



File No. AAI/OPS/MISC/27/2020

Date: 31.03.2021

To,
M/s Experio Tech Pvt. Ltd.
RZ A1/130, GF, Pole No 32, Vijay Enclave
Palam Dabri Road New Delhi-110045

Subject: Purchase Order for SITC of Breathing Analyser machine at CCSI Airport.

References:

1. Tender Ref No. AAI/OPS/MISC/27/2020, Tender Id no.2021_AAI_67242_1 and any other related Correspondences.
2. All the Bid Documents submitted by bidder & clarifications sought by him.
3. AAI Letter of Intent no. AAI/OPS/MISC/27/2020 dated 31.03.2021 send by email dated 31.03.2021.
4. Acknowledgment to AAI Letter of Intent dated 31.03.2021 by your e-mail dated 31.03.2021

Dear Sir,

With reference to the above mentioned documents with their Terms and Conditions and your offer regarding PQQ/ Technical, Financial proposals against above referred tender, Airports Authority of India hereinafter referred to as "Purchaser", is pleased to place a Purchase Order for Supply, Installation, Testing and Commissioning (SITC) of Breathing Analyser machine at CCSI Airport, as per PQQ/ Technical bid and Financial bid submitted on the total cost of Rs 116324/= (Rupees One lac sixteen thousand three hundred and twenty four only) inclusive of GST at prevailing rate to M/s Experio Tech Pvt. Ltd. RZ A1/130,GF,Pole No 32, Vijay Enclave, Palam Dabri Road New Delhi-110045, hereinafter referred to as "Supplier" according to the following details.

1.0 Total Cost of Works: The items as per "Technical Specifications & Quantity specified in the tender documents shall be supplied and SITC work shall be executed by M/s Experio Tech Pvt. Ltd. RZ A1/130, GF, Pole No 32, Vijay Enclave, Palam Dabri Road New Delhi-110045 at total cost of Rs 116324/= (Rupees One lac sixteen thousand three hundred and twenty four only) inclusive of GST at prevailing rate.

2.0 Time Schedule : As per Tender Terms and Condition, supplier shall complete the Supply, Installation, Testing & Commissioning of BA machines within 15 days of issue of work order from AAI.

3.0 Terms of Payment:

3.1 No any advance payment shall be made.

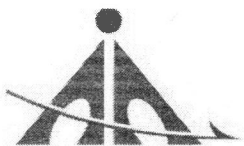
3.2 The payment shall be released to the contractor on submission of following documents :

- (a) Bills (Invoices) in triplicate with GST no of firm as well as of AAI.
- (b) Delivery Challan in original.
- (c) Receipt certificates of goods received at site in physically good condition.
- (d) Inspection certificate in original as applicable.

कार्यालय निदेशक विमानपत्तन, चौधरी चरन सिंह अंतर्राष्ट्रीय हवाई अड्डा, अमौसी, लखनऊ- 26009,

Office of the Airport Director, Chaudhary Charan Singh International Airport, Amausi,

Lucknow-226009, दूरभाष:2435404, फैक्स:2438404 E-Mail: apdlko@aaiaero



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

(e) The bill will be processed after an observation period of 15 days of successful completion of SITC of Breathing Analyser Machine and submission of bank guarantee @ 100% inclusive of all taxes/GST.

(f) TDS shall be deducted as per GOI rules.

4.0 Paying Authority:

The Airport Director, Airports Authority of India, CCSI Airport, Lucknow.

5.0 Mode Of Transport, Freight & Insurance:

All kinds of charges concerned with SITC viz transport, freight, insurance etc. shall be borne by the supplier/successful bidders.

6.0 Liquidated Damages :

(a) In case of delay in completion of the contract for supplies Installation and commissioning, liquidated damages (L.D.) shall be levied @ 1% of the total value of the uncompleted portion of work per week (part of week to be treated as one week) subject to a maximum of value equal to the value of Performance Bank guarantee.

(b) 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 the contractor. Time taken by AAI and local statutory authorities for approval of drawings, design, estimate etc, 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.

(c) Appeal for waiver of compensation for delay with due justification shall be decided as per the provisions of clause 7.4.3 of the Delegation of Powers (DOP) of Airports Authority of India. The decision of the competent authority on appeal shall be final and binding on the contractor.

7. Agreement:

(a) Contractor or his authorised representative, within 15 days of award of work, shall contact the AAI Officer-in-charge & sign agreement of this SITC on Rs.100/- non judicial stamp.

(b) This P.O. shall be the part of that agreement.

(c) Cost of Stamp Paper will be borne by the supplier.

(d) Airport Director AAI, CCSI, Airport Lucknow shall sign agreement on behalf of AAI

8. Performance Bank Guarantee:

8.1 The successful bidder shall submit Contract performance guarantee (in lieu of Contract Performance security) of the value equivalent to 3% (three percent) of the total price to AAI in the form of an irrevocable and unconditional bank guarantee on scheduled commercial bank as per Performa attached as Annexure-II separately on Rs.100/- non judicial stamp. The guarantee shall be submitted within 15 calendar days of the issue of letter of acceptance of his bid, and will be valid till 120 days after the end of the contract period (i.e. Warranty period + 120 days). In case successful bidder fails to submit the PBG within stipulated period, interest @ 12% p.a. on performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from First running Bill. In case, successful bidder fails to submit

कार्यालय निदेशक विमानपत्तन, चौधरी चरन सिंह अंतर्राष्ट्रीय हवाई अड्डा, अमौसी, लखनऊ- 26009,

Office of the Airport Director, Chaudhary Charan Singh International Airport, Amausi,

Lucknow-226009, दूरभाष:2435404, फ़ैक्स:2438404 E-Mail: apdlko@aai.aero



performance bank guarantee within 60 days, AAI reserve the right to cancel the order.

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

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

8.3.1 The performance guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clause.

8.4 The bidder as per operation, installation, maintenance manuals and performance guarantee tests supplied by the successful bidder, will do the loading, installation & commissioning of systems. The successful bidder will be fully responsible for the guaranteed performance of the supplied systems and warranty obligations. In case of any problem after commissioning and during warranty period the successful bidder will depute his supervisor(s) to AAI's site within 48 hours of intimation to remove all defects at contractor's cost. In case of any breakdown of the equipment, contractor shall report at site within 48 Hours (of lodging the complaint) and set right the system to the satisfaction of the AAI representative at site, within 96 hours after reporting to attend the complaint.

8.5 A fine of an agreed amount calculated @ 1% of the total value of the faulty equipment per week or part thereof subject to a maximum value equal to the value of the Performance Bank Guarantee can be imposed in case of delay in rectification of the problem in 96 hours. The acceptance of valid reasons for non compliance to pont no. 8.4 above shall rest with APD, Lucknow/Competent Authority AAI and his decision with regard to imposition of the fine shall be final. The fine shall be recovered from the Bank Guarantee.

8.6 The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest(Warranty + 120 days).

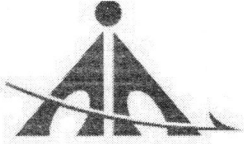
9. Force Majeure:

Force majeure shall be governed by General Terms & Conditions as mentioned in Section-3 of tender document.

10. Arbitration and Laws:

(a) Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The single Arbitrator for settlement of any dispute with regard to this contract shall be appointed by the Chairman AAI. The venue of Arbitration shall be Lucknow, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

(b) This contract shall be governed by Indian Laws.



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

11. Guarantee/Warranty:

Supplier shall provide a Guarantee/warranty for the period of 12 month from the date of successful SITC pertains to the supplied equipment or any items or part of the equipment on its own expense and no cost to AAI. Warranty/Guarantee of supplied equipment /system's /works/services shall be governed by General Terms & Conditions as mentioned in section-III and IV of tender document.

13. Post Installation Acceptance Testing (SAT) / Inspection:

Company has to perform SITC of all **Breathing Analyser machine** in airport premises with no extra cost. After successful installation **Breathing Analyser machine** will be kept under observation for at least 15 days

14. 300 compatible mouth pieces and 10 printer roll with each machine must be supplied against this tender by bidder.

15. Deviation in Quantity:

15.1 AAI reserves the right to change the quantity or part thereof to be supplied by +/-50% of the tendered quantity (for site specific measurable length) but within the overall deviation limit of 30% of the contract value.

15.2 AAI also reserves the right to purchase Extra item, Substitute items as per site requirements up to the overall limit of 30% of the contract value.

The overall deviation, Extra item or the substitute items taken together shall not exceed 30% of the contract value unless until it is mutually agreed by both the parties and a specific order is placed on the vendor in this regard.

16. TERMINATION FOR DEFAULT & RISK PURCHASE :

16. The AAI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part in any or the following events.

16.1.1 If the Contractor fails to deliver any or all of the Items within the time period(s) specified in the Contract or any extension thereof granted by the AAI pursuant to Clause 9 of Section - III.

16.1.2 If the Contractor fails to perform any other obligation(s) under Contract.

16.1.3 If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as AAI may authorize in writing) after receipt of the default notice from AAI.

16.2 As a penalty to the Contractor the AAI shall en-cash Contract Performance Bank Guarantee. The AAI in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to AAI. The balance unfinished work of the project will be got done by fresh tendering on Contractor's risk and that extra expenditure will be recovered.



17. Inability to perform contract

Should the contractor's preparation for the commencement of the work, or any portion of it or his subsequent rate of progress, be from any cause whatsoever, so slow that in the opinion of the AAI, the contractor will be unable to complete the work or any portion thereof as agreed upon, or should he not have the work ready for delivery in conformity with the contract or should he neglect to comply with any directions given to him by the Authority, or in any respect fail to perform the contract at the end, in which case the contractor shall be liable for any expenses, loss or damage which the purchaser may incur or sustain by reason of, or in connection with the contractors default.

18. Training

Training of the equipment (operator training) must be provided by the supplier with in seven days of completion of SITC.

19. Technical Manual

Detailed technical manual with hard and soft copy has to be supplied with equipment

You are requested to acknowledge the receipt and acceptance of this purchased order by signing on each page of attached copy of purchase order additionally and return.

Yours truly

(A P Gupta)
Joint General Manager (CNS)
For Airport Director
Airports Authority of India
CCSI Airport, Lucknow

31/3/2021 गुप्ता
(ए. पी. गुप्ता)
(A. P. GUPTA)
संयुक्त महाप्रबन्धक (सी.एन.एस.)
Jt. General Manager (C.N.S.)
भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India
चौधरी सिंह अंतराष्ट्रीय हवाई अड्डा, लखनऊ
C.C.S.I. Airport, Lucknow

कार्यालय निदेशक विमानपत्तन, चौधरी चरन सिंह अंतराष्ट्रीय हवाई अड्डा, अमौसी, लखनऊ- 26009,
Office of the Airport Director, Chaudhary Charan Singh International Airport, Amausi,
Lucknow-226009, दूरभाष: 2435404, फैक्स: 2438404 E-Mail: apdlko@aai.aero

Signature Not Verified

Digitally signed by Mukesh Saxena
Date: ... : IST
Location: eProcurement System for
Central PSUs