

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

लाल बहादुर शास्त्री □□□□□□□□□□□□□□ □□□□ □□□□□ □□□□□□□□
LBSI AIRPORT VARANASI

CNS/सीएनएस

TENDER DOCUMENT
निविदा कागजात



Name of Work: “SITC of VHF Walkie-Talkie Set, Base Station at Varanasi Airport with 03 Years Warranty”

Tender Ref. No.: AAI/CNS/VARANASI/VHF Walkie-Talkie/2022









**“SITC of VHF Walkie-Talkie set, Base Station and at Varanasi Airport with
03 Year Warranty**

obligations. In case of any problem after commissioning and during guarantee period the successful bidder will depute his supervisor(s) to AAI's site within 24 hours of intimation to remove all defects at contractor's cost.

- 6.6 A fine of an agreed amount calculated @ 0.5 % of the total value of the faulty equipment per week or part thereof subject to a maximum value equal to or 5% the value of the Total Contract Value (Excluding GST) can be imposed in case of delay in rectification of the problem in 72 hours during warranty period. The acceptance of valid reasons for non-compliance to clause 6.5 above shall rest with RED, NR and his decision with regard to imposition of the fine shall be final. The fine shall be recovered from their bill or Bank Guarantee.

7. Correspondence:

- 7.1 All correspondence would be directly with the bidder and correspondence through agents will not be entertained.

8.1 Subletting of Contract: Directly or indirectly, the Contractor shall not sublet the Work / Contract / assigned to other agencies / parties without obtaining written permission from the AAI which reserve all the rights in this regards

8. Extension of Time :

- 9.1 This work is urgent and hence the completion period as per contract shall be adhered to strictly. However, in case of extraordinary situations which may delay the completion of the project, the contractor shall apply for extension in time as per format contained in **Annexure-VI**.
- 9.2 AAI at its sole discretion may extend the time period for completion of the work without any prejudice to operate the penalty clauses provided for in the Tender Document. Such extension of time and the circumstances leading to the extension of time shall be communicated in writing to the contractor

9. Compensation for Delay :

- 10.1 Time is the essence of the Contract.
- 10.2 If the successful bidder fails to complete the supply / work (SITC) within time fixed under the contract, he shall pay to the AAI without prejudice to any other rights or remedy as may be available to the purchaser, an agreed compensation amount calculated @ 0.5% per week for the price of uncompleted portion/ activity/ delivery of contract cost executed/ completed beyond delivery schedule is recovered as LD. The total damages shall not exceed 10 (ten) percent of the value of delayed goods. The liquidity damages shall be calculated on the base of the cost without the Government taxes and duties.
- 10.3 The amount of compensation for delay and waiver of compensation for delay in case of justified reasons shall be decided at the discretion of Accepting Authority and the same shall be final and binding on the contractor. Time taken by AAI and local statutory authorities for approval of drawings, design, estimate etc, force majeure reasons and any other reasons beyond control of the contractor shall be considered as justified reasons. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with AAI.
- 10.4 Appeal for waiver of compensation for delay with due justification shall be decided as per the provisions of the Delegation of Powers (DOP) of Airports Authority of India. The decision of the competent authority on appeal shall be final and binding on the contractor.



**“SITC of VHF Walkie-Talkie set, Base Station and at Varanasi Airport with
03 Year Warranty**

- 10.5 Each site will be treated independently for calculating compensation. The delay applicable in the project shall also be site specific. The contract value shall be calculated separately for each site for this purpose.

10. Force Majeure :

- 12.1 AAI may grant an extension of time limit set for the completion of the work / repair in case the timely completion of the work is delayed by force majeure beyond the contractors control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc.), acts of states, the direct and indirect consequences of wars (Declared or un-declared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful bidder's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.
- 12.2 That within 10 days after the occurrence of a case of force Majeure but before the expiry of the stipulated date of completion, the bidder informs the AAI in writing about the occurrence of Force Majeure Condition (as per Annexure-V to the tender document) and that the Bidder considers himself entitled to an extension of the time limit. The contractor shall submit the application for extension of time as attached in **Annexure-V**.
- 12.3 That the contractor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- 12.4 That the contractor proves that the said conditions have actually been interfered with the carrying out of the contract.
- 12.5 That the contractor proves that the delay occurred is not due to his own action or lack of action.
- 12.6 Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

11. Patents, Successful bidder's Liability & Compliance of Regulations

- 13.1 Successful bidder shall protect and fully indemnify the AAI from any claims for infringement of patents, copyright, trademark, license violation or the like.
- 13.2 Successful bidder shall also protect and fully indemnify the AAI from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc. or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
- 13.3 Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the AAI from any claims/penalties arising out of any infringements and indemnify completely the AAI from any claims/penalties arising out of any infringements.

12. Settlement of Disputes :

- 14.1 If a dispute of any kind whatsoever arises between the AAI and the Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after 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

**“SITC of VHF Walkie-Talkie set, Base Station and at Varanasi Airport with
03 Year Warranty**

or valuation of the Project Manager or his nominee, the matter in dispute shall, in first place be referred to the RED,NR , AAI. He shall activate the dispute resolution mechanism to resolve the dispute in question. Any party may invoke arbitration clause, if dispute in question is not settled by the Dispute resolution mechanism

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

13. Arbitration and Law :

- 15.1** 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.

- 15.2** Indian laws shall govern this contract.

14. TERMINATION FOR DEFAULT & RISK PURCHASE :

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

- 16.1 (a) If the Contractor fails to deliver any or all of the Items within the time period(s) specified in the Contract or any extension thereof granted by the AAI pursuant to Clause 9 of Section - III.

- 16.1 (b) If the Contractor fails to perform any other obligation(s) under Contract.

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

- 16.3** As 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.

15. TERMINATION FOR INSOLVENCY :

- 17.1** 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 accrue thereafter to AAI. In the event of termination for penalty to the contractor Clause 16.5 shall be applicable.

16. SET OFF :





**“SITC of VHF Walkie-Talkie set, Base Station and at Varanasi Airport with
03 Year Warranty**

- 5.2. The bidder shall attend at his own expense and get the defect/bugs removed in the systems as detected by AAI during the period of warranty.

6 Substitution & Wrong Supplies

- 6.2 Unauthorized/Pirated substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or old versions shall be returned to the successful bidder at his cost and risk. Vendor shall ensure the genuine items shall be supplied against our work order. An undertaking shall also be submitted in this regard at the time of supply of items

7 Dispatch of Documents

- 7.1 Pre-receipted Bills in duplicate at each stage of payment.
- 7.2 Copy of the Delivery Challan.
- 7.3 Copy of the Inspection report (if inspection carried out as a part of the Contract).
- 7.4 Duly certified Installation / Commissioning Certificate with the final bills.
- 7.5 Any other Document as per Annexure- (As per Schedule-A Sr. No. 6).

8 Up gradation

- 8.1 Clause Not Applicable.

9 Technical Manual & Training

- 9.1 The bidder shall supply **02 complete set (Hard copy as well as Soft Copy)** of technical/ operations and maintenance manuals (as applicable) along with the delivery. **Bidder shall also provide detailed Administration and Maintenance training for 5 AAI personnel's (For 05 Days).** The cost of such Training & manuals supplied shall be included in the cost of the system.

10 Change of Model

- 10.1 No change of model after the placement of order shall be entertained unless the alternate model offered are equivalent or higher in specifications and approval of the competent authority has been obtained in writing for such a change of model before the delivery of the product. Delivery of the alternate product without such an approval shall not be accepted and AAI shall not be responsible for any delay in delivery schedule on this account.

- 11 NSIC bidders shall be dealt as per Government of India guidelines.

12 Training

- 13.1 **05 Days** System Administrator/ Maintenance/ Operational training shall be provided by the successful bidder to the concerned officials as nominated by the In-charge/Project manager at the site after installation of the system at the site.

**“SITC of VHF Walkie-Talkie set, Base Station and at Varanasi Airport with
03 Year Warranty**

Annexure-I

Annexure-II

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE *

(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

Airport Director
Airports Authority of India,
LBSI Airport
Varanasi-221006

Dear Sirs,

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 -----(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 ----- (03 per cent) 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 the Contractor to the extent of ----- as aforesaid at any time upto ----- (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 in then or of any right which they might have against the Contractor,. 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

**“SITC of VHF Walkie-Talkie set, Base Station and at Varanasi Airport with
03 Year Warranty**

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 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.

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 upto and including ----- and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ----- on whose behalf this guarantee has been given.

WITNESS

Dated this ----- day of ----- 20XX at -----

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

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

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

Designation with Bank Stamp

Attorney as per Power of

Attorney No. -----

Date-----

**“SITC of VHF Walkie-Talkie set, Base Station and at Varanasi Airport with
03 Year Warranty**

Annexure-II A

Subject: Undertaking of Authenticity

To:

Airport Director
Airports Authority of India,
LBSI Airport
Varanasi-221006

Dear Sir,

Subject: Undertaking for Authenticity for Tender ref no: _____.

With reference to the items quoted to you vide our bid no: _____ Dated:_____ in response to your tender no:_____, We hereby undertake that all the components/parts/assembly/software used in the hardware items quoted 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 authorized license certificate and also that it shall be sourced from the authorized source.

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 letters from our OEM supplier's at the time of delivery or within a reasonable time.

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 same without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) 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.

Authorized Signatory

Name:

Designation

Place

Date _____

LBSI AIRPORT VARANASI

**“SITC of VHF Walkie-Talkie set, Base Station and at Varanasi Airport with
03 Year Warranty**



विमानपत्तन प्राधिकरण

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LBSI AIRPORT VARANASI

**“SITC of VHF Walkie-Talkie set, Base Station and at Varanasi Airport with
03 Year Warranty****Annexure – IVA****Details of Technical Specification and Compliance for Digital VHF FM Hand Held Walkie Talkie
Without Keypad**

Sl. No.	Requirement		Compliance (Y/N)	Remarks
A	General Specification			
1	Operating Mode	Supports both FM & Digital Mode		
2	Number of channels	16 or higher		
3	Frequency	136MHz-174 MHz		
4	Channel spacing	12.5KHZ,25 KHZ		
5	RF output Power	5 Watt or more		
6	Battery life(in digital Mode) with duty cycle 5-5-90	13.5 hours or more		
7	Power Supply (nominal)	Nominal 7.5V or 7.2V		
B	Transmitter			
1	Frequency stability	±0.5 PPM or better		
2	Protocol/standard	ETSI TS 102 361-1, -2, -3 or Equivalent		
3	Time out Timer	For disallowing inadvertent keying of the transmitter, to prevent locking up one of the communication channel.		
C	Receiver			
1	Analog Sensitivity(12dB SINAD)	0.21 µV or better		
2	Digital Sensitivity (5% BER)	0.18 µV or better		
3	Inter-modulation	70 dB or better		
4	Spurious Rejection	70 dB or better		
D	Audio			
1	Rated Audio	0.5 W or More		









विमानपत्तन प्राधिकरण

AIRPORTS AUTHORITY OF INDIA

लाल बहादुर शास्त्री

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LBSI AIRPORT VARANASI

“SITC of VHF Walkie-Talkie set, Base Station and at Varanasi Airport with 03 Year Warranty**Annexure-IV-B****Specifications & Compliance Statement for Warranty for complete system (03 Years)
to be submitted with Technical bid****Name of Work: - Procurement of “Name of the work as given in Schedule-A Sr. No. 1”****Tender No.: “Tender No. as given in Schedule-A Sr. No. 2”****Specifications:-****B. OPERATIONAL MAINTENANCE DURING WARRANTY PERIOD**

S. No.	Description	Compliance/ Not Compliance
1.	OPERATIONAL MAINTENANCE DURING WARRANTY FOR COMPLETE SYSTEM PERIOD	
i.	During the Warranty for complete system and Defects Liability period, contractor shall provide sufficient manpower for preventive, corrective maintenance and smooth operation of equipment and its accessories. During the first One (01) Month of Warranty for complete system, contractor shall deploy One competent Maintenance Engineer at the Airport to attend teething problems and corrective/breakdown maintenance. Failure to deploy competent Maintenance Engineer at the Airport during the first one month of Warranty period shall attract penalty of Rs. 25,000/- per month for the Airport, which shall be recovered by AAI from contractor's bill or PBG for the work. Preventive maintenance shall be carried out at least once in THREE calendar months on staggered equipment/day basis, after successful commissioning of the equipment. Corrective maintenance shall be done, round the clock, on all days including holidays.	
ii.	The contractor shall deploy adequate Technical staff (Specialist for maintenance VHF Walkie-Talkie set, Base Station so that the preventive and breakdown maintenance can be carried out efficiently with minimum down time. In the price bid, bill of quantity for the item rates may be quoted accordingly.	
iii.	The contractor shall replace any parts, including the supplied software found defective during Warranty period without any charges whatsoever to AAI. The services of the contractor or his principals, if required during this period, for such work shall also be made available without any cost to the Authority.	
iv.	Maintenance during warranty period shall include free replacement of any spares of the equipment supplied against this work.	
v.	Any failure (partial or complete) of the system or system related equipment leading to complete failure of the system shall be considered as failure of the system. In this regard the decision of AAI Officer In-charge, shall be final & binding.	
vi.	Contractor shall attend the remedial maintenance job immediately on observation/ receipt of complaint. Warranty period of the system, unit wise, shall be extended by one week per week of unserviceability (part of week to be considered as one week) for each default in case of failure to set right the system to the satisfaction of the AAI Engineer In-Charge within 48 Hrs. of the lodging of complaint by AAI to company.	
vii.	The contractor shall replace all the faulty & functionally not acceptable parts/components as applicable, at own cost.	

**“SITC of VHF Walkie-Talkie set, Base Station and at Varanasi Airport with
03 Year Warranty**

viii.	The contractor shall maintain record of preventive/ breakdown/ corrective maintenance carried out at site and at his premises, and get it countersigned by AAI representative during warranty/defect liability period.	
ix.	The contractor shall submit comprehensive performance report, based on preventive/ corrective maintenance, performance log and its evaluation/ analysis about equipment with all accessories and batteries to AAI representative and obtain his counter signature.	
x.	Spares: All spares required for repairs and maintenance of the complete system shall be kept with the contractor. All critical spares required during the course of year shall be analyzed and necessary inventory kept at all the times. However, the firm is required to maintain minimum inventory of critical spares.	
xi.	The work herein specified shall be performed by competent workmen in a thorough professional manner. All materials furnished by the contractor shall conform to original equipment manufacturer's standards and guidelines.	
xii.	Airport/Operational Area Entry Passes for the contractor and his labourers, shall be recommended. Contractor shall be fully responsible for obtaining the Entry Passes for him and his labourers at his own cost. After completion of work, passes should be surrendered in the office of the Pass Section/AAI Security In-Charge.	
xiii.	All contractor's staff shall behave in orderly manner, shall comply with the airport operational, safety and security rules and regulations, and shall not indulge in any activity beyond the scope of the contract. Any staff violating these conditions shall be removed from duty by the contractor with immediate effect on intimation from AAI Officer In-Charge. This will be without prejudice to any other liability to AAI, arising out of court directions/claims, etc. on account of such misdeeds.	
xiv.	Least inconvenience to passengers and staff working in the offices must be ensured while carrying out the work. The preventive maintenance is to be carried out independently during the lean period without affecting the Airport operations.	
xv.	Contractor will remove all the debris caused due to the work and clear the site.	
xvi.	All required repairs, patchwork, etc. to restore any damages caused to AAI property during the execution of work shall be carried out by the contractor.	
xvii.	Any damage to AAI property not restored properly shall be recovered from the bills/ BG of the contractor and hence utmost precaution should be taken during the execution of the work. AAI shall have full liberty to get the damage rectified at the contractor's risk and cost.	
xviii.	Provision of necessary Test equipment, tools, cleaning material, etc. at site shall be the responsibility of the contractor.	
xix.	The contractor is fully responsible for safety precautions, and any accident that may take place to his Labour during the execution of the work and all expenses for his medical treatment is to be borne by the contractor.	
xx.	On completion of the contract period (expiry of contract/termination of contract), the VHF Walkie-Talkie set, Base Station and Repeater shall be handed over to AAI in fully serviceable condition. It shall be liability of the contractor to repair the system & its accessories for any defects, observed during handing over and make them fully serviceable. The rectification/ repairing of these systems or their accessories shall be carried out by the contractor within THIRTY days of receipt of such notice from the Engineer-in-Charge, the Engineer-in-Charge reserves the right to get the repair work executed at the risk and cost of contractor.	
xxi.	The Contractor shall not be entitled for any extra payment whatsoever on account of the conditions of Comprehensive Annual Maintenance Contract.	
xxii.	The repairs/maintenance of equipment is to be carried out at site. In case of a defect in equipment/its accessories, necessitating major repairs at the service center of the contractor, the same may be taken to service center under intimation to the AAI Officer In-charge. In such cases, all expenditure and arrangement to dispatch, repair and return of the equipment/sub-assembly shall be borne/carried out by the contractor. Penalty shall be levied for delay beyond the prescribed time in setting right the equipment. The original equipment has to be reinstated at site after the repairs have been carried out at service center at the earliest.	



Annexure – IVC

Details of Make/Models Offered against the Tender

(To be submitted/Uploaded in the Technical Bid)

Name of Work: - Procurement of “Name of the work as given in Schedule-A Sr. No. 1”

Tender No.: “Tender No. as given in Schedule-A Sr. No. 2”

S. No.	Item Description	Make	Model
1	SITC of Digital VHF FM Hand Held Walkie-Talkie Set without Keypad (as per specifications in Annexure IVA).		
2	SITC of Digital VHF Base Station (as per specifications in Annexure IVA).		

AUTHORIZED SIGNATURE _____

NAME OF THE SIGNATORY _____

NAME & ADDRESS OF THE TENDERER

OFFICIAL SEAL _____ **Date** _____



Annexure – V

FORMAT FOR INTIMATION OF FORCE MAJEURE OCCURRENCE

To,

Airport Director
Airports Authority of India,
LBSI Airport
VARANASI-221006

Name of Work: - “Name of the work as given in Schedule-A Sr. No. 1”

Tender No.: - “Tender No. as given in Schedule-A Sr. No. 2”

Subject: **Intimation regarding Force Majeure Case:**

Sir,

Pursuant to Clause No.12 - FORCE MAJEURE, it is for your kind information that a case of force majeure has since occurred. Details are given below:

Date of occurrence	Detail of Incident	Activity affected	Likely Delay	Requested Extension

We are entitled to an extension in the date of completion as requested above. Bar Chart with revised schedule of activities is attached. Please approve the extension in the time. Evidence of the date of occurrence is also enclosed.

It is certified that performance of the Contract has been interfered with. It is also certified that the incident has not occurred due to our own action and that there has not been any lack of action by us in preventing the occurrence.

We are only claiming the extension in the date of completion of the activity (ies) and not claiming the loss incurred in the course of the incident.

Yours truly,

(Project Manager)

Enclosures:

1. Revised Bar Chart.
2. Evidence of the occurrence of the Force Majeure case (..... sheets)



Annexure-VI

APPLICATION FOR EXTENSION OF TIME

Part-I

1. Name of the Contractor
2. Name of the work as given in the agreement
3. Agreement No.
4. Contract Amount
5. Date of Commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Date of actual completion of work
9. Period for which extension is applied for.
10. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.

Sl No	Name of Hindrance	Date of occurrence of hindrance	Date of over of hindrance	Period of hindrance	Overlapping Period	Net extension applied for	Remarks if any
1	2	3	4	5	6	7	8

Total period for which extension is now applied for on account of hindrances mentioned above.

Month

Days

11. Extension of time required for extra work.
12. Details of extra work and the amount involved:-

Total value of extra work	Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
(a)	(b)



13. Total extension of time required for 10 & 11.
Submitted to the Project Manager_____.

Signature of Contractor

Dated

Part II

(For Official Use)

1. Date of receipt of application from _____
Contractor for the work of _____ in the office of the General Manager (IT)
_____.
2. Recommendations of the project Manager as to whether the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he does not recommend the extension, reasons for rejection should be given.

Dated:

Signature of the Installation In-charge

(To be filled in by the Project Manager)

1. Date of receipt in the Office:-
2. Project Manager's remarks regarding hindrances mentioned by the contractor.
 - (i) Serial No
 - (ii) Nature of hindrance
 - (iii) Date of occurrence of hindrance
 - (iv) Period for which hindrance is likely to last
 - (v) Extension of time applied for by the contractor
 - (vi) Overlapping period, if any, giving reference to items which overlap
 - (vii) Net period for which extension is recommended
 - (viii) Remarks as to why the hindrance occurred and justification for extension recommended.
3. Project Manager's Recommendations. The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under Clause 6.1 of Section III.

Signature of Project Manager

Signature of Accepting Authority

TITLE: SITC of VHF Walkie-Talkie set, Base Station and Repeater at Varanasi Airport with 03 Years Warranty

Annexure-VII

Details of the Vendor Firm/ Company

S.No.	Details of the Vendor Firm/ Company				
1	Name of the Company:				
2	Name of the Directors as per MoA:				
3	Name of the Authorized signatory:				
4	Email Address:				
5	Phone/Fax:				
6	Email Address for correspondence:				
7	Detail of EMD	Name of the Bank	Amount	Date of issue ,	Date of validity
8	Turn Over of the company for last three years	FY-20XX	FY-20XX	FY-20XX	Annualized
9	TIN/VAT				
10	PAN/Service Tax no.				
11	Date of Incorporation of the Company as per MoA (Copy Attached /Uploaded)				
12	Proof of Execution of works	Name of the work	Po ref. with date	PO Amt.	Remarks
12.1	Similar Work Experience 1				
12.2	Similar Work Experience 2				
12.3	Similar Work Experience 3				
13	Date of completion of Certificates of the above said works	Name & Desig. of Signatory	Address	Contact number	Email Address
13.1	Similar Work Experience 1				
13.2	Similar Work Experience 2				
13.3	Similar Work Experience 3				
14	Tender Specific Authorization letters from OEM's as per tender requirement	Product	OEM with Address	Name of Signatory	Contact Number with Email Address
14.1					
15	Power of Attorney (Stamp Paper of Rs 100/-) in favor of signatory (attached)	Yes or No			
16	Acceptance letter as per Annexure-I (Attached/Uploaded)	Yes or No			
17	List of Client references Attached /Uploaded	Yes or No			

Annexure-VIII

TITLE: SITC of VHF Walkie-Talkie set, Base Station and Repeater at Varanasi Airport with 03 Years Warranty

To,
Airport Director
Airports Authority of India,
LBSI Airport
Varanasi-221006

Subject : Manufacture Authorization Letter

Sir,

With reference to the TENDER NO _____, "SITC of VHF Walkie-Talkie set, Base Station and Repeater at Varanasi Airport with 03 Years Warranty".

We _____ (manufacturer name) having our office in _____ (manufacturer address), authorize _____ (System Integrator name and address), our system Integrator in India, to quote and supply to you the following equipment:

- 1.
- 2.
- 3.

We further certify that the products quoted are standards based and our standard OEM comprehensive support shall be available for 03 years. We confirm that the Warranty/Support for the products shall be to AAI irrespective of the involvement of System Integrator. We also confirm that the products offered are currently available in the market and shall not be end of life during the contract period and further 02 years beyond the contract period. The products will be supplied without any change in specifications. Our toll free number (India) is _____.

Yours faithfully,
(Name)
(Name of the Manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

**TITLE: SITC of VHF Walkie-Talkie set, Base Station and Repeater at Varanasi Airport with
03 Years Warranty**

ANNEXURE-IX

POWER OF ATTORNEY FORMAT FOR THE AUTHORIZED PERSON(S)

(Bidder shall submit irrevocable power of attorney on a non- judicial stamp paper of Rs.100/- Signed by authorized signatory as per Memorandum of Articles authorizing the persons, who are Signing this bid on behalf of the company)

BY _____ THIS POWER OF ATTORNEY executed
on _____

we _____ a Company incorporated under the Provisions of companies Act, 1956 having its Registered Office at _____ (hereinafter referred to as the "Company") do hereby severally appoint, constitute and nominate _____ official(s) of the Company, so long as they are in the employment of the Company (hereinafter referred to as the "Attorneys") to sign agreement and documents with regard Bid No. _____ due on _____ invited by Airports Authority of India for "SITC of VHF Walkie-Talkie set, Base Station and Repeater at Varanasi Airport with 03 Years Warranty" and to do all other acts, deeds and things the said Attorneys may consider expedient to enforce and secure fulfilment of any such agreement in the name and on behalf of the Company AND THE COMPANY hereby agrees to ratify and confirm all acts, deeds and things the said Attorneys shall lawfully do by virtue of these authorities hereby conferred.

IN WITNESS WHEREOF, this deed has been signed and delivered on the day, month and year first above written by Mr. _____ Authorized Signatory, duly authorized by the Board of Directors of the

Company vide it's resolution passed in this regard.

By order of the Board

For _____

(_____)

Authorized Signatory

Witness:

**Proforma for Earnest Money Declaration
(To be submitted on contractor's letter head)**

Whereas, I/We (name of agency) have submitted bid for
..... (name of work)

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- (1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,
Or
- (2) If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for AAI tenders from date of issue of suspension order.

Signature of the contractor(s)

TITLE: SITC of VHF Walkie-Talkie set, Base Station and Repeater at Varanasi Airport with 03 Years Warranty

Schedule-A

SCHEDULE-B (Bill of Material-Financial Bid Form)

Name of Work: - Procurement of “Name of the work as given in Schedule-A Sr. No. 1”

Tender No.: “Tender No. as given in Schedule-A Sr. No. 2”

S. No.	DESCRIPTION	QTY	UNIT	UNIT PRICE	Total Price
1	SITC of Digital VHF FM Hand Held Walkie-Talkie Set without Keypad (as per specifications in Annexure IVA).	63	Nos.		
2	SITC of Digital VHF Base Station (as per specifications in Annexure IVA).	03	Nos.		

****All the price quoted should be Exclusive of GST.**

Total: - Rs. _____

(In words Rs. _____)

Note: -

- 1) All the items mentioned in BOQ. Warranty – Must be quoted with **Three (03) years comprehensive replacement.** The quoted product should not get **End of support/End of Life for next 05 years from the date of Tender Submission.** Warranty will start from the date of Acceptance/Handover.
- 2) Bidder shall provide a comprehensive functional solution as per BOQ, design and diagram of site. **Any additional accessories (not mentioned in BOQ) required if any to complete the solution shall be borne by the bidder at his own cost & risk.**
- 3) The Contractor shall read carefully the terms & conditions of the contract Special Conditions of the contract before quoting the rate.
- 4) SI/Bidder shall clearly indicate warranty period (Life Time /Specific number of years) of capital items in the brochure/undertaking or other relevant documents published by OEM.
- 5) L1 shall be decided on the basis of Grand Total amount and not on individual line items.

Note 1: Form D for concessional duty shall not be applicable for AAI for exemption or reduction in Govt. Duties.

Signature& Stamp Of Bidder

**TITLE: SITC of VHF Walkie-Talkie set, Base Station and Repeater at Varanasi Airport with
03 Years Warranty**

Note 2: Use of erasers, over writing and or corrections in the price Bid should be avoided. However, in case it becomes unavoidable to use any of these for correction, the same must be authenticated by the person signing the bid with his signature.

AUTHORIZED SIGNATURE _____

NAME OF THE SIGNATORY _____

NAME & ADDRESS OF THE TENDERER

License Agreement

Airport Director, LBSI Airport, VARANASI OR by his designated person & the contractor will have to execute a work contract on a Non-Judicial stamp paper of Rs. 100 duly attested by an oath commissioner, at his own expenditure.

LICENCE AGREEMENT

This agreement made on thisbetween Airports Authority of India a statutory corporation incorporated under section 18(2) of the Airports Authority of India Act 1994, having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport. New Delhi- 110 003 through its Airport Director Prayagraj Airport (Herein after referred to as "OWNER" or "AAI" which expression shall include its administrators, Successors, Executors and permitted assigns) of the one part and

..... Referred to as the "Contractor or "X"
(Which expression shall include its administrators, Successors, Executors and permitted assigns) of the other part.

Whereas AAI is desirous of getting the work of "SITC of VHF Walkie-Talkie set, Base Station and Repeater at Varanasi Airport with 03 Years Warranty" (Herein after called the "WORK") done and had invited tenders for this work as per its tender specifications.

And whereashas
Participated in the above referred bidding vide their proposal datedand AAI accepted their aforesaid proposal and awarded the work to

.....As per terms and conditions contained in its Award letter No..... Dated

NOW THEREFORE THIS DEED WITNESSTH AS AWARD OF CONTRACT (ARTICLE 1.0)

AAI has awarded the contract to

.....The work of "SITC of VHF Walkie-Talkie set, Base Station and Repeater at Varanasi Airport with 03 Years Warranty" along with terms and conditions contained in its Award letter and the documents as referred to therein. The award has taken effect from to for **Three (03) Years**. The terms and expressions used in this agreement shall have the same meaning as are assigned to them in the "Contract Documents" referred to in this succeeding article.

ARTICLE 2.0 CONTRACT DOCUMENTS

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (Herein after referred to as "Contract Documents")

Awarded letter No.....Date.....

All the aforesaid contract documents contain corrections as mentioned against individual pages, serially numbered and are initiated by both the parties authorized representative.

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 NIT and what has been specifically agreed to by the owner in its letter of award. Any matter inconsistent therewith, contrary or repugnant there to or any deviations taken by the contractor in its "Proposal" not agreed to by the owner in its letter of award shall be deemed to have been withdrawn by the contractor. For the sake of brevity this agreement along with its aforesaid contract documents shall be referred to as the "Agreement".

ARTICLE 3.0 CONDITIONS & CONVENANTS

3.1 The scope of contract consideration terms and payment. Price adjustment, taxes wherever applicable, insurance, liquidated, damages, security money and all other term and

conditions are contained in the aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with terms of the agreement.

3.2 It is further agreed by the contractor that the security money @ 3% of quoted value shall in no way be construed to limit or restrict the AAI's right to recover the Compensation due to short fall in the presence of manpower. The amount of Compensation shall be recoverable either by way of deduction from the contract prices, security money and /or by setting off dues of the contractor in any other contract with AAI.

3.3 The contract security money furnished by the contractor is irrevocable and unconditional and the AAI shall have powers to invoke it notwithstanding any dispute or difference between the AAI and the contractor pending before any court, tribunal arbitrator or any other authority.

3.4 The agreement constitutes full and completed understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the agreement. Any modification of the agreement shall be affected only by a written instructions signed by the authorized representative of both the parties.

ARTICLE 4.1 SETTLEMENT OF DISPUTES

It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement shall be decided by process of settlement and Arbitration as specified in the contract and the provision of the Indian Arbitration Act 1940 shall apply and Prayagraj courts alone shall have exclusive jurisdiction over the same.

ARTICLE 4.2 NOTICE OF DEFAULT

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

This contract agreement is allotted the No.

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

1. Owner's Signature

Name:

Designation:

Company's Stamp:

2. Contractor's Signatures

Name:

Designation:

Company's Stamp:

WITNESS: 1.

2.