



Ref No. AAI/GY/CNS/UPS/2021/ 849-52

Date: 26.03.2021

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To,

M/s- Power-One MicroSystems(P) LTD.
GF-3, KSSIDC Building, 5th Cross, 1st Stage,
Peenya Industrial Estate,
Bangalore-560058

1. **Subject: Work Order for Supply, Installation, Testing & Commissioning of 16 KVA modular N+1 and 10 KVA online ups with 05 years warranty at Gaya airport, Gaya**

References:

Tender Ref. No.	AAI-13011/13/2019-APD-ER-GAYA
E-Tender ID	2020 AAI 64216 1
Justification Letter no.	POM/SVM/AAI-GAYA/UPS/2020-21/Q-186 dated 09/03/2021

Dear Sir,

Reference may please be made to the aforementioned details. In this regard Airport Authority of India, Gaya Airport hereinafter referred to as purchaser, is pleased to place Work Order for the "Supply, installation, testing and commissioning of 16 KVA modular N+1 and 10 KVA online ups with 05 years warranty at Gaya airport, Gaya" as per details in Annexure-I on M/s Power-One Microsystems(P). LTD., hereinafter referred to as Supplier. The details of Work Order and the related Terms & Conditions are as appended below:

- Price:** -The items are Annexure-I shall be supplied and work shall be executed by the supplier at the total cost of ₹11,51,680/- (Rupees Eleven Lakhs fifty-one thousand Six hundred and Eighty Only). The prices are including GST and all other charges or Statutory Costs like Delivery Charges, Cess, Freight, insurance, packing etc.
- Place of Delivery/ Work Site and Consignee:** The place of Delivery of Materials and corresponding Consignee shall be follows: -

S. No.	Location	Consignee Name	Consignee Address
1.	Gaya	CNS In-charge	O/o Airport Director, Gaya Airport, Sherghati Road, Gaya, Bihar-823004

- Time Schedule:** The work needs to completed within 60 days after Placement of this Work Order.
- You are requested to depute your authorized representative along with a non-judicial stamp paper of Rs.1000/-for signing the formal agreement within 15 days of issue of this order
- Paying Authority:** Airport Director, Gaya Airport, Gaya -823004 shall act as Paying Authority.
- Warranty / Guarantee & CAMC:**
Warranty of minimum 05 years from the date of SAT should be provided on the items supplied. Supplier should supply warranty certificates/cards along with the supply of items. If any



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item supplied (including batteries) is found to be defective it should be replaced immediately by the Contractor. The replacements by the Contractor shall be made free of all charges at sit, AAI, Gaya.

- 6.1 The vendor shall guarantee that the items, articles sold/supplied to AAI shall be brand new & no refurbished items shall be supplied. The installation/laying/services offers shall be as per the industry standard & as per the terms & conditions of the Notice Inviting Tender.
- 6.2 SITC (Supply Installation, Testing & Commissioning) of all UPSs shall be guaranteed against all defect/ bugs and for satisfactory performance, as per the all the listed features, for a period of 05 years from the date of completion/ installation of the work.
- 6.3 The bidder shall attend at his own expense and get the defect/ bugs removed in the systems as detected by AAI during the period of Guarantee/warranty.
- 6.4 In case any breakdown, the following SLA has to be maintained by the Contractor-

The preventive maintenance, corrective/breakdown maintenance, spares, consumables and software (if applicable) for 100% serviceability of UPS along with all the accessories as mentioned shall be provided by the contractor during warranty period within the awarded cost at installation site. No extra charges, shall be paid by AAI with regard to maintenance, as mentioned above, of the System and its accessories.

- 6.4.1 The Breakdown Complain has to be attended by the contractor within 48 hours after the complaint raised by AAI.
- 6.4.2 The Breakdown Complain, if it involves replacement of Material only, has to be resolved by the contractor within 72 hours.
- 6.4.3 The Breakdown Complain, if it involves any other major service work (such as replacement of Cables laid), has to be resolved by the contractor within a mutually agreed Time Period between AAI, Site- in-Charge and the Contractor.
- 6.5 Breakdown complaint shall be considered resolved only when the system meets the Acceptance Criteria.
- 6.6 A fine of an agreed amount as per clause "Compensation of delays" shall be applicable for any violation of the SLA as mentioned above.

6. Compensation of Delays:

- 6.1 The amount of compensation for delay and waiver of compensation for delay in case of justified reasons shall be decided at the discretion of accepting authority and the same shall be final and binding on contractor. Time taken by the AAI and local statutory authorities for readiness of site, force majeure reasons and any other reasons beyond control of the contractor shall be considered as justified reasons. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with AAI.
- 6.2 The vendor as per operation, installation, maintenance manuals and performance guarantee test supplied by the successful bidder, will do the loading, installation and commissioning of systems. The successful bidder will fully responsible for the guaranteed performance of the supplied system and

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warranty obligations. In case any problem after commissioning and during guarantee period, the successful bidder act as per clause "Warranty/ Guarantee".

6.3 A fine of an agreed amount calculated @ 0.5% per week or part thereof the uncompleted portion /activity/ delivery of contract /WO cost executed / completed beyond delivery schedule subject to maximum value equal to 10% of the value of delayed Goods/Work shall be recovered. The LD shall be calculated on base cost without Govt. Taxes & Duties.

6.4 A fine of Rs.1000/-per day per UPS may be recovered from the performance BG for the period of unserviceability of beyond the period mentioned in case of delay in rectification of the problem as per the "Guarantee/Warranty" clause of section -IV of NIT if in delay is caused by any reason other than the justified reasons mentioned above.

7. Terms of Payments:

7.1 No mobilization advance shall be paid for any activity.

7.2 100% of purchase order price will be paid only after successful completion Installation, Testing, Commissioning and Training, and fulfilment of tender terms and conditions following supply of equipment & accessories at site in good condition and on submission of documents as below in original

7.3 Document required for release of payment

7.3.1 Invoices + 2 Copies

7.3.2 Delivery Challan +2 Copies

7.3.3 Site acceptance certificate of goods receipt at site in physically good packed condition.

7.3.4 Installation & commissioning certificate (as applicable) for final payment. This clause will not be applicable for supply only contracts.

7.3.5 Documents received certificate, if applicable

7.4 Payment shall be released after deducting any compensation for delay which might have rendered themselves liable as per provision of contract and applicable income tax and applicable deductions as per laws & terms & conditions of NIT & subsequent corrigenda.

8. Project Manager:

8.1 CNS In-charge Gaya Airport, shall act as the project In-charge to this contract for Airport authority of India.

8.2 Site project manager- AGM CNS the official designated by the airport directors/stations in charges of the respective stations shall act the Site Project Managers.



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9. Performance Bank Guarantee:

- 9.1** M/s Power One Microsystems(P) LTD. Shall submit an unqualified contract performance guarantee (in lieu of contract performance security) of the value equivalent to 10% (Ten percent) of the value of work order to AAI in the form of an irrevocable and unconditional bank guarantee on nationalized/scheduled bank as per annexure -X. The guarantee shall be submitted within 30 calendar days of issue of this work order, and it should remain valid for a period of 90 days beyond the date of completion of all contractual obligations, including warrantee obligations.
- 9.2** In case M/s Power One Microsystems(P) LTD. fails to submit the PBG within stipulated period, interest at 12% p.a on performance guarantee amount would be levied (non-refundable) for delayed period of submission & shall be deducted from the bill payable to M/s Power One Microsystem(P) LTD. However, the extended period for PBG submission should be approved by the accepting authority in AAI. Also, the stipulated performance bank guarantee value (10% of the work order) shall be withheld from bills payable until the Performance Bank Guarantee is submitted.
- 9.3** In case M/s Power One Microsystems(P) LTD. fails to submit Performance Guarantee within 60 days of the issue of the work order/purchase order against this framework contract, AAI reserve the right to cancel the order.
- 9.4** The Performance Guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.
- 9.5** The Performance Guarantee shall be deemed to govern the following guarantees from the M/s Power One Microsystems(P) LTD, in addition to other provisions of the guarantee:
- 9.5.1** Defect liability period is to cover defects which remain pending after the completion of the warranty /Support period. It includes, unserviceability occurring immediately prior to the end of the warranty period unserviceability which unserviceable part or subsystems which become unserviceable prior to completion of warranty/ Support period etc.
- 9.5.2** At the time of completion of the warrantee/ Support period, M/s Power One Microsystems(P) LTD. shall handover all the system/subsystems in working conditions to AAI. Any unserviceability system/subsystems shall be covered under defect liability.
- 9.5.3** The hardware /services under the contract shall be free from all defects/bugs and upon written notice from AAI, M/s Power One Microsystems(P) LTD. shall fully reedy, free of expenses to AAI, all such defect/bugs as developed under the normal use of the said hardware within the period of guarantee/warranty.
- 9.5.4** The performance guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damage stipulated in any other clause.

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- 9.6 The performance guarantee will be returned to M/s Power One Microsystems(P) LTD. at the end of the period of liability without interest.
- 9.7 The validity period of PBG shall be extended by M/s Power One Microsystems(P) LTD. As and when provisional extension is granted.
- 9.8 For this work order, the BG should be issued in Name of "Airports Authority of India" Gaya, Airport.
10. Other terms & conditions shall be as per the terms & conditions of the NIT,
11. A duplicate copy of this award letter is enclosed herewith, which may be returned duly signed in each page, to this office as a token of your acceptance.
12. Please acknowledge the receipt of this letter.

प्रवा 30/03/2021

In-Charge (CNS)
Airports authority of India,
Gaya Airport Gaya

Copy to:

1. The GM, CNS-ER NSCBI Airport for information please.
2. Airport Director, for Information Please.
3. ✓ In-Charge (F&A) Gaya Airport Gaya,



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Annexure –I -Schedule of Quantity

A) Supply Items

Sr. No	Rating of UPS	Qty
1.	16 KVA N+1 modular Online UPS with 5-year warranty	01 (One)
2	Battery Supplied for 16 KVA Modular N+1 Online UPS	
3.	10 KVA Online UPS with 5-year warranty	02 (Two)
4.	Battery Supplied for 10 KVA Online UPS	

B) Complete Installation, Testing & Commissioning of system

SL.NO	Specifications	QTY.
1.	Installation Testing and Commissioning of one 16 KVA N+1 modular Online UPS with 5-year warranty, at Gaya Airport, Gaya	01 (One)
2.	Installation Testing and Commissioning of two 10 KVA Online UPS with 5-year warranty, at Gaya Airport, Gaya	02 (Two)

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Annexure – II

Proforma for Performance Bank Guarantee

Ref:

Bank Guarantee No. :

Date :

To,

The Airport Director
Airports Authority of India,
Gaya Airport, Gaya-823004

Subject: Performance Bank Guarantee

Dear Sir,

In consideration of the Airports Authority of India (hereinafter referred to as the Owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ----- (hereinafter referred to as the "Contractor", which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators and assigns), a contract. Bearing No. -----dated ----- valued at ----- for ----- and the contractor having (scope of contract) agreed to provide a contract performance of the entire Contract equivalent to ----- (10 per cent) of the said value of the contract to the owner. We at ----- (hereinafter referred to as the 'BANK', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the owner, on demand any and all money payable by the contractor to the extent of ----- as aforesaid at any time up to ----- (day/month/year) without any demur, reservation, contest, resource or protest and/or without any reference to the contractor. Any such demand made by the owner the bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The owner shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, to postpone from time to time the exercise of any powers vested in then or of any right which they might have against the Contractor, And to exercise the same at any in manner , and either to enforce or to forebear to enforce any covenants, contained or implied, in the contract between the owner and the contractor or any other course of or remedy or security available to the owner. The bank shall not be released of its obligations under these presents by any exercise by owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank. The bank also agrees that the owner at its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance

(Signature)



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without proceeding against the Contractor and notwithstanding any security or other guarantee that the owner may have in relation to the contractor's liabilities.

Apart from other guarantee this Bank Guarantee explicitly provides for the following:

- A. The hardware/ Software where the major spares involved under the contract and services shall be free from all defects/ bugs and upon written notice from AAI, the successful bidders shall fully remedy, free of expense to AAI, all such all defects/ bugs as developed under the normal use of said hardware / Software/ within the period of guarantee/warranty/AMC.
- B. The performance guarantee is intended to secure the performances of the entire system. However, it is not to be contused as limiting the damages stipulated in any other clause.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. -----and it shall remain in force up to and including ----- and shall be extended time to time for such period (not exceeding one year), as may be desired by M/s----- on whose behalf this guarantee has been given.

WITNESS

Dated this ----day of -----2019 at -----

Signature ----- Signature-----

Name ----- (Bank's Rubber Stamp)

Official Address----- Name-----

Designation with bank stamp

Attorney as per Power of

Attorney No.-----

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: <CNS In-Charge, Gaya Airport, Gaya>

Name of Work: <Supply, installation, testing and commissioning of 16 KVA modular N+1 and 10 KVA online ups with 05 years warranty at Gaya airport, Gaya >

Contact No: <0631-2210244>

Name of the Bidder/ Bidding Firm / Company		M/s. Power One Micro Systems Pvt. Ltd.													
PRICE SCHEDULE															
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)															
NUMBER #	TEXT #	Item Description	NUMBER #	Quantity	TEXT #	Units	TEXT #	Quoted Currency in INR / Other Currency	NUMBER #	Rate in figures to be entered by the bidders in rupees per UPS inclusive of Applicable GST and any other charges in Rs.	NUMBER #	TOTAL AMOUNT inclusive of applicable GST and any other charges as per details in Column 2 and Column 3 in Rs.	NUMBER #	TOTAL AMOUNT in Words	TEXT #
1		2		3		4		5		6		7		8	
1		Sub Heading 1													
1.01		Supply of 16 KVA N+1 modular Online UPS with 5-year warranty at Gaya Airport, Gaya		1		Nos		INR		684400.00		684400.00		INR Six Lakh Eighty Four Thousand Four Hundred Only	
1.02		Installation Testing and Commissioning of one 16 KVA N+1 modular Online UPS with 5-year warranty, at Gaya Airport, Gaya		1		Job		INR		0.00		0.00		INR Zero Only	
1.03		Supply of 10 KVA Online UPS with 5-year warranty at Gaya Airport Gaya		2		Nos		INR		233640.00		467280.00		INR Four Lakh Sixty Seven Thousand Two Hundred & Eighty Only	
1.04		Installation Testing and Commissioning of two 10 KVA Online UPS with 5-year warranty, at Gaya Airport, Gaya		1		Job		INR		0.00		0.00		INR Zero Only	
Total in Figures												1151680.00		INR Eleven Lakh Fifty One Thousand Six Hundred & Eighty Only	
Quoted Rate in Words														INR Eleven Lakh Fifty One Thousand Six Hundred & Eighty Only	