



संदर्भ संख्या : भा.वि.प्रा./गया/स.दि.नि/एनटीबी/2021/

Ref No. AAI/GY/CNS/NTB/2021/ 295-97

दिनांक: 31.08.2021

Date: 31.08.2021

सेवामें/To,

M/s Kapoor Electric Company,
125/11 K Block Govind Nagar, Kanpur
Uttar Pradesh -208006
Ph No. 6307365989

Subject: Work order for SITC of laying of 50 Pair and 20 Pair Armoured Telephone Cables with Crones and Distribution Box for New ATC Tower cum Technical Block at Gaya Airport.

संदर्भ: / References:

टेंडरसंदर्भसंख्या/Tender Ref No.	AAI-13011/57/2020-APD-ER-GAYA
ई-टेंडर आइडी/E - Tender ID	2021_A AI_69749_1
कार्यकानाम/Name of Work	SITC of laying of 50 Pair and 20 Pair Armoured Telephone Cables with Crones and Distribution Box for New ATC Tower cum Technical Block at Gaya Airport.
बोलीप्रस्तुतकरना/Bid Submission	On E-Tender Portal on 02.03.2021.

प्रिय महाशय/Dear Sir,

- 1) Reference is made to the above-mentioned correspondence and your offer (technical and commercial proposal) submitted against above referred tender.
- 2) 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 laying of 50 Pair and 20 Pair Armoured Telephone Cables with Crones and Distribution Box for New ATC Tower cum Technical Block at Gaya Airport." as per details in Annexure-I of this letter on M/s Kapoor Electric Company, hereinafter referred to as supplier.
- 3) Price
 - a. The items as per Annexure-I (to this letter) shall be supplied and work executed by the supplier at a total cost of Rs.2,85,520/- (Rupees Two Lakhs Eighty Five Thousand Five Hundred Twenty 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.



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

- 4) **Place of Delivery/ Work Site and Consignee:** The place of Delivery of Materials and corresponding Consignee shall be follows: -

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

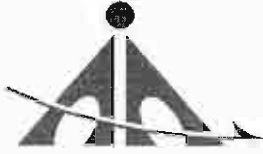
5) **Time Schedule:**

- 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.
- 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 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 50 Pair and 20 Pair cables, Fixing and punching of Distribution box/Crone modules and testing of cables end to end 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 on **satisfactory** & 100 % of taxes & duties and any other charges against receipt of goods at site in good condition and **satisfactory acceptance of material by project In-charge** as applicable.



- ii. 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 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. Site acceptance certificate of goods receipt at site in physically good packed condition issued by authorized representative of AAI.
- iv. 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. Smt. Shweta Shambhavi, 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 Kapoor Electric Company 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 Kapoor Electric Company immediately on receipt of Work Order.

9) **Guarantee / Warranty**

- a. The complete SITC of Telephone Cables alongwith Kronas/Distribution Box shall be guaranteed against all defects and for a satisfactory performance, as per all the listed features, for a period of **12 months** from the date of supply. 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 cabling as detected by AAI during the period of Guarantee/ Warranty.
- c. In case of any unsatisfactory performance, 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 Telephone cables beyond the period mentioned above.

10) Testing and Inspection:

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

i. Post receipt / Pre-installation Testing:

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.

ii. Post Installation Acceptance testing / Inspection

This testing / inspection shall be performed after the completion of installation of the laying of Telephone cables. The buyer shall verify the components during this testing 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.

Tests will be conducted to check the end to end connectivity of cable and the contractor shall ensure the connectivity to the satisfaction of the buyer. Any defect in the cable or laying of the cable shall be rectified by the contractor at no cost to the buyer within one month of the test. The cable joints (if any) shall be carried out as per the industrial standards to the satisfaction of the buyer.

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 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**" Para 9 of Section IV of the NIT.
 - 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 of the NIT 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 **3% (Three 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. The stipulated Performance Bank Guarantee Value (3% of the Total Price to AAI) shall be withheld from Bills Payable until the Performance Bank Guarantee is submitted.
 - ii. 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.
 - 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 Kapoor Electric Company.
- 15) As part of acceptance of this work order the firm M/s Kapoor Electric Company 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 - IV** 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.



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

सादर/ Yours Sincerely,
कृतेभारतीय विमानपत्तन प्राधिकरण/For AIRPORTS AUTHORITY OF INDIA,

Anil Kumar
21/08/2021
(Anil Kumar)

Deputy General Manager (CNS)
कृते प्रभारी (स.दि.नि.)/ In-charge (CNS)
गया हवाईअड्डा, गया / Gaya Airport, Gaya

Internal:-

1. APD, Gaya Airport, Gaya
2. Manager (Finance), Gaya Airport, Gaya



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

दिनांक: 31.08.2021
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Annexure-I: Rate for the work "SITC of laying of 50 Pair and 20 Pair Armoured Telephone Cables with Cranes and Distribution Box for New ATC 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	Supply of 50 Pair Armoured Telephone Cable	200	mtrs	420.00	84000.00
2	Supply of 20 Pair Armoured Telephone Cable	400	mtrs	200.00	80000.00
3	Supply of Distribution Box (100 Pair) with Crone Frame (for 50 Pair Cable)	8	nos.	1500.00	12000.00
4	Supply of Distribution Box (50 Pair) with Crone Frame (for 20 Pair Cable)	16	nos.	1200.00	19200.00
5	Supply of 10 Pair Crone (160 for DB and 40 Spares)	200	nos	160.00	32000.00
6	Supply of Crone Punch Down Tool	10	nos	200.00	2000.00
7	Supply of Tool Set (Screw Driver Set, Crimping Tool, Rj11 Tester, Cutter)	2	nos	800.00	1600.00
8	Laying of 50 Pair and 20 Pair Telephone Cable	600	mtrs	70.00	42000.00
9	Distribution Box Fixing	24	nos.	130.00	3120.00



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Airports Authority of India
गया हवाई-अड्डा, गया
Gaya Airport, Gaya

10	Crone Installation and Punching	160	nos.	30.00	4800.00
11	Testing of Cables end to end	160	nos	30.00	4800.00
Total cost exclusive GST					285520.00

(Rupees Two Lakh Eighty Five Thousand Five Hundred Twenty only)

सादर/ Yours Sincerely,

कृतेभारतीय विमानपत्तन प्राधिकरण/For AIRPORTS AUTHORITY OF
INDIA,

Anil Kumar
21/08/2021

(अनिल कुमार/ Anil Kumar)

उप महाप्रबंधक महाप्रबंधक (स.दि.नि)/Deputy General Manager (CNS)

प्रभारी (स.दि.नि.)/ In-charge (CNS)

गया हवाईअड्डा, गया / Gaya Airport, Gaya



भारतीय विमानपत्तन प्राधिकरण
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संदर्भ संख्या : भा.वि.प्रा./गया/स.दि.नि/एनटीबी/2021/
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Annexure -II

(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 laying of 50 Pair and 20 Pair Armoured Telephone Cables with Crones and Distribution Box for New ATC Tower cum Technical Block at Gaya Airport.

Tender No: AAI-13011/57/2020-APD-ER-GAYA

Tender ID- 2021_A AI_69749_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 ----- (3 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.



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 _____ 2021 at _____

Signature _____ Signature _____

Name _____ (Bank's Rubber Stamp)

Official address _____ Name _____

Designation with Bank Stamp

Attorney as per Power of

Attorney No. _____



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

संदर्भ संख्या : भा.वि.प्रा./गया/स.दि.नि/एनटीबी/2021/

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दिनांक : 31.08.2021

Date: 31.08.2021

Annexure – III: Proforma for BG confirmation details

The Bank guarantee (BG) submitted in respect of 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	

(Signature of the Bidder, with Official Seal)



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दिनांक: 31.08.2021

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Annexure - IV: Performa for Agreement

Name of the Work: SITC of laying of 50 Pair and 20 Pair Armoured Telephone Cables with Crones and Distribution Box for New ATC Tower cum Technical Block at Gaya Airport.

Tender No: AAI-13011/57/2020-APD-ER-GAYA

Tender ID- 2021_AAI_69749_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 laying of 50 Pair and 20 Pair Armoured Telephone Cables with Crones and Distribution Box for New ATC 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:

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.

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.

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: 2021.09.01 12:40:58 IST
Location: eProcurement System for Central
PSUs