



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

संदर्भ संख्या : भा.वि.प्रा./गया/स.दि.नि/एनटीबी/2021/ 324
Ref No. AAI/GY/CNS/NTB/2021/

दिनांक : 10.06.2021
Date: 10.06.2021

सेवा में/To,
मैसर्स दोशी इलेक्ट्रिक इंजीनियरिंग कंपनी,
M/s Doshi Electric Engineering Co.,
पुरानी जेल रोड, आर.एम.सी. बाल मंदिर के सामने
Old Jail ROAD, Opposite R.M.C Bal Mandir
जिला गार्डन के पास,, राजकोट, गुजरात- 360001,
Near Jilla Garden, Rajkot, Gujarat 360001
Ph. 0281 2223851

विषय : गया एयरपोर्ट पर नए टॉवर सह तकनीकी ब्लॉक की आगामी स.दि.नि / आईटी सुविधाओं के लिए अर्थिंग प्रणाली का एसआईटीसी के लिए कार्य आदेश।

Subject: Work order for SITC of Earthing Systems for upcoming CNS/IT facilities of New Tower cum technical Block at Gaya Airport.

संदर्भ: / References:

टेंडर संदर्भ संख्या / Tender Ref No.	AAI-13011/24/2019-APD-ER-GAYA
ई-टेंडर आइडी / E - Tender ID	2020_AAI_63170_1
कार्य का नाम / Name of Work	SITC of Earthing Systems for upcoming CNS/IT facilities of New Tower cum technical Block at Gaya Airport.
बोली प्रस्तुत करना/Bid Submission	On E-Tender Portal on 18th Dec, 2020.

प्रिय महाशय/Dear Sir,

- Reference is made to the above-mentioned correspondence and your offer (technical and commercial proposal) submitted against above referred tender.
- In this regard Airports Authority of India hereinafter referred to as purchaser, is pleased to place a purchase order for "Supply, Installation, Testing and Commissioning" of the work of "SITC of Earthing Systems for upcoming CNS/IT facilities of New Tower cum technical Block at Gaya Airport" as per details in Annexure-I of this letter on M/s Doshi Electric Engg. Co., hereinafter referred to as supplier.
- Price
 - The items as per Annexure-I (to this letter) shall be supplied and work executed by the supplier at a total cost of Rs.13,37,700/-(Rupees thirteen Lakhs thirty seven thousand and seven hundred only) exclusive of GST. The prices are excluding GST but inclusive of all other Charges or Statutory Costs like Delivery Charges, Cess, Freight, insurance, Packing etc. Only GST shall be paid extra as per the GOI rates.
- Place of Delivery/ Work Site and Consignee:** The place of Delivery of Materials and corresponding Consignee shall be follows: -

चक्र (2021)
10/06/2021
महानिदेशक (एटीएसईपी)
General Manager (ATSEP)
गया हवाई अड्डा
Gaya Airport
भा.वि.प्रा./गया
AAI/Gaya Airport, GY

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S. No.	Location	Work site	Consignee Name	Consignee Address
1.	Gaya	New ATC tower cum technical block of Gaya Airport	CNS In-Charge	O/o Airport Director, Gaya Airport, Sherghati Road, Gaya, Bihar-823004

5) Time Schedule:

- The firm should forward a letter of acceptance immediately after issue of this work order and submit a signed copy of work order as a token of acceptance.
- Valid test **Certificates from NABL /any Govt. Dept Lab/any reputed international Lab for Copper quality** of the material being supplied for conformity to the specifications as mentioned in NIT for above said work should be submitted to this office after issue of this work order.
- Test report submitted by the firm will be analyzed and if satisfactory, acceptance certificate/approval will be provided to the firm. Please ensure the specification as mentioned in NIT before submission of test reports.
- The firm shall complete the work within 06 Weeks after issue of the work order.
- The firm should complete all the necessary approval such as obtaining of acceptance certificate/approval of test certificate and completion of work within the stipulated time period of 06 weeks from issue of work order.**
- Below schedule has to be strictly adhered to for the delivery/Completion of Work.
 - All Material Delivery to Sites shall be completed within 03 Weeks from the date of issue work order.
 - Installation, Testing & Commissioning of Work shall be completed within total 06 Weeks from the date of issue of work order.

6) Paying Authority: Airport Director, Gaya Airport, Gaya -823004 shall act as Paying Authority.

7) Terms of Payment

- Airport Director, Gaya Airport, AAI, Gaya is the paying Authority.
- No mobilization advance shall be paid for any activity.
- Payment will be made in INR.
- Payment of laying of earth conductor i.e. copper strip 25X3 mm, installation of Equipotential Bus Bar and any other services will be made as per actual measurement/quantity basis.
- The Payments for each of the Supply/ Service under the SITC Work shall be made to the contractor in the following stages consistent with the work done.
 - 60% of purchase order price for supply of material as per bill of material along with valid **Copper quality test Certificate from NABL /any Govt. Dept Lab/any reputed international Lab and satisfactory acceptance of material by project In-charge** as applicable, & 100 % of taxes & duties and any other charges against receipt of goods at site in good condition.
 - The balance 40 % of the cost of the material supplied and 100% of service charges as per bill of material along with installation, testing & commissioning charges & GST as

स. महाप्रबंधक (एटोएसईपी)
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AAI/Gaya Airport, Gaya



applicable shall be released after the completion of work by the Vendor & acceptance of work by AAI.

f. Documents required for release of payment

- i. Invoices + 2 Copies
- ii. Delivery Challan + 2 Copies
- iii. Certificate of copper quality/ other certificates as applicable
- iv. Site acceptance certificate of goods receipt at site in physically good packed condition.
- v. Installation & commissioning certificate (As applicable) for final payment.

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

h. 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.

8) Project Manager:

- a. Sh. Rakesh Ranjan, Manager (ATSEP), Gaya Airport, Gaya shall act as the Project Manager in behalf of CNS In-charge for the work, who shall be responsible for the smooth implementation of the contract as per the tender document.
- b. Vendor's Project Manager - M/s Doshi Electric Engineering Co. shall immediately on receipt of this work order shall specify the name of the Project Manager.
- c. Vendor's site In-charge - The details of site In-charge from the vendor's part shall be intimated by M/s Doshi Electric Engineering Co. immediately on receipt of Work Order.

9) Guarantee / Warranty

- a. The complete SITC of the earthing system shall be guaranteed in all respects for satisfactory performance & measurement of Earth Resistance (below 1 ohm) for one year from the date of taking it into service. This should be confirmed.
- b. The bidder shall attend to rectify the fault at site at his own expense and get the defects/unsatisfactory performance of earthing as detected by AAI during the period of Guarantee/ Warranty.
- c. In case of any unsatisfactory performance of Earthing systems, the complaint should be rectified within 15 days.
- d. A fine of Rs.500/-per day may be adjusted from the performance BG for the period of unserviceability of earthing system beyond the period mentioned above.

10) Testing and Inspection:

The testing and inspection of the materials/components procured shall be carried out in three stages as follows:

(932TA) 18/06/2024 16:00:00 JST
18/06/2024 16:00:00 JST
18/06/2024 16:00:00 JST

स. महाप्रबन्धक (एटसेप)
Asst. General Manager (ATSEP)
भा.वि.प्रा. / गया हवाई अड्डा, गया
AAI/Gaya Airport, Gaya

The vender/contractor should submit the test report of the material being supplied for conformity to the specifications as mentioned in NIT. Based on test report submitted by vender for delivery of material, the vender/contractor should obtain certificate/approval by the representative of AAI to further supply of materials as per work order.

If buyer not satisfy with the test reports/certificates submitted before pre-delivery of materials, the Contractor shall replace the materials as necessary to meet Specification requirements.

ii. Post receipt / Pre-installation Testing:

Notwithstanding the pre-supply test reports and acceptance certificate/approval by the project In-charge of AAI as prescribed above, the Items on receipt in the Buyer 's premises will also be checked for conformity of specifications mentioned in NIT. If found satisfactory as per NIT specification, the buyer can hand over the material for further installation and commissioning of earthing system as per standard.

If materials are not found in order as mentioned in NIT specification those items shall be rejected & shall be replaced free of cost to the Buyer within 3 weeks of non-acceptance of material. The same procedure will be applicable for replaced material also.

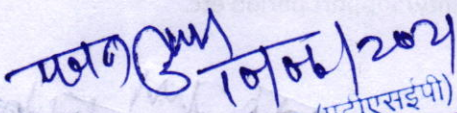
iii. Post Installation Acceptance testing / Inspection

This testing / inspection shall be performed after the completion of installation of the earthing system. The buyer shall verify the components during this testing and desired earth resistance and shall sign the installation report after successful completion of the post installation testing. Defects /shortcomings brought out in this testing shall have to be attended as per the contract within the permitted time schedule.

The post-installation acceptance testing/ inspection shall prove that the procured systems meet all system requirements as per specifications specified in the tender document. The vendor shall provide all necessary test equipment, tools and instruments for the acceptance testing. Installation shall be termed as completed after successful completion of SAT/post-installation acceptance testing and resolution of all defects/unsatisfactory performance etc.

11) Compensation of Delays:

- a. 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 contractor. Time taken by the 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.
- b. The vendor as per operation, installation, maintenance manuals and performance guarantee test supplied by the successful bidder, will do the installation, testing and commissioning of

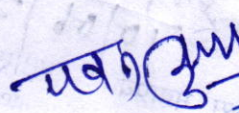

स. महाप्रबंधक (एटीएसईपी)
Asst. General Manager (ATSEP)
भा.वि.प्रा. / गवा मंडल, गवा
AAI/Gava Airport, Gava

systems. The successful bidder will fully responsible for the guaranteed performance of the supplied system and warranty obligations. In case any problem after commissioning and during guarantee period, the successful bidder act as per clause "**Warranty/ Guarantee**".

- c. A fine of an agreed amount calculated @ 0.5% per week or part thereof the uncompleted portion/activity/ delivery of Contract /WO cost executed / completed beyond delivery schedule subject to maximum value equal to 10% of the value of delayed Goods/Work shall be recovered. The LD shall be calculated on base cost without Govt. Taxes & Duties.
- d. A fine of an agreed amount calculated @ 0.5% of the total cost of the work per week or part thereof subject to maximum value equal to the value of the performance bank guarantee can be imposed in case of delay in rectification of the problem as per the "**Guarantee/Warranty**" clause of section -IV if in delay is caused by any reason other than the justified reasons mentioned above.

12) Performance Bank Guarantee

- a. The successful bidder shall submit an unqualified Contract Performance Bank Guarantee (in lieu of Contract Performance security) of the value equivalent to **10% (ten percent)** of the total price, to AAI in the form of an irrevocable and unconditional Bank Guarantee on nationalized bank or any scheduled bank (not from co-operative or Gramin Bank) as per Proforma attached as Annexure-II of this letter. The guarantee shall be submitted within 30 (Thirty) calendar days of the issue of work order and will be valid till 90 days after the end of the period of contract/warranty/guarantee. Also, bidder is required to submit annexure-III of this letter for verification of BG by AAI.
- b. If the Performance Bank Guarantee is not submitted in time as stipulated above, the following actions may be taken –
 - i. EMD shall be forfeited if the bidder is not exempted from EMD Submission as per the provisions under "Benefits to micro & small enterprises (MSEs)" in Section I.
 - ii. The stipulated Performance Bank Guarantee Value (10% of the Total Price to AAI) shall be withheld from Bills Payable until the Performance Bank Guarantee is submitted.
 - iii. Penalty @ 10% (Ten Percent) per annum shall be levied on the Performance Bank Guarantee Value for the delayed period of submission.
- c. The performance guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.
- d. The performance guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee:
 - i. 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/Support period, unserviceability that remains unattended at the end of the Warranty/Support period, repairs of unserviceable parts or subsystems that became unserviceable prior to completion of Warranty/Support period etc.


स. महेश्वर (ए.एस.ई.पी.)
Asst. General Manager (ATSEP)
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AAI/Gaya Airport, Gaya



भारतीय विमानपत्तन प्राधिकरण

Airports Authority of India

गया हवाई-अड्डा, गया

Gaya Airport, Gaya

- ii. At the time of completion of the Warranty period, the bidder shall handover all the systems/ subsystems in satisfactory conditions to AAI. Any unserviceable system/ subsystem shall be covered under defect liability.
 - iii. 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.
 - e. The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.
 - f. The validity period of PBG shall be extended by the bidder as and when provisional extension is granted.
- 13) Other all Terms & Conditions shall be as per the Terms & Conditions of the NIT & its corrigendum.
- 14) This letter of awarding of the work shall form a part of the contract and all terms & conditions mentioned in the tender Document and subsequent modifications (if any) circulated through corrigenda to the tender shall be a binding on both the parties i.e. AAI & M/s. M/s Doshi Electric Engg. Co.
- 15) As part of acceptance of this work order the firm M/s Doshi Electric Engg. Co. is required to enter into an agreement on a non-judicial stamp paper of Rs.1000/- with Airports Authority of India within 30 days of acceptance of this work order. The format of the Agreement enclosed as Annexure - II of this letter.
- 16) 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 immediately on receipt of this letter.
- 17) Please acknowledge the receipt of this letter.

सादर / Yours Sincerely,

कृते भारतीय विमानपत्तन प्राधिकरण/For AIRPORTS AUTHORITY OF INDIA,

(पवन कुमार/ Pawan Kumar)

सहायक- महाप्रबंधक (स.दि.नि)/Asstt. General Manager (CNS)

कृते प्रभारी (स.दि.नि.)/For In-charge (CNS)

गया हवाईअड्डा, गया / Gaya Airport, Gaya

स. महाप्रबंधक (स.दि.नि.)
Asst. General Manager (ATSEP)
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Airports Authority of India
गया हवाई-अड्डा, गया
Gaya Airport, Gaya

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Ref No. AAI/GY/CNS/NTB/2021/

दिनांक : 10.06.2021
Date: 10.06.2021

Annexure-I: Rate for the work "SITC of Earthing Systems for upcoming CNS/IT facilities of New Tower cum technical Block at Gaya Airport".

S.No.	Description of work/items	Quantity	Unit	Cost per unit excluding GST (Rs.)	Total cost excluding GST (Rs.)
1	Removal of Earth from ground level and digging of earth pit at specified depth and filling with Soil, salt and charcoal as per specification	10	Nos.	5,000.00	50,000.00
2	Supply of Salt	1200	Kg	20.00	24,000.00
3	Supply of Charcoal	1200	Kg	40.00	48,000.00
4	Supply of GI pipe of 5m in length as per specification	10	Nos.	4,000.00	40,000.00
5	Supply of Earth Electrode Copper Plate size 700mm X 700mm X 4mm	10	Nos.	15,000.00	1,50,000.00
6	Installation of GI pipe of 5m and Earth Electrode Copper Plate size 700mm X 700mm X 4mm in the Earth pit as well as laying of the two Earth conductor of copper strip from earth electrode copper plate (riveting and brazing) to the top as per specification	10	Nos.	5,000.00	50,000.00
7	Supply of earth conductor (copper strip) 25X3 mm	1150	Mtrs.	650.00	747500.00
8	Laying of Earth conductor from the earth pit to the main earth inside building and interconnection of earth pits as per specification	950	Mtrs.	100.00	950.00
9	Installation including laying of copper strip 25X3 mm in different offices or desired locations with bolting and brazing at both sides of Equipotential Bus Bar as per specification	200	Mtrs.	200.00	40,000.00
10	Supply of Equipment Bus Bar (Equipotential Bus Bar) as per specification	26	Nos.	700.00	18,200.00
11	Installation Equipment Bus Bar (Equipotential Bus Bar) with bolting and brazing of copper strips as per specification	26	Nos.	500.00	13,000.00
12	Construction of Earthing system inspection chamber (Masonry work) and other associated work including its marking and identification as per specification	10	Nos.	4,000.00	40,000.00

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Asst. General Manager (ATSEP)
भा.वि.प्रा./गया हवाई अड्डा, गया
AAI/Gaya Airport, Gaya



भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India
गया हवाई-अड्डा, गया
Gaya Airport, Gaya

13	Supply of 10 sq mm Multi-strand single core PVC insulated copper cable as per IS:694	80	Mtrs.	150.00	12,000.00
14	Supply of copper lugs and appropriate size of stainless-steel nut and bolts for 10 sq mm copper cable	100	Nos.	50.00	5,000.00
15	Measurement of earth resistance.	10	Nos.	500.00	5,000.00
Total cost exclusive GST					13,37,700.00

(Rupees thirteen lakhs thirty-seven thousand and seven hundred only)

सादर / Yours Sincerely,

कृते भारतीय विमानपत्तन प्राधिकरण/For AIRPORTS AUTHORITY OF INDIA,

(पवन कुमार/ Pawan Kumar)

सहायक- महाप्रबंधक (स.दि.नि.)/Asstt. General Manager (CNS)

कृते प्रभारी (स.दि.नि.)/For In-charge (CNS)

गया हवाई-अड्डा, गया / Gaya Airport, Gaya

स. महाप्रबंधक (स.दि.नि.)
Asst. General Manager (ATSEP)
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भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India
गया हवाई-अड्डा, गया
Gaya Airport, Gaya

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Date: 10.06.2021

(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,
Airports Authority of India,
Assistant General Manager (CNS),
O/o Airport Director,
Gaya Airport, Gaya, Bihar-823004

Subject: Performance Bank Guarantee

Name of the Work: SITC of Earthing Systems for upcoming CNS/IT facilities of New Tower cum technical Block at Gaya Airport.

Tender No: AAI-13011/24/2019-APD-ER-GAYA

Tender ID-2020_AAI_63170_1

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 ----- (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 ----- (10 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 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.

स. महाप्रबंधक (एटीएसईपी)
Asst. General Manager (ATSEP)
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AAI/Gaya Airport, Gaya



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 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.

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 _____ 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. _____

स. महाप्रबंधक (एटीएसईपी)
Asst. General Manager (ATSEP)
भा.वि.प्रा. / गया हवाई अड्डा, गया
AAI/Gaya Airport, Gaya



भारतीय विमानपत्तन प्राधिकरण
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Annexure – III: Proforma for BG confirmation details

The Bank guarantee (BG) submitted in respect of EMD/or, performance guarantee may provide the details of issuing BG and bank for confirmation of BG as mentioned below-

Details of BG		Description
1	BG issued in Name of	
2	BG number	
3	BG issue date	
4	BG expiry Date	
5	BG claim period	
6	BG amount	
Details of Bank issuing BG		
1	Name of issuing Bank	
2	Name of Issuing Branch	
3	Address of branch	
4	Fax & telephone/Mobile No of bank	
5	IFSC code	
6	Name, designation and Employee/staff code of BG approver 1	
7	Name, designation and Employee/staff code of BG approver 2	
8	Email ID of approver1	
9	Email ID of approver2	
10	BG confirmation email ID	

(Handwritten signature)
10/06/2021

स. महाप्रबन्धक (ATSEP)
Asst. General Manager (ATSEP)
भा.वि.प्रा./गया हवाई अड्डा, गया
AAI/Gaya Airport, Gaya

(Signature of the Bidder, with Official Seal)



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Ref No. AAI/GY/CNS/NTB/2021/

दिनांक : 10.06.2021
Date: 10.06.2021

Annexure - IV: Performa for Agreement

Name of the Work: SITC of Earthing Systems for upcoming CNS/IT facilities of New Tower cum technical Block at Gaya Airport.

Tender No: AAI-13011/24/2019-APD-ER-GAYA

Tender ID-2020_AAI_63170_1

Agreement No. AAI/GY/CNS/CONTRACT/2020-21/_/_/

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 office at **Gaya Airport through its Assistant General Manager(CNS), Airports Authority of India , Gaya Airport**, Office of the Airport Director, Gaya Airport, Gaya, Bihar-823004, 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 SITC of Earthing Systems for upcoming CNS/IT facilities of New Tower cum technical Block at Gaya Airport (hereinafter called "WORK") and whereas _____; has submitted vide their offer in e-tender ID _____, 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:

स. महाप्रबंधक (एटीएसईपी)
Asst. General Manager (ATSEP)
भा.वि.प्रा./गया : अड्डा, गया
AAI/Gaya Airport, Gaya



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").

Reference:

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

All the aforesaid contract documents contain condition as mentioned against individual and are initialed 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.

महका (एटीएसईपी)
Asst. General Manager (ATSEP)
भा.वि.प्रा. / गया हवाई अड्डा, गया
AAI/Gaya Airport, Gaya



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 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.

पुष्प (सुनील)
18/06/2024
स. महाप्रबंधक (एटीएसईपी)
Asst. General Manager (ATSEP)
भा.वि.प्रा. / गया हवाई अड्डा, गया
AAI/Gaya Airport, Gaya



भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India
गया हवाई-अड्डा, गया
Gaya Airport, Gaya

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.

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 Gaya.

WITNESS

Owner's Signature: _____

Printed Name: _____

1.

Designation: _____

Company Stamp: _____

2.

Contractor's Name: _____

Printed Name: _____

Designation: _____

Company's Stamp: _____

Signature Not Verified

Digitally signed by PAWAN KUMAR
Date: 2021.06.11 12:57:32
Location: eProcurement System for Central PSUs

स. महाप्रबंधक (एटीएसईपी)
Asst. General Manager (ATSEP)
भा.वि.प्रा./गया हवाई अड्डा, गया
AAI/Gaya Airport, Gaya