

**भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA**

No.AAI/LKO/CNS/FTI/PO/2020

Dated: 21/10/2020

To,
M/s R. R. Gupta Steel Industries
A-15, Somdutt City, Grah Road,
Meerut(UP)-250004

Subject: Work Order for "SITC of optical fiber cable link between two sites at CCSI Airport Lucknow".**References:**

- (i) AAI Tender Ref No:- AAI/LKO/FTI/2019-20 dated 16.06.2020 & CPP Portal Tender ID: 2020_AAI_50617_1
- (ii) Technical Bid opened on dated 10/07/2020 1530 hours.
- (iii) Financial Bid opened on dated 22/09/2020 1500 hours.

Dear Sir,

This is with reference to your submitted financial bid as well as other documents mentioned above in respect of this office tender reference no. AAI/LKO/CNS/FTI/2019-20 dated 16.06.2020 (CPP portal Tender ID:2020_AAI_50617_1) for "SITC of optical fiber cable link between two sites at CCSI Airport Lucknow".

The competent authority is pleased to accept your offer against this office NIQ no. AAI/LKO/CNS/FTI/2019-20 for SITC of optical fiber cable link between two sites at CCSI Airport Lucknow in Rs.1927294.00/-(including GST) as per terms and condition contained in the tender document as well as in this work order.

1.0 Total Cost of Work :

- 1.1 The total cost of work is Rs.1927294.00/- (Rupees Nineteen lakh twenty seven thousand two hundred ninety four Only). The prices are inclusive of all taxes at prevailing rates.

2.0 Time Schedule :

- 2.1 As per Tender Terms and Condition, contractor shall complete the work at the Consignee site within 60 days from the effective date which shall be considered 7days after issue of Purchase Order by Fax/email.

3.0 Terms of Payment:

- 3.1 No any advance payment shall be made.
- 3.2 100% payment of SITC cost shall be released after successful completion of SITC work and SAT and after submission of following documents :
- a) Bills (Invoices) in triplicate with GST no. of firm as well as of AAI.
 - b) Certificate of completion of SITC, SAT and training issued by authorized representative of AAI.
- 3.3 Final payment shall be released by the AAI after adjustment of any kinds of dues pending against bidder.

4.0 Paying Authority:

The Airport Director, Airports Authority of India, CCSI Airport, Lucknow.

5.0 Mode of Transport, Freight & Insurance:

All kinds of charges concerned with viz transport, freight, insurance etc. shall be borne by the supplier/successful bidders.

6.0 Liquidated Damages :

- (a) In case of delay in completion of the contract or each milestone of contract for supplies and Installation, liquidated damages (L.D.) shall be levied @ 1% 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.
- (b) 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.
- (c) 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 @ 1% of the total value of the uncompleted portion of work per week or part thereof subject to a maximum of 10% of

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Office of the Airport Director, Chaudhary Charan Singh International Airport, Amousi,
Lucknow-226009, दूरभाष:2435404, फैक्स:2438404 E-Mail: apdlko@aai.aero

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total contract value.

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7. Agreement:

- (a) The supplier has to sign an agreement to effect of this SITC on Rs.100/- non judicial stamp paper within 20 days from date which comes after 7 days of issue of Purchase Order by Fax/email.
- (b) This P.O. shall be the part of that agreement.
- (c) Cost of Stamp Paper will be borne by the supplier.

8. Performance Bank Guarantee:

- (a) Performance Bank Guarantee shall be furnished within 20 days of effective date which starts after 7 days from issue of Purchase/Works Order by AAI from a nationalised scheduled bank (not a cooperative/Gramin bank) for not less than 10% of total Contract Price of SITC on RS 100/- Non-judicial Stamp paper. In case the bidder firm fails to submit the irrevocable performance bank guarantee within stipulated period for complete concurrency period of contract for the work SITC, no payment shall be released to the bidder firm. Moreover, interest @1% pm to max of @ 10% p.a. on Performance Guarantee amount shall be levied (non-refundable) for delayed period of submission. The same shall be deducted from running bills. *The Performance Guarantee shall generally be valid for 6 months beyond the scheduled date of completion of work /contract and shall remain valid as per provisional extension granted by the AAI if contract is extended further. If the agency fails to extend the validity of the Performance Guarantee, the same shall be forfeited/en-cashed by AAI.*
- (b) Successful Bidder firm shall not change/alter the language contents of PBG depicted in Annexure-II. If any successful bidding firm PBG is found not confirming to the language then AAI may ask to resubmit the same within the stipulated period or else AAI may at its discretion foreclose or rescind or cancel the purchase/works order without giving reasons and forfeit the EMD .
- (c) The performance guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable by the bidder firm.
- (d) The performance guarantee shall be deemed to govern the following guarantees from the supplier, in addition to the other provisions of the guarantee:
 - 1. The successful and satisfactory operation of the equipment supplied in accordance with the specifications and other relevant documents.
 - 2. The equipment supplied/works/services shall be free from all defects of design, material and workmanship and upon written notice from AAI, the supplier shall provide fully remedy, free of expenses to AAI, to all such defects as developed under the normal use of the said Equipment within the period of guarantee/warranty.
 - 3. The performance guarantee is intended to secure the performance of the entire equipment supplied/works/services. However, it is not to be construed as limiting the damages stipulated in any other clause.
- (e) The performance guarantee will be returned to the supplier at the end of the period of liability without interest.

9. Force Majeure:

Force majeure shall be governed by General Terms & Conditions as mentioned in tender document.

10. Arbitration and Laws:

- (a) 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 there 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, shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996. 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.

- (b) This contract shall be governed by Indian Laws.

11. Guarantee/Warranty:

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Supplier shall provide a Guarantee/warranty for the period of 12 month from the date of successful SITC pertains to the supplied equipment/system's design, material, workmanship or operating characteristic of any items or part of the equipment on its own expense and no cost to AAI. Warranty/Guarantee of supplied equipment /system's /works/services shall be governed by General Terms & Conditions as mentioned tender document.

12. Site Acceptance Test (SAT) & Commissioning :

Site Acceptance Test (SAT) & Commissioning shall be carried out and recorded by the supplier along with AAI-CNS Executives after successful completion of SITC as per provision given in. General Terms & Conditions of Tender Documents.

13. Change of Quantity:

AAI reserves the right to decrease and/or increase the item quantity to be supplied to the extent to 0% to - 25% and/or 0 % to +25% for any supply item in contract/tender. AAI reserves the right to place repeat order within one year of procurement, with the same terms & conditions as for the first order, and the quantity of repeat order shall not exceed +/- 50% of quantity supplied in the original order.

You are requested to acknowledge the receipt and acceptance of this purchase order through reply mail by signing on each page of attached copy of purchase order.

Yours truly,

A P Gupta

Joint General Manager (CNS)

For Airport Director

Airports Authority of India

CCSI Airport, Lucknow

(A. P. GUPTA)
(सी.एन.एस.)
संयुक्त निदेशक (C.N.S.)
भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India
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