



संदर्भ. एएआई/ईआर/आईटी/पीओ/2023-24/01

दिनांक / Date: 21/07/2023

Ref. AAI/ER/IT/PO/2023-24/01

सेवा में,
मेसर्स एम्बी सॉफ्टवेयर प्राइवेट लिमिटेड,
8, एजेसी बोस रोड, दूसरा तल्ला, सर्कुलर कोर्ट
कोलकाता - 700017, पश्चिम बंगाल
दुरभाष-033-22891740/22891742

To,
M/s Embee Software Pvt Ltd,
8, AJC Bose Road, 2nd Floor, Circular Court
Kolkata – 700017, West Bengal
Ph. 033-22891740/22891742

विषय: न्यू एटीएस कॉम्प्लेक्स, कोलकाता में ऑडियो वीडियो इंफ्रास्ट्रक्चर की स्थापना /
Subject: Establishment of Audio Video Infrastructure at New ATS Complex, Kolkata

संदर्भ/ Reference:

कार्य का नाम/ Name of Work	न्यू एटीएस कॉम्प्लेक्स, कोलकाता में ऑडियो वीडियो इंफ्रास्ट्रक्चर की स्थापना / Establishment of Audio Video Infrastructure at New ATS Complex, Kolkata
निविदा संदर्भ स./ Tender Ref No.	AAI/ER/IT/NIT/2023-24/03
ई - निविदा आईडी/ E - Tender Id	2023_AAI_150758_1
शुद्धिपत्र/ Corrigendum	AAI/ER/IT/NIT/2023-24/03/Corrigendum/01 AAI/ER/IT/NIT/2023-24/03/Corrigendum/02

प्रिय महोदय/ Dear Sir,

कृपया उपरोक्त विवरण का संदर्भ लिया जाए। इस संबंध में भारतीय विमानपत्तन प्राधिकरण द्वारा, जो इसके बाद क्रेता के रूप में जाना जाएगा, अनुलग्नक - I में दिये गए विवरण के अनुसार, मेसर्स एम्बी सॉफ्टवेयर प्राइवेट लिमिटेड को, जो इसके बाद ठेकेदार के रूप में जाना जाएगा, "न्यू एटीएस कॉम्प्लेक्स, कोलकाता में ऑडियो वीडियो इंफ्रास्ट्रक्चर की स्थापना" के लिए, आनंदपूर्वक कार्य आदेश दिया जा रहा है। आदेश के सभी नियम और शर्तें निविदा प्रक्रिया के दौरान जारी किए गए एनआईटी और इसके समक्ष जारी किए गए शुद्धिपत्र के अनुसार होंगे। कार्य आदेश और संबंधित नियम और शर्तों का विवरण नीचे दिया गया है:

Reference may please be made to the aforementioned details. In this regard Airports Authority of India, hereinafter, referred to as **Purchaser**, is pleased to place Work Order for the "Establishment of Audio Video Infrastructure at New ATS Complex, Kolkata" as per details in Annexure - I to M/s Embee Software Pvt Ltd, hereinafter referred to as **Contractor**. All the Terms and Conditions of the order shall be as per NIT & Its Subsequent Corrigendum published during tendering process. The details of work order and related Terms & Conditions are as appended below:

1. वस्तुओं का विवरण और मूल्य / Item details and Price:

- 1.1. अनुलग्नक-I के अनुसार वस्तुओं पर ₹ 7,20,26,040.00 (सात करोड़ बीस लाख छब्बीस हजार चालीस मात्र) की कुल लागत पर आपूर्ति या व्यापक रखरखाव के तहत की जाएगी। कीमतें जीएसटी को छोड़कर, अन्य सभी



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सांविधिक शुल्कों या करों को शामिल करती हैं। भारत सरकार की प्रचलित दरों के अनुसार जीएसटी का अतिरिक्त भुगतान किया जाएगा।

The Items as per Annexure-I shall be supplied or under Comprehensive Maintenance at a total Cost of ₹ 7,20,26,040.00 (INR Seven Crore Twenty Lakh Twenty-Six Thousand & Forty Only). The prices are excluding GST but inclusive of all statutory charges or Taxes. GST shall be paid extra as per the prevailing GOI rates.

2. कार्यस्थल / Worksite:

परियोजना के लिए कार्य स्थल न्यू ऑपरेशनल कॉम्प्लेक्स, एन.एस.सी.बी.आई. हवाई अड्डा, कोलकाता-700052 होगा।

Worksites for the project shall be as New Operational Complex, N.S.C.B.I. Airport, Kolkata- 700052.

3. अनुबंध की अवधि / Time Schedule:

3.1. निविदा आमंत्रण सूचना के अनुसार कार्य एएआई से खरीद आदेश/कार्य आदेश देने के 1 वर्ष यानी 365 दिनों के भीतर पूरा किया जाना चाहिए।

The Work as per Notice Inviting Tender shall be completed within 1 year i.e. 365 days of placement of Purchase Order / Work Order from AAI.

4. भुगतान प्राधिकरण / Paying Authority:

4.1. कार्यपालक निदेशक, क्षेत्रीय मुख्यालय-पूर्वी क्षेत्र, भारतीय विमानपत्तन प्राधिकरण, कोलकाता-700052 भुगतान प्राधिकारी होंगे।

The Executive Director, Regional Headquarters - Eastern Region, Airports Authority of India, Kolkata-700052 shall be Paying Authority.

5. भुगतान की शर्तें / Terms of Payment:

कार्य की प्रगति के अनुसार परियोजना प्रबंधक/सक्षम प्राधिकारी द्वारा विधिवत अनुमोदित चल रहे बिलों के रूप में भुगतान निम्नलिखित तरीके से किया जाएगा

Payment shall be made in the form of running bills duly approved by Project Manager / Competent Authority in accordance with the progress of the work in following manner: -

5.1. आपूर्ति, स्थापना, परीक्षण और चालू बस्तु के लिए / For Supply, Installation, Testing & Commissioning Items:

5.1.1. किसी भी गतिविधि के लिए संघटन अग्रिम का भुगतान नहीं किया जाएगा।

No mobilization advance shall be paid for any activity.

5.1.2. जीएसटी को छोड़कर वस्तु की आपूर्ति के लिए खरीद आदेश मूल्य का 70%, जैसा लागू हो, और अच्छी स्थिति में साइट पर सामग्री की प्राप्ति के खिलाफ 100%।



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70% of purchase order price for supply of items excluding GST along with 100 % of GST shall be released after receipt of goods at site in good condition.

5.1.3. वस्तु के एस.आई.टी.सी के क्रय आदेश मूल्य का 20% वास्तविक कार्य के अनुसार संतोषजनक स्थापना पर जारी किया जाएगा।

20% of the purchase order price for SITC of item shall be released against satisfactory installation.

5.1.4. वस्तु की एस.आई.टी.सी के लिए क्रय आदेश मूल्य का 10% संपूर्ण परियोजना के संतोषजनक परीक्षण और कमीशनिंग के लिए जारी किया जाएगा।

10% of the purchase order price for SITC of item shall be released against satisfactory testing & commissioning of the entire Project.

5.1.5. भुगतान जारी करने के लिए आवश्यक दस्तावेज।

Documents required for release of payment.

5.1.5.1. इस संबंध में बि.ओ.किउ या आगे के आदेश में उल्लिखित मदों के अनुसार चालान / चालान की तीन प्रतियां।

Three copies of Invoice / invoices according to the items mentioned in BoQ or further order in this regard.

5.1.5.2. डिलीवरी चालान + 2 प्रतियां।

Delivery Challan + 2 Copies.

5.1.5.3. निर्माता की गुणवत्ता स्व-प्रमाणन / प्रकार परीक्षण का प्रमाण पत्र, जैसा लागू हो।

Certificate of Manufacturer's Quality Self-Certification / Type Test, as applicable

5.1.5.4. भौतिक रूप से अच्छी तरह से पैक की गई स्थिति में स्थान पर सामग्री रसीद का स्थान स्वीकृति प्रमाण पत्र।

Site acceptance Certificate of goods receipt at site in physically good packed condition.

5.1.5.5. लागू होने पर स्थापना रिपोर्ट।

Installation report as applicable.

5.1.5.6. अंतिम भुगतान के लिए कमीशन प्रमाण पत्र (जैसा लागू हो)।

Commissioning Certificate (As applicable) for final payment

5.1.5.7. जैसा लागू हो, अनुलग्नक-IV के अनुसार सर्वर में आपूर्ति किए गए आईटी हार्डवेयर/ सॉफ्टवेयर की प्रामाणिकता के लिए वचनबद्धता।

Undertaking for Authenticity of IT Hardware/ Software Supplied in Server as per Annexure-IV, as applicable.

5.1.5.8. आयकर अधिनियम, 1961 की धारा 206AB/206CCA के तहत कर की कटौती/ संग्रहण के संबंध में स्व-घोषणा अनुलग्नक - II के अनुसार।

Self-Declaration as per Annexure – II u/s 206AB/206CCA of 'The Income Tax Act, 1961 regarding Deduction / Collection of Tax

5.1.5.9. पिछले आरए बिलों के लिए जि.एस.टी.आर-1 में दर्शाए गए सभी कर चालान और चालान की प्रति/ स्क्रीनशॉट के लिए अनुलग्नक - III के अनुसार जीएसटी घोषणा।

GST Declaration as per Annexure – III against all the Tax invoice and copy / Screenshot of the invoice as appearing in the GSTR-1 for previous RA Bills.

5.1.5.10. बीमा प्रमाणपत्र जो लागू हो।

Insurance Certificate as applicable.



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5.2. आपूर्ति वस्तुओं के लिए/ For Supply Items:

5.2.1. किसी भी गतिविधि के लिए संघटन अग्रिम का भुगतान नहीं किया जाएगा।
No mobilization advance shall be paid for any activity.

5.2.2. जीएसटी को छोड़कर वस्तु की आपूर्ति के लिए खरीद आदेश मूल्य का 70%, जैसा लागू हो, और अच्छी स्थिति में साइट पर सामग्री की प्राप्ति के खिलाफ 100%।
70% of purchase order price for supply of items excluding GST along with 100 % of GST shall be released after receipt of goods at site in good condition.

5.2.3. जीएसटी को छोड़कर आपूर्ति वस्तु के लिए खरीद आदेश मूल्य का 20% संबंधित सेवाओं के पूरा होने पर जारी किया जाएगा।
20% of the purchase order price for Supply item excluding GST shall be released against completion of related services.

5.2.4. जीएसटी को छोड़कर आपूर्ति वस्तु के लिए खरीद आदेश मूल्य का 10% संपूर्ण परियोजना के परीक्षण और कमीशनिंग के बाद जारी किया जाएगा।
10% of the purchase order price for Supply item excluding GST shall be released after testing & commissioning of the entire Project

5.2.5. भुगतान जारी करने के लिए आवश्यक दस्तावेज।
Documents required for release of payment.

5.2.5.1. इस संबंध में बि.ओ.किउ या आगे के आदेश में उल्लिखित मदों के अनुसार चालान / चालान की तीन प्रतियां। में उल्लिखित मदों के अनुसार चालान/चालान की तीन प्रतियां या इस संबंध में आगे के आदेश।
Three copies of Invoice / invoices according to the items mentioned in BoQ or further order in this regard.

5.2.5.2. डिलीवरी चालान + 2 प्रतियां।
Delivery Challan + 2 Copies.

5.2.5.3. भौतिक रूप से अच्छी तरह से पैक की गई स्थिति में साइट पर सामग्री रसीद का साइट स्वीकृति प्रमाण पत्र।
Site acceptance Certificate of goods receipt at site in physically good packed condition.

5.2.5.4. आयकर अधिनियम, 1961 की धारा 206AB/206CCA के तहत कर की कटौती/संग्रहण के संबंध में स्व-घोषणा अनुलग्नक - II के अनुसार।
Self-Declaration Annexure – II u/s 206AB/206CCA of 'The Income Tax Act, 1961 regarding Deduction/Collection of Tax.

5.2.5.5. जि.एस.टि.आर-1 में दर्शाए गए सभी कर चालान और चालान की प्रति / स्क्रीनशॉट के लिए अनुलग्नक - III के अनुसार जीएसटी घोषणा।
GST Declaration as per Annexure – III against all the Tax invoice and copy / Screenshot of the invoice as appearing in the GSTR-1.

5.2.5.6. बीमा प्रमाणपत्र जो लागू हो।
Insurance Certificate as applicable.



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5.3. सेवा वस्तुओं के लिए / For Service Items:

5.3.1. किसी भी गतिविधि के लिए संघटन अग्रिम का भुगतान नहीं किया जाएगा।

No mobilization advance shall be paid for any activity

5.3.2. जीएसटी को छोड़कर सेवा वस्तु के लिए खरीद आदेश मूल्य का 90% साथ में 100% जीएसटी के साथ वास्तविक कार्य के अनुसार सेवा के संतोषजनक प्रस्तुतिकरण के आधार पर जारी किया जाएगा।

90% of the purchase order price for Service item excluding GST along with 100 % of GST shall be released against satisfactory rendition of service, as per actual work done.

5.3.3. जीएसटी को छोड़कर सेवा वस्तु के लिए खरीद आदेश मूल्य का 10% संपूर्ण परियोजना के परीक्षण और कमीशनिंग के बाद जारी किया जाएगा।

10% of the purchase order price for Service item excluding GST shall be released after Testing & commissioning of the entire Project.

5.3.4. भुगतान जारी करने के लिए आवश्यक दस्तावेज।

Documents required for release of payment.

5.3.4.1. इस संबंध में बि.ओ.किड या आगे के आदेश में उल्लिखित मदों के अनुसार चालान / चालान की तीन प्रतियां।

Three copies of Invoice / invoices according to the items mentioned in BoQ or further order in this regard.

5.3.4.2. स्थापना/माप/फिक्सेशन रिपोर्ट, जैसा लागू हो।

Installation/ Measurement/ Fixation report as applicable.

5.3.4.3. अंतिम भुगतान के लिए परीक्षण और कमीशनिंग प्रमाणपत्र (जैसा लागू हो)।

Testing and Commissioning Certificate (as applicable) for final payment

5.3.4.4. आयकर अधिनियम, 1961 की धारा 206AB/206CCA के तहत कर की कटौती/संग्रहण के संबंध में स्व-घोषणा अनुलग्नक - II के अनुसार।

Self-Declaration as per Annexure – II u/s 206AB/206CCA of 'The Income Tax Act, 1961 regarding Deduction/Collection of Tax.

5.3.4.5. पिछले आरए बिलों के लिए जि.एस.टि.आर-1 में दर्शाए गए सभी कर चालान और चालान की प्रति/ स्क्रीनशॉट के लिए अनुलग्नक - III के अनुसार जीएसटी घोषणा।

GST Declaration as per Annexure – III against all the Tax invoice and copy / Screenshot of the invoice as appearing in the GSTR-1 for previous RA Bills.

5.3.4.6. बीमा प्रमाणपत्र जो लागू हो।

Insurance Certificate as applicable.

5.3.5. भुगतान देरी/वसूली के लिए किसी भी मुआवजे की कटौती के बाद जारी किया जाएगा जिसके लिए ठेकेदार ने अनुबंध के प्रावधान और लागू आयकर और कानूनों और खरीद आदेश के अनुसार लागू कटौती के अनुसार खुद को उत्तरदायी ठहराया होगा।

Payments shall be released after deducting any Compensation for Delay / Recovery for which the Contractor might have rendered themselves liable as per provision of contract and applicable income tax and applicable deductions as per laws & purchase order.



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5.3.6. किसी भी कर योग्य आपूर्ति/सेवाओं के लिए बोली लगाने वाले को वैध कर चालान के आधार पर जीएसटी (वस्तु एवं सेवा कर) का भुगतान किया जाएगा। बोली लगाने वाले को कर का प्रकार और कर प्रतिशत प्रदान करना आवश्यक है।

GST (Goods and Service Tax) shall be paid to the bidder for any taxable supply / services against a valid tax invoice. The bidder is required to provide the tax type and tax percentage.

5.3.7. सुरक्षा जमा: जीएसटी को छोड़कर प्रत्येक चालान राशि का 05% (पांच) अधिकतम दोष देयता अवधि के लिए सुरक्षा जमा के बदले में रोक दिया जाएगा, यानी संपूर्ण परियोजना के चालू होने की तारीख के बाद 5 वर्ष 90 दिन।

Security Deposit: 05% (Five) of each invoiced amount excluding GST shall be withheld in lieu of the Security Deposit for the maximum defect liability period i.e. 5 years 90 days post the date of commissioning of the entire project.

6. परियोजना प्रबंधक - एएआई / Project Manager – AAI:

6.1. उप म.प्र. (आईटी), क्षे.मु-पू.क्षे, भारतीय विमानपत्तन प्राधिकरण के लिए इस ठेके के लिए परियोजना प्रबंधक भा.वि.प्रा के रूप में कार्य करेंगे।

DGM (IT), RHQ-ER, shall act as the Project Manager – AAI to this contract for Airports Authority of India.

6.2. विक्रेता का परियोजना प्रबंधक: मेसर्स एम्बी सॉफ्टवेयर प्राइवेट लिमिटेड कार्य आदेश प्राप्त होने पर तुरंत परियोजना प्रबंधक का नाम निर्दिष्ट करेगा।

Vendor's Project Manager: M/s Embee Software Private Limited shall immediately on receipt of the Work Order shall specify the name of the Project Manager.

7. अनुबंध पर हस्ताक्षर / Signing of Contract:

7.1. कार्य आदेश जारी करना मेसर्स एम्बी सॉफ्टवेयर प्राइवेट लिमिटेड पर अनुबंध का पुरस्कार होगा। अनुलग्नक-V के अनुसार अनुबंध पर हस्ताक्षर और अनुलग्नक-VI के अनुसार जीएसटी के संबंध में एल-1 बोलीदाता/ संस्थान द्वारा अंडरटेकिंग जमा करना स्वीकृति पत्र के 15 दिनों के भीतर पूरा किया जाएगा।

The issue of Work Order shall constitute the award of contract on M/s Embee Software Private Limited. The signing of the Contract as per Annexure – V and submission of Undertaking by L-1 Bidder / Agency regarding GST as per Annexure – VI shall be completed within 15 days of the acceptance letter.

7.2. एल-1 बोलीदाता को स्वीकृति पत्र के 30 दिनों के भीतर सीपीपी पोर्टल पर अपलोड किए गए सभी दस्तावेजों की हार्ड कॉपी को जमा करनी होगी।

The L-1 Bidder should also submit hard copies of all the documents uploaded on CPP Portal within 30 days of the acceptance letter.

8. प्रदर्शन बैंक गारंटी / Performance Bank Guarantee:



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- 8.1. मैसर्स एम्बी सॉफ्टवेयर प्राइवेट लिमिटेड एक अपरिवर्तनीय और बिना शर्त बैंक गारंटी (अनुबंध प्रदर्शन सुरक्षा के बदले) के रूप में खरीद आदेशों के मूल्य के 05% (पाँच प्रतिशत) के बराबर मूल्य के लिए एक अयोग्य अनुबंध प्रदर्शन गारंटी अनुसूचित बैंक द्वारा अनुलग्नक-VII के रूप में संलग्न प्रोफार्मा के अनुसार प्रस्तुत करेगा। खरीद आदेश जारी होने के 30 दिनों के भीतर गारंटी प्रस्तुत करनी होगी, और यह वारंटी दायित्वों सहित आपूर्तिकर्ता के सभी संविदात्मक दायित्वों को पूरा करने की तारीख से 90 दिनों की अवधि के लिए वैध रहना चाहिए।

The M/s Embee Software Private Limited shall submit an unqualified Contract performance guarantee (in lieu of Contract Performance security) of the value equivalent to 05% (Five percent) of the value of Purchase Orders in the form of an irrevocable and unconditional bank guarantee on Nationalized / scheduled bank as per Proforma attached as Annexure-VII. The guarantee shall be submitted within 30 calendar days of the issue of Purchase Order, and it should remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

- 8.2. मैसर्स एम्बी सॉफ्टवेयर प्राइवेट लिमिटेड द्वारा अनुबंध के उल्लंघन की स्थिति में प्रदर्शन बैंक गारंटी जब्त कर ली जाएगी और भा.बि.प्रा के खातों में जमा कर दी जाएगी। यह मैसर्स एम्बी सॉफ्टवेयर प्राइवेट लिमिटेड को बिना ब्याज के वापस किया जाना चाहिए, जब वह विधिवत रूप से अनुबंध को पूरा करता है और अनुबंध के तहत वारंटी सहित ऐसे सभी दायित्वों को पूरा करने के 90 (नब्बे) दिनों के बाद नहीं।

The Performance Bank Guarantee will be forfeited and credited to the accounts of AAI in the event of a breach of contract by M/s Embee Software Private Limited. It should be refunded to M/s Embee Software Private Limited 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.

- 8.3. यदि मैसर्स एम्बी सॉफ्टवेयर प्राइवेट लिमिटेड निर्धारित अवधि के भीतर पि.बि.जि जमा करने में विफल रहता है, तो प्रदर्शन गारंटी राशि पर 12% प्रति वर्ष की दर से ब्याज जमा करने की विलंबित अवधि के लिए लगाया जाएगा (गैर-वापसी योग्य) और निष्पादन बैंक गारंटी मूल्य के बराबर राशि, जो भी पहले हो, आवश्यक दस्तावेज के साथ इसे देय पहले बिल से काट लिया जाएगा।

In case M/s Embee Software Private Limited fails to submit the PBG within stipulated period, interest at 12% p.a on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission of Bills along with required document till amount equal to Performance Bank Guarantee value, whichever is earlier.

- 8.4. लगाए गए ब्याज की राशि (गैर-वापसीयोग्य) ठेकेदार को देय बिलों से काट ली जाएगी। इसके अलावा, निर्धारित प्रदर्शन बैंक गारंटी मूल्य (एएआई को खरीद आदेश मूल्य का 05%) प्रदर्शन बैंक गारंटी के बदले में देय बिलों से तब तक रोका जाएगा जब तक कि इसे जमा नहीं किया जाता है या परियोजना के सफल कमीशनिंग तक, जो भी पहले हो।

The interest amount levied (non-refundable) shall be deducted from the bills payable to the Contractor. Also, the Stipulated Performance Bank Guarantee Value (05% of the Purchase Order Price to AAI) shall be withheld from Bills payable in lieu of Performance Bank Guarantee until the same is submitted or till the successful commissioning of the project, whichever is earlier.

- 8.5. हालाँकि, पीबीजी जमा करने की विस्तारित अवधि को एएआई में स्वीकारकर्ता प्राधिकारी द्वारा अनुमोदित किया जाना चाहिए।



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However, the extended period for PBG submission should be approved by the Accepting Authority in AAI.

- 8.6. यदि मैसर्स एम्बी सॉफ्टवेयर प्राइवेट लिमिटेड अपनी बोली के स्वीकृति पत्र के जारी होने के 60 दिनों के भीतर प्रदर्शन गारंटी प्रस्तुत करने में विफल रहता है, तो भा.बि.प्रा आदेश को रद्द करने का अधिकार सुरक्षित रखता है।

In case, M/s Embee Software Private Limited fails to submit performance guarantee within 60 days of the issue of the letter of acceptance of his bid, AAI reserve the right to Cancel the order.

- 8.7. इसके अतिरिक्त, जीएसटी को छोड़कर प्रत्येक चालान राशि का 05% (पांच) अधिकतम दोष देयता अवधि के लिए सुरक्षा जमा के बदले में रोक दिया जाएगा, यानी संपूर्ण परियोजना के चालू होने की तारीख के बाद 5 वर्ष 90 दिन।

Additionally, 05% (Five) of each invoice amount excluding GST shall be withheld in lieu of the Security Deposit for the maximum defect liability period i.e. 5 years 90 days post the date of commissioning of the entire project.

- 8.8. प्रदर्शन गारंटी एवं सुरक्षा जमा राशि भा.बि.प्रा को बिना किसी शर्त के देय होगी और गारंटी अपरिवर्तनीय होगी।
The performance guarantee & Security Deposit amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.

- 8.9. प्रदर्शन गारंटी एवं सुरक्षा जमा राशि को गारंटी के अन्य प्रावधानों के अलावा, मैसर्स एम्बी सॉफ्टवेयर प्राइवेट लिमिटेड से निम्नलिखित गारंटी को नियंत्रित करने के लिए समझा जाएगा।

The performance guarantee & Security Deposit shall be deemed to govern the following guarantees from M/s Embee Software Private Limited, in addition to other provisions of the guarantee:

- 8.9.1. दोष देयता अवधि उन दोषों को कवर करने के लिए है जो वारंटी/ सहयोग अवधि के पूरा होने के बाद भी लंबित रहते हैं। इसमें वारंटी अवधि की समाप्ति से ठीक पहले होने वाली अनुपयोगिता, आश्वस्ति / सहयोग अवधि के अंत में अनुपयोगी रहने पर अनुपयोगिता, अनुपयोगी पुर्जों या उप-प्रणालियों की मरम्मत, जो आश्वस्ति / सहयोग अवधि के पूरा होने से पहले अनुपयोगी हो गए थे, आदि शामिल हैं।

Defect liability period is to cover the defects which remain pending after the completion of the Warranty/ Support period. It includes unserviceability occurring immediately prior to the end of the Warranty period, unserviceability which remains unattended at the end of the Warranty / Support period repairs of unserviceable parts or sub-systems which became unserviceable prior to completion of Warranty/ Support period etc.

- 8.9.2. आश्वस्ति / सहयोग अवधि के पूरा होने पर, यदि मैसर्स एम्बी सॉफ्टवेयर प्राइवेट लिमिटेड काम करने की स्थिति में सभी प्रणालियों / उप-प्रणालियों को भा.बि.प्रा को सौंप देगा। किसी भी अनुपयोगी प्रणाली/ उप-प्रणाली को दोष दायित्व के अंतर्गत कवर किया जाएगा।

At the time of completion of the Warranty / Support period, the M/s Embee software Private Limited shall handover all the systems / sub-systems in working conditions to AAI. Any unserviceable system / subsystem shall be covered under defect liability.



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8.9.3. अनुबंध के तहत हार्डवेयर / सेवाएं सभी दोषों/ बगों से मुक्त होंगी और भा.बि.प्रा से लिखित नोटिस पर, यदि मेसर्स एम्बी सॉफ्टवेयर प्राइवेट लिमिटेड, भा.बि.प्रा को पूरी तरह से मुक्त करेगा, ऐसे सभी दोषों / बग को सामान्य उपयोग के प्रत्याभूति/ आश्वस्ति के तहत अवधि के भीतर उक्त हार्डवेयर की विकसित किया जाएगा।

The Hardware / Services under the contract shall be free from all defects / bugs and upon written notice from AAI, M/s Embee Software Private Limited shall fully remedy, free of expenses to AAI, all such defects/ bug as developed under the normal use of the said hardware. within the period of Guarantee / Warranty.

8.10. प्रदर्शन प्रत्याभूति का उद्देश्य पूरे व्यवस्था के प्रदर्शन को सुरक्षित करना है। हालांकि, इसे किसी अन्य खंड में निर्धारित नुकसान को सीमित करने के रूप में नहीं माना जाना चाहिए।

The performance guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clause.

8.11. निष्पादन बैंक गारंटी और सुरक्षा जमा राशि ठेकेदार को अधिकतम दोष देयता अवधि के पूरा होने के बाद यानी पूरे प्रोजेक्ट के चालू होने की तारीख से 5 साल 90 दिन बाद, 'विलंब/ वसूली का मुआवजा' खंड के तहत यदि कोई हो तो जुर्माना/ वसूली काटने के बाद जारी की जाएगी।

The Performance Bank Guarantee & Security Deposit amount shall be released to the contractor post completion of maximum defect liability period i.e. 5 years 90 days post the date of commissioning of the entire project, after deducting the penalty/ recoveries, if any as applicable, as per the 'Compensation of Delay / Recovery' clause.

8.12. पि.बि.जि की वैधता अवधि बोलीदाता द्वारा तब बढ़ाई जाएगी जब और अनंतिम विस्तार दिया जाएगा।
The validity period of PBG shall be extended by the bidder as and when provisional extension is granted.

9. डिफॉल्ट और जोखिम खरीद के लिए समाप्ति / Termination for Default and Risk Purchase:

9.1. निम्नलिखित मामलों में अनुबंध समाप्त किया जा सकता है:

Contract may be terminated in the following cases:

9.1.1. चूक: यदि ठेकेदार निर्दिष्ट समय सीमा के भीतर खरीद आदेश में निर्धारित किसी भी या सभी वस्तुओं / सेवाओं / कार्यों को पूरा करने में विफल रहता है।

Default: If the Contractor fails to deliver any or all the items / services / Completion of works as stipulated in the purchase order within the specified time limit.

9.1.2. किसी भी दायित्व को निभाने में विफलता: यदि ठेकेदार अनुबंध के तहत किसी भी दायित्व को निभाने में विफल रहता है।

Failure to perform any obligation: If the Contractor fails to perform any obligation under the contract.

9.2. यदि अनुबंध समाप्त हो जाता है, तो एएआई अधिकार ले सकता है:

If the contract is terminated, AAI may take recourse in:

9.2.1. ईएमडी की जब्ती।

Forfeiture of the EMD.



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Airports Authority of India
सू.प्रा. विभाग, क्षेत्रीय मुख्यालय (पूर्वी क्षेत्र), कोलकाता
IT Division, RHQ (ER), Kolkata

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- 9.2.2. निष्पादन बैंक गारंटी को जब्त करना।
Forfeiture of the Performance Bank Guarantee.
- 9.2.3. एएआई वैकल्पिक स्रोत (जोखिम खरीद) से वस्तु खरीदने का सहारा ले सकता है और विक्रेता से लागत वसूल कर सकता है।
AAI may resort to buying the item from an alternate source (Risk Purchase) and recover the cost from the seller.
- 9.2.4. हालाँकि, ठेकेदार उस सीमा तक अनुबंध को पूरा करना जारी रखेगा जहां तक उसे समाप्त नहीं किया गया है।
The Contractor, however, shall continue to fulfil the contract to the extent not terminated.
- 9.3. यदि ठेकेदार दिवालिया हो जाता है तो एएआई ठेकेदार को लिखित सूचना देकर अनुबंध समाप्त कर सकता है।
The AAI may terminate the contract by giving a written notice to the Contractor if the Contractor becomes insolvent.
- 9.4. यदि कोई अप्रत्याशित स्थिति उत्पन्न होती है, जिससे एएआई को अनुबंध रद्द करने के लिए मजबूर होना पड़ेगा तो एएआई अनुबंध को रद्द कर सकता है।
The AAI may terminate the contract if an unforeseen situation arises, compelling AAI to cancel the contract.
10. अन्य नियम और शर्तें एन.आई.टी 2023_AAI_150758_1 और इसके शुद्धिपत्र के नियमों और शर्तों के अनुसार होंगी।
Other Terms & Condition shall be as per Terms & Conditions of the NIT 2023_AAI_150758_1 & its Corrigendum.
11. इस पुरस्कार पत्र की एक प्रति इसके साथ संलग्न है, जिसे आपकी स्वीकृति के प्रतीक के रूप में प्रत्येक पृष्ठ पर विधिवत हस्ताक्षरित करके इस कार्यालय को वापस किया जा सकता है।
A duplicate copy of this award letter is enclosed herewith, which may be returned duly signed on each page, to this office as a token of your acceptance.
12. अंग्रेजी और हिन्दी के बीच किसी भी विसंगति के लिए, अंग्रेजी व्याख्या पर विचार किया जाएगा।
For any discrepancy between English and Hindi, English interpretation shall be considered.
13. कृपया इस पत्र की प्राप्ति को स्वीकार करें।
Please acknowledge the receipt of this letter.

भारतीय विमानपत्तन प्राधिकरण के लिए /
For Airports Authority of India
मुकेश कुमार / Mukesh Kumar
उप महाप्रबंधक (सू.प्रा.), क्षेत्रीय-पूर्व क्षेत्र
Dy. General Manager (IT), RHQ-ER
भा.वि.प्रा., नै.सु.च.बो.अ. हवाई अड्डा, कोल-52
A.A.I., N.S.C.B.I. Airport, Kolkata-52



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Annexure-I: Item Details & Price

Name of Work: Establishment of Audio Video Infrastructure at New ATS Complex, Kolkata.

Tender Reference No: AAI/ER/IT/NIT/2023-24/03

Tender ID: 2023_AAI_150758_1

SCHEDULE OF WORK / ITEM(S)						
Sl. No.	Description of Work / Item(s)	Qty.	UoM	Make	Unit Cost (Excl. GST)	Total Cost (Excl. GST)
1	SITC of 98" Display Screen with 5 year warranty	1	No	Promark	₹ 11,44,782.80	₹ 11,44,782.80
2	SITC of 98" Interactive Display Screen with 5 year warranty	2	No	Promark	₹ 11,38,991.00	₹ 22,77,982.01
3	SITC of Minimum 85 inches Interactive Display with 5 year warranty	2	No	Promark	₹ 3,72,465.50	₹ 7,44,930.99
4	SITC of Interactive Display screen of Size 75 inches with 5 year warranty	4	No	Promark	₹ 2,06,222.13	₹ 8,24,888.54
5	SITC of 65" Display screen with 5 year warranty	4	No	Samsung	₹ 1,65,199.47	₹ 6,60,797.88
6	SITC of Display screen of Size 75 inches with content management controller with 5 year warranty	19	No	Samsung	₹ 1,79,958.30	₹ 34,19,207.72
7	SITC of Portrait Mode display screen with dimension 1200mm x 700 mm with content management controller with 5 year warranty	15	No	Samsung	₹ 1,08,550.91	₹ 16,28,263.71
8	SITC of Content Management controller for display images on Portrait mode display screen with support and license for 5 year warranty	1	No	Samsung	₹ 1,28,992.20	₹ 1,28,992.20
9	SITC of Floor Mount Stand for 98 inches display	1	No	Promark	₹ 62,100.36	₹ 62,100.36
10	SITC of Floor Mount Stand for 85 inches display	4	No	Promark	₹ 59,365.92	₹ 2,37,463.67
11	SITC of Floor Mount Stand for 75 inches display	24	No	Promark	₹ 40,863.77	₹ 9,80,730.58
12	SITC of Floor Mount Stand for 65 inches display	4	No	Promark	₹ 35,233.43	₹ 1,40,933.72



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Airports Authority of India
सू.प्रौ. विभाग, क्षेत्रीय मुख्यालय (पूर्वी क्षेत्र), कोलकाता
IT Division, RHQ (ER), Kolkata

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Ref. AAI/ER/IT/PO/2023-24/01

SCHEDULE OF WORK / ITEM(S)						
Sl. No.	Description of Work / Item(s)	Qty.	UoM	Make	Unit Cost (Excl. GST)	Total Cost (Excl. GST)
13	SITC of Retractable Touch Monitors for Chairman with lift with 5 year warranty	4	No	EIS	₹ 4,38,584.24	₹ 17,54,336.95
14	SITC of Table top Touchscreen Monitor or Digital interactive platform with 5 year warranty	80	No	Samsung	₹ 29,280.18	₹ 23,42,414.46
15	SITC of Wireless Presentation Device with 5 year warranty	3	No	Extron	₹ 1,46,257.39	₹ 4,38,772.17
16	SITC of Wireless or Wired Chairman Unit with 5 year warranty	7	No	Erthpot	₹ 1,13,067.32	₹ 7,91,471.24
17	SITC of Wireless or wired Delegate Unit with 5 year warranty	49	No	Erthpot	₹ 1,13,067.32	₹ 55,40,298.67
18	SITC of Control Unit with 5 year warranty	3	No	Erthpot	₹ 7,75,593.34	₹ 23,26,780.03
19	SITC of Wireless Lapel Microphone with 5 year warranty	5	No	Sennheiser	₹ 92,807.14	₹ 4,64,035.68
20	SITC of Wireless Handheld Microphone with 5 year warranty	6	No	Sennheiser	₹ 92,807.14	₹ 5,56,842.82
21	SITC of Wired Touchscreen Panel - Type 1 with 5 year warranty	5	No	Extron	₹ 1,78,433.47	₹ 8,92,167.35
22	SITC of Wired Touchscreen Panel - Type 2 with 5 year warranty	2	No	Extron	₹ 2,27,674.85	₹ 4,55,349.69
23	SITC of USB Extenders with 5 year warranty	4	No	Extron	₹ 83,952.01	₹ 3,35,808.03
24	SITC Of PIP Processor 4CH with 5 year warranty	3	No	Cypress	₹ 2,69,767.03	₹ 8,09,301.09
25	SITC Of PIP Processor 2CH with 5 year warranty	1	No	Cypress	₹ 1,98,681.69	₹ 1,98,681.69
26	SITC of Patch Panel 24 port	1	No	Legrand	₹ 10,625.13	₹ 10,625.13
27	SITC of Mini PC with wireless keyboard and Mouse with 5 year warranty	1	No	Hpi	₹ 87,796.98	₹ 87,796.98
28	SITC of Matrix Switcher with De-embedded Audio Output - Type 1 with 5 year warranty	1	No	Extron	₹ 5,20,189.63	₹ 5,20,189.63
29	SITC of Matrix Switcher with De-embedded Audio Output - Type 2 with 5 year warranty	3	No	Extron	₹ 4,01,233.13	₹ 12,03,699.38



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SCHEDULE OF WORK / ITEM(S)						
Sl. No.	Description of Work / Item(s)	Qty.	UoM	Make	Unit Cost (Excl. GST)	Total Cost (Excl. GST)
30	SITC of Matrix Switcher with De-embedded Audio Output - Type 3 with 5 year warranty	3	No	Extron	₹ 2,73,014.02	₹ 8,19,042.07
31	SITC of Lecture or Session Recording with 5 year warranty	4	No	Extron	₹ 3,16,891.58	₹ 12,67,566.33
32	SITC of HDMI Transmitter over Twisted Pair with 5 year warranty	31	No	Extron	₹ 35,130.92	₹ 10,89,058.54
33	SITC of HDMI Receiver over Twisted Pair with 5 year warranty	31	No	Extron	₹ 35,130.92	₹ 10,89,058.54
34	SITC of HDMI PTZ Camera (mounting kit included) - Type 1 with 5 year warranty	10	No	Lumens	₹ 2,53,174.98	₹ 25,31,749.84
35	SITC of HDMI PTZ Camera (mounting kit included) - Type 2 with 5 year warranty	3	No	Lumens	₹ 3,23,538.48	₹ 9,70,615.44
36	SITC of HDMI Distribution Amplifier - Type 1 with 5 year warranty	1	No	Extron	₹ 63,378.32	₹ 63,378.32
37	SITC of HDMI Distribution Amplifier - Type 2 with 5 year warranty	2	No	Extron	₹ 72,836.54	₹ 1,45,673.09
38	SITC of HDMI Distribution Amplifier - Type 3 with 5 year warranty	1	No	Extron	₹ 1,31,631.82	₹ 1,31,631.82
39	SITC of HDMI and Audio to USB Scaling Bridge for seamless Soft VC with 5 year warranty	6	No	Extron	₹ 2,09,635.71	₹ 12,57,814.24
40	SITC of Gooseneck Microphone with Base with 5 year warranty	47	No	Sennheiser	₹ 56,093.30	₹ 26,36,384.88
41	SITC of Firewall or UTM with 5 year warranty, License and support	1	No	Sophos	₹ 2,44,948.58	₹ 2,44,948.58
42	SITC of Digital Podium (interactive display, microphone etc) - Type 1 with 5 year warranty	2	No	Promark	₹ 6,16,505.16	₹ 12,33,010.32
43	SITC of Digital Podium (interactive display, microphone etc) - Type 2 with 5 year warranty	1	No	Promark	₹ 5,45,715.39	₹ 5,45,715.39
44	SITC of Digital Desk with Interactive Screen and accessories for presentation with 5 year warranty	3	No	AHA	₹ 6,82,244.61	₹ 20,46,733.84



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IT Division, RHQ (ER), Kolkata

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SCHEDULE OF WORK / ITEM(S)						
Sl. No.	Description of Work / Item(s)	Qty.	UoM	Make	Unit Cost (Excl. GST)	Total Cost (Excl. GST)
45	SITC of Wall Mount Speakers with 5 year warranty	22	No	Sonodyne	₹ 44,559.25	₹ 9,80,303.46
46	SITC of Column Array Speakers - Type 1 with 5 year warranty	2	No	Sonodyne	₹ 76,936.08	₹ 1,53,872.15
47	SITC of Column Array Speakers - Type 2 with 5 year warranty	8	No	Sonodyne	₹ 58,051.23	₹ 4,64,409.84
48	SITC of Cable Cubby - Type 1 with 5 year warranty	16	No	LogicAV	₹ 1,18,071.50	₹ 18,89,144.01
49	SITC of Cable cubby - Type 2 with 5 year warranty	41	No	LogicAV	₹ 30,889.58	₹ 12,66,472.89
50	SITC of AV Control Processor - Type 1 with 5 year warranty	5	No	Extron	₹ 1,95,010.14	₹ 9,75,050.69
51	SITC of AV Control Processor - Type 2 with 5 year warranty	2	No	Extron	₹ 3,27,616.66	₹ 6,55,233.31
52	SITC of Audio Power Amplifier with 5 year warranty	9	No	Sonodyne	₹ 2,40,094.75	₹ 21,60,852.74
53	SITC of Audio DSP with AEC and expansion module - Type 1 with 5 year warranty	1	No	Extron	₹ 2,05,735.21	₹ 2,05,735.21
54	SITC of Audio DSP with AEC - Type 1 with 5 year warranty	4	No	Extron	₹ 1,78,433.47	₹ 7,13,733.88
55	SITC of Audio DSP with AEC - Type 2 with 5 year warranty	4	No	Extron	₹ 2,05,735.21	₹ 8,22,940.85
56	SITC of Audio DSP with AEC - Type 3 with 5 year warranty	2	No	Extron	₹ 1,45,282.69	₹ 2,90,565.39
57	SITC of Audio DSP with AEC - Type 4 with 5 year warranty	1	No	Extron	₹ 1,71,608.89	₹ 1,71,608.89
58	SITC of Annotation Processor with 5 year warranty	2	No	Extron	₹ 3,89,727.27	₹ 7,79,454.54
59	SITC of Layer 2 Switch Min. 24 Port with 5 year warranty	8	No	Belden	₹ 1,74,408.26	₹ 13,95,266.05
60	SITC of 42U AV Rack with 5 year warranty	2	No	Legrand	₹ 79,540.68	₹ 1,59,081.35
61	SITC of Indoor Floor Mount 24U Rack with 5 year warranty	5	No	Legrand	₹ 39,155.28	₹ 1,95,776.40
62	Supply of Audio Cable	2240	Mtr	Krystals	₹ 357.08	₹ 7,99,848.84
63	Supply of Speaker Cable	1070	Mtr	Krystals	₹ 309.24	₹ 3,30,884.15
64	Supply of Shielded Twisted Pair Cables	2050	Mtr	Legrand	₹ 163.16	₹ 3,34,480.53



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SCHEDULE OF WORK / ITEM(S)						
Sl. No.	Description of Work / Item(s)	Qty.	UoM	Make	Unit Cost (Excl. GST)	Total Cost (Excl. GST)
65	Supply of HDMI Optical Cable (30 m)	15	No	Extron	₹ 42,024.70	₹ 6,30,370.45
66	Supply of HDMI Optical Cable (20 m)	18	No	Extron	₹ 42,024.70	₹ 7,56,444.54
67	Supply of HDMI Patch Cable (2 meter)	62	No	Krystals	₹ 7,278.19	₹ 4,51,247.60
68	Supply of HDMI Patch Cable (1 meter)	95	No	Krystals	₹ 5,888.33	₹ 5,59,391.04
69	Supply of Power Cable	2200	Mtr	Polycab	₹ 74.32	₹ 1,63,502.94
70	Supply of MS Tray	270	Mtr	Metaforce	₹ 803.85	₹ 2,17,038.61
71	Supply of Conduit / Casing	4100	Mtr	AKG	₹ 81.15	₹ 3,32,729.33
72	Supply of Box Channel	20	Mtr	AKG	₹ 557.82	₹ 11,156.47
73	Laying / fixing of PVC Conduit/ Casing through Wall/ Raceway/ Cable Tray/ Existing Trench/ False Ceiling	4100	Mtr	NA	₹ 64.92	₹ 2,66,183.46
74	Laying of STP/ Audio/ Speaker /HDMI / Power cable etc. through Channel/ Conduit/ Raceway/ Cable Tray/Wall etc.	8370	Mtr	NA	₹ 24.77	₹ 2,07,351.45
75	Laying & Fixing of Tray through Wall/ Raceway/ Trench/ Ceiling	270	Mtr	Na	₹ 453.61	₹ 1,22,473.44
76	Laying of Box channel Wall/ Raceway/ Cable Tray/ Existing Trench/ False Ceiling	20	Mtr	NA	₹ 81.15	₹ 1,623.07
77	SITC of connectors for Commissioning of Room	7	Lot	Skipper	₹ 2,29,312.44	₹ 16,05,187.08
78	SITC of modular switch & socket 6/16 amps with complete accessories	20	No	Legrand	₹ 682.54	₹ 13,650.87
79	SITC of floor Mounting Box or floor Pop up Box	23	No	Legrand	₹ 12,252.47	₹ 2,81,806.79
80	Supply and fixing of False access flooring with floor access panel	46	sqm	Dew	₹ 3,877.43	₹ 1,78,361.71
81	Supply and fixing of Curtains with Sound Absorbing acoustic fleece	172	sqm	Skipper	₹ 2,927.51	₹ 5,03,530.95
82	Supply and Fixing of Channelled Wood perforated panels	150	sqm	Anutone	₹ 5,849.89	₹ 8,77,482.84
83	Supply and fixing of vertical blinds	72	sqm	Skipper	₹ 1,717.04	₹ 1,23,626.67
84	Supply and fixing of Optra Acoustical Wall Panelling	100	sqm	Anutone	₹ 7,396.92	₹ 7,39,692.00



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IT Division, RHQ (ER), Kolkata

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SCHEDULE OF WORK / ITEM(S)						
Sl. No.	Description of Work / Item(s)	Qty.	UoM	Make	Unit Cost (Excl. GST)	Total Cost (Excl. GST)
85	Supply & fixing of Phenol bonded Bamboo wood flooring planks.	300	sqm	ESES	₹ 5,711.50	₹ 17,13,449.25
86	Programming & Documentation of Entire Room Setup	7	Job	NA	₹ 67,570.96	₹ 4,72,996.74
Total Cost Excl. GST						₹ 7,20,26,040.00

जीएसटी को छोड़कर कुल कार्य आदेश मूल्य ₹ 7,20,26,040.00 (सात करोड़ बीस लाख छब्बीस हजार चालीस मात्र) है।

Total Work Order value is ₹ 7,20,26,040.00 (INR Seven Crore Twenty Lakh Twenty-Six Thousand & Forty Only) excluding GST.


मुकेश कुमार/Mukesh Kumar
उप महाप्रबंधक (सू.प्रौ.), क्षेत्रीय-पू.क्षेत्र.
Dy. General Manager (IT), RHQ-ER
भा.वि.प्रा., नै.सु.च.बो.अ. हवाई अड्डा, कोल-52
A.A.I., N.S.C.B.I. Airport, Kolkata-52



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Ref. AAI/ER/IT/PO/2023-24/01

Annexure – II: Proforma for Self-Declaration u/s 206AB/206CCA of

'The Income Tax Act, 1961 regarding Deduction/Collection of Tax

TO WHOMSOEVER IT MAY CONCERN

Subject: Self Declaration u/s 206AB/206CCA of 'The Income Tax Act, 1961 regarding Deduction/Collection of Tax

With reference to the above subject matter, we, Company Name (PAN XXXXXXXXXX) hereby confirm that; we have filed Income Tax Returns for below mentioned immediately preceding Financial Years relevant to the year of declaration i.e. FY 2021-22 (as per para 3 of Circular no. 11 of 2021 dated 21.06.2021).

Financial Year	Whether aggregate amount of TDS & TCS is more than Rs.50,000	Due Date of Filing of ITR	Actual Date of Filing of ITR	ITR-V Acknowledgement No.
2021-22				
2020-21				

We have read and understood the provisions of Section 206AB/206CCA of the Act and related applicable rules, notifications, circulars. Further, above mentioned PAN and Income Tax returns details are correct.

'We, Company Name, authorize our Customer/Sellers to recover the differential tax at higher rates along with applicable interest and penalties in case above mentioned information is proved to be incorrect.

While submitting this declaration, it is requested to consider us to be compliant with the requirements of the Section 206AB/206CCA of the Act and deduct/collect tax at appropriate rates.

Authorized person signature
& Stamp

Name:
Designation:



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Annexure – III: Proforma for GST Declaration for previous RA bills

(on the letterhead of the vendor)

Name of the vendor: -

GSTIN of the vendor: -

Invoice No. & Date: -

Place of Supply: -

AAI GSTIN mentioned in the Invoice: -

CGST/ SGST/IGST Amount: -

Month & Date of GSTR1 return filed of the above invoice: -

Copies of GSRR1 / IFF and screen shot of Invoice uploaded on GST Portal: -

Frequency of Return _____ [Month / Quarterly (QRMP)]

In this connection, I/We hereby agree and undertake to furnish you proof of GST payment and Tax Invoice details in GSTR-1 / IFF, as applicable, at the time of submission of subsequent bill. Further I/We hereby declare that we shall file GSTR 3B return related to the above-mentioned invoices within the timelines prescribed in the GST law and I / We (vendor) shall keep AAI indemnified of such GST, if the same is not reflected in GSTR-2B of AAI GSTIN.

Signature of the Vendor with Rubber Stamp



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Annexure – IV: Proforma for Undertaking for Authenticity of Server

[On System OEM's letterhead]

Subject: Undertaking for Authenticity of IT Hardware/ Software Supplied in Server

Reference:

Name of the Work: Establishment of Audio Video Infrastructure at New ATS Complex, Kolkata.

Tender No:

Purchase Order No.: Dated-.....

Invoice no. Dated-.....

With reference to the Servers being supplied to you vide our invoice no/quotation no/order no. cited above, we hereby undertake that-

- I. All the components/ parts/ assembly/ software used in the Servers under the above like CPU, Hard disk, Monitors, Memory, software etc shall be original new components/ parts /assembly / software only, from respective OEMs of the products and that no refurbished/duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate (e.g. Product Keys on Certification from the authorised source (eg: authorised Microsoft channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/ installation. It will be our responsibility to produce such letter from our OEM suppliers at the time of delivery or within a reasonable time after delivery as mutually agreed.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/ Software already billed, we agree to take back the Servers without demur, if already supplied, and return the money if any paid to us by you in this regard. We (system OEM name applicable if the supplier is OEM himself) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized service centre/ Reseller/ SI etc.

Authorised Signatory

Name:

Designation:

Place:



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Annexure – V: Proforma for Agreement by L-1 Bidder

Tender Reference No: AAI/ER/IT/NIT/2023-24/03

Tender ID: 2023_AAI_150758_1

Name of Work: Establishment of Audio Video Infrastructure at New ATS Complex, Kolkata.

Agreement No. AAI/ER/IT/CONTRACT/2023-24/01

Dated: _____

1. This Agreement made on _____ between Airports Authority of India , a statutory corporation Incorporate under Airports Authority of India act, 1994 having its head office at **Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi – 110003 and the Regional Officers at Delhi, Mumbai, Kolkata, Chennai and Guwahati Airports through its Joint General Manager(IT), Airports Authority of India, IT Division**, Office of the Regional Executive Director(ER) , Operational Officers, NSCBI Airport, Kolkata – 700052, hereinafter called “AAI” which expression shall include the Administrators, Successor, Executive and assign, on the one part and _____ hereinafter called the “Contractor” expression shall include the Administrator, Successors, and Executors and permitted assigns on the other part.
2. Whereas, AAI is desirous of getting the work of Comprehensive AMC of IT Infrastructure and associated IT Support Services for RHQ – ER & ER Airports except Raipur, Bhubaneshwar, Patna & Deogarh (hereinafter called “WORK”) and whereas _____; has submitted vide their offer in Tender ID 2023_AAI_150758_1, and the AAI accepted their aforesaid offer awarded the work to _____ as per the terms and conditions contained in its award letter no. _____ and documents referred as therein, which have been accepted by _____, resulting into a “CONTRACT”.

NOW THEREFORE THIS DEED WITNESS AS UNDER:

Article 1.0 Work Order:

Airports Authority of India had awarded the contract to _____; for the _____ contained as in Annexure of the purchase order no _____, dated _____ with the terms and conditions contained in its award letter no. _____, dated _____ and documents referred as therein. The award has taken effect from _____. The terms and expressions used in this agreement shall have the same meaning as are assigned to them in the “CONTRACT DOCUMENT” referred to this succeeding article.

Article 2.0 CONTRACTOR DOCUMENTS:

The contract shall be performed strictly as per the terms and conditions as per NIT. The following documents attached herewith (hereinafter referred to as “CONTRACT DOCUMENT”).



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Reference:

1. Tender Ref. No. _____
2. Tender ID No. _____
3. Pre-Qualification and Technical Bid of _____ received through CPP tender Portal and opened on _____.
4. Financial Bid of _____ received through CPP Portal and opened on _____.

All the aforesaid contract documents contain condition as mentioned against individual and are initialled by both the parties by their authorized representatives.

All the aforesaid contract documents shall form an integral part of this agreement, in so far as the same or any part thereof confirm to the tender and what has been specially agreed to by the owner in its letter of award. Any matter inconsistent therewith, contrary or repugnant there to or any deviation taken by the contractor in its "proposal" not agreed by the owner in its letter of award shall be deemed to have been withdrawn by the contractor unless justified and mutually agreed by both the parties. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the "AGREEMENT"

Article 3.0 CONDITIONS & CO-VENANTS:

- a) The scope of contract, consideration, terms of payment, period of completion, defects liability period, taxes wherever applicable, Insurance, liquidated damages and all other terms and condition are contained in the aforesaid contract document. The contractor shall duly perform the contract strictly and faithfully in accordance with terms of agreement.
- b) The agreement constitutes full and complete understanding between the parties and the term of the presents. It shall supersede all prior correspondence to the extent inconsistency or repugnancy to the terms and conditions contained in the agreement. Any modification of the agreement shall be affected only by a written instruction signed by the authorized Representation of both the parties.

Article 4.0 SETTLEMENT OF DISPUTES:

If a dispute of any kind whatsoever arises between 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 their completion 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 the Dispute Resolution Committee (DRC) appointed by the Executive Director / Member (Planning) / Chairman, Airports Authority of India. It is also a term of contract that fees and other expense if payable to DRC shall be paid equally by both the parties i.e. AAI and Contractor. The disputes will firstly be settled by the DRC, failing which any party may invoke arbitration clause.

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



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forthwith to every decision of the Project Leader or his nominee unless and until the same shall be revised, as hereinafter provided, by the DRC or in an Arbitral Award.

It is also a term of contract that If the contractor does not make any demand for Dispute Resolution Committee in respect of any claim in writing within 90 (Ninety) days of receiving the intimation from the AAI that the bill is ready for payment, the claim of contractor(s) will be deemed to have been waved and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.

Article 4.1 ARBITRATION & LAW:

Except where the decision has become final, binding and conclusive in terms of Settlement of Disputes as mentioned above in this section, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Member (Ops) / Chairman, AAI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is also a term of contract that If the contractor does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One hundred Twenty) days of receiving the decision / award from Dispute Resolution Committee, the claim of contractor(s) will be deemed to have been waved and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.

It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such disputes along with the notice for appointment of arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee.

It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and, in all cases, where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.



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It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Indian laws shall govern this contract.

Article 4.2 NOTICE OF Defaults:

Notice of defaults given by either party to the other party under the agreement shall be in writing and shall deemed to have been duly and properly served up on the parties there to if delivered against acknowledgment, duly addressed to the signatories at the address mentioned herein above.

This Contract Agreement is allotted the number No. _____

In WITNESS thereof, the parties through their duly authorized representative have executed those presents (execution thereof has been approved by the competent authorities of both the parties) on the day, month and year first mentioned at Kolkata.

WITNESS

1.

2.

Owner's Signature:

Printed Name: _____

Designation: _____

Company Stamp:

Contractor's Name: _____

Printed Name:

Designation:

Company's Stamp:



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Annexure – VI: Proforma for Undertaking by L1 Bidder/ Agency regarding GST

(To be submitted by L1 agency)

To
The Deputy General Manager (IT),
Airports Authority of India,
Office of Regional Executive Director (ER)
New Operational Complex, N.S.C.B.I. Airport,
Kolkata- 700 052.

Name of the Work: Establishment of Audio Video Infrastructure at New ATS Complex, Kolkata.

Tender Reference No: AAI/ER/IT/NIT/2023-24/03

Tender ID: 2023_AAI_150758_1

Subject: Undertaking by L1 Agency / Bidder Regarding GST

Sir,

1. The agency / bidder _____ is registered under GST and is fully compliant with GST provisions.
2. The GSTIN No _____ for my agency/company.
3. In case of non-compliance of GST and blockage of any input credit, I/We shall be responsible to indemnify Airports Authority of India.
4. I/ We shall pass all the input credits to Airports Authority of India.

Yours faithfully,

Date: _____

Signature with rubber stamp



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Annexure – VII: Proforma of Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

Ref: _____

Bank Guarantee No: _____

Date: _____

To,

The Deputy General Manager (IT)
Airports Authority of India,
Office of Regional Executive Director (ER)
New Operational Complex, N.S.C.B.I. Airport
Kolkata- 700052.

Subject: Performance Bank Guarantee

Tender Reference No: AAI/ER/IT/NIT/2023-24/03

Tender ID: 2023_AAI_150758_1

Name of Work: Establishment of Audio Video Infrastructure at New ATS Complex, Kolkata

Dear Sir,

In consideration of the Airports Authority of India (hereinafter referred to as the Owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s Embee Software Private Limited (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators' executors and assigns), a contract. Bearing No. ----- dated ----- valued at ----- for ----- and the contractor having (scope of contract) agreed to provide a Contract Performance of the entire Contract equivalent to ----- (5 percent) of the said value of the Contract to the Owner. We at ----- (hereinafter referred to as the 'BANK', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by M/s Embee Software Private Limited to the extent of ----- as aforesaid at any time up to ----- (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested



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in then or of any right which they might have against M/s Embee Software Private Limited, And to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

Apart from other guarantees this Bank Guarantee explicitly provides for the following:

- A) The Hardware / Software where the major spares involved under the contract and services shall be free from all defects / bugs and upon written notice from AAI, M/s Embee Software Private Limited 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/AMC.
- B) The performance guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clause.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. ----- and it shall remain in force up to and including ----- and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s Embee Software Private Limited on whose behalf this guarantee has been given.

WITNESS

Dated this ----- day of ----- 2020 at -----

Signature ----- Signature -----

Name ----- (Bank's Rubber Stamp)

Official address ----- Name -----

Designation with Bank Stamp

Attorney as per Power of Attorney No. -----



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Annexure – VIII Proforma for Transmission of Bank Guarantee Cover Message <to be submitted by contractor 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 – ICIC0000007).

Dear Sir/Ma'am,

I/We, _____, request you to include unique identifier AAIRHQER 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)