



No. AAI/PRJ/IT/Procurement/PO/ 2019-20

Date: 02nd March, 2020

To,
CENEX Technologies Pvt. Ltd.
21, B-Left Side, First Floor, Shyam Nagar,
Behind Chandiwala Estate,
New Delhi-110020

(Kind Attn: Mr. Binod Ray, Mob:9211166691, e-mail:binod@cenexindia.com)

Subject: SITC of Computer (AIO)/ Laptop and Peripherals at Prayagraj Airport.

Reference: 1. Tender No. AAI/PRAYGRAJ/IT/PROCUREMENT/2019-20, E-Tender
No. 2020_AAA_41675_1 dated 31/01/2020.
2. Technical and Financial bid documents submittals on CPPP Portal
3. Your un-conditional Acceptance of Letter of Intent.

Dear Sir,

1. The competent authority has approved your offer for "SITC of Computer (AIO) / Laptop and Peripherals at Prayagraj Airport as per Scope of Work attached" at the cost 23,52,330.00 (Rs. Twenty-Three Lakh Fifty-Two Thousand Three Hundred Thirty Only) including all taxes, levis & other charges.
2. The supply & delivery of items shall be carried out as per Scope of Work vide "Annexure-A" attached here with this work order. All the items shall be duly inspected w.r.t Pre/Post-delivery by AAI. The project shall be executed as per terms & conditions of tender document.
3. The issue of work order shall constitute the intention of the buyer to enter into the contract with the bidder. Acceptance of work order will be deemed as effective from the date of issue of this Work Order.
4. You are now requested to accept the PO and acknowledge us back by signing and stamping in each page of the duplicate copy of this PO within 3 working days via Email/Fax/Speed Post and submit PBG as per clause 11 of this PO within 30 days from the acceptance date of issue of this Purchase order.

5. **Payment Terms :-** The payment terms & conditions shall be as follows -

Payment shall be governed as per the terms & conditions of the tender document and final bills will be submitted to the Project Manager, AAI along with satisfactory certificate issued by AAI, which shall be processed with the following documents :



- a) Bill (Invoice) in Duplicate
 - b) Pre/ Post-Delivery Inspection certificate.
 - c) Delivery Challan
 - d) Receipt from the Consignee for completion of delivery in good condition
 - e) SAT certificate in original
 - f) Undertaking of Authenticity as per Annexure-C.
 - g) Warranty certificate of OEM for supplied items.
 - h) Other relevant documents if any.
6. **PAYING AUTHORITY:** Paying Authority is Airport Director, Airport Authority of India, Prayagraj Airport.
7. **SCOPE OF WORK:** - The work contract includes Supply, Installation, Testing and Commissioning of **Computer (AIO)/ Laptop and Peripherals at Prayagraj Airport** as per "Annex-B" attached
8. **PROJECT MANAGEMENT:** Sh. Ravi Prakash, Mgr-CNS shall act as Project Manager to this Contract for Airports Authority of India. M/S **CENEX Technologies Pvt. Ltd.** shall also specify the name of project manager immediately on receipt of the Purchase Order.
9. **COMPLETION PERIOD :-** The contractor has to complete the awarded work within 04 weeks from the date of acceptance of this Purchase Order. If you fail to complete the work within the stipulated period and no justifiable reasons are found for the delay, you should be liable to pay the compensation for delay as per the tender guidelines.
10. **ENTRY PASS:-** You will be required to get Airport Entry Passes for your Engineers and staff as per BCAS guidelines.
11. **PERFORMANCE BANK GUARANTEE :-** The contractor shall furnish an unconditional Performance Bank Guarantee of an amount equivalent to **10% of contract value (Rs 2,35,233.00/-)** valid for a **period of 90 days beyond warranty/guarantee period within 30 days** of acceptance of work order and if delay occurs then interest @12% per annum on PBG as same is deducted from EMD.
12. **GUARANTEE/ WARRANTY :-** Three years onsite warranty for Laptops & Desktops(AIO) however 01 year onsite warranty for MFDs, Printers, Scanners & UPS. The warranty starts after successful completion of Site Acceptance Test.
13. **Liquidated Damages:-** In case of delay in completion of the work, liquidated damages (L.D.) shall be levied @ 0.5% per week for the price of uncompleted portion/ activity/ delivery of contract cost executed/ completed beyond delivery schedule is recovered as liquidated



damages (part of week to be treated as one week) subject to a maximum of 10% of the value of delayed goods. The LD shall be calculated on the base cost without the Govt. Taxes & Duties.

14. As part of acceptance of this order **M/S CENEX Technologies Pvt. Ltd.** is required to enter into an agreement to be signed in duplicate on a non-judicial stamp paper (to be stamped in accordance with stamp Act) with Airports Authority of India **within 15 days** of issue of this letter. The format of the agreement is enclosed as "**Annexure-B**" to this letter awarding work.

15. **Consignee:-** The ordered equipment / items shall be delivered to the port consignee as mentioned below.

Port of Consignee:

**Airport Director
Airports Authority of India
Civil Air Terminal, Prayagraj-211012**

16. All other terms and conditions shall remain in force same as per Tender document.

Thanking You

Yours Sincerely
For AIRPORTS AUTHORITY OF INDIA


02/03/2020

(Farrukh Ahsan)
Assistant General Manager (CNS)

Copy to:

1. The P.O. File
2. OSD/PS to APD
3. AGM-Fin CATC.
4. JE-Fin CAT, Prayagraj



Annexure-A

Scope of Work

Tender No.: - "AAI/PRAYAGRAJ/IT/PROCUREMENT/2019-20".

PO no. : AAI/PRJ/IT/Procurement/PO/ 2019-20, dated 02nd March, 2020

Scope of Work for the System Integrator under this project would be as follows:

S.No.	Item Description	UOM	Quantity
A.	SITC of Computers (AIO)	Nos.	23
B.	SITC of Laptop	Nos.	02
C.	SITC of Multi-Functional Device (Duplex)	Nos.	06
D.	SITC of Black & White Printer (Mono-Chrome)	Nos.	03
E.	SITC of High speed Scanner	Nos.	07
F.	SITC of Printer (Color)	Nos.	02
G.	SITC of UPS	Nos.	23


02/03/2020

(Farrukh Ahsan)
Assistant General Manager (CNS)



AGREEMENT

Agreement No. AAI/PRJ/IT/Procurement/PO/ 2019-20 dated 02nd March, 2020

This Agreement made on ----- between Airports Authority of India, a statutory corporation incorporate under Airports Authority of India act, 1994 having its head office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi - 110 003 and the Regional Offices at Delhi, Bombay, Calcutta, Chennai and Guwahati Airports through its **Officer In-Charge (CNS), Airports Authority of India, Prayagraj Airport, Prayagraj**, hereinafter called "AAI" which expression shall include the Administrators, Successor, Executive and assigns, on the one part and **CENEX Technologies Pvt. Ltd. 21, B-Left Side, First Floor, Shyam Nagar, Behind Chandiwalla Estate, New Delhi-110020**, Hereinafter called the "CONTRACTOR" which expression shall include the Administrator, Successors, and Executors and permitted assigns on the other part.

Where-as, AAI is desirous of getting the work of **"SITC of Computer/ Laptop and Peripherals at Prayagraj Airport"** (hereinafter called "WORK") and whereas, **M/S CENEX Technologies Pvt. Ltd.** has submitted vide their bid/ offer against **Tender ID: 2020_AAI_41675_1** and the AAI accepted their aforesaid offer and awarded the work to **M/s CENEX Technologies Pvt. Ltd.** per the terms and conditions contained in its award letter no. **AAI/PRJ/IT/Procurement/PO/ 2019-20** Dated:02/03/2020 and documents referred as therein, which have been accepted by **M/S CENEX Technologies Pvt. Ltd.,** resulting into a "CONTRACT".

NOW THEREFORE THIS DEED WITNESS AS UNDER:

Article 1.0 AWARD OF CONTRACT:

Airports Authority of India had awarded the contract **M/S CENEX Technologies Pvt. Ltd,** for the **"SITC of Computer/ Laptop and Peripherals at Prayagraj Airport** as per terms and conditions of Tender ID: **2020_AAI_41675_1** and as contained in Annexure-A of the purchase order no. **AAI/PRJ/IT/Procurement/PO/ 2019-20** Dated: 02/03/2020 with the terms and conditions contained in its award letter no. **AAI/PRJ/IT/Procurement/PO/ 2019-20** Dated:02/03/2020 and documents referred to therein. The award has taken effect from 02nd March, 2020. The terms and expressions used in this agreement shall have the same meaning as are assigned to them in the "CONTRACT DOCUMENT" referred to in this succeeding article.

Article 2.0 CONTRACT DOCUMENTS:

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "CONTRACT DOCUMENT").



- (i.) Tender Document of Tender ID: **2020_AAI_41675_1**
- (ii) Supplier's Technical and Financial bid documents submittals on CPPP Portal
- (iii) Your unconditional acceptance of Letter of Intent.

All the aforesaid contract documents contain conditions as mentioned against individual pages and are initialed by both the parties by their authorized representatives.

All the aforesaid contract documents shall form an integral part of this agreement, in so far as the same or any part thereof confirm to the tender and what has been specially agreed to by the owner in its letter of award. Any matter inconsistent therewith, contrary or repugnant there to or any deviation taken by the contractor in its "Proposal" not agreed by the owner its letter of award shall be deemed to have been withdrawn by the contractor unless justified and mutually agreed by both the parties. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the "AGREEMENT"

Article 3.0 CONDITIONS & CO-VENANTS:

a) The scope of contract, consideration, terms of payment, period of completion, defects liability period, taxes wherever applicable, Insurance, liquidated damages and all other terms and conditions are contained in the aforesaid contract document. The contractor shall duly perform the contract strictly and faithfully in accordance with terms of the Agreement. The Agreement constitutes full and complete understanding between the parties and the terms of the presents. It shall supersede all prior correspondence to the extent inconsistency or repugnancy to the terms and conditions contained in the agreement. Any modification of the agreement shall be affected only by a written instruction signed by the authorized Representation of both the parties.

Article 4.0 SETTLEMENT OF DISPUTES:

The specifically agreed by and between the parties that all the differences or disputes sign out of the agreement or touching the subject matter of the Agreement shall be decided by process of settlement of disputes and arbitration as specified in the Tender document and the provisions of the Indian Arbitration Act, 1996 shall apply and New Delhi Courts alone shall have exclusive jurisdiction over the same.

Article 4.1 NOTICE OF DEFAULT:

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served up on the parties there to if delivered against acknowledgement, due addressed to the signatories at the address mentioned herein above.



This Contract Agreement is allotted the number No. **AAI/PRJ/IT/Procurement/PO/ 2019-20 dated 02nd March, 2020** In WITNESS thereof, the parties through their duly authorized representatives have executed those presents (execution thereof has been approved by the competent authorities of both the parties) on the day, month and year first mentioned at New Delhi.

SIGNATUR WITH SEAL OF CONTRACTOR

FOR AND ON BEHALF OF AAI

M/S CENEX Technologies Pvt. Ltd.

Name :

Name :

Designation :

Designation :

Address :

Address :

Witness

1.

2.



Undertaking of Authenticity from Supplier

Sub: SITC of Laptops, AIO PCs, MFDs, Printers, Scanners and UPS.

Ref: 1. Your Purchase Order No. _____ Dated _____
2. Our invoice no/Quotation No. _____ Dated _____

With reference to the Desktop and Servers being supplies / quoted to you vide our invoice no/quotation no/order no. cited above, we hereby under take that

1. All the components/parts/assembly/software used in the Laptops, AIO PCs, MFDs, Printers, Scanners and UPS under the above like CPU, Hard disk, Monitors, Memory, Hardware & Software etc shall be original new components / parts / assembly / software only, form respective OEMs of the products and that no refurbished / duplicate / second hand component / parts/ assembly/ software are being used or shall be used.
2. All products Laptops, AIO PCs, MFDs, Printers, Scanners and UPS meets each & every specification mentioned in Annexure IV (Page No. 31 to 34 of Tender document).

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (eg: product Keys on Certification form the authorized source (eg: authorized Microsoft channel in case of Microsoft Operating system)

Should you require, we hereby undertake to produce the certificate from OEM supplier in support of above undertaking at the time of delivery / installation. It will be our responsibility to produce such letter from our OEM suppliers at the time of delivery or within a reasonable time after delivery as mutually agreed.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT hardware/Software already billed, we agree to take back the Desktops and Servers without demur, if already supplied and return the money if any paid to us by you in this regard. We (system OEM name – applicable if the supplier is OEM himself) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized service centre/Reseller/SI etc.

Aurhorised Signatory

Name:

Designation:

Place:

Date: