

Ref NO. AAI/VORY/CNS/Digital Clock/Procurement

Date : 23rd June, 2021

M/S AVRONICA SOLUTIONS PVT LTD

H/no- 37, Ramjaipal Nagar,

Danapur , Patna

Bihar – 801503

Subject: Purchase order for SITC of GPS based Synchronized Master and Slave Digital Clocks at Rajahmundry Airports

Dear Sir,

Refer our NIT NO : AAI/VORY/CNS/Digital clock/2021 Dated : 19th March ,2021 where in the offer for the above work has been submitted by your firm. The approval of the competent Authority is hereby conveyed for acceptance of your offer. Details of the items to be supplied and terms & conditions are given hereunder:

Sl.No	ITEM DESCRIPTION	QTY	UNIT	UNIT RATE (INR)	TOTAL AMOUNT (INR)
1	GPS Master Clock Digit Size: 100mm	2	Nos	20,000/-	40,000/-
2	GPS Master Clock Digit Size: 50mm	8	Nos	15,000/-	1,20,000/-
3	Digital Slave Clock Digit Size: 50mm	19	Nos	12,000/-	2,28,000/-
4	Unmanaged 24 port Ethernet switches	2	Nos	18,000/-	36,000/-
5	Unmanaged 8 port Ethernet switches	5	Nos	6,000/-	30,000/-
6	Laptop	1	No	53,000/-	53,000/-
7	Supply of Cat 6 cable	610	mtrs	22/-	13,420/-
8	Supply of conduit/PVC pipe/recess/clamps concealed with connectors, termination etc. and with appropriate accessories for Laying Cat 6 cable	610	mtrs	20/-	12,200/-
9	Charges for Supply, Installation, Testing, commissioning (SITC) with 3 years warranty	1	Job	40,000/-	40,000/-
	Grand total				5,72,620/-

Grand total in words Rupees Five Lakh Seventy Two Thousand Six Hundred Twenty Only

1.PRICE :

1.1. The items will be supplied at a total cost of Rs 5,72,620/-

(Rupees Five Lakh Seventy Two Thousand Six Hundred Twenty Only) inclusive of packing & forwarding, , Freight & insurance charges and installation charges.

2 TERMS OF PAYMENT :

Payment to the bidder firm shall be made in the following manner:

i) 100% of quoted amount in INR for supply, installation and testing , on completion of SAT certified by authorized representative of AAI, Against the submission of following documents:

a) Invoice +2 copies (in ORIGINAL, Station-wise).

b) Itemized packing list with cost of each item +2 copies (in ORIGINAL)

c) copy of SAT completion document

d) Performance Bank Guarantee.

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

3.Security Deposit:

10% of order value shall be furnished as a guarantee of material / workmanship for a period of 90 days beyond warranty/guarantee period from the Nationalized Bank otherwise 10% amount will be deducted from the bill and the same will be released after completion of the guarantee period. No interest will be paid on security deposit.

4 PAYING AUTHORITY:

The Regional Executive Director
Airports Authority of India,
Regional Headquarters, South Region,
Chennai .

5. CONSIGNEE:

Asst. General Manager (CNS)/CNS in Charge
Airports Authority of India
ACS COMPLEX Rajahmundry Airport Madhurapudi
Andhra Pradesh - 533102

6. TIME SCHEDULE:

The supply and installation of items shall be completed within 30 days from the date of the acceptance of purchase order.

7. LIQUIDATED DAMAGES:

7.1 In case of delay in completion of the contract beyond 30 days from the date of acceptance of purchase 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.

7.2 AAI is satisfied, that the work can be completed by the supplier within a reasonable time after the specified time for the completion, may allow further extension of time at its discretion with or without the Levy of L/D. In the event of extension granted within levy of L/D, AAI will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the supplier an agreed compensation amount calculated @1% of the total value of the uncompleted portion of the work per week or part thereof subject to a maximum of 10% of total contract value.

8. TIME ESSENCE OF THE CONTRACT:

8.1 The time and date of completion of the supply as contained in the contract proposal and as agreed to contractually after modification, if any, shall be final and binding upon the supplier. It must be understood that the supplier has made the proposal after fully considering all such factors which may have any further bearing on the time schedule of the contract, and no extension in the schedule what so ever shall be permitted on this account by the AAI.

9. DELAY AND CONFORMANCE:

9.1 In case of the above time schedule include levy of liquidated damages for late delivery of equipments as contained in part 6 and 7 of this section not being adhered to. AAI has the right to cancel the order wholly or in part thereof without any liability to cancellation charges and procure the goods elsewhere in which case the supplier can make good the differences in the cost of goods procured elsewhere and price set 4th in the order in the supplier.

9.2 In the event of projection of non conforming goods the supplier shall be allowed to correct the non conformities without extension and delivery period. If the supplier fails to do so within the stipulated time, the purchaser shall have the right to take recourse 8.1.

10) DEDUCTIONS FROM CONTRACT PRICE:

10.1. All costs. Damage or expenses which the AAI may have paid, for which under the contract the supplier is liable, will be claimed by the Airports Authority of India (AAI). All such claims shall be billed by the AAI to the supplier regularly as and certified vouchers or explanations to enable the supplier to properly identify within fifteen days of the receipt of the corresponding bills and if

not paid by the supplier within said period the AAI may then deduct the amount from any moneys due or becoming due to the supplier under the contract or may be recovered by actions of law or otherwise, if the supplier fails to satisfy the AAI of such claims.

11) TERMINATION OF CONTRACT AT PURCHASER'S INITIATIVE:

11.1 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.

11.2 The supplier upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable they are related to the work terminated and terms satisfactory to the work terminated, and assist the AAI in maintenance protection, and disposition of the work acquired under the contract by the AAI.

12) FORCE MAJEURE CLAUSE:

12.1 The purchaser may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the supplier control, subject to what is stated in the following sub paragraphs and to the procedures detailed therein being following. Force majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of god (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un declared). Hostilities, national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days) at supplier's factory. The supplier's factory. The supplier's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

12.1.1 The within 10 days after the occurred of a case of force majeure but before the expiry of the stipulated date of completion. The supplier informs the purchaser in writing that the supplier considers himself entitled to an extension of the time limit.

12.1.2 That the supplier produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.

12.1.3 That the supplier proves that the said conditions have actually been interfered with the carrying out of the contract.

12.1.4 That the supplier proves that the delay occurred is not due to his own action or lack of action.

12.1.5 Apart from the extension of the time lime limit, force majeure does not entitle the supplier to any relaxation or to any compensation of damage or loss suffered.

13) ARBITRATION AND LAWS:

13.1 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, drawing , specifications, estimates, instructions, orders or there conditions or otherwise concerning the work, 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 settled 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. Shall be settled under the rules of Indian Arbitration and conciliation act, 1996. The venue of arbitration shall be New Delhi, Indian. 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.

13.2 This contract shall be governed by Indian laws.

14. GUARANTEE/WARRANTY:

14.1 All goods or material shall be supplied strictly in accordance with the specifications. No deviation from such specifications of these conditions shall be made without purchaser's agreement in writing which must be obtained before any work against the order is commenced. All materials furnished by the supplier pursuant to the order (irrespective of whether engineering/design or other information has been furnished, reviewed or approved by AAL) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by AAI) and shall be free from faulty design to the extent such design is not furnished by AAI. The goods/material used by the supplier and its workmanship should be of proper quality so as to fulfill in all respects the operating conditions and other requirements specified in the order.

14.2 If any trouble or defect originating with the design, materials, workmanship or defect originating with the design, materials arise any time prior to **THREE YEAR FROM THE DATE OF INSTALLATION**. And the supplier notified thereof, the supplier at his own expense and at no cost to purchaser as promptly as possible make such alternations, repairs and placements at site as may be necessary to permit the functioning of the equipment in accordance shall be extended for a period equal to the turnaround time (out of service period).

14.3 The purchaser may at its option remove such defective material at the supplier's expense, if the supplier does not act reasonably after being informed.

14.4 In the event that materials supplier do not meet the specifications and/or are not in accordance with the drawings, data sheets and rectification is required as site, purchaser shall inform the

supplier giving full details of deficiencies, the supplier shall attend at his own expenses to meet and agree with the representatives of AAI and take rectification/replacement to make the system functional as per specifications.

15. PACKNG&FORWARDING:

15.1 All packing should be strong enough to withstand rough handling by loaders, up-loaders and other transporter. Fragile articles should be packed with special precautions and should bear the making like fragile, handle with care and/or 'this side UP ' etc

15.2 All delicate surfaces of equipment/goods should be carefully protected and painted with protective paint/ compound and wrapped to prevent rusting and damage.

15.3 Attachment and spare parts of equipment and all small pieces be packed in wooden cases with adequate protection inside the case and wherever possible should be sent along with the major equipment. Each item shall be tagged so as to identify it with the main equipment and part no and reference no shall be indicated.

15.4 All protrusions and threaded fittings shall be suitably protected and openings shall be blocked by covers.

15.5 Wherever required equipment material shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them. Pipes / tubes made of stainless, copper etc. shall be packed in wooden cases irrespective of sizes. The supplier shall be held liable for all damages or breakages to the good due to the defective or insufficient packing as well as for corrosion due to insufficient protection.

15.6 On three sides and top of package, marking as desired by the purchaser, shall be done with intelligible paint.

16). PATENTS, SUPPLIER'S LIABILITY&COMPLIANCE OF REGULATIONS;

16.1. The supplier shall protect and fully indemnify the purchaser form any claims for infringement of patents, copy right, trade mark or the like.

16.2 The supplier shall also protect and fully indemnify the purchaser from any claims from supplier's workmen/employees, their heirs, dependent, representatives etc. or from any other person(s) or bodies/ companies etc. for any Act of commission or omission while executing the order.

16.3 The supplier shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the purchaser from any claims/penalties arising out of any infringements and indemnify completely the AAI from any claims/penalties arising out of any infringements.

17. EFFECT AND JURISDICTION OF PURCHASE ORDER

17.1. The order shall be considered as having come in to form the date of issue of this purchase order by AAI .

17.2. The law applicable to this contract shall be the law enforced in Indian.

The courts of Delhi shall have exclusive jurisdiction in all matters arising under this purchase order.

18. EFENCE OF SUITS:

18.1. if any action in court is brought against the purchaser or an officer or agent of the purchaser for the failure or neglect on the part of the supplier to perform any acts, matters, covenants or things under the contract, or negligence on the part of the supplier, his agents, representatives or his sub-suppliers, workmen. Supplier or employees, the supplier shall in all such cases indemnify and keep the purchaser, and/or his representative, harmless from all losses, damages, expenses or decrees arising all such action.

Rest of terms and conditions remain as specified in the tender.

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

(BHASKAR CHILUKURI)

CNS in Charge
Airports Authority of India
Rajahmundry Airport
Andhra Pradesh - 533102

Signature Not Verified

Digitally signed by BHASKAR CHILUKURI
Date: 2021.11.05 17:52:24 IST
Location: eProcurement System for
Central PSUs