Ref. No: AAI/WR/MUM/CNS-Stores/PO-14/2022-23/141 *13th October, 2022*

To,

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

SUBJECT : Work Order for "Supply of Power Supply Module for MUX – Make RADMUX, ATS Complex, Mumbai."

REFERENCES:

- *i) Tender Ref. No. AAI/MUM/CNS//2022-23/02*
- *ii) Tender ID: 2022_AAI_122480_1*
- *iii) Your Bid No. 447383 dt.01/08/2022*
- *iv) LOI issued by AAI: AAI/WR/MUM/CNS-Stores/LOI/2022-23/140 dated 11/10/2022*
- *v) Acceptance of LOI by the contractor vide email dated 12/10/2022.*
- *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 **"Supply of Power Supply Module for MUX – Make RADMUX, ATS Complex, 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.2,42,018/-** (Rupees Two Lakhs Forty Two Thousand Eighteen Only) inclusive of all taxes, freight, Insurance, packaging, forwarding & all other associated costs etc. **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 Work 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)

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7. ***CONSIGNEE:***

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

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 work 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 Work Order.*

13/10/22

(R.V.TALPE)
Jt. 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:. Supply of Power Supply Module for MUX – Make RADMUX, ATS Complex, Mumbai.

SN	***Description***	***Qty.***	***Unit***	***Basic Unit Rate Rs.***	***Amount Rs.***
1.00	***Supply of Power Supply Module for MUX – Make RADMUX, ATS Complex, Mumbai.***				
1.01	*Power Supply Module for MUX – Make RADMUX* ***Model** : RAD-P250 REV 1.0* ***Part No** MP-4100M-PS/~*	*02*	*Nos.*	*102550.00*	*205100.00*
	Sub Total				***205100.00***
	GST @ 18%				***36918.00***
	Grand Total				***242018.00***
(Rupees Two Lakhs Forty Two Thousand Eighteen Only including GST)					

13/10/22

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

ANNEXURE –II

Ref: AAI/WR/MUM/CNS-STORES/PO-14/2022-23/141 *Date: 13/10/2022*

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

Tender Clause	***Details***
Section-III	
1	***Warranty Period: 01year of warranty from the completion of work for the items.***
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 @ 10% 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 Hardware/Software supplied under the contract shall be free from all defects/bugs and upon written notice from AAI, the successful bidder shall fully remedy, free of expenses to AAI, all such defects/bug as developed under the normal use of the said hardware/software within the period of guarantee/Warranty.*
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.*
4.4.3	*The Performance Bank Guarantee will be returned to the successful bidder at the end of the period of liability without interest.*
4.4.4	*The successful bidder will be fully responsible for the guaranteed performance of the supplied systems under warranty period. In case of any problem after commissioning and during guarantee warranty period the successful. bidder will depute required resources to AAI's site to remove all defects at contractor's cost.*

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4.4.5	*The acceptance of valid reasons for non-compliance to clause 4 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.*
4.4.6	*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.*
4.4.7	***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***
4.4.8	*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:(B) PROFORMA FOR REQUEST LETTER TO THE BG ISSUING BANK of Tender document.*
5	***SECURITY DEPOSIT :***
5.1	*10% of total amount will be retained as contract performance guarantee in the event of failure in submitting Performance Bank Guarantee within stipulated time. However same will be released after submission of Performance Bank Guarantee.*
7	***SUPPLY SCHEDULE: 10 Weeks** from the date of issue of Work Order.*
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** of Tender document. 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.*
20	***PAYMENT TERMS:***
20.1	***No mobilization advance shall be paid.***
20.2	*Payment shall be released to the Contractor on submission of the following documents:*

20.2.1	*Invoice in triplicate*
20.2.2	*Itemized Packing list in triplicate.*
20.2.3	*Proof of completion of work.*

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