

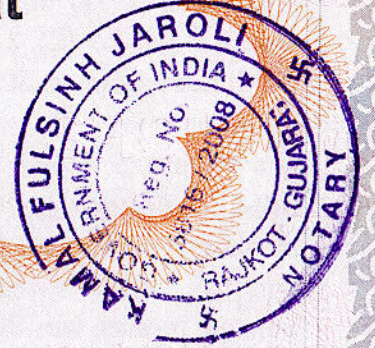


सत्यमेव जयते

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty



Certificate No. : IN-GJ82925538754852T

Certificate Issued Date : 16-Jul-2021 11:59 AM

Account Reference : IMPACC (FI)/ gjelimp10/ DH COLLEGE RAJKOT/ GJ-RA

Unique Doc. Reference : SUBIN-GJGJELIMP1001224141109652T

Purchased by : ASIF SIRAJI

Description of Document : Article 18 Certificate or Other Document

Description : TENDER

Consideration Price (Rs.) : 0
(Zero)

First Party : AIRPORT AUTHORITY OF INDIA

Second Party : RUDRAKSHA ENTERPRISE RAJKOT

Stamp Duty Paid By : RUDRAKSHA ENTERPRISE RAJKOT

Stamp Duty Amount(Rs.) : 200
(Two Hundred only)

Rudraksha Enterprise.

Signature

Partner.



विमानपत्तन निदेशक
Airport Director
भा.वि.प्रा., राजकोट
AAI, RAJKOT



KC 0008427221

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Rudraksha Enterprise.

[Signature]

Partner.

SSSTS48000

विमानपत्तन निदेशक
Airport Director
भा.वि.प्रा., राजकोट
AAI, RAJKOT



AGREEMENT

No: AAI/RAJ/ATC/2021-22/AGMT-01

This Agreement made on this **19th day of July Two Thousand Twenty One** 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 **Airport Director, 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. Rudraksha Enterprise, Shop no. 6, Rameshwar Complex, Sadhu Vasvani Raod, Rajkot – 360005.** 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 “**Job contract for bird and animal hazard control at Civil Aerodrome, Rajkot.**” (Herein after called the “WORK”) done and had invited tenders for this work as per its Tender Specifications.

And whereas **M/s. Rudraksha Enterprise, Rajkot** has participated in the above referred bidding vide their proposal dated **02/07/2021** and Airports Authority of India accepted their aforesaid proposal and awarded the work to **M/s. Rudraksha Enterprise, Rajkot** as per terms and conditions contained in its award letter number **AAI/RAJ/ATC/BACH/2021, Dtd. 15/07/2021** and the documents referred to therein which have been accepted by **M/s. Rudraksha Enterprise, 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. Rudraksha Enterprise, Rajkot** for the work **Job contract for bird and animal hazard control at Civil Aerodrome, Rajkot.** Along with the terms and conditions contained in its award letter Number **AAI/RAJ/ATC/BACH/2021, Dtd. 15/07/2021** and documents referred to therein. The award has taken effects from the **date 01/08/2021 and will expire on 31.07.2023.** 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”).)

SR. NO.	NAME OF DOCUMENTS	PAGE NO.
1	Agreement Paper	01 to 06
2	Notice Inviting Tender	07 to 18
	Form of Tender	19 to 23
	General Conditions of Contract	24 to 35
	Special Conditions of The Contract	36 to 40
	Arbitration and Laws	41 to 42
7	Acceptance Letter	43 to 43
8	Proforma for Earnest Money Declaration	44 to 44

Rudraksha Enterprise.

Signature

Partner.

Signature
31/8/21
विमानपत्तन, विशेषक

Airport Director

भा.वि.प्रा., राजकोट

AAI, RAJKOT

Cont...4

9	Affidavit	45 to 45
10	Undertaking regarding blacklisting	46 to 46
11	Agreement For Bird and animal Hazard Control at Civil Aerodrome, Rajkot	47 to 50
12	Work Order (i/c Schedule of Quantities)	51 to 52
13	Un-Conditional Acceptance Letter	53 to 53
14	EMD Declaration	54 to 54
15	ID Proof	55 to 56

All the aforesaid contract documents contain corrections as mentioned against individual pages and 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 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 documents 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 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 SETTLEMENT 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 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.

Rudraksha Enterprise

[Signature]

Partner

[Signature]
विमानपत्तन निदेशक
Airport Director
भा.वि.प्रा., राजकोट
AAJ, RAJKOT

Cont...5...

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 hereinabove.

This Contract Agreement is allotted the **Number: AAI/RAJ/ATC/2021-22/AGMT-01**

IN WITNESS WHERE OF, the parties through their duly authorized representatives 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 **RAJKOT**.

[Signature]

(Signature of Contractor)

M/s. Rudraksha Enterprise,
Shop no. 6, Rameshwar Complex,
Sadhu Vasvani Raod,
Rajkot - 360005.

[Signature]

(Signature of Owner)

(Diganta Borah)
Airport Director
AAI, CA. Rajkot:
For and on behalf of Chairman
Airports Authority of India.



WITNESS :-



Book No 02/2021
Page No. 12/2021
Serial No. 5729/2021
Receipt No. 5729/2021
Date 04/08/2021

Rudraksha Enterprise.

[Signature]

Partner.

[Signature]
[Signature]

SIGNED BEFORE ME

KAMAL FULSINH JAROLI
NOTARY-RAJKOT-GUJARAT
GOVERNMENT OF INDIA
M. 81603 11016

विमानपत्तन निदेशक
Airport Director
भा.वि.प्रा., राजकोट
AAI, RAJKOT





Letter No. AAI/RAJ/ATC/BAHC/2021/

Date: 15/07/2021

To
M/S Rudraksha Enterprrise
Shop No.06
Rameshwar Complex
Sadhu Vasvani Road,
Rajkot ,Gujarat

Sub: - Job Contract for bird and animal hazard Control at Civil Aerodrome, Rajkot.

Dear Sir,

Kindly refer to your tender opened on 02/07/2021 by this office for the above mentioned job and your subsequent participation therein.

The undersigned is pleased to inform you that the competent authority has accepted the contract of "Bird and animal hazard contract at Rajkot airport" for the rates quoted by on the following terms and condition.

- a. You shall deploy manpower as per detail in scope of work provided along with tender, it shall be your responsibility to ensure availability of desire manpower as per tender condition throughout validity contract.
- b. The total value of the Contract shall be Rs 5308800.00/- (Fifty Three lakh eight thousand eight hundred only) excluding GST @18%. PF, ESIC, Bonus and difference of minimum wages shall be reimbursed on the submission of actual documentary evidence for the said work. The difference in minimum wages based on revision of minimum by the office of regional labour commissioner (center) and other statutory payments shall be paid by the contractor which will be reimbursed by AAI after giving documentary evidence.
- c. The period of contract shall be for 24 months from the date of commencement i.e. from 01/08/2021 and further extension by another 12 month on the same terms and condition if required by AAI.
- d. You shall submit the characteristics and antecedents certificate from the police authorities for the staff deployed by you for issuance of PIC if contractor found to violate any of security regulation he shall be black listed and will be subject to other legal proceedings.
- e. The contractor shall be provided a list of contract worker engaged for the work along with their PF account no. & ESI registered no.
- f. The contractor by 10th of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of PF contribution to RPFC and ESI contribution to ESI Corporation in respect of workers engaged in contract work.
- g. The contractor shall provide copies of PF and ESI challans of monthly contribution in respect of contract workers engaged for contract work on month to month basis. AAI reserves the right to withhold minimum amount as detail under from the running account payment if PF/ESI contribution are not paid by the contractor and proof of the effect have not been produced regularly on due dates.
- h. The contractor shall submit a notarized undertaking regarding payment of minimum wages.
- i. The cost of preparation of passes and cost shall be borne by the contractor.
- j. An agreement in suitable stamp paper in duplicate for the above mentioned job work shall be signed before the commencement of job.



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

- k. All term and condition as mentioned in the tender and in this letter shall be binding upon you and shall be part of the agreement.
- l. All terms and condition as mentioned in the NOTICE INVITING TENDER AND GENERAL CONDITIONS OF CONTRACT shall be binding on you.
- m. In case of any further query, you may feel free to contact undersigned.

(Diganta Borah)
विमानपत्तन निदेशक
Airport Director
AAI, CA, Rajkot
भा.वि.प्रा., राजकोट
AAI, RAJKOT

Copy to:

- 1) GM (Aero), Western Region, AAI, New ATS Complex, Near Sahar Cargo, Sutar Pakhadi Road, Sahar, Andheri, Mumbai-99.
- 2) Jt. General Manager (Finance), WR, AAI, New ATS Complex, Near Sahar Cargo, Sutar Pakhadi Road, Sahar, Andheri, Mumbai-99.
- 3) HOD (Vigilance) AAI, o/o RED, Western Region, Mumbai.
- 4) Labour Enforcement Officer (Central), Ministry of Labour, Govt. of India, Kothi Compound, Rajkot.
- 5) Regional Provident Fund Commissioner, Sub Regional Office, Panchayat Nagar Chowk, University Road, Rajkot.
- 6) Concerned File.

Internal Distribution:

- 1) Airport Director, AAI, CA, Rajkot.
- 2) Manager (Finance), AAI, CA, Rajkot.

Signature Not Verified

Digitally signed by Sunil Kumar Gupta
Date: 2021.08.09 12:06:56 IST

Location: eProcurement System for Central
PSUs