



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

संदर्भ/संख्या/भाविप्रा/कांचीपुरम
Ref No. AAI/KP/UPS/191/2020

Date: 15.09.2020

To

M/s. Nikom Infra Solutions Private Limited,
309, Skylark Building 60,
Nehru Place, New Delhi-110019.

**Sub: Work order for SITC (Supply, Installation, Testing and Commissioning) of
10 KVA Modular UPS for AAI Kancheepuram and its CAMC for Three years.**

Reference:

1. Tender no: AAI/SR/KP/DVOR/2020-21/01 and e-Tender no: 2020_AAI_51963_1 dated 01.07.2020.
2. Your e-bid dated 18.07.2020 opened on 22.07.2020 and Financial bid opened on 07.08.2020.
3. Revised Quote after Price Negotiation Dated 25.08.2020.

Sir,

With reference to the above, your offer as mentioned above (2&3) for Supply, Installation, Testing & Commissioning of UPS as per the bill of Material & Financial details given in Annexure – I has been accepted by the competent authority for and on behalf of the Airports Authority of India.

Terms and Conditions:

1. The work shall be carried out at a Total Cost of **Rs. 6,62,000.00 (Rupees Six Lakhs Sixty Two Thousand only) Exclusive of GST** as per the Specifications and details mentioned in the Tender document and the Make & Model of the Products in your e-Bid. **The above price is inclusive of Transportation and Installation charges.**
2. The Invoice/Bills should be addressed in the name of The Officer-In-Charge, DVOR/DME Station, Airports Authority of India, Kancheepuram.

Ch. Ratan Kumar 15/09/2020
प्रभारी अधिकारी - Officer-in-charge
डि वी ओ आर / डी एम ई स्टेशन-DVOR / DME Station
भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India
Kuruvimalai Kalakattur (PO)
कांचीपुरम / Kanchipuram - 631 502.

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3. Payment shall be made in the following manner:
- I. 100% of purchase order price for Supply of UPS will be released to the vendor after completion of Supply, Installation, Testing and Commissioning at AAI, Kancheepuram Station including documentation on submission of Performance Bank Guarantee and submission of the following documents in original.
 - a. Invoice in triplicate
 - b. Itemized Packing List with cost of each item in 2 copies
 - c. Certificate of Goods received at site in physically good condition by the Officer-In-Charge, AAI, Kancheepuram.
 - d. Certificate of Satisfactory Completion of Installation and Commissioning issued by the Officer-In-Charge, AAI, Kancheepuram.
 - II. Payment for the CAMC portion of the Supply order will be made in each quarter of the CAMC period that is after completion of 24 months of Warranty period, upon satisfactory maintenance, for each quarter. The agreement and Performance Bank Guarantee towards the CAMC contract shall be executed before the expiry of the Warranty period, separately in the format given in the Tender document.
4. **Security Deposit: 10%** of the amount will be held as **SD** and will be refunded three months after the successful completion of the Warranty period. Or otherwise, a **Bank Guarantee**, as given in Annexure-II, in favor of AAI for an amount of **(Ten) 10% value of the contract (including GST)** from a Nationalized Bank, with a validity of **27 months** starting from the date of Commissioning of the Project should be furnished.
5. The payment will be made through ECS/NEFT/RTGS for which the supplier shall submit the Bank Account details, as given in the Annexure-IIIC of the Tender document along with Invoice.
6. Supply, Installation, Testing and Commissioning shall be **completed within 60 days** from the seventh day of issue of this Supply order.
7. **Liquidated Damages (L.D.):** If the Supplier fails to complete the work within time fixed under the contract and the completion of the contract is delayed, 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.

Ch. Pavan Kumar 15/09/2020
प्रभारी अधिकारी - Officer-in-charge
डि वी ओ आर / डी एम ई स्टेशन-DVOR / DME Station
भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India
Kuvuvimalai Kalakattur (PO)
कंचिपुरम / Kanchipuram - 631 502

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8. It is requested that the acceptance of this Supply order may forwarded to this office within Ten working days for confirmation and also to execute an Agreement on Rs.100/- Non-Judicial Stamp paper within 30 days of placement of this Supply Order. Format is attached in Annexure-III below.
9. The work shall be carried out as per the Tender conditions.
10. All other Terms and Conditions are as per the Tender no: AAI/SR/KP/DVOR/2020-21/01 and e-Tender no: 2020_AAI_51963_1 dated 01.07.2020 and corrigendum dated 15.07.2020.
11. A duplicate copy of this award letter is enclosed, which may be returned duly signed in each page, to this office as a token of your acceptance within 10 days of issue of the order.
12. **Consignee Address:** The items as per the Tender should be delivered to below mentioned address.

DVOR/DME Station,
Airports Authority of India,
Kuruvimalai (Village),
Kalakattur (Post),
Kancheepuram, Tamil Nadu – 631502.

Yours Sincerely

J. Pavan Kumar 15/09/2020
PAVAN KUMAR CHINTHAPALLI
AM (CNS)
OFFICER-IN-CHARGE
AAI, KANCHEEPURAM

प्रभारी अधिकारी - Officer-in-charge
डि वी ओ आर / डी एम ई स्टेशन-DVOR / DME Station
भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India
Kuruvimalai Kalakattur (PO)
कंचिपूरम / Kanchipuram - 631 502.

Annexure - I

SI No	Item Description	Quantity (A)	UNIT RATE (B) Rs.	Total Amount (A x B) Rs.
1	Supply of 10 KW (Minimum Wattage Required) Modular UPS Cabinet attached with Qty. 3 X 3.4 KW (Minimum 3 Modules, each of Capacity Minimum 3.4 KW) UPS Module with 2 set of SMF Battery each set consist of 12V, 26/28 AH, Qty. 20 Nos (Total 40 Batteries), Exide/Quanta, along with Modular Battery Cabinet with drawers for housing Qty. 40 Batteries. System Configurable to 3 Phase input with 1 Phase out put, configurable to 3:1, 1:1, 1:3, along with all connectors and Cables. Back up Minimum 30 Minutes.	1	6,02,000.00	6,02,000.00
2	CAMC Charges for Third Year	1	20,000.00	20,000.00
3	CAMC Charges for Fourth Year	1	20,000.00	20,000.00
4	CAMC Charges for Fifth year	1	20,000.00	20,000.00
Total amount Excluding GST				6,62,000.00
Rupees Six Lakhs Sixty Two Thousand only (Excluding GST)				

Ch. Pavan Kumar 15/09/2020

प्रभारी अधिकारी - Officer-in-charge

डि वी ओ आर / डी एम ई स्टेशन-DVOR / DME Station

भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India

Kuruvimalai Kalakattur (PO)

कान्चीपुरम / Kanchipuram - 631 502.



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ANNEXURE - II

FORM OF BANK GUARANTEE IN LIEU OF PERFORMANCE SECURITY DEPOSIT IN INDIVIDUAL CONTRACT

(On Non-Judicial Stamp Paper)

To,

The Officer-In-Charge,
Airports Authority India,
DVOR/DME Station,
Kancheepuram.

1. In consideration of the Airports Authority India having its head office at New Delhi (hereinafter Called the "AAI" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No. _____ dated _____ made between _____ and AAI in connection with the work of _____ (hereinafter called the said contract), to accept Deed of Guarantee as herein provided' for Rs. _____ (Rupees _____ only) from a Nationalized Bank in lieu of the Security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor's bills, for the due fulfillment by the said Contractor of the term and conditions contained in the said Contract. We, the _____ bank (hereinafter referred to as "the said Bank" and having our registered office at do hereby undertake and agree to indemnify and keep indemnified AAI from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by AAI on demand and without demur to the extent aforesaid.
2. We, the said Bank, further agree that AAI shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI on account thereof and the decision of AAI that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI from time to time shall be final and binding on us.
3. We, the said 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 Contracts and till all the dues of AAI under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly Discharges this guarantee subject, however that AAI shall have no claim under this Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e., (date) _____ or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.



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4. AAI shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or securities available to AAI and the said Bank shall not be released from its liability under these presents by any exercise by AAI of any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of AAI or any indulgence by AAI to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for AAI to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which AAI may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or un realized.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of AAI in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
7. Address of Regional / controlling branch of the issuing branch of bank Guarantee is _____.

In presence of: Dated this _____ Day of _____.

WITNESS

1. For and on behalf of (The Bank)
Signature _____
Name & Designation _____
Authorization No _____
2. Name & Place _____
Bank's Seal _____

The above Guarantee is accepted by Airports Authority of India.

For and on behalf of Airports Authority of India.

Signature _____
Name _____
Designation _____
Dated _____

Annexure -III

AGREEMENT FORM

Agreement No. AAI/KP/DVOR/2020-21/A-01

This agreement made on this date _____

between The Airports Authority of India, a statutory corporation incorporated under the Airports Authority of India Act 1994 having its head office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi – 110 003 through its Officer-In-Charge, Airports Authority of India, DVOR/DME Station, Kancheepuram – 631502. (herein after referred to as "owner" or AAI which expression shall include its administrator, successors, executors and assigns of the one part and M/s. Nikom Infra Solutions Private Limited, 309, Skylark Building 60, Nehru Place, New Delhi-110019 (herein after referred to as the "Contractor" which expression shall include its administrator, successors, executors and permitted assigns) of the other part. Whereas AAI is desirous of getting the work of "SITC (Supply, Installation, Testing and Commissioning) of 10 KVA Modular UPS for Airports Authority of India Kancheepuram and its CAMC for Three years" (herein after called work) done by means of a contract and had invited tender for this work as per tender document sold for this purpose. And whereas the contractor had participated in the above referred bidding vide his proposal and other subsequent referred letters, AAI accepted his aforesaid proposal and awarded the work to the contractor on the terms and conditions in its acceptance letter No. AAI/KP/UPS/191/2020 Dated 15th September 2020 and document referred to therein which have been accepted by M/s. Nikom Infra Solutions Private Limited resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER

Article 1.0 Award of Contract:

The owner has awarded the contract to the contractor for the work of "SITC (Supply, Installation, Testing and Commissioning) of 10 KVA Modular UPS for Airports Authority of India Kancheepuram and its CAMC for Three years" in its award letter AAI/KP/UPS/191/2020 Dated 15th September 2020 and documents referred to therein. The award has taken effect the date of signing of the agreement. The terms and expression used in this agreement shall have the same meaning as are assigned to them in the contract documents referred to in the succeeding articles.

Article 2.0 Contract Documents:

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

1. AAI Tender No. AAI/SR/KP/DVOR/2020-21/01 (e-Tender No. 2020_AAI_51963_1) published on 01.07.2020.
2. Technical Bid of M/s. Nikom Infra Solutions Private Limited opened on 22.07.2020.
3. Financial Bid of M/s. Nikom Infra Solutions Private Limited opened on 07.08.2020.
4. Revised Quote after Price Negotiation Dated 25.08.2020 submitted by Email.
5. AAI Letter for awarding the work, AAI/KP/UPS/191/2020 Dated 15th September 2020.
6. Tender Document, Corrigendum and all related Documents.



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All the aforesaid contract documents shall form an integral part of this agreement in so far as the same or any part thereof conform to the tender document and what has been specifically agreed to by the owner on its letter of acceptance. Any matter inconsistent therewith, contrary or repugnant thereto or any deviation taken by the contractor in its proposal not agreed to by owner in its letter of acceptance or any other letter which forms a part of contract documents mentioned sake of brevity this agreement along with its aforesaid contract documents shall be referred to as the agreement.

Article 3.0 Conditions and Covenant:

- 3.1 The scope of contract, consideration, terms of payment, prices adjustment taxes, where ever applicable, insurance, liquidated damages, period of completion, defects liability period and all other terms and conditions are contained in aforesaid tender documents. The contract shall be dully performed by the contractor strictly and faithfully in accordance with the terms of agreements.
- 3.2 This agreement constitutes full and complete understanding between the parties. It shall supersede all prior correspondence to the extend, the inconsistency or repugnance to the terms and conditions contain in the tender agreement. Any modification of the agreement shall be done only by written instrument sign by the authorized representative of both the parties.

Article 4.0 Notice of Default:

Notice of default given by either party to the other under the agreement shall be written and shall be deemed to have seen duly and properly served upon the parties here to if delivered against acknowledgement due addressed to the signatories at the address mentioned hereby in above.

This Contract Agreement is allotted the number - AAI/KP/DVOR/2020-21/A-01

In witness where of: The parties through their duly authorized representative have executed these presence (execution of where of has been approved by the competent authorities) on the day, month and year first above-mentioned at Contractor's Signature, Owner Signature

WITNESS:

1.

Owner's Signature:

Printed Name:

2.

Designation:

Company's Stamp

1.

Contractor's Signature

Printed Name:

2.

Designation:

Company's Stamp

Signature Not Verified

Digitally signed by PATTURAJA T
Date: 2020.09.17 16:20:16 IST Page 8 of 8

Location: eProcurement System for
Central PSUs