



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA



BN9290/8332 : 0414
ISO 9001: 2008

No. AAI/KOL/CNS-STORE/SITC_MODULAR_BATTERY/CO/2022

Date: 28.10.2022.

To,

ORIGINAL

M/S PLANET INFRASTRUCTURE MANAGEMENT PVT. LTD
18th Floor, BP 3, 1803, Martin Burn Business Park,
Salt Lake, Sector V, Kolkata, North 24 Parganas,
West Bengal, 700091
E-Mail ID: narendra.singh@planetinfra.com / tenders@planetinfra.com
Mobile No.: 9386365060

Sub: - Contract Order **for SITC OF BATTERY MODULE (SYBT5) FOR APC (SYMMETRA LX)MODULAR UPS ON RATE CONTRACT BASIS FOR TWO YEARS FOR CNS UNITS OF N.S.C.B.I AIRPORT KOLKATA**

References: -

- i) Your Bid No.454718 against this office E-Tender **Ref** No. AAI/KOL/CNS STORE/BATTERY MODULE/ APC UPS /2022 (Tender Id: 2022_AAI_123785_1).
- ii) Your price negotiation letter against the above mentioned Tender.
- iii) AAI Letter of Intent No. AAI/KOL/CNS-STORE/SITC_MODULAR BATTERY/LOI/2022 dated 28.10.2022.
- iv) Your acknowledgment to AAI Letter of Intent dated 28.10.2022.

Dear Sir,

Reference may be made to the above mentioned correspondences and your offer (Technical, Commercial proposal and various subsequent technical clarifications) submitted against above referred tender. Airports Authority of India, hereinafter referred to as purchaser, is pleased to place a contract order after price negotiation for “ **SITC OF BATTERY MODULE (SYBT5) FOR APC (SYMMETRA LX) MODULAR UPS ON RATE CONTRACT BASIS FOR TWO YEARS FOR CNS UNITS OF N.S.C.B.I AIRPORT KOLKATA** ” as per terms and conditions, specifications contained in reference documents.

1. Price :

The Price of “**SITC OF BATTERY MODULE (SYBT5) FOR APC (SYMMETRA LX)MODULAR UPS ON RATE CONTRACT BASIS FOR TWO YEARS FOR CNS UNITS OF N.S.C.B.I AIRPORT KOLKATA.**” is Rs.26,70,000.00 plus applicable GST (Rupees Twenty-Six Lakh Seventy Thousand only) which is Exclusive of GST.

The Price of “**SITC OF BATTERY MODULE (SYBT5) FOR APC (SYMMETRA LX)MODULAR UPS ON RATE CONTRACT BASIS FOR TWO YEARS FOR CNS UNITS OF N.S.C.B.I AIRPORT KOLKATA.**” is firm and fixed. The price is inclusive of all duties and taxes, excluding GST.

The Modular Battery should be supplied strictly as per the specifications of the tender document in Annexure-VI

Bill of quantity for SITC OF BATTERY MODULE (SYBT5) FOR APC (SYMMETRA LX) MODULAR UPS ON RATE CONTRACT BASIS FOR TWO YEARS FOR CNS UNITS OF N.S.C.B.I AIRPORT KOLKATA

Sl. No	DESCRIPTION OF ITEMS	QTY	Rate	Amount (Exclusive GST)
	Cat (A) -Items to be supply and installation: NEW BATTERY			
1	NEW BATTERY MODULE (SYBT5) FOR APC (SYMMETRA LX) MODULAR UPS	60 Nos.	Rs.45,000.00	Rs.27,00,000.00
	Cat (B) - Buy Back Items: OLD BATTERY			
2	OLD BATTERY MODULE (SYBT5) FOR APC (SYMMETRA LX) MODULAR UPS	60 Nos.	Rs.500.00	- Rs.30,000.00
After Buy back of Old Batteries				Total Amount Rs. 26,70,000.00

Total Rs.26, 70,000.00 (Rupees Twenty-Six Lakh Seventy Thousand only) plus GST as applicable.

2. **WORK COMPLETION PERIOD: Battery Supply & Installation should be completed within 30 days from the date of receipt of work order.**
3. Period of Contract:- Period of contract for two years from the date of award of contract order.
4. Mode of Contract: The quoted rate as per the item mentioned in Annexure-VII will be firm & fixed for two years from the date of award of contract.
5. Mode of award of contract: Respective order for supply of Battery Module as mentioned in Annexure-VII will be issued as and when requirement basis throughout the contract period.
4. **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.
- 5 . Battery Warranty: Warranty of battery should be two years from the date of installation. During Battery module warranty period , Vendor has to replace the faulty battery module in case of any battery module found unserviceable. No extra cost will be charged in any manner for replace ment of battery module during warranty period.

6. PERFORMANCE BANK GUARANTEE (PBG).

- 6.1. 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.

- 6.2. 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.
- 6.3 The performance guarantee will be returned to the successful bidder at the end of the contract period (27 Months) without interest.

7. INSTRUCTION TO SUCCESSFUL BIDDER FOR PBG SUBMISSION

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

- 7.1 BG should be unconditional, and claim should be payable against simple written demand from authorized official.
- 7.2 It should be ensured that Date of validity of BG and claim period are as per Contract terms.
- 7.3 At the time of issuance of BG, the successful bidder 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:** 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

- 7.4 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.
- 7.5 BG submitted by the bidders should be valid for the period stipulated in the contract agreement.
- 7.6 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**.
- 7.7 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.
- 7.8 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.

8. Terms of Payment: PAYMENT TO CONTRACTOR:

8.1 Payment Terms: OPTION-I

a) Payment shall be released of 97% of purchase order against the completion of installation and Site Acceptance Test of the Battery Module by AAI and on submission of the following documents in original: i) Invoice/billing in triplicate ii) Delivery Challan for 100% of the items in 3 copies with duly receipt of items at consignee's site. iii) Certificate of completion/testing issued by authorized representative of AAI for after completion of each site Balance 3% of the amount will be deducted towards the Security deposit from the payment that will be returned at the end of the total Contract period (27 months) without interest from date completion of SITC (if the bidder does not submit the PBG with validity till 90 days after completion of contract period).

OPTION-II

- b) 100% of purchase order price against the completion of installation and Site Acceptance Test of the Battery Module by AAI and on submission of the PBG with validity till 90 days after completion of contract period (27 Months) ,
Format of the PBG as per Annexure II. 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** from issuing Bank **as mentioned in the Tender document**. Format of the PBG as per Annexure-IIIA
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 RELEASED FOR SITC OF BATTERY MODULE AS PER RESPECTIVE SUPPLY ORDER AS AND WHEN REQUIREMENT BASIS.

- 8.2 Paying Authority: The Regional Executive Director, Airports Authority of India, NSCBI Airport, Kolkata -700052 Submission of Bank Details (Cancelled cheque) is mandatory for Making e-payment.

9. **Paying Authority: The Regional Executive Director, Airports Authority of India, NSCBI Airport, Kolkata -700052**

10. SIGNING OF CONTRACT:

The issue of Works Order / Purchase Order shall constitute the award of contract on the bidder. The bidder has to sign the contract agreement on Rs.100 Non-Judicial Stamp Paper The signing of the Contract shall be completed within 15 days of the acceptance of the Works Order / Purchase Order.

11. ARBITRATION AND LAW.

- 11.1. 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.
- 11.2. Indian laws shall govern this contract.

12. **Restricted Area:**

The work is required at Operational Units of CNS at N.S.C.B.I. Airport, Kolkata, which is a sensitive and high security zone. The successful contractor has to follow the security requirements in his day-to-day work.

As the site of the work is in the restricted area, the contractor is required to obtain Airport Entry Pass (AEP) for his staff/employees individually to be issued by Bureau of Civil Aviation Security (BCAS), through AAI. Such Police Verification certificates of credentials and conduct guarantee are to be obtained by the contractor **and to be submitted with AAI** for all the **staff/employees individually** to be deployed by **contractor** under this contract before deployment of such staff/employees otherwise shall not get the entry into Airport premises. Staff/employee should not be changed frequently once the verification of character and antecedents are done. Any other formalities as applicable/ enforced from time to time shall be complied with at no extra cost.

No claim what so ever on this shall be allowed. Incidental expenses incurred towards AEP or such police verifications shall be borne by the contractor.

If at any time the work or Conduct of any worker is found unsatisfactory **or in-disciplined or without** Airport Entry Pass (AEP) or otherwise in any manner deficient to the requirements of the terms & conditions of the contract by AAI, such persons shall be removed by the Contractor immediately with suitable substitute.

In the event of any restrictions being imposed by the Security agency or any other authority having jurisdiction in the area on the working or movement of labour/material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on this account . The loss of time on this account, if any, shall have to be made up by contractor by generating additional resources etc.

13. **BILLING AND SHIPPING ADDRESS:**

- a) General Manager (CNS), Kolkata, Airports Authority of India, ATS Complex, NSCBI Airport, Kolkata-700052.
- b) CNS Store, Store Complex, O/o General Manager (CNS) Kolkata, Airports Authority of India, NSCBI Airport, Kolkata-700052 (Near Airport gate no. 2, Glass house, operational office building of AAI).

14. **PACKING AND MARKING FOR SUPPLIES REQUIRING AAI ASSISTANCE & HANDLING:**

- a) All packing shall be strong enough to withstand rough handling during loading, unloading and transporting of the packages. Fragile articles shall be packed with special precaution and shall bear the marking like 'Fragile', 'Handle with care' and 'This Side Up' etc.
- b) All delicate surfaces of goods shall be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- c) Wherever required material shall be packed in polyethylene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect the material. The contractor firm shall be held liable for all damages or breakage of the goods attributable to defective or insufficient packing as well as for corrosions due to insufficient protection.

- d) On three sides and top of package, markings as desired by AAI, shall be provided with indelible paint.

15. TERMINATION OF INSOLVENCY:

The AAI may at any time terminate the Contract by giving written notice to the supplier, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will secure thereafter to AAI. In the event of termination, a penalty to the contractor the AAI shall en-cash Contract Performance Bank Guarantee. The AAI in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the contractor in case the same are of no value to AAI. The balance unfinished work of the project will be got done by fresh tendering on contractor's risk and that extra expenditure will be recovered.

16. AAI GSTN is: 19AAACA6412D1Z5.

17. Please acknowledge the receipt of this letter.

के.के. साहा/ K.K.SAHA
उप महाप्रबंधक(सीएनएस) भा.वि.प्रा /DGM (CNS) ,
भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India
एन.एस. सी. वि.आई.हवाई अड्डा, कोलकाता/N.S.C.B.I.AIRPORT,KOLKATA

Encl: As mentioned above.

**Performance Bank Guarantee
(FOR SECURITY DEPOSIT)
FOR
Name of the work: “**

**SITC OF BATTERY MODULE (SYBT5) FOR APC (SYMMETRA LX)MODULAR UPS ON RATE CONTRACT
BASIS FOR TWO YEARS FOR CNS UNITS 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 change 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,

(Vendor/Customer/Concessionaire)

Annexure-IV

(On INR 100/- Non Judicial Stamp Paper)

AGREEMENT FOR

SITC OF BATTERY MODULE (SYBT5) FOR APC (SYMMETRA LX)MODULAR UPS ON RATE CONTRACT BASIS FOR TWO YEARS FOR CNS UNITS OF N.S.C.B.I AIRPORT KOLKATA

Between Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi- 110 003

AND

M/S

.....
This agreement is made at Kolkata today day of(Month) of ----(Year) between AIRPORTS AUTHORITY OF INDIA, A body corporate constituted by the Central Government under the Airports Authority Act (Act 55 of 1994) and having its Corporate office at RAJIV GANDHI BHAWAN, SAFDURJUNG AIRPORT, NEW DELHI-110003 represented by hereinafter called the 'AUTHORITY' (which term shall unless excluded by or is repugnant to the context be deemed to include its Chairman, or Member, Executive Directors, General Managers, Officers or any of them specified by the Chairman on his behalf and shall also include its successors and assigns on one part and

..... having its principal office space & place of business

..... (hereafter called and represented by

..... of the on the other part hereinafter called the CONTRACTOR (which term shall unless excluded by or is repugnant to the context, be deemed to include its higher, representative, successors and assigns of the contract).

Whereas, the AUTHORITY wants to award of contract for **SITC OF BATTERY MODULE (SYBT5) FOR APC (SYMMETRA LX)MODULAR UPS ON RATE CONTRACT BASIS FOR TWO YEARS FOR CNS UNITS OF N.S.C.B.I AIRPORT KOLKATA** and CONTRACTOR is desirous of agreeing the same.

WHEREAS, AUTHORITY invited offers for the “ **SITC OF BATTERY MODULE (SYBT5) FOR APC (SYMMETRA LX)MODULAR UPS ON RATE CONTRACT BASIS FOR TWO YEARS FOR CNS UNITS OF N.S.C.B.I AIRPORT KOLKATA**” .

In accordance with their Price Bid opened on on CPP-portal and AAI has accepted its offer;

Now, therefore, in consideration of the promises and mutual covenants contained herein, the CONTRACTOR and the AUTHORITY (hereinafter referred to as the “parties”) agree as follows:

For the purpose of this contract the following constitutes part of the agreement:

a) Contract Period – for one year with effect from up to

AUTHORITY's Tender Documents for the Scope of “**SITC OF BATTERY MODULE (SYBT5) FOR APC (SYMMETRA LX)MODULAR UPS ON RATE CONTRACT BASIS FOR TWO YEARS FOR CNS UNITS OF N.S.C.B.I AIRPORT KOLKATA**”

a) Comprised of Tender no.--- ----- and CONTRACTOR *Price bid opened on CPP-portal* for.

- b) Bid Response Documents submitted by the CONTRACTOR in fulfilling the tender requirements that includes the signed Compliance.
- c) Unconditional acceptance of AUTHORITY Tender conditions as given by the CONTRACTOR.
- d) Replies to Queries raised by AUTHORITY during Technical evaluation and Technical clarifications submitted by the CONTRACTOR in response thereof vide letter dated:
- e) The price bid of the CONTRACTOR *opened on CPP-portal* and accepted by AUTHORITY.
- f) AUTHORITY's Letter of Intent stating acceptance dated----- and the CONTRACTOR's acknowledgement dated.....
- g) AUTHORITY Order no.
- h) Performance Bank Guarantee No. Date for Rs.....

Whereas, theagreed “ **SITC OF BATTERY MODULE (SYBT5) FOR APC (SYMMETRA LX)MODULAR UPS ON RATE CONTRACT BASIS FOR TWO YEARS FOR CNS UNITS OF N.S.C.B.I AIRPORT KOLKATA**” on AUTHORITY Terms and conditions, mutually agreed upon as hereunder:

IN WITNESS WHEREOF, The parties have caused this agreement and executed by their respected duly authorized representatives on theday..... andyear written.

ON BEHALF OF

(M/S)

1. Witness:

2. Witness:

ON BEHALF OF

(AIRPORTS AUTHORITY OF INDIA)

1. Witness:

2. Witness: