



Ref. No. AAI/WR/MUM/CNS-Stores/PO-28/2020-21/331

Date : 17/03/2021

To,

M/s. Smartnet Infotech & Services Pvt. Ltd.

708, Sky Line Wealth Space,

Premier Road,

Vidyavihar Station (W),

Mumbai – 400 086

Subject:- Purchase order for “ Supply and Testing of Additional Hardware for C-ATFM System at CNS, Mumbai.”

References:-

- i) Tender Ref. No : AAI/CNS/MUM/06/2020-21
- ii) Tender ID : 2020_AAI_61402_1
- iii) Your Bid No. : 216140
- iv) LOI issued by AAI : AAI/WR/MUM/CNS-Stores/LOI/2020-21/330 dt.12/03/2021
- v) Acceptance of LOI by the contractor vide email dated 15/03/2021
- vi) Any other correspondence in connection with the Tender.

Sir/ Madam,

- 1 Reference is made to the above mentioned correspondences and your offer (Technical, Commercial proposal & various subsequent clarifications) submitted against above referred tender.
- 2 In this regard, Airports Authority of India herein referred to as purchaser, is pleased to place a purchase order for “Supply and Testing of Additional Hardware for C-ATFM System at CNS, Mumbai ” as per details in Annexure -I to **M/s. Smartnet Infotech & Services Pvt. Ltd.** hereinafter referred as contractor.
- 3 **PRICE :**
The items in the **Annexure- I** shall be supplied and work executed by **M/s. Smartnet Infotech & Services Pvt. Ltd.** at a total cost of **Rs.4,29,000/-** (Rupees Four Lakhs Twenty Nine Thousand Only) inclusive of all taxes, freight, Insurance, packaging, forwarding & all other associated costs etc. **excluding GST.**)
- 4 **TIME SCHEDULE :**
As per Annexure-II to this letter of award.
- 5 **PAYMENT TERMS :**
As per Annexure-II to this letter of award.
- 6 **PAYING AUTHORITY :**
Regional Executive Director, Airports Authority of India, Mumbai shall be the paying authority for deliverables under this Purchase Order.
Bill may please be raised in the name of "General Manager (CNS)-Mumbai, Airports Authority of India. Mumbai - 400099.

7. CONSIGNEE :

7.1 The items mentioned as per Annexure-I is to be delivered at the following addresses.

7.2 Dy. GENERAL MANAGER (ATSEP) - CNS Stores,
O/O GENERAL MANAGER (CNS),
AIRPORTS AUTHORITY OF INDIA,
ATS COMPLEX, SUTAR PAKHADI ROAD, NEAR SAHAR CARGO COMPLEX,
ANDHERI (EAST), MUMBAI - 400 099
Contact No. 022 - 2681 9437

8. FREIGHT AND INSURANCE:

Contractor is responsible for delivering the items up to consignee Location. He shall make his own arrangement for obtaining Road permits/entry passes for transporting the system to consignee Location, however, AAI will provide the requisite documents for obtaining road permits i.e. copy of purchase order, authorization letter etc., nothing extra shall be paid by AAI.

9. PERFORMANCE BANK GUARANTEE, LIQUIDATED DAMAGES and Guarantee / Warrantee : As per Annexure - II to this letter of award.

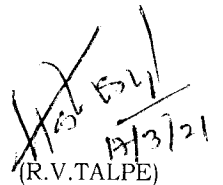
10. This letter of awarding of the work shall form a part of the contract and all terms and conditions mentioned in the tender document and subsequent modifications (if any) circulated through corrigenda to the tender shall be a binding on both the parties, i.e. AAI and M/s. Smartnet Infotech & Services Pvt. Ltd.

11. A copy of this award letter is to be returned duly signed in each page, to this office as a token of your acceptance.

12. SIGNING OF THE AGREEMENT:

M/s. Smartnet Infotech & Services Pvt. Ltd. is required to enter into an agreement within 30 days from the date of issue of this work order on a Non-Judicial stamp paper of Rs.100/-. Cost of non-judicial stamp paper will be borne by the contractor.

13. Please acknowledge the receipt of this purchase order.


(R.V. TALPE)
Dy. General Manager (ATSEP)
for General Manager (CNS)-Mumbai
Airports Authority of India, Mumbai-99

Encl :

Annexure - I : Bill of Material & cost of the purchase order.

Annexure - II : Terms & Conditions.

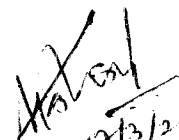
Annexure - III : Proforma Performance Bank Guarantee.

Annexure - IV : Proforma Agreement.

Bill of Material & Cost of the Purchase Order

Name of Work:- Supply and Testing of Additional Hardware for C-ATFM System at CNS, Mumbai.

SrNo.	Description	Qty.	Unit	Basic Unit Rate Rs.	Amount Rs.
1	Supply and Testing of Additional Hardware for C-ATFM System at CNS, Mumbai				
1.01	Firewall : Sonic Wall/ TZ400 NGFW	1	Nos.	109000.00	109000.00
1.02	Workstation : DELL /OptiPlex 3070 Tower	1	Nos.	40000.00	40000.00
1.03	Display / Monitor (32") : Dell/ U3219Q	4	Nos.	70000.00	280000.00
	Grand Total (Exclusive of GST)				429000.00
(Rupees Four Lakhs Twenty Nine Thousand Only) plus applicable GST.					


12/3/21
(R.V.TALPE)

Dy. General Manager (ATSEP)
for General Manager (CNS)-Mumbai
Airports Authority of India, Mumbai-99

ANNEXURE -II

Ref: AAI/WR/MUM/CNS-STORES/PO-28/2020-21/331

Date 17/03/2021

The time schedule, Payment terms, Performance Bank Guarantee, Liquidated damages and Guarantee / Warranty for the award no. AAI/WR/MUM/CNS-STORES/PO-28/2020-21/331 dated 17/03/2021 shall be as detailed below.

Tender Clause	Details
Section-III	
4	Performance Bank Guarantee (PBG) :
4.1	The successful bidder shall furnish the Contract Performance Bank Guarantee as specified in the tender within 30 days of acceptance of purchase/work order. The value of Performance Bank Guarantee shall be @ 3% of the total project cost for performance guarantee/warranty period from the issue of purchase order. This has to be done in a fixed period of time as per terms and conditions of the tender to avoid any delay in execution of work. In case of delay in execution of work the bidder shall be required to proportionately extend the PBG. In case successful 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 or First running Bill. In case successful bidder fails to submit performance bank guarantee within 60 days from the date of issue of work order, AAI reserves the right to forfeit EMD and cancel the order. PBG @ 3% (As per Circular No : F 9/4/2020-PPD dated 12/11/2020 from Ministry of Finance, Dept. of Expenditure, Procurement Policy Division.)
4.2	Performance Bank Guarantees to be furnished by successful bidder within 30 days after notification of the award and it should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
4.3	The performance Bank Guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.
4.4	The performance bank guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee :
4.4.1	The items supplied under the contract shall be free from all defects/ bugs and upon written notice from AAI, the successful bidder shall fully replace the defective items, free of any expenses to AAI.
4.4.2	The performance bank guarantee is intended to secure the performance of the entire system/items. However, it is not to be construed as limiting the damages stipulated in any other clause.
4.5	The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.
4.6	The successful bidder will be fully responsible for the guaranteed performance and also genuineness of the supplied items. In case of any problem arises, the successful bidder will depute required resources to AAI's site within two weeks to remove all defects at contractor's cost.
4.7	The acceptance of valid reasons for non-compliance to clause 4.6 above shall attracts a fine at the whole discretion of AAI (subject to maximum 10% of the contract value) and AAI's decision with regard to imposition of the fine shall be final. The fine shall be recovered from the Performance Bank Guarantee.
4.8	PBG shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 90(ninety) days of completion of all such obligations including the warranty under the contract.

5	SECURITY DEPOSIT :
5.1	3% (As per Circular No : F 9/4/2020-PPD dated 12/11/2020 from Ministry of Finance, Dept. of Expenditure, Procurement Policy Division) of total amount will be deducted from the bill as Security deposit in the event of failure in submitting performance bank guarantee within stipulated time. However, same will be released after submission of performance bank guarantee.
8	LIQUIDATED DAMAGES:
8.1	A sum equivalent to 0.5(half) per cent per week for the price of uncompleted portion/ activity/delivery of contract cost executed/ completed beyond delivery schedule is recovered as liquidated damages. The total damages shall not exceed 10 (Ten) per cent of the value of delayed goods. The liquidated damages shall be calculated on the base cost without the Govt taxes and duties. If the uncompleted work, restricts the operation of complete system then L.D shall be applicable to total value of contract with approval of Competent Authority.
8.2	Delay in any stage of work shall invite L.D. according to value of the activity as defined above. AAI, if satisfied, that the works can be completed by the contractor 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. Application for Extension of time may be made as per the format. In the event of extension granted with levy of L.D., AAI will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor an agreed compensation amount calculated @ 0.5 (half) per cent of the total value of the uncompleted portion of work per week or part thereof subject to a maximum of 10% of total contract value excluding Govt. taxes and duties.
22	Payment Terms :
22.1	Payment will be released on submission of the following documents in ORIGINAL:
22.1.1	Invoice + 2 copies
22.1.2	Itemized Packing list + 2 copies.
22.1.3	Certificate from AAI's user department regarding the satisfactory completion of Supply & Testing of equipments.
23	Guarantee / Warranty :
23.1	All goods or material shall be supplied strictly in accordance with the specifications. No deviation from such specifications of these conditions shall be made without AAI's agreement in writing must be obtained before any work against the order is commenced. 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.
23.2	If any trouble or defect originating from the design, materials, workmanship or operating characteristic of any materials arise during warranty period 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 replacement 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).
23.3	In the event that the materials supplied do not meet the specifications and/ or are not in accordance with the drawings and datasheets and rectification as required at the 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.
23.4	Successful bidder shall repair the unserviceable items failed during the warranty period within turnaround time of 10 days (for Indian suppliers). Turnaround period is defined as the time period between the unserviceable item received by the supplier in factory and time when serviceable item is dispatched from the factory. Any delay in repairing the unserviceable card shall attract Liquidated Damage (LD) which shall be deducted either from the performance Bank Guarantee or from Security Deposit.

23.5	AAI reserves the right to en-cash complete value of performance Bank guarantee or forfeit security deposit, if the performance of supplied items is not satisfactorily without assigning any reason.
Section-IV	
3	Supply & Time Schedule :
3.1	The supply/work as per the Notice Inviting Tender shall be completed within 12 Weeks from the date of issue of purchase order by the contractor OR from the date of site readiness whichever is later.
3.2	The Items shall be supplied on door delivery basis to sites as per address mentioned in Annexure-VII of E-Tender..
6	Warranty / Guarantee : shall be provided on the supplied items/equipment as follows :
	a) Sonic WALL NGFW with 3 years on Site OEM Warranty and 3 years AGSS Support.
	b) Workstation OptiPlex 3070 Tower (Dell) : 1 Year Minimum warranty.
	c) Display/ Monitor (32") Dell u3219q (Dell) : 1 Year Minimum warranty.
	Whereas, additional warranty period as specified by OEM shall be extended to AAI.

(Handwritten Signature)
17/3/21

(R.V.TALPE)

Dy. General Manager (ATSEP)
for General Manager (CNS)-Mumbai
Airports Authority of India, Mumbai-99