



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

By RPAD

Ref No: - AAI/KIA/CNS/MM/UPS/Nav-Aids(HAL)/Capex/01/20-21/72 Date: 06.07.2021

To
M/s. Prostarm Info Systems Limited
S.N. 321, Patil Nagar, Bavdhan Budruk,
Pune - 411021
Mail Id: pravin.patil@prostarm.com
Mobile No. 9892397134

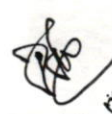
Sub: SITC of UPS for Nav-Aids with 3 years onsite warranty and 2 years CAMC for AAI, HAL Airport, Bengaluru.

Ref: - 1. Tender Ref No. AAI/KIA/CNS/MM/UPS/Nav-Aids(HAL)/Capex/01/20-21 dated 29 December 2020
2. Our letter No: AAI/KIA/CNS/MM/HALUPS/C1/2020/04 dated 09.04.202, regarding the material concerns as to the capability of the bidder to perform the contract at the offered price and your reply thereto Ref No. Prostarm/AAI/UPS/2021/01/01 dated 13.04.2021.

Dear Sir,

Airports Authority of India, Bangalore herein after referred to as Purchaser is pleased to place Supply order for **Supply, Installation, Testing and Commissioning of UPS for Nav-Aids with 3 years onsite warranty and 2 years CAMC for AAI, HAL Airport, Bengaluru, as per Annexure-A enclosed**, to M/s. Prostarm Info Systems Limited, S.N. 321, Patil Nagar, Bavdhan Budruk, Pune - 411021, herein after referred to as Supplier.

Total value of the order is Rs 7,03,550 /- (Rupees Seven Lakhs Three Thousand Five Hundred Fifty only) including GST and freight as per **Annex C enclosed. However The SITC payment of Rs 6,90,570/- (Rupees Six Lakh Ninety Thousand Five Hundred Seventy only) only will be released on completion of SITC work within the stipulated time and as per the payment terms and conditions. CAMC will start after the warranty period and accordingly applicable payment will be released.**


07/07/2021

(B. Senthilvel)
Joint General Manager (CNS)/CS
For General Manager (CNS)
AAI, KIA, Bengaluru-560300



BLANK



Terms & Conditions:

All terms and conditions as well as the item specifications mentioned in the AAI Tender No. : **AAI/KIA/CNS/ MM/UPS/ Nav-Aids(HAL)/Capex/01/20-21 dated 29 December 2020**, shall remain valid for this SITC Order.

The UPS, as per **Annexure-A** enclosed is accepted on satisfactory report duly certified by CNS in charge of HAL-Airport, Bengaluru or his representative.

As per Rule 48 of CGST Rules, if E-Invoice is not issued from 01 October 2020, by the vendors/suppliers with annual turnover exceeding 500 Crores, it will not be a valid invoice for the availing Input Tax credit and thereby ITC becoming in-eligible. (Submit **Annexure-E, if applicable.**

Restrictions under Rule 144 & sub-rule(xi) of GFR2017 and the Office Memorandum, F. No. 6/18/2019-PPD dated 23 July 2020 of Ministry of Finance, Govt of India, any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent authority, i.e. Department for Promotion of Industry and Internal Trade (DPITT) and obtained Letter of Credit (LoC). Refer Clause 5 of Section A of Tender Document.

1. Delivery:

- 1.1.** The supplier shall complete the SITC work within 30 days of receipt of this SITC Order at the Nav Aids sites of AAI, HAL Airport, Bengaluru, as mentioned in **Annexure- A**. The supplier has agreed to bear freight and insurance charges, as well as packing and forwarding charges. Delivery should be made at the site without any extra cost.
- 1.2** All packing should be proper to withstand the rough handling during loading, Unloading and while transporting. Fragile articles should be packed with special precaution and should bear the markings like, "Fragile", "Handle with Care", "This side Up" etc.
- 1.3. Supplier** is responsible for delivering the items up to site and shall send the goods to ultimate AAI owned user consignee sites, in a fully packed condition as per requirement of component/equipment and fully insured.
- 1.4** These items to be supplied are of operational necessity and hence the supply period as per contract shall be adhered strictly.
- 1.5** As the sites are in secured area, the necessary entry passes for men, material and vehicle to be arranged by the supplier without any extra cost to AAI. Necessary helps may be extended by the Unit in charge or his representative.

(B. Senthilvel)

Joint General Manager (CNS)/CS
For General Manager (CNS)
AAI, KIA, Bengaluru-560300



2. Warranty/Guaranty:

- 2.1.** Period of warranty/Guarantee is three years for UPS & two years for Battery, from the date of successful completion of site acceptance test & commissioning of the items by NAV-Aids unit of HAL, Bengaluru. Necessary warranty undertaking / certificates need to be given while delivering the items.
- 2.2** If any trouble or defect originating from the design, materials, workmanship or operating characteristic of any supplied items arise at any time during the warranty period, and the supplier is notified thereof, the supplier at his own expense and at no cost to AAI, as promptly as possible provide replacements at the site or rectify the faulty item within 5 days of turnaround time to permit facilitating the functioning of the equipment in accordance with the specifications. Any delay in repairing the unserviceable item shall attract LD which shall be deducted at the rate of 1% per day of value of the Performance Bank Guarantee (PBG) not exceeding 50% value of PBG. The remaining 50% PBG can be recovered subject to condition mentioned in relevant tender document.
- 2.3** The Warranty period of replaced goods shall be extended for a period equal to the turnaround time (out of service period)

3. Other conditions:

- 3.1.** AAI reserves the right to place repeat order, not exceeding 50% the quantity of the original order within warranty period with same terms & conditions.

4. Liquidated Damages:

In case of failure to execute the SITC within the specified period, liquidated damages shall be charged @1% of the Value of the uncompleted portion of work per week or part thereof but not exceeding 10% of the total value. If the uncompleted work restricts the operation of the complete system, then LD shall be applicable to total value of the contract with the approval of competent authority.

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. 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 @ 1% 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.

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5. Arbitration and Laws:

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 referred to the sole arbitration of the Executive Director (CNS-P), AAI, Rajiv Gandhi Bhavan, New Delhi. The award of the Arbitrator shall be final and binding on both the parties. The Arbitration and Conciliation Act, 1996 shall be applicable. It will be no bar if the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

Indian laws shall govern this contract.

6. Payment Term:

The payment will be made through E-PAYMENT system on successful completion of SITC including documentation on submission of following documents in original.

100% of purchase order price for SITC of UPS and accessories including documentation, against receipt of goods at site in good condition and on submission of the following documents in ORIGINAL:

- Invoice plus 2 copies.
- Itemized packing list with cost of each item plus 2 copies.
- Certificate from CNS in Charge, HAL Airport Bangalore or his representative about the receipts of goods at site in physically good condition and on successful completion of SITC of 08 No.'s of UPS with accessories.
- Warranty certificates for items listed in Annexure A.
- Filled up Annexure D.
- Performance Bank Guarantee @3% of total price of SITC Order.
- Duly executed, Service Level Agreement with AAI.

The Invoice raised should **contain AAI GST Detail in it, AAI Bangalore GST No is: 29AAACA6412D2Z3.**

(B. Senthilvel)

Joint General Manager (CNS)/CS
For General Manager (CNS)
AAI, KIA, Bengaluru-560300



7. Performance Bank Guarantee:

Supplier shall within 30 days of issue of letter acceptance of the work order, shall submit unqualified performance bank guarantee of 3% (Three percentage) of total value to AAI in the form of an irrevocable and unconditional bank guarantee of a Nationalised/Scheduled bank, as per proforma attached as Annexure G.

In case the supplier fails to submit the PBG within stipulated period, interest @12% p.a. on the PBG amount would be levied (non-refundable) for the delayed period of time and AAI shall impose the conditions mentioned in the Bid Security Declaration submitted by you along with the Tender. In case the supplier fails to submit the PBG within 60 days, AAI reserves the right to cancel the order.

The Performance Guarantee shall be valid for 3 months beyond the warranty and CAMC period. (5 years and 3 months)

The guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.

The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.

Yours faithfully

(B. Senthilvel)

Joint General Manager (CNS)/CS
For General Manager (CNS)
AAI, KIA, Bengaluru-560300



Annexure – A

List of Deliverables

SITC order No. AAI/KIA/CNS/MM/UPS/Nav-Aids(HAL)/Capex/01/20-21

Date: 06.07.2021

Sl. No.	Description	Quantity/Rating		Make	Model
1.	5 KVA Online UPS with all accessories	Qty -06 (3 sets in Hot/Standby configuration)		ProstarM	CH5KS
2	Battery for each 5 KVA UPS	Qty.	Rating	EXIDE	EP26-12
		16	12V, 26AH		
3	2 KVA Online UPS with all accessories	02 (1 set in Hot/Standby configuration)		ProstarM	CH2KS
4	Battery for 2KVA UPS	Qty.	Rating	EXIDE	EP26-12
		8	12V, 26 AH		

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For General manager (CNS)
AAI, KIA, Bangalore 560300



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Tender number: AAI/KIA/CNS/MM/UPS/Nav-Aids (HAL)/Capex/01/20-21 dated 29 December 2020

Annexure – B

Consignee and Delivery Schedule

SITC order No. AAI/KIA/CNS/MM/UPS/Nav-Aids(HAL)/Capex/01/20-21

Date: 06.07.2021

DETAILS OF CONSIGNEE & DELIVERY SCHEDULE

Sl. No.	Airport	Consignee Address
1	HAL Airport Bangalore	The General Manager (CNS) Airports Authority of India, HAL Airport, Vimanapura (PO) Bengaluru - 560017

Delivery & Installation Schedule: The delivery/Supply & Installation of the UPS mentioned in the tender has to be completed within 30 days from the date of issue of SITC order by the supplier at the Nav-Aids Sites of the HAL-Airport, Bangalore. . Delivery should be made at the site without any extra cost.

As the installation has to be carried out at Nav-Aids site situated in the secured area. All the formalities for getting the entry permission and security clearance for the men, material and vehicle need to be coordinated and arranged by the successful bidder. If necessary guidance will be extended by the CNS in Charge of HAL Airport or his representative during week days.

* Tax invoice of supply order to be sent to The GM (CNS), Airports Authority of India, BIAL Airport, Bangalore 560300.

* Invoice for items should contain AAI, Bangalore GST no. 29AAACA6412D2Z3 in it along with the supplier's GSTIN number and GST amount and HSN code.

(B. Senthilvel)
Joint General Manager (CNS)
For General manager (CNS)
AAI, KIA, Bangalore 560300



PRICE QUOTED

Annexure- C

SITC order No. . AAI/KIA/CNS/MM/UPS/Nav-Aids(HAL)/Capex/01/20-21

Date: 06.07.2021

Sl No	Description of the item	Qty	Unit	Unit Rate in Rs	GST %	Total rate including GST	HSN/SAC
1	5KVA UPS IN Hot S/By configuration 06 Nos. in 03 sets with external static switch and other accessories including battery bank rack, Battery isolation Switch	06	Each	40000.00	18	283200.00	
2	Battery Bank for each 5KVA UPS	06	Each	40000.00	28	307200.00	
3	2KVA UPS IN Hot S/By configuration 02 Nos. in 01 set with external static switch and other accessories including battery bank rack, Battery isolation Switch	02	Each	20000.00	18	47200.00	
4	Battery Bank for each 2KVA UPS	02	Each	20000.00	28	51200.00	
5	Installation, Testing & Commissioning of all Supplied items.	01	Each	1500.00	18	1770.00	
6	CAMC of 5KVA UPS and accessories for first year of post warranty period	01	Each	3500.00	18	4130.00	
7	CAMC of 5KVA UPS and accessories for second year of post warranty period	01	Each	3500.00	18	4130.00	
8	CAMC of 2KVA UPS and accessories for first year of post warranty period	01	Each	2000.00	18	2360.00	
9	CAMC of 2KVA UPS and accessories for second year of post warranty period	01	Each	2000.00	18	2360.00	
Total (in figures)				Rs. 703550.00			
Total (in words)				Rupees Seven Lakhs Three Thousand Five Hundred and Fifty only.			

(B. Senthilvel)

Joint General Manager (CNS)
For General manager(CNS)
AAI, KIA, Bangalore 560300



SITC of UPS for Nav-Aids with 3 years onsite warranty and 2 years CAMC for AAI, HAL Airport, Bengaluru.
Tender number: AAI/KIA/CNS/MM/UPS/Nav-Aids (HAL)/Capex/01/20-21 dated 29 December 2020

Annexure-D

E-Payment details

1	Name of Company	
2	Company Address	
3	City	
4	Postal Code	
5	Telephone No.	
6	Fax no	
7	Mobil No	
8	Email-Id	
9	GSTN registration number	
10	PAN No	
11	Date from which above PAN number is valid	
12	Company Bank A/c Number	
13	Account holder name	
14	Account holder address	
15	Name of Bank / Branch	
16	Branch Code	
17	Bank Address	
18	City	
19	Mode of Payment	
20	Swift code	
21	RTGS/NEFT details	

Note:

Contact No. and email id of bank & branch is mandatory for verification purpose.

Enclose a cancelled cheque for verification purpose.

Any erroneous information may lead to harmful transaction for which either AAI or the Bank will not be liable/responsible.

(Authorized Signatory)



Annexure E

ON THE LETTER HEAD OF THE VENDOR/SUPPLIER

Date: DD/MM/YYYY

To,
Airport Authority of India
Name of the Airport:
GSTIN:
Address

Subject: Declaration for Non-applicability of E-Invoicing under GST Act

We, M/s. bearing PAN having GST registration obtained in (No. of states) states with following GST Registration Numbers, hereby declare that our Aggregate Turnover (As per Section 2(6) of CGST Act, 2017) does not exceed Rs. 500 Crores in a Financial Year and we are not required to issue E-Invoice to comply with Rule 48 of CGST Rules, w.e.f. 1st Oct 2020 read with Notification No. 68/2019 CT to 72/2019 CT along with Notification No. 13/2020, 60/2020 and 61/2020 CT.

GST Registration details:

S. No.	State	GST Reg. No.
1		
2		
3		
4		

Further, we also undertake that if the aggregate turnover exceeds the current threshold or revised threshold as may be notified by Government of India at any future date, then we shall communicate you and issue invoice, debit note and credit note in compliance with the required provisions of GST Law.

We hereby undertake that we are solely responsible for any contradicting consequences of our declaration to your organization and liable for any loss accrued to you due to our default under GST Law in this regard.

The person signing the declaration is an authorized representative as per Section 2(15) of CGST Act.

Thanking you

M/s

.....(Signature)

.....(Authorized representative)

.....(Designation)



ON THE LETTER HEAD OF THE VENDOR/SUPPLIER

Date: DD/MM/YYYY

GFR 2017 Rule 144 Sub-rule (xi) : Special clauses to Bidders.

1. Any Bidder from a country which shares a land border with India will be eligible to bid in this Tender only if the bidder is registered with the Competent Authority.
2. "Bidder" (Including the term "tenderer", "consultant" or "service provider" in certain contexts) means any person or firm or company , including any members of a consortium or joint venture (that is an association of several persons or firms or companies) every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore , including any agency branch or office controlled by such person, participating in a procurement process.
3. "Bidder from a country which shares a land border with India" for the purpose this order means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated , established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An India (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country ; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The beneficial owner for the purpose (3) above will be as under:
 - a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - (i) "Controlling ownership interest" means ownership of or entitlement to more than 25 percent of shares or capital or profits of the company.
 - (ii) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 - b. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than 15 percent of capital or profits of the partnership.
 - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than 15 percent of the property or capital or profits of such association or body of individuals.



- d. Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who hold the position of senior managing official.
- e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with 15 percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
6. In case of Work contracts including Turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate from Bidders

I/We have read and understood ,the Rule144, sub-rule (xi) of GFR 2017 and F.No 6/18/2019-PPD dated 23 July 2020 of Ministry of Finance , Govt of India and all its amendments and deletions, as mentioned in the **Tender document , Section A, General Conditions & Guidelines, para No,5** and all subsequent guidelines of Govt of India, and confirm that I/we are fulfilling the requirement as mentioned in the above orders.

Signature of Bidder

Name :
Telephone :
Fax :
E-mail :
Stamp :



SITC of UPS for Nav-Aids with 3 years onsite warranty and 2 years CAMC for AAI, HAL Airport, Bengaluru.
Tender number: AAI/KIA/CNS/MM/UPS/Nav-Aids (HAL)/Capex/01/20-21 dated 29 December 2020

ANNEXURE G

PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with stamp Act)
(The non-judicial stamp paper should
be in the name of issuing Bank)

Name of the work: SITC of UPS for Nav-Aids with 3 years onsite warranty and 2 years CAMC
for AAI, HAL Airport, Bengaluru.

Tender number: AAI/KIA/CNS/MM/UPS/Nav-Aids (HAL)/Capex/01/20-21 dated 29 December
2020

Bank Guarantee No:-

Date.....

To

**AIRPORTS AUTHORITY OF INDIA
ATS COMPLEX, ALPHA-1,
KEMPEGOWDA INTERNATIONAL AIRPORT,
BANGALORE -560300**

In consideration of the Chairman, Airports Authority of India [hereinafter called "AAI"] having offered to accept the terms and conditions of the proposed agreement between..... and [here-in-after called "the said Contractor(s)"] for the works [here-in-after called "the said agreement"] vide Order no. Dated, having agreed to production of irrevocable Bank Guarantee for Rs..... (Rupees.....only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We..... (Indicate the name of the Bank) [hereinafter referred to as "the Bank"] hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs..... (Rupees.....only) on demand by AAI.
2. We.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).
3. We, the said bank further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.



4. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment. We.....(indicate the name of the 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 agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Project-in-charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We(indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against the said contractor(s) and 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 such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect so relieving us. This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).
6. We.....(indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
7. This guarantee shall be valid up tounless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupeesonly) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the (Day) of..... (Month)..... (Year)

For (Indicate the name of bank).



SITC of UPS for Nav-Aids with 3 years onsite warranty and 2 years CAMC for AAI, HAL Airport, Bengaluru.
Tender number: AAI/KIA/CNS/MM/UPS/Nav-Aids (HAL)/Capex/01/20-21 dated 29 December 2020

ANNEXURE H

Service Level Agreement (SLA) during warranty period

Name of the work: SITC of UPS for Nav-Aids with 3 years onsite warranty and 2 years CAMC for AAI, HAL Airport, Bengaluru.

Tender number: AAI/KIA/CNS/MM/UPS/Nav-Aids(HAL)/Capex/01/20-21 dated 29 December 2020.

Period and type of warranty: 3 years ON-SITE warranty for UPS and accessories except batteries, Battery warranty is for 2 years.

1. Service Level Agreement will be executed on Rs 100/= Non-Judicial Stamp Paper within 30 days of installation of the system as given in the Annexure-I. Cost of Stamp Paper shall be borne by the Contractor.
2. Date of completion of SITC will be the date of Commencement of warranty and SLA.
3. Conditions of original tender document along with its amendments/corrigendum are part of this agreement.
4. **Warranty Terms:**
 - i. Performance Bank Guarantee (PBG) shall be submitted as per Tender Conditions.
 - ii. In case of malfunction / failure of the system, breakdown maintenance shall be carried out within 24 Hrs and a service report shall be submitted to AAI within 48Hrs.
 - iii. If any trouble or defect originating from the design, materials, workmanship or operating characteristic of any materials arise or un-serviceability of the UPS at any time prior to 36 months from successful Site Acceptance Test & Commissioning and the Contractor is notified thereof, the Contractor at his own expense (including freight) and at no cost to AAI, as promptly as possible make such alterations, repairs and replacements at the site as may be necessary to permit facilitate the functioning of the equipment in accordance with the specifications.
 - iv. In the event of irreparability, the 'Contractor' shall have to replace the faulty system with an equivalent one on temporary basis, till the original system is serviced and put back in operation at no extra cost to AAI. However, penalty clause shall be applicable after 5 calendar days from date of complaint till servicing of faulty system or providing alternate system whichever is earlier.
 - v. During Warranty period, replacement of all spares and components including the supplied software/firmware found defective shall be replaced at no extra cost to AAI.
 - vi. Un-serviceability of any system beyond 5 days, penalty clause as per point 4(vii) shall be applicable.
 - vii. Penalty due to delay in replacing item during warranty shall be calculated as follows:
 - a) If the delay in replacing/repairing of an unserviceable system is beyond the period of 5 days the value of recovery shall be at the rate of 1% of value of performance Bank Guarantee per system for each day. Part of a day shall be treated as a one day.
 - b) In case the Performance Bank Guarantee is encashed during the warranty period, it is the responsibility of the Contractor to restore the Performance Bank Guarantee to the original value within fifteen days of issue of notice.
 - c) Maximum value of recovery shall not be more than 50% of value of performance Bank Guarantee. (Maximum value of penalty limited to 50% of value of PBG).



- d) Remaining 50% value of Performance Bank guarantee can be recovered towards non- performance of UPS as per tender condition/scope of the contract. Case for such recovery shall be initiated at least two months in advance before the expiry of Performance Bank Guarantee.
 - e) Supplier shall issue a service report after every repair of unserviceable system indicating cause of failure and number of days taken for repairs beyond 5 days for the purpose of calculating LD.
 - viii. Number of days of delay taken for penalty calculation, will be number of calendar days.
 - ix. AAI shall reserve the right to en-cash complete value of PBG, if the performance of system installed is not satisfactory, without assigning any reason.
5. Recovery of penalty will be made from the performance bank guarantee.



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Annexure I

(To be executed on INR 100/--Non judicial stamp paper)

AGREEMENT

Service level agreement for 3 years onsite warranty or CAMC for 2 years for all items supplied as mentioned in Annexure-A.

Tender number: AAI/KIA/CNS/MM/UPS/Nav-Aids(HAL)/Capex/01/20-21 dated 29 December 2020.

Between

Airports Authority of India, Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi-110003, (India) and M/S

THIS AGREEMENT, entered into this ---- day of -----Month ----- Year) by and between M/S --

----- Having its office at -----

- (hereinafter called the " Contractor ") and Airports Authority of India having its office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi-110003, India (hereinafter called the "AAI"), the expressions "Contractor" and "AAI" shall mean their successors, legal representatives or assigns, for Service level agreement for 3 years onsite warranty and Comprehensive Annual Maintenance Contract (CAMC) for 2 years of all items supplied Sl no 1 to 4 as mentioned in Annexure- in the O/o GM(CNS), AAI, HAL Airport, Bangalore.

WITNESSETH

WHEREAS, AAI invited offers for service level agreement for 3 years on-site warranty or CAMC for 2 years for all items supplied as mentioned in Annexure-A.

WHEREAS, the Contractor has offered for Service level agreement of all items supplied as mentioned in Annexure-A, accordance with their price bid dated ----- and AAI has accepted the offer.

NOW, therefore, in consideration and mutual covenants contained herein, the Contractor and the AAI (hereinafter referred to as the "parties") agree that the following document shall be part of this agreement:-

AAI NIT document for SITC of UPS for Nav-Aids with 3 years onsite warranty or 2 years CAMC for AAI, HAL Airport ,Bengaluru.



NIT corrigendum no-----

1. Bid documents submitted by the contractor dated -----in fulfilling the contract requirements that includes the signed compliance.
2. Unconditional acceptance of AAI NIT conditions as given by the contractor.
3. The price bid of the Contractor which was opened on----- and accepted by AAI.
4. Reference of work order issued / acceptance of bidder.

For and on behalf of Contractor:

For and on behalf of Chairman, AAI:

Signature
Name: -
Designation: -
Date: -

Signature
Name:-
Designation:-
Date:-

Witness on behalf of Contractor:

Witness on behalf of AAI:

Signature
Name :-
Designation: -
Date:-

Signature
Name :-
Designation:-
Date:-

Note:

Separate agreement will be made for service level agreement and for comprehensive AMC.