भारतीय विमानन अकादमी
राष्ट्रीय विमानन प्रबंधन केन्द्र एवं अनुसंधान समिति
Indian Aviation Academy
National Institute of Aviation Management & Research Society
A joint venture of AAI, BCAS & DGCA, Govt. of India

TRAINAIR PLUS
ICAO FULL MEMBER

Ref. No. IAA/IT/e-LMS/Work Order/2022-23 **Date: 30.06.2022**

To,
M/S Dhanush Infotech Private Limited
#1-8-448, Lakshmi Building, 5th and 6th
Floors, Begumpet, Hyderabad, Telangana
India-500003

Subject: Work order of "Development, Hosting and Maintenance of Learning Management System (LMS) at Indian Aviation Academy, New Delhi".

Reference: - 1. Tender ID: - 2022_AAI_114305_1.
2. Financial Tender opened on 15.06.2022.

Sir(s),

1. This is with reference to your offer and other documents referred above, for "Development, Hosting and Maintenance of Learning Management System (LMS) at Indian Aviation Academy, New Delhi", Indian Aviation Academy is pleased to place a work order for the same.
2. Your offer as mentioned above for the "Development, Hosting and Maintenance of Learning Management System (LMS) at Indian Aviation Academy, New Delhi." and the items as per the financial details & bill of material to this letter has been accepted by Director, Indian Aviation Academy.

3. PRICE:

3.1 The total cost of the work Rs.33,93,680/- (Rupees Thirty-Three Lakhs Ninety-Three Thousand Six Hundred Eighty Only) which is 34.36% below the estimated cost of Rs. 53,22,644/- which is inclusive of all other taxes/cess, levies and duties but exclusive of GST.

4. TIME SCHEDULE & PAYMENT TERMS:

4.1 As per clause 6,7,8 and 11 of General Terms and Conditions of the tender document IAA/IT/e-LMS/2022-23.

5. PAYING AUTHORITY:

5.1 The Executive Director (IAA), is the paying authority.

6. PROJECT MANAGEMENT

6.1 AM(IT), shall act as the Project Manager to this Contract for Indian Aviation Academy.

6.2 M/S Dhanush Infotech Private Limited. shall specify the name of its project officer(s) immediately on receipt of the Purchase Order.

Nilit
AM(IT) 30/6/2022

वसंत कुंज, नई दिल्ली 110070
फोन + :9 1 11 26134313
ईमेल :edtraining.niamar@aai.aero

Vasant Kunj, New Delhi 110070
Phone: +91 11 26134313
Email: edtraining.niamar@aai.aero

7. PERFORMANCE BANK GURANTEE

To be submitted by the vendor as per clause 7 of Special Terms and Conditions of the tender document and Format as per Annexure-VII of tender document.

8. EXIT MANAGEMENT PLAN

To be submitted by the vendor as per clause 12 of General Terms and Conditions of the tender document and Format as per Annexure-VI of tender document.

9. This letter of award of work shall form a part of the contract and all other terms & conditions as mentioned in the tender Document No. IAA/IT/e-LMS/2022-23 shall be a binding on both the parties i.e. IAA & M/s Dhanush Pvt. Ltd.

10. As part of acceptance of this order, M/S Dhanush Infotech Private Limited is required to enter into an agreement (to be signed in duplicate on a non-judicial Stamp paper (to be stamped in accordance with stamp Act) with Indian Aviation Academy within 10 days of issued of the letter. The format of the Agreement is enclosed as Annexure-I to this contract letter.

11. 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 with seven days.

12. Please acknowledge the receipt of this letter.

Your Sincerely

Nilist
AM(IT) 30/6/2022

For INDIAN AVIATION ACADEMY

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Annexure-I

AGREEMENT

CONTRACT AGREEMENT NO.: IAA/IT/e-LMS/Agreement/2022-25

This agreement is made and executed at Indian Aviation Academy NIAMAR Society, New Delhi on this …….. between IAA as a statutory corporation incorporated under Indian Aviation Academy at NIAMAR Society New Delhi- 110070 through its Executive Director (IT) (hereinafter referred to as "OWNER" or "IAA")

Contd..

which expression shall of the one part and M/s Dhanush Infotech Pvt. Ltd., #1-8-448, Lakshmi Building, 5th and 6th Floors, Begumpet, Hyderabad, Telangana, India Pin- 500003 referred to as "CONTRACTOR" which expression shall include its Administrators, Successors, Executors and permitted assigns of the other part.

Whereas, Indian Aviation Academy is desirous of getting the work of **"Development, Hosting and Maintenance of Learning Management System (LMS) at Indian Aviation Academy, New Delhi."** (Hereinafter called the "WORK") done and had invited tenders for this work as per tender documents sold for this purpose. And Whereas, **M/s Dhanush Infotech Pvt. Ltd**, has participated in the above referred bidding vide their tender and IAA has accepted their aforesaid proposal and awarded the work to **M/s Dhanush Infotech Pvt. Ltd.**, as per terms and conditions, Award Letter Number: IAA/IT/e-LMS/Work Order/2022-23 dated **30.06.2022** documents referred to therein which have been accepted by **M/s Dhanush Infotech Pvt. Ltd.** resulting into a "CONTRACT".

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

ARTICLE 1.0 - AWARD OF CONTRACT

Indian Aviation Academy has awarded the contract to **M/s Dhanush Infotech Pvt. Ltd** for the work of **"Development, Hosting and Maintenance of Learning Management System (LMS) at Indian Aviation Academy, New Delhi."** with the terms and conditions Award letter No. IAA/IT/e-LMS/Work Order/2022-23 dated **30.06.2022** and the documents referred to therein. The award has taken with effect from 10.07.2022 i.e. the 10th day after the date of issue of aforesaid letter. The terms and expression used in this Agreement shall have the same meaning as are assigned to them in the "CONTRACT DOCUMENTS" referred to in the succeeding article.

ARTICLE 2.0 - CONTRACT DOCUMENTS

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "CONTRACT DOCUMENTS")

Sl. No.	Particulars	Page No.
1.	Work Order	1-2
2.	Agreement	3-6
3.	**E-NIT (Cover Page)**	7
i.	Index	8
ii.	e-Tender Notice	9-15
4.	**General Conditions of Contract (GCC)**	16-24
5.	**Special Conditions of Contract (SCC)**	26-28
6.	**Scope of Work/ Qualitative Requirements**	29-38
7.	**Checklists and Annexures**	
i.	Checklist (Envelope I & II)	40-42
ii.	Un-conditional Acceptance Letter (Annexure-I)	43
iii.	Undertaking Regarding Blacklisting (Annexure-II)	44

iv.	Proforma of E-payment (Annexure-III)	45
v.	Undertaking (Annexure-IV)	46
vi.	Declaration of Net Worth Proforma (Annexure-VI)	47
vii.	Affidavit of Exit Management Plan (Annexure-VII)	48
viii.	Proforma for Bank Guarantee (Annexure-VIII)	49-50
ix.	Proforma for Applying Extension of Time (Annexure-IX)	51-53
8.	**Schedule of Quantities**	54

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part thereof conform to the tender document and what has been specifically agreed by the owner in its letter of award. Any matter inconsistent therewith, contrary or repugnant to or any deviation taken by the Contractor in its 'Proposal' not agreed to by the owner in its letter of award or any other letter which to have been withdrawn by the contractor, for the sake of brevity, this agreement along with its aforesaid contract document shall be referred to as the "AGREEMENT".

ARTICLE 3.0 - CONDITION OF CONVENANTS

3.1 The scope of contract, consideration, terms of payment, period of completion, defects liability period, price adjustment, taxes whichever applicable, insurance, liquidated damages and all other terms and conditions are contained in the aforesaid contract documents. The contract shall be duly performed by the Contractor strictly and faithfully in accordance with terms of the Agreement.

3.2 The Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.

ARTICLE 4.0

4.1 SETTLEMENT OF DISPUTES

It is specifically agreed by and between the parties that all the difference or disputes arising out of the Agreement of touching the subject matter of the Agreement shall be decided by process of settlement (Dispute Resolution Mechanism) and Arbitration, as specified in clause 17 and clause 18 (page 16-17) of the General Conditions of the Contract and the provision of Indian arbitration act, 1996 shall apply and Delhi court alone shall have exclusive jurisdiction over the same or decided by Director, Indian Aviation Academy.

4.2 NOTICE OF DEFAULT

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have duly and properly served upon the parties here to if delivered against acknowledgement due addressed to the signatories at the addresses mentioned here in above.

This contract Agreement is allotted the number AGREEMENT NO.: **IAA/IT/e-LMS/Agreement/2022-25** IN WITNESS WHEREOF, the parties through their duly authorized representative have executed these present (execution whereof has been approved by the Competent Authority of both the parties) at the day, month and year first above mentioned at.

SIGNED FOR AND ON BEHALF OF
ON CONTRACTOR

SIGNED FOR AND

BEHALF OF IAA

WITNESS:

1.

2.

Signature Not Verified
Digitally signed by CHETAN KUMAR VERMA
Date: 2022.11.28 12:03:48 IST
Location: eProcurement System for Central PSUs