

SPEED POST/E-MAIL

Ref No.: AAI/KOL/CNS STORE/COPPER EARTHING STRIP /WO/2022

Date: 29.08.2022

M/s. DOSHI ELECTRIC ENGG.CO.

Old Jail Road, Nr. Jilla Garden, Ramnath Para,
Rajkot, Gujrat-360001,

Email Id: doshielect@gmail.com

Mob. No.: 9426264253, 9427213015

Subject: SUPPLY, LAYING & TESTING OF COPPER EARTHING STRIP AT NEW TECHNICAL BLOCK OF N.S.C.B.I. AIRPORT, KOLKATA

References:

- Your Bid No. **433747** against our Tender ID: **2022_AAI_118331_1** for "SUPPLY, LAYING & TESTING OF COPPER EARTHING STRIP AT NEW TECHNICAL BLOCK of N.S.C.B.I. AIRPORT, Kolkata".
- Your offer documents submitted against the above-mentioned Tender.
- AAI Letter of Intent No. AAI/KOL/CNS STORE/COPPER BEARTHING STRIP/LOI/2022 Dated: 26.08.2022.
- Your acknowledgment to AAI Letter of Intent dated 26.08.2022 vide Letter Ref.No.: DECC/HI/WA/KOL/CU STRIP/FORWARD/1 Dated: 26-08-2022.

Madam/Sir,

Reference may please be made to the above-mentioned references and your offer submitted against above referred tender. The General Manager (CNS), N.S.C.B.I. Airport, Kolkata on behalf of Chairman, Airports Authority of India is pleased to place a work order for "SUPPLY, LAYING & TESTING OF COPPER EARTHING STRIP AT NEW TECHNICAL BLOCK of N.S.C.B.I. AIRPORT, Kolkata." as per terms and conditions mentioned herein and in the reference documents.

1. Price

The item wise unit rate for "SUPPLY, LAYING & TESTING OF COPPER EARTHING STRIP AT NEW TECHNICAL BLOCK of N.S.C.B.I. AIRPORT, Kolkata." under the contract period shall be firm and fixed as per table below:

(The Basic price shall be inclusive of all taxes, duties, cess, fee, royalty charges, freight, insurance etc. but exclusive of GST)

Sl. No.	Description of Items (Rate of Item as described in Annexure – VI of tender doc)	Unit/Qty (Nos.)	Basic price of each quantity excluding GST	Total Amount (Rs.)
1.	COPPER STRIP SIZE: 25 x 3mm Purity:99.9%	6500 Mtrs.	688.00	Rs.44,72,000.00

2.	TERMINATION BUS BAR SIZE: 6 x 25 x 300mm WITH 5 NOS. HOLE	80 Nos.	788.00	Rs.63,040.00
3.	STRIP MOUNTING METHODOLOGY (At every 500mm with 10mm spacers)	1 No.	270000.00	Rs.2,70,000.00
4.	STRIP JOINT (By BRAZING only)	1 No.	263000.00	Rs.2,63,000.00
5.	HDPE PIPE	1000 Mtrs.	150.00	Rs.1,50,000.00
6.	INSTALLATION	1 No.	1260000.00	Rs.12,60,000.00
Grand Total Amount in INR:				Rs. 64,78,040.00

Total amount is INR Sixty Four Lakh Seventy-Eight Thousand and Fourty Only plus GST as applicable.

The price is inclusive of all duties and taxes, excluding GST.

2. Scope of Work

Scope of the works to be covered under "SUPPLY, LAYING & TESTING OF COPPER EARTHING STRIP AT NEW TECHNICAL BLOCK OF N.S.C.B.I. AIRPORT, KOLKATA" as per the tender terms and conditions

Technical Specifications of the items

Item Number	Item Title	Item Description
1	STRIP MATERIAL	COPPER(Cu)
2	Copper content	99.9% at least or more
3	STRIP DIMENSION	25mm x 3 mm
4	STRIP MOUNTING METHODOLOGY	AT EVERY 500 mm with 10mm spacers
5	CERTIFICATION OF STRIPS	THE CU STRIPS TO BE SUPPLIED HAS TO BE TESTED AND CERTIFIED FROM ANY NABL APPROVED LABORATORY FOR PURITY
6	STRIP JOINT	BY BRAZING ONLY
7	TERMINATION	BUS BAR TYPE OF DIMENSION 6 x 25 x 300mm (Cu made with 99.9% or more purity) with 5 nos. of holes on each for connection.
8	SAFETY MEASURES OF STRIP	STRIP TO BE LAID THROUGH HDPE PIPE OF SUITABLE DIMENSION AS PER INSTALLATION REQUIREMENT.

3. DEVIATION IN QUANTITY

- i) AAI may change the quantity or part thereof to be supplied by +/- 30% of the tendered quantity (measurable) but within the overall deviation limit of 30% of the contract value.
- ii) AAI may purchase Extra item, Substitute items as per site requirements up to the overall limit of 30% of the contract value.

4. WORK COMPLETION PERIOD:

Work should be completed within 45 days from the date of receipt of work order.

5. WARRANTY:

Warranty of the products supplied should be one year from the date of supply. During warranty period if any product found unserviceable, then vendor has to replace the defective item at their own cost. No extra cost will be paid to vendor by AAI in any manner.

6. Contract Agreement:

The contractor has to sign the contract agreement on Rs.100 Non-Judicial Stamp Paper as per **Annexure-IV** of tender document. The signing of the Contract Agreement shall be completed within 15 days of the acceptance of the Work Order.

7. Performance Bank Guarantee (PBG):

- 7.1. The successful bidder shall submit an unqualified contract performance guarantee (in lieu of Contract Performance security) of the value equivalent to **3% (three percent)** of the total contract value exclusive GST to AAI in the form of an irrevocable and unconditional bank guarantee on scheduled commercial bank as per Performa attached as **Annexure-III A**. The guarantee shall be submitted within 30 calendar days after notification of the award and will be valid till 90 days after the end of the contract period. 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 First running Bill. In case, successful bidder fails to submit performance bank guarantee within 60 days, AAI reserve the right to cancel the order.
- 7.2. The performance guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable. The performance guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee:
- 7.3. The performance guarantee will be returned to the successful bidder at the end of the contract period (15 Months) without interest.

8. INSTRUCTION TO THE CONTRACTOR FOR PBG SUBMISSION

The following instruction has to be followed by the contractor while submitting an unqualified Contract Performance Guarantee (BG)

- A. BG should be unconditional and claim should be payable against simple written demand from authorized official.
- B. It should be ensured that Date of validity of BG and claim period are as per Contract terms.
- C. At the time of issuance of BG, contractor should provide complete details of AAI bank (ICICI Bank) account where proceeds of the BG are required to be credited, if required.

Bank details are as follows: -

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: Specific code should be mentioned in the field 7037 of the BG advising message code.

- D. Details of SFMS (in case of BG within India) or SWIFT (in case of BGs issued outside India) sent by contractor/concessionaire/supplier's Bank to AAI beneficiary bank.
- E. BG submitted by the bidders should be valid for the period stipulated in the contract agreement.
- F. While submitting the document to BG issuing Bank, the vendor/Customer/ concessionaire/ will submit the letter to the issuing Bank as per format mentioned in the **Annexure- IIIB**.
- G. Before submission of BG, Vendor/Customer shall get it vetted by the tendering officer to ensure conformity with the format provided in the tender document and relevant provision of SOP for BG.
- H. BG should be routed by applicant's BG issuing Bank to AAI Nodal/Beneficiary Bank through Structured Financial Messaging System (SFMS) who in turn will advise AAI of the same to ensure authenticity of BG.

9. PAYMENT TO CONTRACTOR:

9.1 Payment Terms:

OPTION-I

a) 97% of purchase order price for complete of **SUPPLY ,LAYING & COMMISSIONING OF COPPER STRIP AT NEW TECHNICAL BLOCK OF NSCBI AIRPORT, KOLKATA** including documentation against receipt of goods at site in good physical condition on submission of the following documents in ORIGINAL

- (1) GST Invoice in triplicate after completion of job.
- (2) Delivery Challan in 2 copies with duly receipt of items at consignee's site
- (3) Certificate of **completion of work issued** by authorized representative of AAI after completion at site.

Payment will be made after deduction of 3% security deposit.

b) Balance 3% of the amount will be deducted towards the Security deposit from the payment that will be returned after completion of 01year onsite Warranty/ guarantee period from date completion of SITC (if the bidder does not submit the PBG with validity till 90 days after completion of warranty period).

OPTION-II

100% of purchase order price for complete of **SUPPLY ,LAYING & COMMISSIONING OF COPPER STRIP AT NEW TECHNICAL BLOCK OF NSCBI AIRPORT, KOLKATA** including documentation against receipt of goods at site in good physical condition on submission of the following documents in ORIGINAL

- (1) GST Invoice in triplicate after completion of job.
- (2) Delivery Challan in 2 copies with duly receipt of items at consignee's site
- (3) Certificate of **completion of work issued** by authorized representative of AAI after completion at site **subject to submission & confirmation of PBG as mentioned in**

the Tender document.

Submission of Bank Details (Cancelled cheque) is mandatory for making e-payment.

Bill submitted to the **O/o The General Manager (CNS), AAI, NSCBI Airport, Kolkata-52**
Payment will be made as per actual requirement after successful completion of work and vendor will raise the Invoice accordingly.

9.2 Paying Authority:

The Regional Executive Director, Airports Authority of India, NSCBI Airport, Kolkata - 700052.

10. SETTLEMENT OF DISPUTES – DISPUTE RESOLUTION MECHANISM:

10.1 If a dispute of any kind whatsoever arises between the AAI and the Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after the completion of the Works and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Project Leader or his nominee, the matter in dispute shall, in first place be referred to RED (E. Region), AAI. He shall activate the dispute resolution mechanism to resolve the dispute in question. Any party may invoke arbitration clause, if dispute in question is not settled by the Dispute resolution mechanism.

10.2 Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and AAI shall give effect forthwith to every decision of the Project Leader or his nominee unless and until the same shall be revised, as hereinafter provided, by the Dispute Resolution Mechanism or in an Arbitral Award.

11. LIQUIDATED DAMAGE:

If the contractor fails to complete the supply / work within time fixed under the contract, liquidated damages shall be charged @ 1 % per week or part thereof subject to a maximum value equal to the value of the Performance Bank Guarantee. Even the contract can be cancelled at the risk and cost of the supplier. In case the contractor fails to deliver the materials as per the delivery schedule indicated in the purchase order, the material shall be procured from open market to meet the immediate demand / requirement at the risk and cost of the supplier.

12. ARBITRATION AND LAW:

12.1. Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, 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. The single Arbitrator for settlement of any dispute with regard to this contract shall be appointed by the Chairman AAI. The venue of Arbitration shall be New Delhi, India. 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.

12.2. Indian laws shall govern this contract.

13. TERMINATION FOR DEFAULT:

13.1. The AAI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part in any or the following events.

13.2. If the Contractor fails to perform any other obligation(s) under Contract.

13.3. If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as AAI may authorize in writing) after receipt of the default notice from AAI.

13.4. As a penalty to the Contractor the AAI shall in-cash Contract Performance Bank Guarantee.

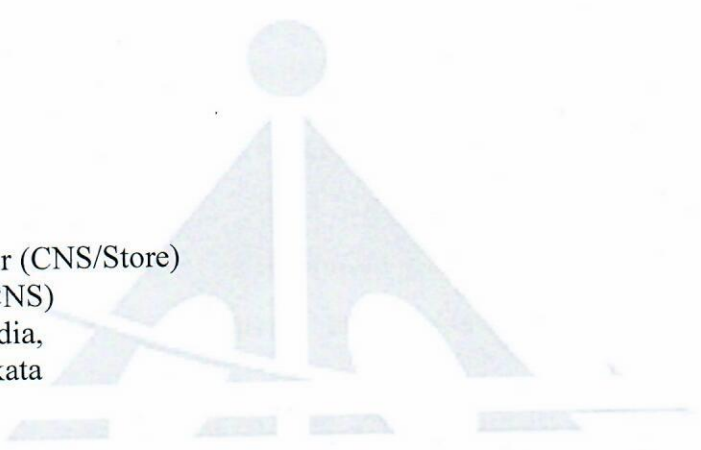
14.

Consignee details:

**The General Manager (CNS),
Airports Authority of India
NSCBI Airport, Kolkata
Kolkata – 700 052
Tel. Phone: 033-25119955, Fax: 033-25119955**

15. AAI GSTN is: 19AAACA6412D1Z5

Deputy General Manager (CNS/Store)
For General Manager (CNS)
Airports Authority of India,
N.S.C.B.I. Airport, Kolkata



भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India

Annexure –IIIA

**Performance Bank Guarantee
(FOR SECURITY DEPOSIT)**

FOR

**Name of the work: "SUPPLY, LAYING & TESTING OF COPPER EARTHING STRIP AT NEW TECHNICAL
BLOCK OF N.S.C.B.I. AIRPORT, KOLKATA**

(On Non-judicial stamp paper of Rs.100.00)

To
The General Manager (CNS)
Airports Authority of India,
N.S.C.B.I. Airport, Kolkata
Kolkata-700052
West Bengal
INDIA

Dear Sir,

In consideration of the General Manager, AAI (hereinafter called "AAI") having offered to accept the terms and conditions of the proposed agreement betweenand(hereinafter called the said Contractor(s)) for the work.....(hereafter called 'the said agreement') having agreed to production of a irrevocable Bank Guarantee for Rs. (Rupees.....)amount of 3% (Three percent) of entire contract amount..... as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We(indicate the name of the Bank) (hereinafter referred to as 'the Bank') hereby undertake to pay to the General Manager, AAI an amount not exceedingamount..... 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 exceedingamount.....

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.

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.

4. 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 Engineer-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 relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of 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 of so relieving us.

6. This guarantee will not be discharged due to the charge in the constitution of the Bank or the contractor(s).

7. 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 Rs..... (Rupees.....) 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 _____ for _____ (indicate the name of bank).

Very truly yours,

(Authorized Signatory of the Bank)

ANNEXURE- IIIB

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 message where beneficiary bank is ICICI Bank (IFSC: ICIC0000007)

Dear Sir/Madam,
I/We _____ request you to include unique identifier AAIKOLKATA 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: ICIC0000007).

Thanking you,

भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India
(Vendor/Customer/Concessionaire)

