

WR-23012(12)/9/2020-APD-WR-BHOPAL

1377 (1-3)

दिनांक 21.06.2021

प्रति,

M/s TNS Networking Solutions Pvt. Ltd.,
Chhatarpur hills, 293 Dhanmill Rd,
South Delhi, Delhi-110074,

विषय: राजा भोज विमानतल, भोपाल में Aviation Observation System (AWOS) / CWIS Installation के लिए OFC laying हेतु

Subject: OFC laying for Installation of Aviation Observation System (AWOS) / CWIS at Bhopal Airport.

References:

- i) e-TENDER ID: 2021_AAI_66547_1 on CPP Portal.
- ii) E-Tender Ref No.: WR-23012(12)/9/2020-APD-WR-BHOPAL
- iii) Reference of Bid documents submitted by you.
- iv) Acceptance of Letter of Intent dated 20/05/2021.

महोदय,

On behalf of Chairman, AAI, the Joint General Manager (CNS), AAI, Raja Bhoj Airport, Bhopal is pleased to place the work order for "OFC laying for Installation of Aviation Observation System (AWOS) / CWIS at Bhopal Airport." to M/s TNS Networking Solutions Pvt. Ltd., 293 Dhanmill Rd, South Delhi, Delhi-110074. as mentioned in Address of Consignee.

The details of work order and other terms and conditions are given below:

(1). Delivery: Name, Address of Consignee.

Joint GM (CNS)
O/o The Airport Director,
Airports Authority of India,
Raja Bhoj Airport,
Bhopal-462030.
Ph: 0755-2646000

(2). Price: Details of Item is as per Tender Condition (ANNEXURE-A enclosed) of Total Price **INR 482250.00/- (Rupees four lakh eighty two thousand two hundred and fifty only)** ~~price only~~ exclusive of all applicable taxes as may be levied by the government and transportation freight/insurance and any other charges.

The supplier will deliver and test the items at AAI premises without any additional financial liabilities to AAI. All supplied items should be in conformation with the Technical Specifications as mentioned in the **SECTION-C** of tender document.

3. Acceptance of Work Order and Period of Supply:

The vendor has to give acceptance letter by duly signing each page of this work order within **07** working days after receipt of this work order as a token of acceptance.

4. Time period for completion of the work: The successful work shall be completed in all respect within **45 days** from the EFFECTIVE date as per Section B, para 2.1

5. Time/ Delivery & Installation Schedule and Part Supplies:

As per e-Tender Section B Clause 2

6. PAYMENT:

(I). Paying Authority:

The Airport Director,
Airports Authority of India,
Raja Bhoj Airport,
Bhopal-462036.

(II). Terms of Payment:

Payment to the supplier shall be made in the following manner: -

i) **70% of purchase order price** for supply of equipment and accessories supplied from Indian indigenous source including documentation, 100% of freight and insurance, taxes and duties against receipt of goods at site in good condition on submission of the following documents in ORIGINAL. All Tax liability will be as per e-Tender conditions.

- a) Invoice + 2 copies
- b) Itemized Packing list with cost of each item + 2 copies
- c) Certificate of goods received at site in physically good condition.
- d) Performance Bank Guarantee

ii) **30% of purchase order price** for supply of equipment and accessories, 100 % installation (including cabling, mounting, fixing etc) commissioning and training charges, upon successful completion of the SITC work as per Tender conditions on submission of the following documents in original.

- a) Satisfactory completion of the Supply, Installation, Testing, Commissioning report from the authorized representative of AAI.
- b) Report by authorized representative of AAI that the local training regarding configuration of the system completed satisfactorily. All Payments against supply & final payments shall be released by AAI after adjustment against liquidated damages, incomes tax and any other Statutory Deductions, as per the scope of tender at sites.

GST payments will be done as per e-Tender terms and conditions.

7. Liquidated Damages:

i) In case of delay in completion of the contract or each milestone of contract for supplies and installation, liquidated damages (L.D.) shall be levied @ 0.5% 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.

ii) Normally, Contract have following activities:

- a. Supply of equipment
- b. Installation and testing
- c. Training and Documentation
- d. Site Acceptance Test

Delay in any stage of work shall invite L.D. according to value of the activity as defined above at (i).

iii) 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 Annexure-E. 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% 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.

8. Guaranty /Warranty:

Please refer section B, clause 16 shall be applicable.

9. Performance Bank Guarantee:

The bidder, whose tender is accepted, shall within 15 calendar days from the effective date, shall submit unqualified performance guarantee of 3% (Three Per Cent) of the total price to AAI in the form of an irrevocable and unconditional bank guarantee on a Nationalized / Scheduled Bank, as per Performa attached as Annexure -B (On Non-judicial stamp paper of Rs.100/-).

In case, the successful bidder fails to submit the PBG within stipulated period, interest @ 12% p.a. on Performance Bank Guarantee amount would be levied (non-refundable) for delayed period of submission. In case successful bidder fails to submit performance bank guarantee within 60 days, AAI reserves the right to cancel the order.

The Performance Guarantee shall be valid for 2 months beyond the WARRANTY period as per Para 16 of Section B or shall remain valid as per provisional extension granted by AAI. If the agency fails to extend the validity of the Performance Bank Guarantee, the same shall be en-cashed by AAI with or without notice.

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

The performance guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to the other provisions of the guarantee.

The successful and satisfactory operation of the equipment supplied in accordance with the specifications and other relevant documents.

The equipment supplied shall be free from all defects of design, material and workmanship and upon written notice from AAI, the successful bidder shall fully remedy, free of expenses to AAI, all such defects as developed under the normal use of the said equipment within the period of guarantee/warranty. The performance guarantee is intended to secure the performance of the entire equipment. However, it is not to be construed as limiting the damages stipulated in any other clause. The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.

10. Agreement:

(i) As per Annexure- C, an agreement must be signed on non judicial stamp paper of Rs. 100/- between supplier and AAI authorized Personnel (Joint general manager(CNS) for **“OFC laying for Installation of Aviation Observation System (AWOS) / CWIS at Bhopal Airport.”** within 15 days from the Effective Date. The Cost of obtaining Stamp paper, typing & printing is to be borne by the bidder.

11. The supplier will be fully responsible for the guaranteed performance of the supplied systems and warranty obligations.

12. Substitution and wrong supplies:

As per para 21 of Section B of E-tender document.

13. Technical manual:

The supplier shall supply complete set of technical/operations & maintenance manuals as applicable along with the delivery. The cost of such manuals supplied will be included in the cost of the system.

14. Force majeure:

As per section B, clause 11 of the e-tender shall be applicable.

15. Arbitration and Laws:

Rules of the Indian arbitration and conciliation act 1996, shall apply, as mentioned in section B, clause 12 of e- tender.

16. Operational maintenance during warranty period:

As per section B, clause 17 of the e-tender shall be applicable.

17. Patents, successful bidder's liability and Compliance of Regulations: As per para 20 of Section B of E-tender document.

18. Packing and Marking: As per para 19 of Section B of E-tender document, all packing should be strong enough to withstand rough handling during loading, un-loading and transporting of the packages. Fragile articles should be packed with special precaution and should bear the marking like 'Fragile', 'Handle with care' and 'This Side Up' etc., with other terms and conditions of above para.

19. Site Acceptance Test (SAT) & Commissioning: As per para 18 of Section-B of E-Tender Document, SAT will be carried out at site. **The draft copy of system test procedure should be made available to AAI for approval before 15 days of the schedule site acceptance date** with other terms

and conditions of above para.

20. Training:

The supplier shall be responsible to manage one day operational training to the AAI for regular monitoring and health check up of Network, before Commissioning of all the Network components at his own cost.

21. Quality Assurance: The contractor shall use Quality Assurance procedure compliant with Quality Assurance in system design, development, manufacturing, and installation and servicing- ISO 9001 Quality Management and Assurance Standards Part 3 – ISO 9001 Application and Development, Supply and Maintenance of software.

22. Termination of contract:

The AAI reserves the right to terminate the contract either in part or in full due to the reasons other than specified herein. The AAI shall in such an event give 15 days' notice in writing to the Supplier of their decision to do so.

The supplier upon receipt of such notice shall discontinue the work on the date to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contract to the extent they are related to the terminated and terms satisfactory to the AAI, stop all further subcontracting or purchasing activity related to the work terminated, and assist the AAI in maintenance protection and disposition of the work acquires under the contract by AAI.

23. Other terms and conditions:

All other terms and conditions will be according to the relevant clauses of e- tender document.

Yours Sincerely



(अमृत मिंज)/ Amrit Minj

संयुक्त महाप्रबन्धक (सीएनएस)/Joint GM (CNS)

कृते विमानपत्तन निदेशक /For Airport Director

ANNEXURE-A

Bill of Material for "OFC laying for Installation of Aviation Observation System (AWOS) / CWIS at Bhopal Airport."

Sr. No.	MATERIAL/SCOPE OF WORK	QTY	MAKE	MODEL	Total rate without GST
1	Supply of single mode, 06 core, 9/125 mm multi tube armored OFC (Specifications as per Annexure – I of NIT)	500M	D-LINK	NCB-FS090-ALDD-06	35000.00
2	Supply of 40mm dia. PLB HDPE pipe	500M	GAMSON	40MM	35000.00
3	PVC Conduit pipe 32mm dia.	50M	ISI	32MM	3500.00
4	CAT6 SFTP	305M	D-LINK	NCB-C6SGRYR-305	15250.00
5	Supply of fiber patch cord				
	3M	10	D-LINK	NCB-C6SGRYR-1M	14500.00
	1M	10	D-LINK	NCB-C6SGRYR-1M	14500.00
6	Supply of Pigtails	30	D-LINK	STANDARD	13500.00
7	Supply of OFC Termination/Distribution units				
7.1	6/12 Port Fiber LIU fully loaded as per specification	2	D-LINK	NLU-FXXUXXW-6/12	25000.00
7.2	Fiber Joint Enclosure 12 core	2	D-LINK	IP67	11000.00

Sr. No.	MATERIAL/SCOPE OF WORK	QTY	MAKE	MODEL	Total rate without GST
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8.	OFC LAYING WORK: Installation of OFC cables through HDPE pipe shall be carried out in one of the three ways as mentioned below and as per Actual site conditions and AAI requirements.				
8.01	Outdoor laying of OFC through HDPE pipe in existing trench/duct available Laying/pulling of Fiber cable THROUGH 40mm dia. HDPE pipe with wall clamping.	300M	N/A	N/A	30000.00
8.02	Outdoor laying of HDPE and OFC cable by digging in soft soil and hard soil				
8.2.1	HDD shall be preferred to avoid excavation of operational area and soil while crossing the RUNWAY/TAXIWAY and to avoid damage of other services on operational area as well as non-feasibility of manual digging. Vendor shall carry out manual/machine HDD as per length of excavation required. The depth of HDD shall be 1.5 to 5 meter. HDPE pipe shall be laid through HDD and OFC cables shall be pushed later in the pipe	150M	N/A	N/A	82500.00
8.2.2	OFC cables shall be laid underground at a depth of minimum 1 meter. This shall include excavation of duct, laying of HDPE pipe and putting OFC cables inside, to supply & put half round RCC Hume pipes on top for protection of the cable, refilling of the duct and restoration of site as earlier. Metal route markers shall be installed at every 30 meter.	50M	N/A	N/A	82500.00
8.2.3	MANHOLE(Specification)				
	Pre-cast RCC loop chambers for manhole or inspection chambers of size 60cm X 60cm X 75cm (for underground cables as per requirement) with cover shall be installed at every 100 meters. These chambers shall be visible and easily accessible in the event of any fault. During pulling of OFC cables through HDD route, spare cable loop shall be kept of appropriate length in loop	2	N/A	N/A	15000.00

	chambers to meet future requirements for maintenance of OFC cables. Vendor shall prepare a manhole installation plan based on site survey prior to duct installation wherever required. Length of looped cable shall be around 5 meter and shall be in the shape of numeral '8' to avoid twisting and kinking during splicing/jointing. The extra cable loop lengths shall be recorded and incorporated in route diagram. Simplex caps shall be installed at the end of ducts through which fiber has been blown. Vendor shall plan the cable blowing operation including preparation of cable drums schedule such that to the extent possible in consent with AAI.				
9	DOCUMENTATION				
9.1	Fiber termination for fusion splicing complete with splice pack includes Testing of fiber cores with test reports conforming to industry standards.	1	N/A	N/A	25000.00
9.2	Testing & certification of Network by vendor and AAI.	2	N/A	N/A	30000.00
9.3	Commissioning and Documentation: Vendor /system integrator shall provide all the details of the integrated system regarding physical installation ,cable route on the Grid Map, wiring diagram and system interfaces etc in hard and soft copy.	3	N/A	N/A	30000.00
9.4	ATP(Acceptance Test Procedure) document(Approved by AAI) submission.	1	N/A	N/A	20000.00
	GRAND TOTAL				482250.00

Annexure- B

PERFORMA FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

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

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 **Jt.GM (CNS), AAI, Raja Bhoj Airport Bhopal** and [here-in-after called the said Contractor"] for the works for **"OFC laying for Installation of Aviation Observation System (AWOS) / CWIS at Bhopal Airport. "**

[here-in-after called "the said agreement"] vide Order no. Dated....., having agreed to production of irrevocable Bank Guarantee for Rs..... (Rupees only) amount of 10% (Ten Percent) of entire contract amount 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 and amount not exceeding Rs.....(Rupeesonly).

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.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. 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 relived 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.

6.This guarantee shall not be discharged due to the change in the constitution of the Bank or contractor(s).

7.We..... (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

This guarantee shall be valid up to unless 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 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 Name of the Bank).

ANNEXURE-C

**AGREEMENT WITH SUCCESSFUL BIDDER
AGREEMENT**

(On INR 100/- Non Judicial Stamp Paper)

**“OFC laying for Installation of Aviation Observation System (AWOS) / CWIS at Bhopal
Airport. ”**

**Airports Authority of India, Raja Bhoj Airport,
Bhopal, Madhya Pradesh-462030**

And

(Name of the Contractor along with address)

THIS AGREEMENT, entered into this (Date) day of (Month & Year) by and between (Name of Contractor), having its office at (Contractor's Office Address) (hereinafter called the “Contractor”) and the Airports Authority of India having its office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi, India and operational office at Raja Bhoj Airport, Bhopal, Madhya Pradesh (hereinafter called the “AAI”), the expressions “Contractor” and “AAI” shall mean their successors, legal representatives or assigns, for the supply of (Name of Project), (Name of the Airport, City, State).

WITNESSETH

WHEREAS, AAI invited offers for the (Name of Project), (Name of the Airport, City, State).

WHEREAS, the Contractor has offered (Name of Project), (Name of the Airport, City, State) in accordance with their Price Bid dated (Date) and AAI has accepted its 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:

1. AAI Tender Documents for the (Name of Project), (Name of the Airport, City, State) comprised in Volumes- (Numbers), including Drawings and Maps supplied by AAI.
2. Tender corrigendum no. 1,2
3. Tender clarifications by AAI subsequent to opening of Technical bid.
4. Bid Documents submitted by the Contractor dated (Date) in fulfilling the contract requirements that includes the signed compliance.

5. Unconditional acceptance of AAI Tender conditions as given by the Contractor.
6. Queries raised by AAI during technical evaluation and technical clarifications submitted by the contractor in response thereof.
7. The price bid of the Contractor which was opened on (Date) and accepted by AAI.
8. Detailed itemized cost of the spares list, training program, syllabi for (Name of Equipment), clarification on data sharing between AAI and (Name of the Airport, City, State) offered by the Contractor vide his letter dated (Date).
9. Reference of LOI/Purchase order issued/acceptance of bidder

For and on behalf of Contractor

For and on behalf of Chairman, AAI.

Signature:

Signature:

Name of the Executive:

Name:

Designation:

Designation:

1. Witness : (Signature, Date, Name, Designation on behalf of AAI)

2. Witness : (Signature, Date, Name, Designation on behalf of Contractor)



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

PERFORMA FOR E-PAYMENT

ANNEXURE-D

To
THE AIRPORT DIRECTOR
AIRPORTS AUTHORITY OF INDIA
RAJA BHOJ AIRPORT
BHOPAL (M.P.) 462036

Subject: Request for E-Payment.

Sir,

Following particulars are given for effecting E-payment in respect of our claim / Bill.

1. Name of the Company:
2. Address:
3. Bank A/c number:
4. Name of Bank / Branch & Address:
5. Branch Code:
6. IFSC Code of the Bank:
7. PAN of the Company:
8. Mobile No. of the Account Holder:

We also enclose herewith a cheque duly cancelled of our bank A/c.

Thanking You,

Yours Faithfully

(Authorized Signatory)

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

APPLICATION FOR EXTENSION OF TIME

ANNEXURE-E

Part-I

1. Name of the Contractor
2. Name of the work as given in the agreement
3. Agreement No
4. Contract Amount
5. Date of Commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Date of actual completion of work
9. Period for which extension is applied for.
10. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.

Sl No	Name of Hindrance	Date of occurrence of hindrance	Date of over of hindrance	Period of hindrance	Overlapping Period	Net extension applied for	Remarks if any
1	2	3	4	5	6	7	8

Total period for which extension is now applied for on account of hindrances mentioned above.

Month/

Days

11. Extension of time required for extra work.

12. Details of extra work and the amount involved: -

Total value of extra work	Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
(a)	(b)

13. Total extension of time required for 10 & 11.

Submitted to the Project Leader _____

Signature of Contractor
Dated

Part II

(For Official Use)

1. Date of receipt of application from _____
for the work of _____ in the O/o the
Airport Director, AAI, R.B. Airport, Bhopal.
2. Recommendations of the project Leader as to whether the reasons given by the contractor are correct and
what extension, if any, is recommended by him. If he does not recommend the extension, reasons for rejection
should be given.

Dated:

Signature of the Installation In-charge

(To be filled in by the Project Leader)

1. Date of receipt in the Office: -
2. Project Leader's remarks regarding hindrances mentioned by the contractor.
 - a) Serial No
 - b) Nature of hindrance
 - c) Date of occurrence of hindrance
 - d) Period for which hindrance is likely to last
 - e) Extension of time applied for by the contractor
 - f) Overlapping period, if any, giving reference to items which overlap
 - g) Net period for which extension is recommended
 - h) Remarks as to why the hindrance occurred and justification for extension recommended.
3. Project Leader's Recommendations.
 - a. Progress of the work as on date _____
 - b. The proposed date of completion _____
 - c. Date upto which extension of time is sought for _____
 - d. Reasons for extension of time
 - e. Proposed compensation to be levied under clause 11 of Section -B of the tender document.

Signature of Project Leader

Signature of Accepting Authority

ANNEXURE-F

PROFORMA FOR INTIMATION OF FORCE MAJEURE OCCURRENCE

To
The Airport Director
Airports Authority of India
R.B. Airport, Bhopal-462036

Name of Work: "OFC laying for Installation of Aviation Observation System (AWOS) / CWIS at Bhopal Airport. "

E-Tender Ref No.: WR-23012(12)/9/2020-APD-WR-BHOPAL

Subject: Intimation regarding Force Majeure Case – _____.

Sir,

Pursuant to Section-B, Clause No.11 - FORCE MAJEURE, it is for your kind information that a case of force majeure has since occurred. Details are given below:

Date of occurrence	Detail of Incident	Activity affected	Likely Delay	Requested Extension

We are entitled to an extension in the date of completion as requested above. Bar Chart with revised schedule of activities is attached. Please approve the extension in the time. Evidence of the date of occurrence is also enclosed.

It is certified that performance of the Contract has been interfered with. It is also certified that the incident has not occurred due to our own action and that there has not been any lack of action by us in preventing the occurrence.

We are only claiming the extension in the date of completion of the activity (ies) and not claiming the loss incurred in the course of the incident.

Yours truly,
(Project Leader)

Enclosures:

1. Revised Bar Chart.
2. Evidence of the occurrence of the Force Majeure case (.... sheets)