



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
Date: 08/07/2022

PO No. AAI/VOBG/GAGAN/INLUS/ Test Equipment Calibration/459-440

To,
RFComm Solutions & Services Pvt. Ltd.
G-06, 6th Floor,
Jain Heights "Solus" No.2,
1st Cross, JC Road, Bangalore – 560 027.
Karnataka. India.
Email: sales@rfcomm.in

Sub: - 03 Year Rate contract for Onsite Calibration of Test Equipment at Airports Authority of India, GAGAN Complex, ITPL, Main Road, Kundallahalli, Bengaluru.

Ref:- 1)Tender ID: 2022_AAI_115385_1

2) L.O.I issued by AAI dated:06/07/2022

2) Letter of Acceptance (L.O.A) from RF Comm Solutions & Services Pvt. Ltd dated:06/07/2022

Sir,

Reference may please be made to your offer vide Tender ID: 2022_AAI_115385_1 , The General Manager, Airports Authority of India, GAGAN Complex, Kundallahalli, Bengaluru has accepted your offer and is pleased to place the work order for 03 year rate contract for onsite Calibration of Test Equipment at Airports Authority of India, GAGAN Complex, Kundallahalli, Bengaluru for a total cost of Rs.1,30,800 /- (Rupees One lakh Thirty Thousand and Eight Hundred only) plus applicable GST as per the price schedule (Annexure-I).

Terms and Conditions

1. Time Schedule

The Calibration of all the Test Equipment as per the list in Annexure-I should be carried out in the premises of Airports Authority of India, GAGAN Complex, Kundallahalli, Bengaluru in maximum 2 phases / year. Each time, the list of items will be selected from Annexure-I as per AAI requirement. Calibration of Test Equipments should be completed within 15 days from the date of issue of separate intimation /Job schedule with details of equipment as per AAI requirement. No part Calibration of test equipment is permissible.

The Test equipment should be calibrated for all the parameters, ranges and limits as per NABL standards and the detailed calibration report should be submitted for each equipment, for each parameter tested, showing the standard reading, observed reading and errors if any. Separate Calibration stickers should be pasted on test equipment showing the date of calibration for pasting on each equipment. If Contractor fails to do so within the stipulated time, Airports Authority of India shall have the right to recover the Liquidated damages as stated in Para 5.

The date of arrival for calibration team at AAI, GAGAN Complex, Bengaluru shall be intimated at least 48 hours in advance. All the protocols and valid Circulars related to Covid-19 issued by Government of Karnataka shall be complied.

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2. Acceptance of work order

The contractor should return a **duly signed & sealed copy of the work order within 7 days** to GM(CNS)-GAGAN, Airports Authority of India, GAGAN Complex, Kundallahalli, Bengaluru -560037 towards acceptance of the work order.

3. Payment terms

The grand total as in Annexure-I is inclusive of all statutory Taxes, Duties & Levies, other miscellaneous Overheads etc except applicable GST. No extra charges will be paid. No mobilization advance shall be paid. No part payment will be made. Payment will be made only after satisfactory completion of calibration of Test Equipments mentioned in separate intimation /Job schedule with details of equipment as per AAI requirement. Stage wise/ Pro-rata payment for the calibration services payment will be done after satisfactory completion of scheduled work and production of following documents.

For the calibrated Equipments, Payment to the contractor shall be made within 30 days on submission of the following documents in ORIGINAL.

- a) GST Invoice in duplicate (Customer GST No shall also to be included)
- b) Calibration report /certificates for each Test equipment
- c) Certificate for satisfactory completion of onsite calibration work issued by AAI
- d) Bank Account Details for e-payment (As per **Annexure IV**)

4. Paying Authority

Bill to be raised in favor of

**General Manager (CNS)-GAGAN
Airports Authority of India
GAGAN Complex,
Kundallahalli,
Bengaluru-560037**

Deductions towards statutory taxes (TDS), levy for delays, damages etc. if any will be applicable during payment of bill amount. Contractor shall extend the GST input tax credit to AAI by timely filing of GST return. **AAI GST (29AAACA6412D2Z3) details are given in Annexure-V.**

5. Liquidated Damages

- a. In case of failure to execute the order in full within the specified Period, liquidated damages shall be charged @ 0.5 % per week or part thereof of the basic cost of the delayed services which the seller has failed to fulfil within the period agreed, but not exceeding 10% of the value of delayed services. Even the order can be cancelled at the risk and cost of the supplier. In case the contractor fails to deliver work/materials as per the delivery schedule indicated in the purchase order.
- b. Contractor shall also protect and fully indemnify the AAI from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc. or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
- c. Contractor shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the AAI from any claims/penalties arising out of any infringements.

- d. Bidder shall not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, it shall immediately report to the Appropriate Authority in AAI.
- e. All terms and condition in NIT Id: **2022_AAI_115385_1** remains valid and is a part of this work order/ agreement.

6. PERFORMANCE BANK GUARANTEE

- a. The Contractor shall submit unqualified performance bank guarantee of **3% (Three Per Cent) of the Contract Value** to AAI in the form of an irrevocable and unconditional performance bank guarantee on a Nationalized / Scheduled Bank in India, as per Performa attached as **Annexure-III** of this document.
- b. The performance guarantee shall be deemed to govern the following guarantees from the Vendor, in addition to the other provisions of the guarantee.
- c. The performance bank guarantee shall be returned to the Vendor, six Months after the completion of contract period of 3 years without interest.
- d. Performance Bank Guarantee shall be furnished within **30 calendar days** of issuance of this Purchase Order. In case the Vendor fails to submit the performance bank guarantee within stipulated period, and interest @ 10% p.a. on Performance Bank Guarantee amount would be levied (nonrefundable) for delayed period of submission. The Performance Bank Guarantee shall be **valid for 90 days beyond the scheduled date of completion of contract period of 03 years** and shall remain valid as per provisional extension granted by AAI. If the agency fails to extend the validity of the Performance Bank Guarantee, the same shall be encashed by AAI.

7. FORCE MAJEURE

Neither Contractor nor AAI shall be liable to the other for any delay in or failure of performance of their respective obligation under the Liquidated Damages caused by occurrences beyond the control of Contractor or AAI including but not limited to fire (including failure or reductions) acts of God, acts to the public enemy, war, insurrections, riots, strikes, lock outs, sabotage, any complaints therewith or any other causes, contingencies of circumstances similar to the above. Either party shall promptly but not later than twenty days thereafter notify the other of the commencement and cessation of such contingencies and if such contingencies continued beyond three months, both parties agree upon the equitable solution for termination of this LD or otherwise decided the course of action to be adopted. The Contractor right to exclude the period from LD, in above mentioned cases is subject to the following procedures:

- 7.1** That within 10 days after the occurrence of a case of force majeure, the Contractor informs the AAI in writing.
- 7.2** That the Contractor 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 Govt. authorities.

7.3 That the Contractor proves that the said conditions have actually been interfered with the restoration of calibration services.

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

Apart from exclusion of the period from LD force-majeure does not entitle the contractor for any relaxation or to any compensation of damage or loss suffered.

8. ARBITRATION & LAWS

8.1 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 performance, 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, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the services, works, 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. Provided that any dispute that remains unresolved shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, the venue of Arbitration shall be Bengaluru, India. The arbitration award 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.

8.2. Indian laws shall govern this contract.

9. TERMINATION OF CONTRACT AT AAI'S INITIATIVE.

AAI reserves the right to terminate the contract either in part or in full at any time during contract period without any liability of cancellation charges.

10. JURISDICTION OF PO

This Purchase Order is subject to jurisdiction of Court at Bangalore only.

You are requested to intimate acceptance of this Purchase Order with all Terms & Conditions. Further, you are also requested to execute an **agreement** as specified in **Annexure II**, within **15 calendar days** of issuance of this Purchase Order. **PBG** as specified in **Annexure-III** shall be submitted within **30 days** of issuance of this P.O.

P. Srinivas
08/7/2022

(P. Srinivas)

Jt.GM (CNS)

For GM (CNS)-GAGAN

Airports Authority of India

Copy to:

1. HOD (F & A), Bangalore- 560017

Annexure-I

Price Schedule

Sub:- 03 Year Rate contract for Onsite Calibration of Test Equipment at Airports Authority of India, GAGAN Complex, ITPL, Main Road, Kundallahalli, Bengaluru

S.N	Name of the Test Equipment to be calibrated	Make	Model	Qty	Unit Cost	Total Cost (Exc GST)
1.	RF power Meter with sensor (Frequency: 500KHz to 18 GHz)	Boonton	4241/51075	1	6000	6000
2.	RF power Meter with sensor (Frequency: 500KHz to 18 GHz)	Boonton	4531/51075A	1	6000	6000
3.	Power meter with sensor (Frequency:10MHz to 18 GHz)	Anritsu	2437 A/MA2472B	1	6000	6000
4.	Digital Phosphorus Oscilloscope 2 Ch, 500MHz	Tektronix	TDS3052C	1	5000	5000
5.	Digital real time Oscilloscope 4 Ch,100MHz	Tektronix	TDS224	1	5000	5000
6.	Digital Multimeter	MECO	MECO Model 9A	2	400	800
7.	Digital Multimeter	Fluke	Fluke-87-5/RS	1	500	500
8.	Digital Multimeter	Fluke	Fluke 179	4	400	1600
9.	Hand Held Spectrum Analyzer	Anritsu	MS 2711 D	1	5000	5000
10.	Site Master	Anritsu	S331D	1	5000	5000
11.	Clamp meter	Triplett	9310	1	500	500
12.	Milli Ohmmeter	Extech	Extech 380462	2	800	1600
13.	Battery Analyzer	Fluke	BT521	1	600	600
Grand total for 1 year						43,600
Grand total for 3 years						1,30,800

P. Srinivas
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(To be executed on Rs. 100/--Non judicial stamp paper)

AGREEMENT

For **3-year Rate Contract for Onsite Calibration of Test equipment** at GAGAN Complex, Kundalahalli, Bengaluru-560037.

Between

Airports Authority of India, Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi-110003, (India)
And

M/S

THIS AGREEMENT, entered into this ---- day of -----Month ----- Year) by and between M/S --

----- Having its office at -----

----- (hereinafter called the " Contractor ") and Airports Authority of India having its office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi-110003, India (hereinafter called the "AAI"), the expressions "Contractor" and "AAI" shall mean their successors, legal representatives or assigns, for **3-year Rate Contract for Onsite Calibration of Test equipment at AAI, GAGAN Complex, Bengaluru-560037.**

WITNESSETH

WHEREAS, AAI invited offers for

3-year Rate Contract for Onsite Calibration of Test equipment at AAI, GAGAN Complex, Bengaluru-560037 through CPP portal.

WHEREAS, the Contractor has offered for

3-year Rate Contract for Onsite Calibration of Test equipment at AAI, GAGAN Complex, Bengaluru -560037.

in accordance with their price bid quote opened in CPP portal on 10-06-2022 and AAI has accepted the offer.

AAI has issued letter of Intent to contractor on **06-07-2022** and contractor given Letter of acceptance on **06-07-2022**.

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 Tender (e-Tender No: **AAI/VOBG/GAGAN/INLUS/Test Eqpt Calibration/2022/01**)

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documents for 3-year Rate Contract for Onsite Calibration of Test equipment at AAI, GAGAN Complex, Bengaluru-560037.

1. NIT Id: 2022_AAI_115385_1
2. Bid documents submitted by the contractor in fulfilling the contract requirements that includes the signed compliance.
3. Unconditional acceptance of AAI NIT Terms & conditions as given by the contractor.
4. Queries raised by AAI during envelope 1 Technical evaluation and technical clarifications submitted by the contractor in response thereof.
5. The price bid of the Contractor which was opened on 10-06-2022 and accepted by AAI.
6. Quality assurance certificate given by contractor dated:22-06-2022
7. L.O.A given by contractor dated:06-07-2022
8. Work order (AAI/VOBG/GAGAN/INLUS/ Test Equipment Calibration/ dated: 08/07/2022 issued by AAI and accepted by contractor.

For and on behalf of Contractor:

For and on behalf of Chairman, AAI:

Signature
Name :
Designation :

Signature
Name :
Designation:

Witness on behalf of Contractor :

Witness on behalf of AAI:

1. Signature :
Name:
Designation :

1. Signature:
Name :
Designation:

2. Signature :
Name:
Designation :

2. Signature:
Name :
Designation:

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Annexure-III

Performance Bank Guarantee

1. 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.
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

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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).

6. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
7. 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 discharge.

Dated the..... (Day) of (Month), (Year)

For..... (indicate the name of bank).

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Advisory for Vendor and its PBG Issuing Bank Branch

1. It is to be noted that along with physical BG; AAI have also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform as per following 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: AAIBANGALORE

2. For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) / IFN 767COV BG Amendment) as the case may be via SFMS (Structured Financial Messaging System) as provided by RBI.
3. In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below field, BG confirmation through online portal would not be updated.
4. Please note that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV.
5. Please find below indicative request letter format to be sent to issuing bank for ensuring transmission of BGs through SFMS.
6. Vendor should attach copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank along with original PBG.
7. PBG should be signed by bank official with Name, Designation and employee code.

**Request Letter: Transmission of Bank Guarantee Cover Message to be submitted by
applicant to 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-ICIC00000007)

Dear Sir/Ma'am,

I/We, _____, request you to include unique identifier AAIBANGALORE in field
7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG
amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC- ICIC00000007).

Thanking You,

(Vendor)

P. Srinivas
8/7/2022

PROFORMA OF LETTER FOR E-PAYMENT

To,
General Manager (CNS)-GAGAN
Airports Authority of India
GAGAN Complex
ITPL Main Road,
Kundalahalli,
Bengaluru-560037

Subject: Request for E-Payment.

Sir,

Following particulars are given for effecting E-payment in respect of our claim / Bill.

1.	Name of Company	
2.	Company Address	
3.	City	
4.	Postal Code	
5.	Telephone No.	
6.	Fax no	
7.	Mobile No	
8.	E mail-Id	
9.	PAN Number of the Company	
10.	Company Bank A/c Number	
11.	Name of Bank / Branch	
12.	Branch Code	
13.	Bank Address	
14.	City	
15.	Mode of Payment	
16.	RTGS/NEFT details	

We also enclose herewith a duly cancelled cheque of our bank account.

Thanking you,

Yours faithfully,

Signature of authorized signatory

Name:

Date:

Seal:

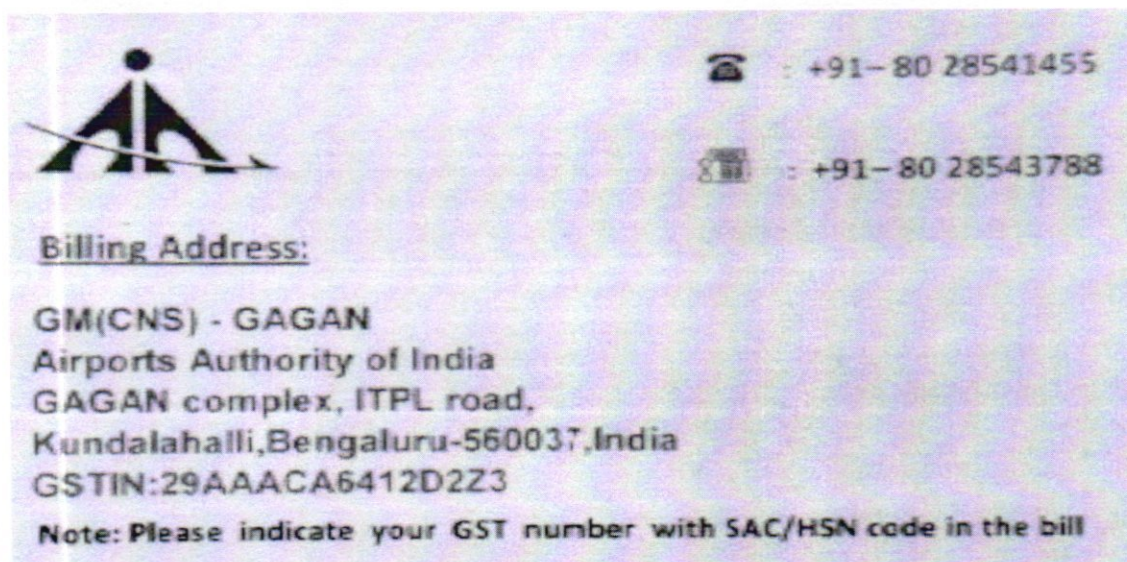
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Note: Any erroneous information may lead to harmful transaction for which neither AAI or the Bank will be liable/ responsible.

Annexure-V

GST Registration details of AAI,GAGAN Complex, Bengaluru

Billing Address	GSTIN Number	Email ID & contact Phone Number
The General Manager (CNS)-GAGAN Airports Authority of India HAL Airport, Bengaluru - 560 017	29AAACA6412D2Z3	gmcnsngnssban@aai.aero 080-28541455



The GST ID of the Airports Authority of India & the contractor and HSN/SAC code of the items/works should be specified in the Invoice.

P. Srinivas
8/7/2022