

AGREEMENT

Name of work:- **Annual repair & Maintenance contract of civil works for non-operational area for the year 2020-21 at Rajkot Airport.**



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

AIRPORTS AUTHORITY OF INDIA
ENGINEERING WING
C.A. RAJKOT, RAJKOT.

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ठेकेदार / CONTRACTOR



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ86835089737547S
Certificate Issued Date : 29-Dec-2020 01:24 PM
Account Reference : SHCIL (FI)/ gjshcil01/ RAJKOT/ GJ-RA
Unique Doc. Reference : SUBIN-GJGJSHCIL0110717767162389S
Purchased by : PARIKH KASHYAP INDULAL
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : PARIKH KASHYAP INDULAL
Second Party : AIRPORT AUTHORITY OF INDIA
Stamp Duty Paid By : PARIKH KASHYAP INDULAL
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



LB0014225225

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- Statutory Alert:
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 2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
 3. The onus of checking the legitimacy is on the users of the certificate.
 3. In case of any discrepancy please inform the Competent Authority.

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AGREEMENT

CONTRACT AGREEMENT NO.AAI/WR/RAJKOT/DGM/ENGG/CIVIL/AMC-NOPS/20-21/02

This Agreement made on this 29th day of December Two Thousand Twenty between Airports Authority of India as 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 – 110003. Through its **Dy. General Manager (E-C), AAI, C.A. Rajkot**, (herein after referred to as "OWNER" or "AAI" which expression shall include its Administrators, Successors, Executors and Assigns) of the one part and **M/s. Parikh Kashyap Indulal, Rajkot** having their registered office at "801, Rameshwar Apartment, Jalaram-I, Street No. 2/3, University Road, Rajkot -360007" referred to as "CONTRACTOR" which expression shall include its Administrators, Successors, Executors and permitted assigns of the other part.

Whereas Airports Authority of India is desirous of getting the work of **Annual repair & Maintenance contract of civil works for non-operational area for the year 2020-21 at Rajkot Airport**. (Herein after called the "WORK") done and had invited tenders for this work as per its tender specification.

And whereas has **M/s. Parikh Kashyap Indulal, Rajkot** has participated in the above referred bidding vide their proposal dated 27/11/2020 and Airports Authority of India accepted their aforesaid proposal and awarded the work to **M/s. Parikh Kashyap Indulal, Rajkot** as per terms and conditions contained in its award letter **AAI/WR/RAJKOT/ENGG/CIVIL/AMC Non-Ops/W.O/02/2020-21/413-424/6006-17** dated 17.12.2020 and the document referred to therein which have been accepted by **M/s. Parikh Kashyap Indulal, Rajkot** resulting in to a "CONTRACT".
NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

Article 1.0 AWARD OF CONTRACT:-

Airports Authority of India has awarded the contract to **M/s. Parikh Kashyap Indulal, Rajkot** for the work "Annual repair & Maintenance contract of civil works for non-operational area for the year 2020-21 at Rajkot Airport." along with the terms and conditions contained in its award letter no. **AAI/WR/RAJKOT/ENGG/CIVIL/AMC Non-Ops/W.O/02/2020-21/413-424/6006-17** dated 17.12.2020, and documents referred to therein. The award has taken effects from Dt. 17/12/2020 i.e. the date of issue of the aforesaid letter. 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")

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Sl. No.	Description	Page No.
1	COVER PAGE	I - V
2	CORRIGENDUM-I & II	01-03
3	TENDER INDEX PAGE	01-02
4	NOTICE INVITING TENDER AND INSTRUCTION OF TENDERS.	01-07
5	GENERAL CONDITIONS OF CONTRACT	01-137
6	PROFORMA	PR 01-06
7	SPECIAL CONDITIONS OF CONTRACT	SCC 01-08
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9	SCHEDULE OF QUANTITY	01 - 09
10	ACCEPTANCE LETTER (ANNEXURE-I)	01
11	AFFIDAVIT (MINIMUM WAGES)	01-02
12	UNDERTAKING (DEBARING / BLACKLISTING)	01-02
13	AWARD LETTER	01 - 05
14	SCHEDULE - A (Percentage BOQ)	01

All the aforesaid contract document 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 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 sake of brevity this agreements along with its aforesaid contract document shall be referred to as the "AGREEMENT".

Article 3.0 CONDITION & CO-VENANTS:

The scope of contract, consideration terms of payment, price, adjustment, taxes wherever applicable, insurance liquidated damages, performance guarantees and all other terms 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.

The scope of the work shall also include supply of all such items which are not specifically mentioned in the Contract Documents, but which are needed for successful, efficient, safe and reliable execution of the work unless otherwise specifically excluded in the specifications under "exclusions" of letter of award.

The agreement constitutes full and completed understandings between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of

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inconsistency or repugnancy to the terms and conditions contained in the agreement. Any modification of the agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

Article 4.0 SETTLEMENTS OF DISPUTES:

It is specifically agreed by and between the parties that all the difference 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 Page no. 57 clause 25 of the General Conditions of the Contract and provisions of the Indian Arbitration Act 1996 shall apply and Mumbai Courts alone shall have exclusive jurisdiction over the same.

Article 4.1 NOTICE OF DEFAULT

Notice of default given either part 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 acknowledgement due addressed to the signatories at the addresses mentioned herein above.

This Contract Agreement is allotted the No AAI/WR/RAJKOT/DGM/ENGG/CIVIL/AMC-NOPS/20-21/02

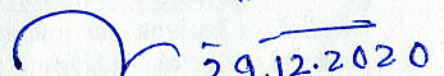
IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these present (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first mentioned at RAJKOT.

SIGNED AND ON BEHALF OF



M/s. Parikh Kashyap Indulal,
801, Rameshwar Apartment,
Jalaram-1, Street No. 2/3,
University Road,
Rajkot-360007.

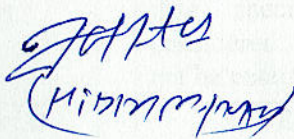
SIGNED AND ON BEHALF OF



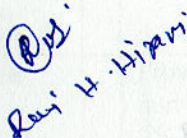
(Ramandeep Singh Saini)
Dy. General Manager (Engg-Civil),
Airports Authority of India,
C.A. Rajkot

WITNESS:

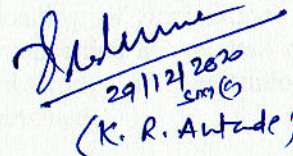
01.



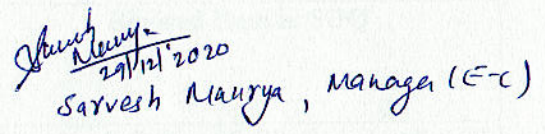
02.



Ravi H. Hirani



29/12/2020
(K. R. Antade)



29/12/2020
Sarvesh Naurya, Manager (E-C)

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भा.वि.प्रा./प.क्षे./राजकोट/अभि/सिविल/एएमसी-नॉनओपीएस/का.आ./02/2020-21/413-424 दिनांक: 17/12/2020
AAI/WR/RAJKOT/ENGG/CIVIL/AMC-NonOps/W.O/02/2020-21/413-424 Date: 17/12/2020
58.

सेवा में,
मेसर्स पारिख कश्यप इंदुलाल,
801, रामेश्वर अपार्टमेंट,
जलाराम-1, स्ट्रीट नं. 2/3,
यूनिवर्सिटी रोड,
राजकोट - 360007।

To,
M/s. Parikh Kashyap Indulal,
801, Rameshwar Apartment,
Jalaram-I, Street No. 2/3,
University Road,
Rajkot-360007.

विषय :- राजकोट हवाईअड्डे पर गैर-परिचालन क्षेत्र से संबन्धित वर्ष 2020-21 के लिए मरम्मत एवं अनुरक्षण
सिविल कार्य का वार्षिक ठेका। (टेंडर आईडी : 2020_AAI_60996_1)

Name of work:- Annual Repair & Maintenance Contract of Civil works for Non-Operational
area for the year 2020-21 at C.A. Rajkot. (Tender Id : 2020_AAI_60996_1)

संदर्भ :- आपका ई-टेंडर दिनांक 27.11.2020 को खोला गया। Your e-tender opened on 27.11.2020.

PAN No. :- ADFPP9401N

GST No. :- 24ADFP9401N1Z9

महोदय, / Dear Sir (S),

1. उपर उल्लेखित कार्य हेतु आपका टेंडर अध्यक्ष, भारतीय विमानपत्तन प्राधिकरण की ओर से आपके द्वारा कोटेड प्रतिशत दर से (-) 12.15% नीचे जो शेड्यूल - 'ए' (डीएसआर - 2018 एवं अडिशनल मिसलेनियस आइटम) के अनुसार जीएसटी रहित है। कार्य की अनुमानित राशि रु. 35.00 लाख (रुपए पैंतीस लाख मात्र) है (जीएसटी रहित)।

Your tender for the work mentioned above is hereby accepted on behalf of the Chairman, Airports Authority of India, at percentage rate quoted by you which is (-) 12.15% below schedule -'A' (DSR-2018 & Additional Misc. Item) Excluding GST. Estimated cost of the work Rs. 35.00 Lacs (Rupees Thirty Five Lacs only) (Excluding GST).

2. उप महाप्रबंधक (अभि-सिविल), भाविप्रा, सी.ए. राजकोट कार्य के प्रभारी अभियंता होंगे। आपसे निवेदन है कि आप आपकी ओर से एक विश्वासनीय प्रतिनिधि प्रतिनियुक्त करें जो करारनामे पर हस्ताक्षर करने के लिए अधिकृत हो तथा वह दिनांक 31/12/2020 तक उप महाप्रबंधक (अभि-सिविल), राजकोट हवाईअड्डा, राजकोट के कार्यालय में उपस्थित हो तथा करारनामे को पूरा करें। ठेके का करारनामा रु.100/- के नोनज्यूडीशियल स्टेम्प पेपर पर निष्पादित किया जाएगा, तथा पेपर का खर्च आपके द्वारा उठाया जाएगा।
Dy. General Manager (Civil), Rajkot shall be the Engineer-in-charge of the work. You are requested to depute your accredited representative empowered to sign the contract agreement on your behalf to attend the office of the Dy. General Manager (Engg-Civil), Rajkot Airport by 31/12/2020 to sign and complete the agreement. The contract agreement shall be executed on a Non-Judicial stamp paper of value Rs. 100/- and the cost of the stamp paper shall be borne by you.

3. आपके टेंडर के साथ धरोहर राशि रु. 70,000/- (रु सत्तर हजार मात्र) ठेके के दस्तावेज के पृष्ठ 16 पर दी गई शर्त के अनुसार जमानत राशि में परिवर्तित कर दी गई है। कृपया इस पत्र के जारी होने की तिथि से 10 दिनों के अंदर जमानत राशि कि बकाया रु. 2,80,000/- (रु. दो लाख अस्सी हजार मात्र) जमा करें, वरना ठेके के दस्तावेज से पृष्ठ 16 पर दी गई शर्त क्लॉज 1(ए) के अनुसार आपके रनिंग बिल से काट लिया जाएगा।
The Earnest Money Amount of Rs.70,000/- (Rupees: Seventy Thousand only) received along with your tender has been converted as part of security deposit as per condition on page 4 of the contract document. Please deposit Rs. 2,80,000/- (Rupees: Two Lacs Eighty Thousand only) towards security deposit within 10 days from the date of issue of this letter, failing which the same will be deducted from your running bill as per condition clause 1(A) on page 16 of the tender document.

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4. आपसे निवेदन है कि केन्द्रीय और राज्य सरकारों के नियमों एवं जीसीसी के शर्त 19 पेज नं 49 के अनुसार अनुबंध (विनियमन और अन्मूलन) अधिनियम 1970 और अनुबंध श्रम (विनियमन और अन्मूलन) केन्द्रीय नियम 1971 बल श्रम (निषेध और विनियमन) अधिनियम 1986, निर्माण श्रमिक (रोजगार और सेवा की शर्त का विनियमन) अधिनियम 1996, बिल्डिंग और अन्य निर्माण श्रमिक कल्याण सेस अधिनियम 1996 के प्रावधान का पालन करें।

You are requested to comply with the provision of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971 Child Labour (Prohibition & Regulation) Act 1986, Construction Workers (Regulation of Employment and Condition of Service) Act 1996, Building and other construction Workers Welfare Cess Act 1996 as specified in clause 19 on page no. 49 of GCC of tender and rules of Central and State Govt. Government.

5. आपको निर्देश दिया जाता है आप तुरंत कनिष्ठ कार्यपालक (अभि-सिविल), भाविप्रा, सी.ए. राजकोट से मिलें वह आपको कार्य स्थल सौंपने की व्यवस्था करेंगे।

You are also directed to contact Jr. Executive (Engg- Civil), Rajkot immediately who will arrange to handover the site to you.

6. कृपया नोट कर लें कि काम करने का अनुमानित समय 12 महीना जो कि इस पत्र के जारी करने के दसवें दिन बाद यानि 26/12/2020 से गिना जाएगा।

Please note that the time allowed for carrying out the work shall be 12 months and the same shall be reckoned from 10th day of the issue of this letter i.e. 26/12/2020.

7. इस ठेके के संबंध में आगे का कोई भी पत्राचार, प्रभारी अभियंता राजकोट के पते पर किया जाए।

Any further correspondence in connection with the contract should normally be addressed to the Engineer-In-Charge, Rajkot Airport, Rajkot.

8. कृपया प्राप्ति सूचना और इस पत्र को साथ संलग्न की दूसरी प्रति अधोहस्ताक्षरी को स्वीकृत निशानी के रूप हस्ताक्षर करने के बाद लौटाएं।

Please acknowledge the receipt and return the duplicate copy of this letter enclosed herewith after signing it to the undersigned as a token of acceptance.

संलग्न :- फॉर्म-VI-B & III / Form - VI-B & III

भवदीय सादर / Yours faithfully,

17/12/2020
उप महाप्रबंधक (अभि-सिविल) / प्रभारी अभियंता,
Dy. GM (Engg-Civil) / Engineer In-charge
भा.वि.प्रा. सी.ए. राजकोट
AAI, C.A. Rajkot

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Validate

Print

Help

Percentage BoQ

Tender Inviting Authority: SM (Engg-Civil), AAI, Rajkot Airport.

Name of Work: Annual repair & maintenance contract of civil works for Non-operational area for the year 2020-21 at Rajkot Airport.

Contract No: 2020_AAI_60996_1

Name of the Bidder/ Bidding Firm / Company : Parikh Kashyap Indulal, Rajkot

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words	TEXT #	
1	2	4	5	6	7	8		
1	DSR 2018 & Addl. Misc. Items Schedule of item rates DSR 2018 & additional Miscellaneous items 27.01 to 27.102 from Index SOQ Pg 1 to 9 of Tender Document	1,000 Nos		100.00	100.00	INR One Hundred Only		
Total in Figures					100.00	INR One Hundred Only		
Quoted Rate in Figures			Less (-)	12.15%	87.85	INR Eighty Eight Only		
Quoted Rate in Words					INR Eighty Eight Only			

Signature
09/12/2020
smg

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