

Ref No: - AAI/NGP/CNS/VCCS/OFC/2020- 21/01

Dated: 30/04/2021

To,

M/s Jamanalal Gurjar
VPO Bhimal, Tehsil Mavli,
District Udaipur (Rajasthan).
GSTN of Biller 08AFHPG8872Q2ZI

- Ref: 1. Tender No.1 3 0 1 1 / 1 7 / 2 0 2 0 - A P D - W R - N A G P U R
2. Tender ID (E-BID No.) -2021_AAI_67783_1
3. Name of Work - Supply Installation, Testing & Commissioning of Laying 24 Core OFC in Redundant Path Between Old Terminal Building & ATS Building At DBAI Airport, Nagpur.
4. Your offer documents against the above mentioned Tender.

Subject: - Work order for Supply Installation, Testing & Commissioning of Laying 24 Core OFC in Redundant Path Between Old Terminal Building & ATS Building at DBAI Airport, Nagpur.

Dear Sir,

Reference is made to the above mentioned correspondence and your offer submitted against above referred tender.

Airports Authority of India hereinafter referred to as purchaser, is pleased to place a purchase order for Supply Installation, Testing & Commissioning of Laying 24 Core OFC in Redundant Path Between Old Terminal Building & ATS Building At DBAI Airport, Nagpur as per terms and conditions, specifications contained in reference documents. M/s Jamanalal Gurjar Udaipur hereinafter referred to as supplier.

All the terms and conditions of NIT form are the part of the Purchase order.

1. The Price

The Price of above mentioned SITC at DBAI Airport, Nagpur is Rs. 18,77,000.00 (Rs. Eighteen Lakh seventy seven Thousand only) Excluding GST as applicable and inclusive of all other applicable Taxes and levies. The price of above SITC is firm and fixed.

2. Bill of material and cost of the work order:

SI No.	Item Description	Qty	Rate	AMOUNT
1.	Supply of 24 core single mode Multitube OFC armoured cable(As per NIT Annex-II Serial No. 01)	3000 meters	70.00	210000.00
2.	Supply of Joint Closure. (As per NIT Annex-II Serial No. 02)	05 No.	3000.00	15000.00

3.	Supply of Rack mount 24 core Fibre distribution panel suitable for SC type patch cord only. (As per NIT Annex-II Serial No. 03)	06 No.	10000.00	60000.00
4.	Supply of Ethernet Media converter (As per NIT Annex-II Serial No. 04)	08 pairs.	6000.00	48000.00
5.	Supply of SC to SC Single mode OFC patch cord -1 meter. (As per NIT Annex-II Serial No. 05)	24 No.	1500.00	36000.00
6.	Supply of 12 U rack (fully loaded) suitable for 24 core FDP. (As per NIT Annex-II Serial No. 06)	04 No.	12000.00	48000.00
7.	GPR: Ground penetrating radar scan of proposed route. (As per NIT Annex-II Serial No. 07)	2500 Meters	40.00	100000.00
8.	Supply of UNDER GROUND CONDUIT PIPE- of Single High-Density Polyethylene (HDPE pipe) Permanently Lubricated Ducts for OFC underground conduit of inner diameter of 50 mm (As per NIT Annex-II Serial No. 08)	3000 Meters	100.00	300000.00
9.	OFC laying with HDPE Pipe Through Horizontal Directional Drilling (HDD) machine. (As per Annex-II Serial No. 09)	2500 Meters	380.00	950000.00
10.	Installation Testing and Commissioning of work. (As per NIT Annex-II Serial No. 10)	1 Job	110000.00	110000.00
	TOTAL			18,77,000.00

3. Time Schedule (As per Tender Terms and Condition)

SL. No.	NAME OF THE EVENT	DATE	REMARKS
01.	EFFECTIVE DATE	05.05.2021	INTIMATION BY EMAIL/FAX
02.	SIGNING CONTRACT ON AWARD	20.05.2021	ON Rs.100.00 NON JUDICIAL STAMP PAPER (Annexure-A of work order)
03.	SUBMISSION OF PBG	04.06.2021	ON Rs.100.00 NON JUDICIAL STAMP PAPER (Annexure-VIII of tender document)
04.	COMPLETION OF JOB		35 days from Effective Date.

*Effective date is defined as under: Date of acceptance of purchase order/Work Order by the supplier.

4. Terms of Payment:

- A) 90% of purchase order price for complete of **SITC AT DBAI AIRPORT, NAGPUR** including documentation against receipt of goods at site in good physical condition on submission of the following documents in ORIGINAL.

- (1) Pre- receipted GST Invoice/billing in triplicate after completion of job.
- (2) Itemized Packing list with cost of each item + 2 copies.

- (3) Certificate of **completion/Installation issued** by authorized representative of AAI after completion of site.
- (4) Delivery Challan in 2 copies with duly receipt of items at consignee's site.
- (5) Payment shall be released after acceptance of the supply, installation & commissioning report only.
- B) Balance 10% of the amount will be deducted towards the Security deposit from the payment that will be returned after completion of 01 year onsite Warranty/ guarantee period (or as offered by the manufacturer) whichever is higher, from date completion of SITC (if the contractor does not submit the PBG with validity till 90 days after completion of warranty period). Format of the PBG as per **Annexure VIII of tender Document**.
- C) **Payment will be made as per actual requirement & measurement for SL no 07,09 as mentioned in Annexure-II of Tender Document, after successful completion of SAT.**

5. **Paying Authority:**

- 5.1 The GM ATM/CIC Airports Authority of India, DBAI Airport Nagpur Maharashtra 440005
- 5.2 Payment shall be released through Bank Transfer/RTGS; the Supplier/Contractor is required to submit his bank details in his letter head pad or in the form of cancelled cheque

6. **Liquidated Damages / Compensation for Delay:**

- 6.1 Time is the essence of the Contract.
- 6.2 If the contractor fails to complete the supply / work within time fixed under the contract, he shall pay to the AAI without prejudice to any other rights or remedy as may be available to the purchaser, an agreed compensation amount calculated @1/2% of the total value of the uncompleted portion of the work per week or part thereof subject to a maximum value equal to the value of the Performance Bank Guarantee.
- 6.3 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.
- 6.4 Appeal for waiver of compensation for delay with due justification shall be decided as per the provisions of relevant clause 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. **Guarantee/Warranty:**

- 7.1 The material supplied should be under Guarantee/warranty for a period of minimum ONE year or as offered by the manufacturer whichever is more, commencing from "Commissioning Date". AAI shall appoint maintenance in-charge for the purpose of implementation & monitoring of the work.

7.2 Complete hardware and Software shall be guaranteed against all defects/bugs and for a satisfactory performance, as per all the listed features, during the service period.

7.3 The contractor shall attend at his own expense and get the defect/bugs removed in the systems as detected by AAI during the period of warranty.

8 Performance Bank Guarantee:

8.1 The contractor shall submit an unqualified Contract performance guarantee (in lieu of Contract Performance security) of the value equivalent to 10% (ten percent) of the total contract price to AAI in the form of an irrevocable and unconditional bank guarantee on scheduled commercial bank as per Performa attached as **Annexure-VIII**. The guarantee shall be submitted within 30 calendar days from the Effective Date, and will be valid till 90 days after the end of the period of contract. In case contractor 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 EMD or First running Bill. In case, contractor fails to submit performance bank guarantee within 60 days, AAI reserve the right to forfeit EMD and 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 contractor, in addition to other provisions of the guarantee:

8.3.1 The Hardware / Software supplied under the contract shall be free from all defects / bugs and upon written notice from AAI, the contractor shall fully remedy, free of expenses to AAI, all such defects / bug as developed under the normal use of the said hardware / software within the period of guarantee/Warranty.

8.3.2 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 performance guarantee will be returned to the contractor at the end of the warranty period.

8.5 The contractor as per operation, installation, maintenance manuals and performance guarantee tests supplied by the contractor, will do the loading, installation & commissioning of systems. The contractor will be fully responsible for the guaranteed performance of the supplied systems and warranty obligations. In case of any problem after commissioning and during guarantee period the contractor will depute his supervisor(s) to AAI's site within 24 hours

9 **POST INSTALLATION ACCEPTANCE TESTING/INSPECTION:**

The testing/inspection shall be performed after the completion of installation. The inspectors shall verify the component level details during this testing and shall sign the installation report after completion of the post installation testing. Defects/shortcomings brought out in this testing shall have to be attended as per the contract within the permitted time schedule.

10 **BILLING AND SHIPPING ADDRESS:**

- a) O/o General Manager (ATM)/CIC, Airports Authority of India, Radar Building, ATS Complex, DBAI Airport, Nagpur-440005.

11 **PATENTS, LIABILITY & COMPLIANCE OF REGULATIONS:**

- a) Contractor shall also protect and fully indemnify AAI from any claims from contractor firm's workmen/employees, their heirs, dependents, representatives etc. or from any other person (s) or bodies/companies etc. for any act of commission or omission while executing the order.
- b) Contractor shall be responsible for compliance with all requirements under the Indian & International laws and shall protect and indemnify AAI completely from any claims/penalties arising out of any infringements by contractor firm or its workmen/employees.

12 **PACKING AND MARKING FOR SUPPLIES REQUIRING AAI ASSISTANCE & HANDLING:**

- a) All packing shall be strong enough to withstand rough handling during loading, unloading and transporting of the packages. Fragile articles shall be packed with special precaution and shall bear the marking like 'Fragile', 'Handle with care' and 'This Side Up' etc.
- b) All delicate surfaces of goods shall be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- c) Wherever required material shall be packed in polyethylene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect the material. The contractor firm shall be held liable for all damages or breakage of the goods attributable to defective or insufficient packing as well as for corrosions due to insufficient protection.
- d) On three sides and top of package, markings as desired by AAI, shall be provided with indelible paint.

13 **TERMINATION OF INSOLVENCY:**

The AAI may at any time terminate the Contract by giving written notice to the supplier, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will secure thereafter to AAI. In the event of termination, 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.

14 Other Term & Conditions:

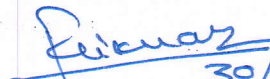
14.1 This letter of award of the work shall form a part of the contract and all terms & conditions mentioned in AAI E-Tender No. 1 3 0 1 1 / 1 7 / 2 0 2 0 - A P D - W R - N A G P U R (Tender Id- 2021_AAI_67783_1) published in website www.etenders.gov.in shall be applicable on this contract / Work Order and shall remain unchanged and binding to both the parties i.e. AAI and M/s Jamanalal Gurjar

14.2 M/s Jamanalal Gurjar is required to enter into an agreement to be signed on Rs.100/- non-judicial stamp paper (to be stamped in accordance with stamp act) with Airports Authority of India within 15 days from the Effective Date. The format of the agreement is enclosed as "Annexure-A" of this letter awarding work.

15 AAI GSTN is: 27AAACA6412D1Z8.

16 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.

17 Please acknowledge the receipt of this letter.


30/04/21

(P.P. Nikhar)

Jt.GM (CNS),

Airports Authority of India

D.B.A.I. AIRPORT, Nagpur.

AGREEMENT (On INR 100/- Non-Judicial Stamp Paper)

Annexure-A

For Supply Installation, Testing & Commissioning of Laying 24 Core OFC in Redundant Path Between Old Terminal Building & ATS Building at DBAI Airport, Nagpur

Between

The GM ATM/CIC, Airports Authority of India, DBAI Airport, Nagpur

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 GM ATM/CIC Airports Authority of India, DBAI Airport Nagpur (hereinafter called the "AAI"), the expressions "Contractor" and "AAI" shall mean their successors, legal representatives or assigns, **Supply Installation, Testing & Commissioning of Laying 24 Core OFC in Redundant Path Between Old Terminal Building & ATS Building At DBAI Airport, Nagpur**

WITNESSETH,

WHEREAS, AAI invited offers for **Supply Installation, Testing & Commissioning of Laying 24 Core OFC in Redundant Path Between Old Terminal Building & ATS Building At DBAI Airport, Nagpur**

WHEREAS, the Contractor has offered **Supply Installation, Testing & Commissioning of Laying 24 Core OFC in Redundant Path Between Old Terminal Building & ATS Building At DBAI Airport, Nagpur**. 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 **Supply Installation, Testing & Commissioning of Laying 24 Core OFC in Redundant Path Between Old Terminal Building & ATS Building at DBAI Airport, Nagpur**, comprised in Volumes- (Numbers), including Drawings and Maps supplied by AAI.
2. Tender corrigendum no. 1,2
3. Tender clarifications offered by AAI subsequent to the Bidders queries by AAI (Date).

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's), Clarification on data sharing between AAI, DBAI Airport Nagpur and offered by the Contractor vide his letter dated (Date).
9. Reference of Purchase order issued/acceptance of bidder for and on behalf of Contractor for and on behalf of Chairman, AAI.

For and on behalf of Contractor

For and on behalf of Chairman, AAI

Signature
Name of the Executive
Designation

Signature
Name of the Executive
Designation

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