



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

संदर्भ सं : एएआई/एएचएम/सीएनएस/Racks/2020/

Dated 04/06/2020

सेवा में

मेसर्स, डाटा टेक कम्प्युटरस प्राइवेट लिमिटेड,
604, समृद्धि कॉम्प्लेक्स, Opp. साकार-III,
ईन्कम टैक्स, अहमदाबाद-380014

To

M/s Data Tech.Computers Pvt. Ltd.,
604, Samruddhi Complex, Opp. Sakar-III,
Income tax, Ahmedabad-380014.

Purchase Order: Supply and Installation of Equipment's Racks, at Ahmedabad Airport.

क्रय आदेश : अहमदाबाद हवाईअड्डे पर equipment's racks की सप्लाई एवम इन्स्टालेशन हेतु।

Ref:

1. Tender No.: AAI/AHM/CNS/2020/05, Tender ID:-2020_AAI_43798_1.

महोदय/ Dear Sir,

Reference is made to the above mentioned tender and your offers (technical, commercial and various subsequent clarifications) submitted against above referred tender.

01. Your offer for **"Supply and Installation of Equipment's Racks at Ahmedabad Airport"** as per attached schedule is hereby accepted by the competent authority on behalf of The Chairman, AAI for an amount of **6,71,151.00/- (Rupees Six Lakh Seventy One Thousand One Hundred Fifty One Only)** exclusive of GST but inclusive of all other taxes, freight / Insurance charges, at AAI S.V.P.I. Airport, Ahmedabad.

02. Time/ Delivery & Installation:

Supply of the items as per tender shall be within 30 Days from the date of issue/dispatch of work order. Installation & Testing shall be **within 35 days** from the date of issue/dispatch of work order.

03. Liquidated Damages (L.D.)

In case of delay in completion of the contract, liquidated damages (L.D.) shall be levied @ 1% of the full value of 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. If the uncompleted work, restricts the operation of complete system then LD shall be applicable to total value of contract with approval of Competent Authority.

04. Payment to the supplier shall be made on submission of the following documents in ORIGINAL

- Bill/Invoice in duplicate
- Delivery Challan
- Warranty details
- Satisfactory certificate of Supply & Testing by the authorized Executive of AAI.
- Details in respect of your firm required for RTGS as per pro forma attached in annexure (Annex.7 of tender document)
- PBG
- Signed Agreement on Non-judicial stamp paper of Rs.100.00

05. Guarantee/Warranty :-

All goods or material shall be supplied strictly in accordance with the specifications. If any trouble or defect originating from the design, material, workmanship or operating characteristics of any material arise **at any time prior to Guarantee/Warranty (For a period of minimum 2 Year from the date of installation/testing or any extended warranty as per OEM)** and the bidder is notified thereof, the bidder at his own expense (including freight, duty and customs for items sent for repair) and at no cost to AAI, as promptly as possible make such alterations, repairs and replacements at the site as may be necessary to permit facilitate the functioning of the equipment in accordance with the specifications. The warranty period of repaired or replaced goods shall be extended for a period equal to the turnaround time (out of service period).

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

AAI reserves the right to encash complete value of performance Bank guarantee if the performance of equipment/system is not satisfactorily without assigning any reason.

06. Operational Maintenance during Warranty: -

The contractor shall replace any parts during warranty period without any charges whatsoever to AAI.

During warranty period, the contractor shall provide free replacement of any defective spares of the equipment supplied against this work within 72 hours after registering complain.

07. Technical Manual

The Bidder shall supply complete sets of User manual and Technical & Maintenance manual.

08. Packing and Marking

All packing should be strong enough to withstand rough handling during loading, unloading and transporting of the packages.

The supplier shall be held liable for all damages or breakage of the goods attributable to defective or insufficient packing as well as for corrosion due to insufficient protection.

09. Insurance, Freight:-

All items shall be fully insured by the contractor. The cost of Insurance and Freight shall be paid by the contractor. The documents in support of insurance policy shall be submitted to AAI.

10. Taxes, Permits and Licenses:-

In case supplies are delayed for reasons attributed to the suppliers, the increased rate of statutory taxes shall be borne by the supplier. However, any benefit accruing due to decrease in statutory taxes shall be passed on to AAI.

11. Repeat order:-

AAI reserves the right to place repeat order, **within validity of contract period i.e. expiry of warranty as mentioned in contract**, not exceeding 50% the quantity of the original order at the same terms and conditions of the this work order.



12. Arbitration and Laws

Except where otherwise provided for in the contract, all questions and disputes relating to the meeting of the specifications, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be **settled 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. Provided that any dispute that remains unresolved shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, The venue of Arbitration shall be Ahmedabad, India. The arbitration award 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. Indian laws shall govern this contract.

13. Performance Bank Guarantee

The bidder, whose tender is accepted, shall within **30 calendar days** of the issue of letter of acceptance of the bid/work order, shall submit unqualified **performance guarantee of 10% (Ten Per Cent) of the total price to AAI** in the form of an irrevocable and unconditional bank guarantee on a Nationalized / Scheduled Bank, as per **Annexure -IV (of tender document) enclosed herewith.**

In case, the bidder fails to submit the PBG within stipulated period, interest @ 12% p.a. on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from EMD.

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

The Performance Guarantee shall be valid for 3 months beyond the warranty period as per Para 10 of Section-V of NIT or shall remain valid as per provisional extension granted by AAI. If the agency fails to extend the validity of the Performance Guarantee, the same shall be encashed by AAI with or without notice.

The guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.

The performance guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to the other provisions of the guarantee.

The successful and satisfactory operation of the equipment supplied in accordance with he specifications and other relevant documents.

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

The performance guarantee is intended to secure the performance of the entire equipment. However, it is not to be construed as limiting the damages stipulated in any other clause.

The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.

The EMD of the successful bidder will be returned only after the successful bidder submits the **performance guarantee** in the prescribed Performa.

All the materials shall be supplied strictly as per the required specification mentioned in the quotation document.



14. SCHEDULE OF QUANTITY:-

Item Description	Quantity In Nos.	RATE (INR) (Excluding GST)	Total Amount
42U Rack with accessories as per technical specification	11	43,831.00	4,82,141.00
42U Rack with accessories as per technical specification	4	45,351.00	1,81,404.00
Installation Charges	1 Job	7606.00	7606.00
Total Amount (INR Six Lakh Seventy One Thousand One Hundred Fifty One Only)			6,71,151.00

Kindly acknowledge receipt of this letter.

भवदीय
20/06/2020
आर.एस.सरदार

ए.टी.एस.ई.पी प्रभारी
कृते, विमानपत्तन निदेशक

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp act)

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

Ref:

Bank Guarantee:

Date:

To,

Airport Director

Airports Authority of India

SVP International Airport

Ahmedabad Gujarat 380003

Name of Work: - Supply of Networking Components at Ahmedabad Airport.

Dear Sir,

1. In consideration of the Chairman, Airports Authority of India [hereinafter called "AAI"] having offered to accept the terms and conditions of the proposed agreement between 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.
2. We (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
3. We, the said bank further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) i n any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment. We (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Projection- charge on behalf of AAI certified

that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We..... (indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect so relieving us. This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).
6. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
7. This guarantee shall be valid upto unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharge

WITNESS

Dated this ----- day of ----- 2020 at -----

Bank's Rubber Stamp-----

Official address -----

Signature -----

Signature -----

Name -----

Name -----

Designation with Bank -----

Designation with Bank-----

Official Stamp -----

Official Stamp-----

Details of the Vendor Firm/Company

1	Name of the Bidder/supplier	
2	Name of the bank	
3	Name of the branch	
4	Complete address of bank	
5	Account of beneficiary	
6	Type of account	
7	Core Banking Account No In full	
8	IFSC code of the bank	
9	Name of Account Holder	
10	PAN	
11	Service Tax Number	

(Signature of Bidder with Stamp)

Name :

Date :

Seal :_

E-mail address: _____

Telephone Number: _____

PROFORMA FOR AGREEMENT TO BE SIGNED BETWEEN BUYER & SELLER
(On Non-judicial stamp paper of Rs.100.00)

AGREEMENT FOR.....

BETWEEN

AIRPORTS AUTHORITY OF INDIA, SVPI AIRPORT, SARDARNAGAR, AHMEDABAD- 380003.

AND

M/S.....

This agreement is made at today Day of..... of 2020... between AIRPORTS AUTHORITY OF INDIA, A body corporate constituted by the Central Government under the Airports Authority Act (Act 55 of 1994) and having its Corporate office at RAJIV GANDHI BHAWAN, SAFDURJUNG, AIRPORT, NEW DELHI-110003 represented by 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, General Managers, Officers or any of them specified by the Chairman on his behalf and shall also include its successors and assigns on one part and..... having its principal office space & place of business(Hereafter called

..... and represented by..... of the on the other part hereinafter called the CONTRACTOR (which term shall unless excluded by or is repugnant to the context, be deemed to include its higher, representative, successors and assigns of the contract).

Whereas, the AUTHORITY want to purchase.....

And CONTRACTOR is desirous of supplying the same.

WHEREAS, AUTHORITY invited offers for the.....

WHEREAS, the CONTRACTOR has offered its bid, for in accordance with their Price Bid opened on ...13/05/2020 on CPP e-portal, This Price is exclusive of GST but inclusive of patents, handling charges, and any other taxes, duties, levies, freight, Insurance, etc...up to destination;

Now, therefore, in consideration of the promises and mutual covenants contained herein, the CONTRACTOR and the AUTHORITY (hereinafter referred to as the "parties") agree as follows:

For the purpose of this contract the following constitutes part of the agreement:

- a. **Contract Period** – for Two year with effect from up to
- b. AUTHORITY Tender Documents for the Scope of comprised of **E-Tender Id No. :2020_AAI_43798_1: /Tender no. AAI/AHM/CNS/ 2020/05** and CONTRACTOR Price bid opened on CPP e-portal...13/05/2020.
- c. Bid Response Documents submitted by the CONTRACTOR in fulfilling the tender requirements that includes the signed Compliance.
- d. Unconditional acceptance of AUTHORITY Tender conditions as given by the CONTRACTOR.
- e. Replies to Queries raised by AUTHORITY during Technical evaluation and Technical clarifications submitted by the CONTRACTOR in response thereof vide letter dated:
- f. The price bid of the CONTRACTOR opened on CPP e-portal and accepted by AUTHORITY.
- g. AUTHORITY's Letter of Intent stating acceptance dated..... and the CONTRACTOR's acknowledgement dated.....

h. AUTHORITY Order no.

i. Performance Bank Guarantee No. date for Rs.

j. Whereas, the AUTHORITY agreed to grant the CONTRACT to For the referred period on Terms and conditions, mutually agreed upon as hereunder:

IN WITNESS WHEREOF, The parties have caused this agreement and executed by their respected duly authorized representatives on theday..... andyear written.

ON BEHALF OF
(M/S)

ON BEHALF OF
(AIRPORTS AUTHORITY OF INDIA)

1. Witness:

2. Witness:

Signature Not Verified

Digitally signed by TIWARI PRADEEP KUMAR
Date: 2020.06.26 12:26:53 IST
Location: eProcurement System for Central
PSUs