (Submission of bids) as per Annexure – IV of tender document	
13	Undertaking (GST compliance) as per Annexure – V of tender document	
14	Undertaking (General compliance) as per Annexure – VI of tender document	
15	Duly filled and signed Pre contract Integrity PACT as per Annexure – P	
16	Undertaking (Compliance of Terms & Conditions for contract) as per Annexure-F	
17	Undertaking (Compliance of Terms & Conditions for SLA) as per Annexure-S	
18	Manufacturer Authorization Form (MAF) : MAF from respective Original Equipment Manufacturer (OEM) for Major IT component included in scope of work schedule like Access point, AAA server, Wi-fi Controllers Switches (L3, L2), Firewall, UPS.	
19	Check List (Cover – 1) as per Annexure – VIII of tender document	
20	Tender document including GeM Bid Document Duly Signed and Stamped on all pages	

NOTE: -

1. Non-submission of any of the above documents may be considered as incomplete Technical bid & shall be rejected.
2. EMD in the form of PBG (with SFMS)/DD shall be sent by post or by person to the following address:

Airport Director, Airports Authority of India, Goa International Airport, Dabolim, Goa – 403 801,. Telephone No: 0832-2541812 Kind Attention: CNS In-charge/IT In-charge
3. **The PBG (Performance Bank guarantee) with SFMS details /DD for EMD Amount must reach above address within 5 Days of Bid opening as scheduled in Gem bid Document, failing which the bid may be treated as incomplete and may lead to rejection of the bid by buyer without making any reference to the seller.**
4. **.pdf scan copy of Online transaction receipt or the PBG with SFMS details or DD of EMD shall be submitted in Cover-1 (Technical Bid).**

The details of PBG with SFMS details or DD physically sent should tally with the details available in the scanned copy submitted on-line in Cover 1 (Technical Bid), failing which the Tender shall be rejected.

[Signature and name of the
authorized signatory of the
firm with company stamp]

Date:

Place:



Format for Performance Bank Guarantee

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..... and..... [here-in-after called “the said Contractor(s)”] 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(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We..... (indicate the name of the Bank) [here-in- after referred to as “the bank”] hereby undertake to pay to the Chairman, AAI, an amount not exceeding Rs..... (Rupees..... only) on demand by AAI.

1. We..... (indicated 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).
2. 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.
3. 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. 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 dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharge or till contract-in-charge on behalf of AAI certified that terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
4. 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 said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any 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.



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

5. We..... (indicated the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
6. 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 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.
7. We..... (indicate the name of the bank) also ensured that the claim period of PBG is 90 days beyond the Validity/Expiry date of PBG_____.

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

For..... (indicate the name of bank).



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 '**AAIGOA**' in field **7037** of the SFMS cover messages **IFN 760COV (for BG issuance)** and **IFN 767COV (for BG amendment)** while transmitting the same to the beneficiary bank (ICICI Bank-IFSC- ICIC0000007).

Thanking You,

(Vendor)



**(Scanned copy of the filled up & duly signed format on Company letter head shall be uploaded with Cover 1)
(Tender Ref No. AAI/GOA/CNS/IT/Wi-Fi/2026/01& (GeM Bid No: _____))**

The Service Level Agreement shall be as per the following schedule

Name of work: "Public Wi-Fi Solution (Wi Fi as a Service-WaaS) implementation at AAI, Goa International Airport, Dabolim.

1 Availability SLAs

- I. Overall Wi-Fi service uptime: $\geq 99\%$
- II. Captive portal uptime: $\geq 99\%$
- III. Monitoring & Dashboard portal uptime: $\geq 99\%$

2 Performance SLAs

- Average user throughput: ≥ 1 Mbps

3 Penalties : SLA measurement and Penalty calculation shall be as per the below marked table.

		SLA Uptime %				
		≥ 99	≥ 98	≥ 97	≥ 96	≥ 95
Sr.no.	SLA Parameter	Penalty %				
1	Captive Portal Uptime	0	1	2	3	4
2	Management / Dashboard Portal Uptime	0	1	2	3	4
3	AP uptime	0	1	2	3	4
4	Common Infra: AAA / WLC / Network Switch etc. Uptime	0	2	3	4	5
5	ISP Uptime	0	2	3	4	5
	Note-1: The total penalty % shall be deducted from the quarterly bill, capped at 10% of the quarterly bill.					
	Note-2: For every % fall in the SLA uptime % below 95%, additional 2 % penalty (per additional % downtime) shall be deducted.					
	Note-3: Management / Dashboard shall provide provision to monitor the above SLA parameters.					

Note: Bidder/Contractor/Vendor shall ensure compliance of all terms & conditions of Section-F of tender document during Five (05) of contract (This is a part of SLA)

I/We shall ensure compliance of the Service Level Agreement with the all terms & conditions of tender document during Five (05) years Contract.

Dated:

**Signature and name of the authorized signatory
of the firm with company stamp**



ANNEXURE-P

PRE-CONTRACT INTEGRITY PACT

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

AND

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

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/contract for The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

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

AND WHEREAS the Bidder is submitting a tender to the Authority for.....in response to the NIT (Notice Inviting Tender) dated Contractor is signing the contract for execution of

NOW, therefore, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to

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

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

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

1. Commitments of the Authority;

1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly



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with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDERS, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

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

- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2(i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 3.2(ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.



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- 3.5 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitor.
i) If he receives demand for an illegal/undue payment/benefit.
ii) If he comes to know of any unethical or illegal payment/benefit.
iii) If he makes any payment to any Authority's associate(s)
- 3.11 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders'



- exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the sub- contractor(s) and associate(s) whose value of the work contribution exceeds **Rs 0.5 Crores.(Rupees zero point five Crores.)** and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 4.4. That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds **Rs 0.5 Crs. (Rupees Zero point five Crores.)** will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).
- 5. Earnest Money, Security Deposit, Bank guarantee, Demand Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.**
While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DEMAND DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT/ tender documents.
- 6. Sanctions for Violations/Disqualification from tender process and exclusion from future Contracts.**
- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:
- To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
 - To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - To encash the advance bank guarantee and performance bond/warranty bond, if



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furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
 - (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.
- 6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.
- 6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub-Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the Authority has substantive suspicion in



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this regard, the Authority will inform the Vigilance Department for appropriate action.

8. Independent External Monitor(s),

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

9. Facilitation of Investigation.

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

10. Law and Place of Jurisdiction.

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

11. Other Legal Actions



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- 11.1 That the changes and supplements as well as termination notices need to be made in writing.
11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

- 12.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.
12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

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

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

Buyer Name of the Officer: Designation: Dept./Ministry/PSU Witness 1. _____ 2. _____	BIDDER CHIEF EXECUTIVE OFFICER Witness 1. _____ 2. _____
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