



भारतीय विमानपत्तन प्राधिकरण
राजकोट एयरपोर्ट, राजकोट
AIRPORTS AUTHORITY OF INDIA
RAJKOT AIRPORT, RAJKOT

स/ भाविप्रा/राज/सीएनएस/बैटरी/2019-20/ 274-75

दिनांक: 15.07.2020

सेवामें,

M/s Pacard Power Private Limited,
A-44 Popular Plaza, 132Ft. Satellite Ring Road,
Near Shyamlal Cross Roads, Satellite, Ahmedabad-380015
Ph. No. :- 079-26765752

(Work Order)

विषय: "SITC of SMF VRLA Batteries in Various Units of CNS at AAI,
Rajkot Airport in buyback rate".

संदर्भ:- 1. निविदा दस्तावेज संख्या :AAI/RAJ/CNS/BATTERY/2019-20

2. ई- निविदा आई डी : 2020_AAI_44744_1

महोदय/महोदया,

Reference is made to the above mentioned correspondence and your offer (technical, financial bids) submitted against above mentioned E-Tender, Your offer for "Supply, installation, testing and commissioning of SMF VRLA Batteries in Various Units of CNS at AAI, Rajkot Airport in buyback rate -Reg. AAI Rajkot (GUJARAT)-360 006" is hereby accepted by the Competent Authority on behalf of The Chairman, AAI.

A. PRICE :

1. The items indicated in schedule of quantity will be supplied, installed at a total cost of **Rs. 1,01,736/- (One Lakh One Thousand Seven Hundred and Thirty Six Rupees Only) inclusive of all taxes/ levies /duties/insurance/freight/ delivery charges and GST.**
2. **GST** shall be paid to supplier against a valid tax invoice as per terms and condition of the contract.
3. You shall submit Unconditional Acceptance of Letter of Intent (LOI) in your company letter head / Acceptance of work order within **05 (Five)** working days through e-mail/fax/courier/by authorized representative, failing which it should be construed that you are not interested in the offer and hence not accepted the letter of intent unconditionally.
4. The **contract agreement** as per attached format shall be executed **within 30 days** from the date of acceptance of this letter, on a non-judicial stamp paper of value Rs. 100/- (Rupees One Hundred Only).

B. Time/ Delivery & Installation:

"SITC" shall be completed **within 30 days** from the date of acceptance of work order.

क्र. प्र. 01/C

15/07/2020

C. 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.

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

- a) Bill/Invoice + 2 copies, Delivery Challan.
- b) Satisfactory completion certificate of SITC by the CNS-In-Charge, AAI, Rajkot Airport.
- c) Guarantee/Warranty card for the hardware as applicable.
- d) Details in respect of your firm required for RTGS as per attached vendor reg. form
- e) Submission of Preventive/corrective maintenance schedule.

E. Guarantee/Warranty :

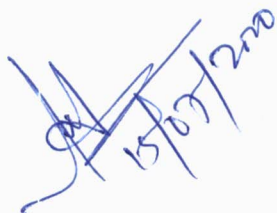
All goods or material shall be supplied strictly in accordance with the specifications.

All materials furnished by the successful bidder pursuant to the Order (irrespective of whether engineering/design or other information has been furnished, reviewed or approved by AAI) are required to be guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by AAI) and shall be free from faulty design to the extent such design is not furnished by AAI. The goods/material used by the successful bidder and its workmanship should be of proper quality so as to fulfill in all respects, the operating conditions and other requirements specified in the order.

If any trouble or defect originating from the design, materials, workmanship or operating characteristic of any materials arise at any time prior to 12 months after commissioning and the contractor notified thereof, the contractor 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 en-cash complete value of Performance Bank guarantee if the performance of equipment/system is not satisfactorily without assigning any reason.

- F. Operational Maintenance during Warranty:** The contractor shall replace any parts, including the supplied software found defective 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.



G. Packing and Marking :

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

All delicate surfaces of equipment/goods should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.

All protrusions and threaded fittings shall be suitably protected and openings shall be blocked by covers.

Wherever required equipment material shall be packed in polyethylene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect the equipment. Pipes/tubes made of stainless steel; copper etc. shall be packed in wooden crates irrespective of their sizes. The 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.

H. Substitution & Wrong Supplies:

Unauthorized substitution or materials delivered not complying with the description or quality or supplied in excess quantity or rejected goods shall be taken back by the Successful Bidder at his cost and risk.

Bidder shall not substitute any item at the time of delivery against the item mentioned in work order unless the item is no longer available in the market due to obsolesce or any other reason and OEM issues the certificate to this effect. AAI shall accept the higher version of item of same make and better Technical specifications if it is approved by **Airport Director, AAI, Rajkot Airport.**

I. 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.

J. TAXES, PERMITS AND LICENCES:

In case supplies are delayed for reasons attributed to the suppliers, the increase 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.

K. Miscellaneous:

In addition to the above any other information / description, the bidders may wish to provide, like the features / performance figures specified/indicated should be with supporting documents / calculations. AAI reserves the right to place repeat order, within validity of contract period i.e. expiry of warranty as mentioned in contract, not exceeding 25% the quantity of the original order.

L. 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 there of 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 **New Delhi, 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.



M. Performance Bank Guarantee / Security Deposit:

The contractor within **15 calendar days** from the date of issue of this work order shall submit the unqualified performance guarantee / security deposit of **10 % of the total work order** value to AAI in the form of an irrevocable and unconditional bank guarantee in Indian Rupees from a Nationalized/scheduled bank in India, If party is submitting PBG then PBG as per proforma (**Annexure-IV**) of NIET document is required to be submitted. The Performance Guarantee / Security Deposit shall be valid for **03 months** beyond the warranty period 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 / Security Deposit shall be deemed to govern the following guarantees from the contractor, in addition to the other provisions of the guarantee.

The successful and satisfactory operation of the equipment supplied in accordance with the 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 / security deposit 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 / Security Deposit will be returned to the contractor at the end of the period of liability without interest.

N. All the materials shall be supplied & complied technical specification strictly as **per Annexure -X** of NIET document.

O. Warranty & Technical Support : 02 years.

Kindly acknowledge the receipt in acceptance of this order by signing at each page on a copy of this purchase/work order and return to AAI.

भवदीय
(केशव सरकार)

उप. महाप्रबंधक (सीएनएस)

सीएनएसप्रभारी-

कृते विमानपत्तन निदेशक

भा. प्रा. वि. राजकोट एयरपोर्ट

E-mail ID : cnsicvark@aai.aero

/ Keshab Sarker

प्रबन्धक (सीएनएस)

(CNS)

वि. प्रा. सी. ए. राजकोट
A.A.I. C.A. Rajkot.

Copy to :

1). Manager(Finance),Rajkot.

Agreement

AGREEMENT (on Rs.100/- Non Judicial Stamp Paper) for “Supply, installation ,testing and commissioning of SMF VRLA Batteries in Various Units of CNS at AAI, Rajkot Airport in buyback rate -Reg. AAI Rajkot (GUJARAT)-360 006”.

Between

Airports Authority of India, Civil Aerodrome, Rajkot-360006, Gujarat

And

(M/s Pacard Power Private Limited, A-44 Popular Plaza, 132Ft. Satellite Ring Road, Near Shyamlal Cross Roads, Satellite, Ahmedabad-380015, Gujarat)

THIS AGREEMENT, entered into this (Date)_____ day_____ of (Month & Year) _____ by and between (Name of Contractor), having its office at (Contractor's Office Address) (hereinafter called the “Contractor”) and the Airports Authority of India having its office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi India (hereinafter called the “AAI”), the expressions “Contractor” and “AAI” shall mean their successors, legal representatives or assigns, for the “Supply, installation ,testing and commissioning of SMF VRLA Batteries in Various Units of CNS at AAI, Rajkot Airport in buyback rate”

WITNESSETH

WHEREAS, AAI invited offers for the "Supply, installation ,testing and commissioning of SMF VRLA Batteries in Various Units of CNS at AAI, Rajkot Airport in buyback rate" at Airports Authority of India, Civil Aerodrome, Rajkot, Gujarat.

WHEREAS, the Contractor has offered to undertake "Supply, installation ,testing and commissioning of SMF VRLA Batteries in Various Units of CNS at AAI, Rajkot Airport in buyback rate", Gujarat in accordance with their Price Bid and AAI has accepted its offer.

NOW, therefore, in consideration and mutual covenants contained herein, the Contractor and the AAI (hereinafter referred to as the "parties") agree that the following document shall be part of this agreement:-

AAI E - Tender Documents (Etender ID :- **2020_AAI_44744_1**) for the Supply, installation ,testing and commissioning of SMF VRLA Batteries in Various Units of CNS at AAI, Rajkot Airport in buyback rate at Airports Authority of India, Civil Aerodrome, Rajkot, Gujarat supplied by AAI.

1. Tender corrigendum no. 1, 2...., if any.
2. Bid Documents submitted by the Contractor dated **11/03/2020** in fulfilling the contract requirements that includes the signed compliance.
3. Unconditional acceptance of AAI Tender conditions as given by the Contractor.
4. Queries raised by AAI during technical evaluation and technical clarification submitted by contractor in response thereof.
5. The price bid of the Contractor which was opened **on 12/05/2020** and accepted by AAI.
6. Reference of LOI/Work order issued/acceptance of bidder.

For and on behalf of Contractor

For and on behalf of Chairman, AAI.

Signature
Name
Designation

Signature
Name
Designation

1. Witness : (Signature, Date, Name, Designation on behalf of AAI)

2. Witness : (Signature, Date, Name, Designation on behalf of Contractor)

PARTY PAYMENT DETAILS FORM / VENDER REGISTRATION FORM

PARTY NAME / VENER NAME :

NAME OF CONTACT PERSON :

OFFICE ADDRESS

OFFICE TELEPHONE NO

FAX NO

MOBILE NO

E-MAIL ID (FOR PAYMENT CONFIRMATION)

TAX RAGISTRATION DETAILS

SERVICE TAX REG.NO.

DATE OF SERVICE TAX REG.

CATEGORY UNDER CHAPTER OF SERVICE TAX.

CHAPTER NO

GST REG. No.

DATE OF GST TAX REG.

GST VENDOR CLASS (0,1,2,3)

0 FOR NOT REGISTERED;

1 FOR Compounding Scheme;

2 FOR Special Ecomonic Zone;

3FOR PSU/GOVERNMENT ORGANIZATION

Region (i.e. Gujarat, Maharashtra etc.)

Domestic or Import vendor

Postal

City

Country

TDS DETAILS

PAN NO

PAN Valid from

TAN NO

TIN NO

TDS CATEGORY

DETAILS OF BILL

BILL NO & DATE

BILL RS

DETAILS OF BILL

BANK DETAILS (FOR RTGS FACILITY)		
BANK NAME		
BRANCH NAME & ADDRESS		
NAME OF BANK A/C		
BANK ACCOUNT NO		
ACCOUNT TYPE (CA/SB/CC)		
RTGS (IFSC) CODE		
MICR CODE		

ENCLOSED :

- (1) CANCEL CHEQUE
- (2) ZEROX COPY OF PAN NO
- (3) Zerox copy of GST Registration

(SIGNATURE) OF PARTY WITH STAMP

DATE :