



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

Ref. No: AAI/WR/MUM/CNS-Stores/PO-31/2021-22/457

22nd March, 2022

To,
M/s Delta Electronics India Private Limited
A-1619, Rupa Solitaire,
IT Park Building, Plot No-MBP 2,
Sector-1, MIDC, Mhape,
Navi Mumbai-400710.

Subject : Purchase Order for SITC of 2X60KVA UPS with Battery Bank along with CAMC (post warranty) under buyback at L-Band Radar, CNS, Mumbai.

REFERENCES:

- i) Tender Ref. No. AAI/MUM/CNS/10/2021-22
- ii) Tender ID: 2021_AAI_91539_1
- iii) Your Bid No.339544
- iv) LOI issued by AAI: AAI/WR/MUM/CNS-Stores/LOI/2021-22/423 dated 07/03/2022
- v) Acceptance of LOI by Contractor vide email dated 16/03/2022
- 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 **"SITC of 2X60KVA UPS with Battery Bank along with CAMC (post warranty) under buyback at L-Band Radar, CNS, Mumbai as per details in Annexure-I to M/s Delta Electronics India Private Limited, (hereinafter referred as contractor).**
3. **PRICE :** The items in the **Annexure-I** shall be supplied and work executed by **M/s Delta Electronics India Private Limited**, at a total cost of **Rs.38,53,086/-** (Rupees Thirty Eight Lakhs Fifty Three Thousand Eighty Six Only) inclusive of all taxes, freight, Insurance, packaging, forwarding & all other associated costs etc. **Excluding 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.
(AAI , MUMBAI GST NO : 27AAACA6412D1Z8)

7. **CONSIGNEE:**

7.1 **The items mentioned as per Annexure-I is to be delivered at the following address.**

**L- Band Radar Building,
Juhu Airport, SV Road,
Opposite Nanavati Hospital,
Vile Parle West, Mumbai -56.**

The UPS and the batteries has to be delivered at **L-Band site first floor.**

CONTACT NO: 1) Ankush Sohaney , Sr. Manager (Elex), Mob: 8889185588
Email: radarcnsvabb@aai.aero

2) Vikram Singh Kanesh, Manager (Elex), Mob: 9459718483
Email: radarcnsvabb@aai.aero

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 Delta Electronics India Private Limited.

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 Delta Electronics India Private Limited 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.



22/03/22

(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

ANNEXURE-I

Bill of Material & Cost of the work order

Name of Work: SITC of 2X60KVA UPS with Battery Bank along with CAMC (post warranty) under buyback at L-Band Radar, CNS, Mumbai.

(A) BILL OF MATERIAL:

SN	Description	Make	Model	QTY	Unit
A	SITC of 2X60KVA UPS				
A.1	UPS	Delta	DPH Series	02	Nos
A.2	Batteries	Quanta	12V/VRLA 120 Ah	02	Sets

(B) COST OF WORK ORDER:

SN	Description	Qty.	Unit	Basic Unit Rate Rs.	Amount Rs.
A	SITC of 2X60KVA UPS				
A.1.	UPS - 2X60KVA including Supply, Installation, Testing and Commissioning with Training Charges	2.00	Nos	1265000.00	2530000.00
A.2	Batteries	2.00	Sets	335000.00	670000.00
	Total (A)				3200000.00
B	Comprehensive Annual Maintenance Contract after post Warranty period of 01 year				
B.1	2X60 KVA UPS – 1 st year	1.00	Job	90000.00	90000.00
B.2	2X60 KVA UPS – 2nd year	1.00	Job	90000.00	90000.00
B.3	2X60 KVA UPS – 3rd year	1.00	Job	99224.00	99224.00
B.4	2X60 KVA UPS – 4th year	1.00	Job	99224.00	99224.00
B.5	2X60 KVA UPS – 5th year	1.00	Job	109394.00	109394.00
B.6	2X60 KVA UPS – 6th year	1.00	Job	109394.00	109394.00
B.7	2X60 KVA UPS – 7th year	1.00	Job	120606.00	120606.00
B.8	2X60 KVA UPS – 8th year	1.00	Job	120606.00	120606.00
B.9	2X60 KVA UPS – 9th year	1.00	Job	126638.00	126638.00
	Total (B)				965086.00
	Total (A+B)				4165086.00
C	Buyback rate of old 2X60KVA UPS with battery	2.00	Nos	156000.00	312000.00
	GRAND TOTAL [(A+B) – C]				3853086.00
Rupees Thirty Eight Lakhs Fifty Three Thousand Eighty Six Only excluding 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-31/2021-22/ 457

Date:22/03/2022

The time schedule, Payment terms, Performance Bank Guarantee, Liquidated damages and Guarantee / Warranty for the award no. AAI/WR/MUM/CNS-STORES/PO-31/2021-22/457 dated 22/03/2022 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/DBG) 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) : IFN 767COV (BG AMENDMENT) 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-VI of E-Tender: (B) PROFORMA FOR REQUEST LETTER TO THE BG ISSUING BANK.
5	SECURITY DEPOSIT :
5.1	3% of total amount will be deducted 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-VII of E-Tender . 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 shall be released on successful completion of supply of items and after submitting of following Documents:
22.2	No mobilization advance shall be paid.
22.3	70% of purchase order price for supply of items and 100% freight, insurance, taxes and duties against receipt of goods at site in good condition.
22.4	Balance 30% of goods cost and 100% of Installation and commissioning cost on completion of Installations and site acceptance by AAI.
22.5	Payment shall be released to the Contractor on submission of following documents:
22.5.1	Invoice plus 2 copies
22.5.2	Itemized Packing list plus 2 copies
22.5.3	Proof of dispatch of items i.e. factory gate passes etc.
22.5.4	Site acceptance certificate (from User Department) of goods received at site in physically good condition.
22.5.5	Installation / Commissioning Certificate duly attested by AAI's representative.
22.6	3% of total amount will be retained 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.

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 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	TIME SCHEDULE:
	The work as per the Notice Inviting Tender shall be completed within 14 weeks from the date of issue of work order or readiness of site whichever is later. The Items shall be supplied on door delivery basis.
6	Warranty and Comprehensive AMC (CAMC) of UPS must cover 10years.
7	Warranty Certificate of batteries to be furnished from OEM where period of warranty must be specified.


24/03/22

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