



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA,
मैसूर हवाई अड्डा, मैसूर MYSORE AIRPORT, MYSURU

Ref.no:AAI/VOMY/ (CNS)/UPS/2020 /1366-68.

Date: 08.02.2020

To,

KENSYS

1st Floor, Shimpager Building,
1st Main, Shivanand Nagar ,
Dharwad - 580 001

Subject: Work order for SITC OF 06KVA MODULAR 1+1 TYPE ONLINE UPS QTY.02set(TWO SET)FOR MYSURU AIRPORT, 02 (TWO) YEARS WARRANTY & CAMC FOR 04 (FOUR) YEARS.

Ref : i. Tender No : **AAI/MYS/CNS/T-02/NEW UPS/2020**(Tender ID:2020_AAI_64714)

ii. Your Bid numbered, 226916 in response to the above tender

Dear Sir,

Reference may please make to above mentioned tender for SITC OF 06KVA MODULAR 1+1 TYPE ONLINE UPS QTY.02set(TWO SET)FOR MYSURU AIRPORT, 02 (TWO) YEARS WARRANTY & CAMC FOR 04 (FOUR) YEARS. The approval of the competent Authority is hereby conveyed for acceptance of your offer for SITC of UPS at Mysore Airport of the AAI,Southern Region .The Details of the SITC items are attached as per annexure-I.

Terms and Conditions:

1. PRICE:

1.1. SITC OF UPS:

As per the accepted bid and the approved UPS system the total for SITC OF 06KVA MODULAR 1+1 TYPE ONLINE UPS QTY.02set(TWO SET)FOR MYSURU AIRPORT, 02 (TWO) YEARS WARRANTY & CAMC FOR 04 (FOUR) YEARS is **Rs. 998320.00/-**(Rupees -Nine Lakhs Ninety Eight Thousand Three Hundred and Twenty) excluding of applicable GST. The GST shall be paid as per actual and govt. norms. The CAMC starts after two year warranty period

Mysuru Airport, Mandakally Post, Mysuru -571311, Phone : 08212596321
Website : www.aai.aero Email : cnsicvomy@aai.aero

2. PAYMENT:

2.1 FOR SITC ITEMS:

1) 40% of purchase order price for supply of Equipment and accessories, 100 % installation (including cabling etc.), commissioning and training charges, upon successful completion of the SITC work as per Tender conditions on submission of the following documents in original. All Tax liability will be as per Tender conditions.

- A. Invoice + 2copies
- B. Itemized Packing list with cost of each item + 2copies
- C. Certificate of goods received at site in physically good condition and its satisfactory testing by authorized representative of AAI.
- D. Satisfactory completion of the Supply, Installation, Testing & Commissioning Report from the authorized representative of AAI.

All payment shall be released after adjusting any compensation for delay which firm might have themselves liable as per provisions of contract and applicable income tax any applicable deductions.

2.2 FOR CAMC ITEMS:

The CAMC charges shall be Rs. 2,80,000.00(exclusive of Taxes) after SAT as mentioned in Annexure-I after warranty period. GST shall be paid extra as applicable. Payment will be released quarterly of equal installments subject to the satisfactory performance of the Systems duly certified by Section In-charge, after deducting recoveries if any. No Advance payments will be made by AAI.

During CAMC period, Battery must be replaced at site with new factory sealed sets every two years at no extra cost as per the following schedule

1st replacement – 2023

2nd replacement – 2025

3rd replacement – 2027

CAMC charges shall be paid quarterly on submission of the following original documents for each completed quarter.

- a) Invoice +2 copies
- b) Serviceability report duly signed by CNS Incharge, Mysore or his/her representative. Details of terms and conditions as per NIT.

3. PERFORMANCE BANK GUARANTEE(PBG)

- 3.1 The Contractor shall submit a Security Deposit through Bank Guarantee from a Nationalized Bank for 10% of the total work order amount which will be valid for the contract period plus three months *as per format given in the ANNEXURE II*, otherwise 10% amount will be deducted from the first bill and the same will be released on submission of Bank Guarantee or after 90 days of expiry of AMC period.

No interest will be paid on security deposit.

4. SITE ACCEPTANCE TEST (SAT)

4.1 The bidder firm shall supply, install, test and commission all hardware and software as per the requirement of the tender with the system. Bidder firm shall supply Technical documents (hard and soft copy – one set each) with each Equipment. The system shall be commissioned after successful completion of SAT approval, operational & maintenance training and all the works under the scope of the tender.

5. PAYING AUTHORITY:

The Airport Director

Airports Authority of India

Mysore Airport, Mandakkalli,

Mysore, Karnataka-571311

6. CONSIGNEE

The CNS Incharge

Airports Authority of India

Mysore Airport, Mandakkalli,

Mysore, Karnataka-571311

(contact Person:Namitha.K.V AGM(CNS) Mob.8867291034)

7. TIME SCHEDULE:

Total time allowed to complete the SITC shall be **02(Two) Months, from the date of issue of the order.**

8. LIQUIDATED DAMAGES

In case of delay in completion of contract beyond 02 months from the date of work order, liquidated damages(L/D) is liable to be deducted at the rate of 1% of the total value of the

uncompleted portion of work per week or part subject to a maximum of 10% of total contract value.

Other clauses of L/D as mentioned in tender shall be applicable.

9. TIME ESSENCE OF THE CONTRACT :

The time and date of completion of the works, as contained in the tender and as agreed to contractually, shall be final and binding upon the contractor, except in the event of Force Majeure as described in tender with other terms and conditions of the tender.

10. DELAY & NON CONFORMANCE:

10.1 In case of time schedule including approved delay with or without levy of liquidated damages, for late delivery of supplies or late completion of installation, whichever if applicable as contained under clause 9 above, not being adhered to, AAI has shall have the right to cancel the order wholly or in part thereof, without any liability of cancellation charges and shall have right to procure the goods/services elsewhere in which case the bidder firm shall pay for the loss to AAI the difference in the cost of goods procured elsewhere against price set forth in the purchase order with the bidder firm.

10.2 In the event of rejection of non- conforming goods, the bidder firm shall be allowed to correct the non-conformities without extension in supply/ delivery period. If bidder firm fails to do so within THIRTY calendar days, on notice, the purchaser shall have the right to take recourse to Para(10.1).

11. DEDUCTION FROM CONTRACT PRICE:

All costs, damage or expenses which the AAI may have paid, for which under the contract the bidder firm is liable, shall be claimed by the Airports Authority of India(AAI). All such claims shall be billed by the AAI to the bidder firm regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations to enable the bidder firm to properly identify within FIFTEEN calendar days of the raising of the corresponding bills and if not paid by the bidder firm within the period or if the bidder firm fails to satisfy AAI of such claims within the foresaid FIFTEEN Calendar days period, then AAI may deduct the amount from any money due or becoming due to the bidder firm under the contract or may be recovered by actions of Law or otherwise.

12. GUARANTEE/WARRANTY:

The warranty period shall be TWENTY FOUR calendar months (2years) from the date of successful SAT at site. Detailed terms and conditions for guarantee/warranty as per Tender Document.

13. PACKING & FORWARDING :

The bidder firm 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. Therefore proper packaging, handling and transporting precaution shall be followed by the supplier.

All other terms & conditions given in Tender No. AAI/MYS/CNS/T-02/NEW UPS/2020 shall be applicable on the work order/ contract and remain unchanged. Tender document along with documents/letters referred in references above shall form part of the agreement.

Kindly acknowledge the receipt in acceptance of this order by signing at each page on a copy of this purchase order.

Thanking you,

Yours faithfully


(Namitha.K.V) 08/02/2021

Asst. General Manager (CNS)
For and on behalf of the Chairman,
Airports Authority of India

राहायक महा प्रबंधक (सी.एस.)
Assistant General Manager (CNS)
आ.वि.प्र. / A.A.I.
मैसूर हवाई अड्डा / MYSORE AIRPORT
महूर : MYSORE-571 011

Encl: Annexure-I&II

Copy to:

Copy for information:

- 1) GM (CNS) - SR, AAI, Chennai
- 2) GM (F&A) - SR, AAI, Chennai.
- 3) APD, AAI, Mysore Airport

Annexure:I

Name of Airport: MYSORE AIRPORT

Name of the Work : SITC OF 06KVA MODULAR 1+1 TYPE ONLINE UPS QTY.02set(TWO SET)FOR MYSURU AIRPORT, 02 (TWO) YEARS WARRANTY & CAMC FOR 04 (FOUR) YEARS

P.O.NO: AAI/VOMY/ (CNS)/UPS/2021

Dated: 08.02.2020

Schedule of Item/BOQ

SNO	Items Details	Qty	Rate without GST	Amount without GST
1	1+1 modular 06 KVA UPS in Parallel redundant load sharing configuration & remote SNMP monitoring, control and with 02 years comprehensive warranty excluding of all taxes, levies, charges and duties.	02 Sets	182560.00	365120.00
2	Type 3, 1 phase, 2P, SPD with accessories and with 02 years comprehensive warranty excluding of all taxes, levies, charges and duties.	02 Nos	2400.00	4800.00
3	Battery Bank(12V SMF VRLA battery, FR grade, Exide/Amarraja make) for backup upto 30 minutes or more on full load	04 Nos	57600.00	230400.00
4	Battery internal resistance meter of make B&K Precision and model 601B	01 No	31000.00	31000.00
5	Supply of ancillaries(Battery housing open type rack, interlinks, adjustable Rail kits)	04 sets	18000.00	72000.00
6	Complete Installation, testing, validation, Commissioning and documentation (inclusive of all logistics and accessories) with 02 years comprehensive warranty	01 Lot	15000.00	15000.00
7	04 years Comprehensive AMC after warranty. (Battery must be replaced at site with new factory sealed sets every two years at no extra cost as per the following schedule) 1st replacement – 2023 2nd replacement – 2025 3rd replacement – 2027	01 Lot	280000.00	280000.00
	Capital cost			7,18,320
	CAMC charges for four years after warranty period			2,80,000
	Total Amount(Capital cost + CAMC) Excluding GST			9,98,320

Annexure- II

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

BANK GUARANTEE

To

The Assistant General Manager(CNS),

Airports Authority of India,

Mysuru Airport,

Mysuru – 571311

Bank Guarantee No. & Date

Amount of Guarantee

Guarantee valid upto

Last date for Lodgment of claim

Dear Sir,

1. We, the

Bank
hereby

refer to the Purchase Order No. _____
dated _____ between the Airports Authority of India (as Purchaser) and M/S _____

providing substance for the work _____

to which specific reference is made under the terms of the said contract, the Contractor is required to provide a Bank Guarantee in the form acceptable to the Purchaser in the amount of Rs. _____
(Rupees _____)
extending to the performance by the seller of all the terms and conditions of the contract.

2. In view of the foregoing and pursuant to the terms of the said contract, which contract is referred to and made a part thereof as fully and to the same extent as it copied at length therein, we hereby absolutely and unconditionally guarantee to the Purchaser performance of the terms and conditions of the said agreement to the extent of Rs. _____.
3. This guarantee shall be construed as an absolute, unconditional and direct guarantee of the performance of the contract without regard to validity, regularity or enforceability of any obligation of the parties of the contract. The Purchaser shall be entitled to enforce this guarantee without being obliged to report initially to any other security or any other remedy to enforce any of the obligations

herein guaranteed and may pursue any or all its remedies at one or at different times. Upon default of the contract item(s), we agree to pay to Purchaser on demand and without demur, the sum of Rs. _____ (Rupees _____) or any part thereof upon presentation of a written statement by the Purchaser that the amount of said demand represent damages due from the Seller under the terms of the aforesaid contract. The determination of the fact of breach and the amount of damages sustained and/or liability under this guarantee shall be in the sole discretion of the Purchaser, which decision shall be conclusive and binding on the bank as guarantor.

4. It is mutually agreed that the Purchaser shall have the fullest liberty without effecting in any manner our obligations hereunder with or without our consent to vary any of the term of the said agreement or to extend the time or performance by the Seller from time to time, any of the powers exercisable by the Purchaser against the Seller and either to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation of any extension being granted to the Seller or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Seller or by any such matter or thing whatsoever, which under the law relating to sureties would but for this provision has effect of so relieving our obligations.
5. We undertake to pay to the Airports Authority of India, New Delhi, money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute & unequivocal.
6. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the supplier shall have no claim against us for making such payment.
7. This guarantee will not be discharged due to the change in the constitution of the Bank of the Supplier.
8. We, the _____ Bank do hereby undertake that the payment against this guarantee should be available to Airports Authority of India on the first demand and not withstanding any contestation of dispute by the party furnishing the guarantee.
9. We, the _____ Bank undertake not to revoke this guarantee during its currency except with the previous consent of the Airports Authority of India in writing.
10. We the _____ Bank, undertake that our liability under the guarantee is restricted to Rs. _____ (Rupees _____)
11. Our guarantee will remain in force till _____.
12. This guarantee shall remain in force till _____ unless a claim under this Guarantee is made within 03 months from the date. The Bank shall be relieved and discharged from all liabilities there under and Airports Authority of India shall have no right under these presents.
13. The amount under the Bank Guarantee is payable without any demur, merely on demand from the beneficiary. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee and where the decision of the beneficiary in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
14. Notwithstanding anything herein contained, our liability under the guarantee shall:
 - a) Be limited to a sum of Rs. _____ (Rupees _____ only)
 - b) Stand completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before _____.

Branch Manager _____ For the Bank _____

Date _____ Office Seal _____

Signature Not Verified

Digitally signed by NAMI HA K V
Date: 2021.02.08 15:27:13 IST
Location: eProcurement System for Central
PSUs