



संदर्भ संख्या :भा.वि.प्रा./बिजीएम/स.दि.नि/एनटीबी/2022/
Ref No. AAI/BGM/CNS/ILS/2022/ 02/03

दिनांक : 16.02.2022
Date : 16.02.2022

सेवा में/To,
मैसर्स ओरिन कंपोजिट्स एंड इंजीनियरिंग प्राइवेट लिमिटेड,
M/s Orione Composites & Engineering Pvt. Ltd.,
फ्लोट नंबर:एन-14 और एन-17, के.एस.एस.आइ.डी.सी. इंडस्ट्रियल एस्टेट, ऊदयमबाग,
Plot No.: N-14 & N-17, KSSIDC Industrial Estate, Udyambag,
बेलगावि, कर्नाटक-590008
Belagavi, Karnataka- 590008

विषय : बेलगावी हवाई अड्डा, बेलगावी की आईएलएस परियोजना के लिए एफआरपी पोल और सहायक वस्तुओं की आपूर्ति आदेश।

Subject: Supply order of FRP poles and ancillary items for ILS project of Belagavi Airport, Belagavi.

संदर्भ: / References:

टेंडर संदर्भ संख्या / Tender Ref No.	SR-36012(20)/1/2021-APD-SR-BELGAUM
ई-टेंडर आइडी /E - Tender ID	2021_AAI_97660_1
कोरिजेण्डम/ Corrigendum	Corrigendum dated 14/12/2021.
कार्य का नाम /Name of Work	Supply of FRP poles and ancillary items for ILS project of Belagavi Airport, Belagavi
बोली प्रस्तुत करना/Bid Submission	On E-Tender Portal on 28 th Dec, 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 "Supply of FRP poles and ancillary items for ILS project of Belagavi Airport, Belagavi" as per details in Annexure-I of this letter on M/s Doshi Electric Engg. Co., 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.3,33,000/- (Rupees three Lakhs thirty three thousand 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.
- 4) **Place of Delivery/ Work Site and Consignee:** The place of Delivery of Materials and corresponding Consignee shall be follows: -



भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India
बेलगावि हवाई-अड्डा, बेलगावि
Belagavi Airport, Belagavi

S. No.	Location	Work site	Consignee Name	Consignee Address
1.	Belagavi	Belagavi Airport	CNS In-Charge	O/o Airport Director, Belagavi Airport, Shambra, Belagavi, Karnataka-591124

5) Time Schedule:

- The firm should forward a letter of acceptance immediately after issue of this purchase order and submit a signed copy of work order as a token of acceptance.
- The firm shall complete the work within 45 Days after issue of the purchase order.

6) Paying Authority: Airport Director, Belagavi Airport, Belagavi -591124 shall act as Paying Authority.

7) Terms of Payment

- Airport Director, Belagavi Airport, AAI, Belagavi is the paying Authority.
- No mobilization advance shall be paid for any activity.
- Payment will be made in INR.
- 100% of purchase order price for supply of material as per bill of material along with valid Invoice and satisfactory acceptance of material by project In-charge as applicable, against receipt of goods at site in good condition will be released.
- Documents required for release of payment
 - Invoices + 2 Copies
 - Delivery Challan + 2 Copies
 - Site acceptance Certificate of goods receipt in physically good condition.
- 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.
- GST (Goods and Service Tax) shall be paid to the bidder for any taxable supply against a valid tax invoice. The bidder is required to provide the tax type and tax percentage.

8) Guarantee / Warranty

- The Guarantee/ Warranty of the materials should be minimum 1 Years or as provided by OEM of the materials.

9) Testing and Inspection:

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 will accept the materials.



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.

10) Compensation of Delays:

- a. Time is the essence of the Contract
- b. The amount of compensation for delay and waiver of compensation for delay in case of justified reasons shall be decided at the discretion of Accepting Authority and the same shall be final and binding on the contractor. Time taken by AAI and local statutory authorities for approval of drawings, design, estimate etc, force majeure reasons and any other reasons beyond control of the contractor shall be considered as justified reasons. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with AAI.
- c. The successful bidder will be fully responsible for the guaranteed performance of the supplied materials and warranty obligations. In case of any problem during guarantee period, the successful bidder act as per the "Guarantee/ Warranty Clause of Section-IV.
- d. A fine of an agreed amount calculated @ 1/2% of the total value of the Work per week or part thereof subject to a maximum value equal to the value of the Performance Bank Guarantee can be imposed in case of delay in delivery of the items as per the "Time Schedule" Clause in Section – IV if the delay is caused by any reason other than the Justified Reasons as mentioned above.
- e. A fine of an agreed amount calculated @ 1/2% of the total value of the faulty system per week or part thereof subject to a 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 the delay is caused by any reason other than the Justified Reasons as mentioned above.

11) 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 nationalised bank or any scheduled bank (not from co-operative or Gramin Bank) as per Proforma attached as Annexure-IX. 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.
- b. In case the Contractor fails to submit the PBG within stipulated period, interest at 12% p.a on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission & shall be deducted from the first bill payable to the Contractor. However, the extended period for PBG submission should be approved by the Accepting Authority in AAI. Also, the Stipulated Performance Bank Guarantee Value (3% of the Purchase Order Price to AAI) shall be withheld from Bills payable until the Performance Bank Guarantee is submitted.



- c. In case, successful bidder fails to submit performance guarantee within 60 days of the issue of the letter of acceptance of his bid, AAI reserve the right to Cancel the order and suspend the buyer as per EMD Declaration provided by the bidder (Annexure –II)
 - d. The performance guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.
 - e. 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
 - f. The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest
 - g. The validity period of PBG shall be extended by the bidder as and when provisional extension is granted.
- 12) Other all Terms & Conditions shall be as per the Terms & Conditions of the NIT & its corrigendum.
- 13) 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 Orione Composites & Engineering Pvt. Ltd.,
- 14) As part of acceptance of this work order the firm M/s Orione Composites & Engineering Pvt. Ltd., is required to enter into an agreement on a non-judicial stamp paper of Rs.100/- with Airports Authority of India within 30 days of acceptance of this supply order. The format of the Agreement enclosed as Annexure - II of this letter.
- 15) Please acknowledge the receipt of this letter.

सादर / Yours Sincerely,

कृते भारतीय विमानपत्तन प्राधिकरण/For AIRPORTS AUTHORITY OF INDIA,

Chandra Sekhar

(टी.चंद्रशेखर/T. Chandra Sekhar)

संयुक्त महाप्रबंधक (स.दि.नि.)/Jt. General Manager (CNS)

प्रभारी (स.दि.नि.)/In-charge (CNS)



बेलगावि हवाई-अड्डा, बेलगावि/Belagavi Airport, Belagavi

संदर्भ संख्या :भा.वि.प्रा./बिजीएम/स.दि.नि/एनटीबी/2022/03

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Date: 16.02.2022

Annexure-I: Rate for the work "Supply order of FRP poles and ancillary items for ILS project of Belagavi Airport, Belagavi".

S.No.	Description of work/items	Quantity	Unit	Cost per unit excluding GST (Rs.)	Total cost excluding GST (Rs.)
1	FRP (fiber reinforced plastic) poles	6	Nos.	9,000.00	54,000.00
2	GI ground fixing for FRP poles	6	Nos.	1500.00	9,000.00
3	Copper Clad Rod	12	Nos.	5400.00	64,800.00
4	Heavy duty PVC pipe plastic corrugated hose	10	Mtrs.	80.00	800.00
5	Self-Supporting Heavy duty Folding Ladder	2	Nos.	8,100.00	16,200.00
6	Battery stand	2	Nos.	5,400.00	10,800.00
7	Weather Proof BOX	2	Nos.	10800.00	21,600.00
8	Multi strand braided copper wire bare (copper rope)	65	Mtrs.	1,080.00	70,200.00
9	Brass pulley () for running at least 10 mm multi strand copper braided wire	2	Nos.	630.00	1,260.00
10	Strain Insulator Glass/Ceramic	2	Nos.	75.00	150.00
11	Straining Screws with anchor bolts	6	Nos.	5,040.00	30,240.00
12	steel guy wire	470	Mtrs.	110.00	51,700.00
13	Bull Dog Grips for 8mm steel/copper rope	50	Nos.	45.00	2,250.00
Total cost exclusive GST					3,33,000.00

(Rupees Three lakhs and thirty-three thousand only)

सादर / Yours Sincerely,

कृते भारतीय विमानपत्तन प्राधिकरण/For AIRPORTS AUTHORITY OF INDIA,

(टी.चंद्रशेखर/T. Chandra Sekhar) 16/02/22

संयुक्त महाप्रबंधक (स.दि.नि)/Jt. General Manager (CNS)

प्रभारी (स.दि.नि.)/In-charge (CNS)

बेलगावि हवाई-अड्डा, बेलगावि/Belagavi Airport, Belagavi



भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India
बेलगावि हवाई-अड्डा, बेलगावि
Belagavi Airport, Belagavi

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(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,
Joint General Manager (CNS),
O/o Airport Director,
Belagavi Airport, Belagavi, Karnatka-591124

Subject: Performance Bank Guarantee

Name of the Work: Supply order of FRP poles and ancillary items for ILS project of Belagavi Airport, Belagavi.

Tender No: SR-36012(20)/1/2021-APD-SR-BELGAUM

Tender ID-2021_AAI_97660_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.



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. _____



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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	

(Signature of the Bidder, with Official Seal)



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Date: 16.02.2022

Annexure - IV: Performa for Agreement

Name of the Work: Supply order of FRP poles and ancillary items for ILS project of Belagavi Airport, Belagavi.

Tender No: SR-36012(20)/1/2021-APD-SR-BELGAUM

Tender ID-2021_AAI_97660_1

Agreement No. AAI/BGM/CNS/CONTRACT/2021-22/_/_/

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 **Belagavi Airport through its Joint General Manager (CNS), Airports Authority of India , Belagavi Airport**, Office of the Airport Director, Belagavi Airport, Belagavi, Karnataka-591124, 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 "**Supply order of FRP poles and ancillary items for ILS project of Belagavi Airport, Belagavi**" (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. 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 Belagavi.

WITNESS

1.

2.

Owner's Signature:

Printed Name: _____

Designation: _____

Company Stamp:

Contractor's Name: _____

Printed Name: _____

Designation: _____

Company's Stamp: _____