भारतीय विमानपत्तन प्राधिकरण
पश्चिमी क्षेत्र मुख्यालय
AIRPORTS AUTHORITY OF INDIA
WESTERN REGION, HQRS.

Ref. No: AAI/WR/MUM/CNS-Stores/PO-18/2021-22/432 23 November, 2021

To,

M/s. SINGH CORPORATION
3A/88, W.E.A,
Karol Bagh,
New Delhi – 110 005.

SUBJECT: PURCHASE ORDER for "SUPPLY OF 48 V DC POWER SUPPLY FOR HF TRASMITTER AT CNS, MUMBAI.

REFERENCES:

i) Tender Ref. No. AAI/CNS/MUM/08/2021-22.
ii) Tender ID: 2021_AAI_87363_1.
iii) Your Bid No. 325059.
iv) LOI issued by AAI: AAI/WR/MUM/CNS-Stores/LOI/2021-22/429 dated 16/11/2021.
v) Acceptance of LOI by the contractor vide email of dated 19/11/2021.
vi) Any other correspondence in connection with the Tender.

Sir/ Madam,

1. Reference is made to the above-mentioned correspondences and your offer (Technical, Commercial proposal & various subsequent clarifications) submitted against above referred tender.

2. In this regard, Airports Authority of India (herein referred to as purchaser), is pleased to place a purchase order for **"Supply of 48 V DC Power Supply for HF Transmitter at CNS, Mumbai"** as per details in **Annexure-I** to **M/s SINGH CORPORATION,** (hereinafter referred as contractor).

3. **PRICE:** The items in the **Annexure-I** shall be supplied and work executed by **M/s SINGH CORPORATION**, at a total cost of **Rs.950042/-** (Rupees Nine Lakhs Fifty Thousand Forty-Two Only) inclusive of Taxes, Duties, Levies, Freight, Insurance etc. and **including GST.**

4. **TIME SCHEDULE: As per Annexure-II to this letter of award.**

5. **PAYMENT TERMS: As per Annexure-II to this letter of award.**

6. **PAYING AUTHORITY:** Regional Executive Director, Airports Authority of India, Mumbai shall be the paying authority for deliverables under this Purchase Order.

Bills may please be raised as per the delivery of items in the name of General Manager (CNS)-Mumbai, Airports Authority of India, Mumbai-400 099.

7. CONSIGNEE:

7.1 The items mentioned as per Annexure-I is to be delivered at the following address.
Dy. GENERAL MANAGER (ATSEP) - CNS STORES,
O/o GENERAL MANAGER (CNS),
AIRPORTS AUTHORITY OF INDIA,
ATS COMPLEX, SUTAR PAKHADI ROAD, NEAR SAHAR CARGO COMPLEX,
ANDHERI (E), MUMBAI - 400 099.
CONTACT NO: 022-2681 9437 / 2682 8023

8. FREIGHT AND INSURANCE:
Contractor is responsible for delivering the items up to Consignee Location. He shall make his own arrangement for obtaining Road permits/entry passes for transporting the system to Consignee Location; however, AAI will provide the requisite documents for obtaining road permits i.e. copy of purchase order, authorization letter etc. Nothing extra shall be paid by AAI.

9. PERFORMANCE BANK GUARANTEE, LIQUIDATED DAMAGES and GUARANTEE / WARRANTY: As per Annexure-II to this letter of award.

10. This letter of awarding of the work shall form a part of the contract and all terms and conditions mentioned in the tender document and subsequent modifications (if any) circulated through corrigenda to the tender shall be a binding on both the parties, i.e. AAI and M/s System Solutions.

11. A copy of this award letter is to be returned duly signed in each page, to this office as a token of your acceptance.

12. SIGNING OF THE AGREEMENT: M/s SINGH CORPORATION is required to enter into an agreement within 30 days from the date of issue of this purchase order on a Non-Judicial stamp paper of Rs.100/-. Cost of non-judicial stamp paper will be borne by the contractor.

13. Please acknowledge the receipt of this purchase order.

23/11/21
(R.V. TALPE)
Dy. General Manager (ATSEP)
For General Manager (CNS)-Mumbai
Airports Authority of India, Mumbai-99

Encl:
Annexure - I: Bill of Material & Cost of the work order.
Annexure - II: Terms & Conditions.
Annexure - III: Agreement Proforma.
Annexure - IV: PBG Proforma.

NOO:

Copy to:
1) General Manager (CNS)-Mumbai, Airports Authority of India, Mumbai-99.
2) Jt.General Manager (Vig.), Airports Authority of India, Mumbai-99.
3) Jt.General Manager (Fin.), Airports Authority of India, Mumbai-99.
4) Jt.General Manager (CNS)/ TX Stn., Airports Authority of India, Mumbai-99.

ANNEXURE–I

Bill of Material & Cost of the work order

Name of Work: SUPPLY OF 48 V DC POWER SUPPLY FOR HF TRASMITTER AT CNS, MUMBAI.

(A) BILL OF MATERIAL:

SN	Description	Make	Model	QTY
1	**Supply of 48 V DC Power Supply for HF Transmitter at CNS, Mumbai.**			
1.01	48 V DC Power Supply	Delta	3x4 KW Rectifier Modules	**08**

(B) COST OF WORK ORDER:

SN	Description	Qty.	Unit	Basic Unit Rate Rs.	Amount Rs.
1	**Supply of 48 V DC Power Supply for HF Transmitter at CNS, Mumbai.**				
1.01	48 V DC Power Supply	08	Nos.	100640.00	805120.00
	GST @ 18%				144922.00
	Grand Total				**950042.00**
Rupees Nine Lakhs Fifty Thousand Forty-Two Only Inclusive of GST					

(R.V. TALPE)
Dy. General Manager (ATSEP)
For General Manager (CNS)-Mumbai
Airports Authority of India, Mumbai-99

ANNEXURE –II

Ref: AAI/WR/MUM/CNS-STORES/ PO-18/2021-22/432 Date: 23/11/2021

The time schedule, Payment terms, Performance Bank Guarantee, Liquidated damages and Guarantee / Warranty shall be as detailed below:

Tender Clause	Details
Section-III	
4	**Performance Bank Guarantee (PBG):**
4.1	The successful bidder shall furnish the Contract Performance Bank Guarantee as specified in the tender within 30 days of acceptance of purchase/work order. The value of Performance Bank Guarantee shall be @ 3% of the total project cost for performance guarantee/warranty period from the issue of purchase order. This has to be done in a fixed period of time as per terms and conditions of the tender to avoid any delay in execution of work. In case of delay in execution of work the bidder shall be required to proportionately extend the PBG. 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 EMD or First running Bill. In case successful bidder fails to submit performance bank guarantee within 60 days from the date of issue of work order, AAI reserves the right to forfeit EMD and cancel the order.
4.2	Performance Bank Guarantee is to be furnished by successful bidder within 30 days after notification of the award and it should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
4.3	The performance Bank Guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.
4.4	The Performance Bank Guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee:
4.4.1	The items supplied under the contract shall be free from all defects / bugs and upon written notice from AAI, the successful bidder shall fully replace the defective items, free of any expenses to AAI.
4.4.2	The Performance Bank Guarantee is intended to secure the performance of the entire system/items. However, it is not to be construed as limiting the damages stipulated in any other clause.
4.5	The Performance Bank Guarantee will be returned to the successful bidder at the end of the period of liability without interest.
4.6	The successful bidder will be fully responsible for the guaranteed performance and also genuineness of the supplied items. In case of any problem arises the successful bidder will depute required resources to AAI's site within two weeks to remove all defects at contractor's cost.
4.7	The acceptance of valid reasons for non-compliance to clause 4.6 above shall attracts a fine at the whole discretion of AAI (subject to maximum 10% of the Contract Value) and AAI's decision with regard to imposition of the fine shall be final. The fine shall be recovered from the Performance Bank Guarantee.
4.8	PBG shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 90(ninety) days of completion of all such obligations including the warranty under the contract.

4.9	The successful bidder shall submit BG (PBG/BG-SD/FBG) in accordance with the bank details. CORPORATE NAME : AIRPORTS AUTHORITY OF INDIA BANK NAME : ICICI BANK IFSC CODE : ICIC0000007 BG ADVISING MESSAGE : IFN 760COV (BG ISSUE) UNIQUE IDENTIFIER CODE : AAIRHQWR
4.9.1	While submitting the documents to BG issuing bank the vendor will also submit the request letter to the BG issuing bank as per Annexure-V of E-Tender: (B) PROFORMA FOR REQUEST LETTER TO THE BG ISSUING BANK.
5	**SECURITY DEPOSIT:**
5.1	3% of total amount will be deduced from the bill as Security Deposit in the event of failure in submitting performance bank guarantee within stipulated time. However same will be released after submission of performance bank guarantee.
8	**LIQUIDATED DAMAGES:**
8.1	A sum equivalent to 0.5 (half) per cent per week for the price of uncompleted portion / activity / delivery of contract cost executed / completed beyond delivery schedule is recovered as liquidated damages. The total damages shall not exceed 10 (Ten) per cent of the value of delayed goods. The liquidated damages shall be calculated on the base cost without the Govt. taxes and duties. 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.
8.2	**Delay in any stage of work shall invite L.D. according to value of the activity as defined above.** 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-VI.** 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 (half) per cent 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 excluding Govt. taxes and duties.
22	**PAYMENT TERMS:**
22.1	**Payment will be released for against receipt of goods at site in good condition on submission of the following documents in ORIGINAL:**
22.2.1	Invoice + 2 copies
22.2.2	Itemized Packing list + 2 copies
22.2.3	Certificate from AAI's user department to the effect that the supplied goods are received at site in physically good packed condition and operation is satisfactory.
23	**GUARANTEE/WARRANTY:**
23.1	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 AAI's agreement in writing must be obtained before any work against the order is commenced. All materials furnished by the successful bidder pursuant to the Order (irrespective of whether engineering/design or other information has been furnished, reviewed or approved by AAI) are required to be 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 successful bidder 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.

23.2	If any trouble or defect originating from the design, materials, workmanship or operating characteristic of any materials arise **during warranty period** bidder is notified thereof, the bidder at his own expense (including freight, duty and customs for items sent for repair) and at no cost to AAI, as promptly as possible make such alterations, repairs and replacement at the site as may be necessary to permit facilitate the functioning of the equipment in accordance with the specifications. The warranty period of repaired or replaced goods shall be extended for a period equal to the turnaround time (out of service period).
23.3	In the event that the materials supplied do not meet the specifications and/ or are not in accordance with the drawings and datasheets and rectification as required at the site. AAI shall inform the bidder giving full details of deficiencies. The bidder shall at his own expense, meet and agree with the representatives of AAI the action required to correct the deficiencies and shall attend to the deficiencies at his own expense. Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.
23.4	Successful bidder shall repair the unserviceable items failed during the warranty period within turnaround time of 10 days (for Indian suppliers). Turnaround period is defined as the time period between the unserviceable item received by the supplier in factory and time when serviceable item is dispatched from the factory. Any delay in repairing the unserviceable card shall attract Liquidated Damage (LD) which shall be deducted either from the performance Bank Guarantee or from Security Deposit.
23.5	AAI reserves the right to en-cash complete value of performance Bank guarantee or forfeit security deposit, if the performance of supplied items is not satisfactorily without assigning any reason.

Section-IV

3	**SUPPLY & TIME SCHEDULE:**
3.1	The supply/work as per the Notice Inviting Tender shall be completed within **08 Weeks from the date of issue of purchase order or from the date of site readiness whichever is later.**
3.2	The Items shall be supplied on door delivery basis to sites as per address mentioned at Sr No.7 of this purchase order.
6	**Warranty: Minimum 1-year warranty** shall be provided on the supplied items/equipment. Whereas, additional warranty period as specified by OEM shall be extended to AAI.

(R.V. TALPE)
Dy. General Manager (ATSEP)
For General Manager (CNS)-Mumbai
Airports Authority of India, Mumbai-99

ANNEXURE-III

Proforma Agreement with Successful Bidder

AGRREMENT (on Rs.100/- Non-Judicial Stamp Paper) **for *Supply of 48V DC Power Supply for HF Transmitter at CNS, Mumbai*.**
Between

Airports Authority of India, Mumbai Airport, Mumbai-99, Maharashtra
And
(Name of the Contractor along with address)

THIS AGREEMENT, entered into this …………(Date) day of ………………(Month & Year) by and between ***M/s Singh Corporation*** (Name of Contractor), having its office at ***3A/88,W.E.A, Karol Bagh, New Delhi-110 005***. (Contractor's Office Address) (hereinafter called the "Contractor") and the Airports Authority of India having its office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi India (hereinafter called the "AAI"), the expressions "Contractor" and "AAI" shall mean their successors, legal representatives or assigns, for the **"*Supply of 48V DC Power Supply for HF Transmitter at CNS, Mumbai*"** at Airports Authority of India, MUMBAI Airport Mumbai-99, Maharashtra.

WITNESSETH

WHEREAS, AAI invited offers for the "**Supply of 48V DC Power Supply for HF Transmitter at CNS, Mumbai."** at Airports Authority of India, Mumbai Airport Mumbai-99, Maharashtra.

WHEREAS, the Contractor has offered to undertake "**Supply of 48V DC Power Supply for HF Transmitter at CNS, Mumbai."** 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:

AAI E-Tender Documents for the "**Supply of 48V DC Power Supply for HF Transmitter at CNS, Mumbai."** MUMBAI Airport, Mumbai-99, Maharashtra. supplied by AAI.

1. Tender corrigendum no. 1, 2...., if any.
2. Bid Documents submitted by the Contractor dated ***20/09/2021*** (Date) in fulfilling the contract requirements that includes the signed compliance.
3. Unconditional acceptance of AAI Tender conditions as given by the Contractor.
4. Queries raised by AAI during technical evaluation and technical clarification submitted by contractor in response thereof.
5. The price bid of the Contractor which was opened on ***22/10/2021*** (Date) and accepted by AAI.
6. Reference of LOI/Work order issued/acceptance of bidder. ***PO No: AAI/WR/MUM/CNS-Stores/PO-***

18/2021-22/432 Dated:23/11/2021 and acceptance of PO vide Letter No: ………………………………………………………………………. Dated:………/………/2021.

For and on behalf of Contractor For and on behalf of Chairman, AAI.

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

2. Witness: (Signature, Date, Name, Designation on behalf of Bidder / Firm)

ANNEXURE-IV

(A) PROFORMA PERFORMANCE BANK GUARANTEE

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

Ref: Bank Guarantee No:

Date…………………

To

AIRPORTS AUTHORITY OF INDIA

ATS Complex, Mumbai 400 099.

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) [herein after 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 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.

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

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………… (Rupees ……………………..only) 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).

(B) PROFORMA FOR REQUEST LETTER TO THE BG ISSUING BANK

Date:_____________

The Manager,
(Bank),
(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear Sir, /Ma'am

I/We, ________________________, request you to include unique identifier AAIRHQWR in field 7037 of the SFMS COVER MESSAGE IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank -IFSC-ICIC0000007).

Thanking you,

____

(Vendor/Customer/Concessionaire)

Signature Not Verified
Digitally signed by RAJARAM VITTHAL TALPE
Date: 2022.03.01 12:07:47 IST
Location: eProcurement System for Central PSUs