



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

संदर्भ संख्या : भा.वि.प्रा./बिजीएम/स.दि.नि/एनटीबी/2022/ 2282

दिनांक : 24.03.2022

Ref No. AAI/BGM/CNS/ILS/2022/

Date : 24.03.2022

सेवा में/To,

मैसर्स डाटा लिंक/ M/s Data Link,

51/4, नेट्टल गार्डन 2 स्ट्रीट,

51/4, Nettal Garden 2nd Street,

पेरम्बूर, चेन्नई -600011

Perambur, Chennai -600011

विषय : बेलगावी हवाई अड्डे, बेलगावी में NAV-AIDS साइटों को आपस में जोड़ने के लिए ओएफसी नेटवर्क घटकों के एस.आई.टी.सी. का कार्य आदेश।

Subject: Work order for SITC of OFC network components to interconnect Nav-Aids Sites at Belagavi Airport, Belagavi.

संदर्भ: / References:

टेंडर संदर्भ संख्या/ Tender Ref. No.	SR-36012(20)/3/2021-CNS-SR
ई- टेंडर आइड / E-tender ID	2022_AAI_100669_1
कार्य का नाम /Name of Work	SITC of OFC network components to interconnect Nav-Aids Sites at Belagavi Airport, Belagavi
बोली प्रस्तुत करना/Bid Submission	16/02/2022 at 1100 Hrs.

महाशय/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 the work of "SITC of OFC network components to interconnect Nav-Aids Sites at Belagavi Airport, Belagavi" as per details in Annexure-I of this letter on M/s Data Link, hereinafter referred to as supplier.
- Price**
3.1. The items as per Annexure-I (to this letter) shall be supplied and ITC work executed by the supplier at a total cost of Rs.5,86,505/- (Rupees Five Lakhs Eighty Six Thousand Five Hundred and five only) inclusive of GST. The prices are inclusive of GST and all other Charges or Statutory Costs like Delivery Charges, Cess, Freight, insurance, Packing etc.
- 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
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1.	Belagavi	Belagavi Airport	CNS In-Charge	O/o Airport Director, Belagavi Airport, Shambra, Belagavi, Karnataka-591124
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5. Time Schedule:

- 5.1. 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.
- 5.2. The firm shall complete the work within 60 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

- 7.1. Airport Director, Belagavi Airport, AAI, Belagavi is the paying Authority.
- 7.2. No mobilization advance shall be paid for any activity.
- 7.3. Payment will be made in INR.
- 7.4. 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.
 - 7.4.1 70% of purchase order price for supply of material as per bill of material along with valid **Tax Invoice in original** as applicable, & 100 % of taxes & duties and any other charges against receipt of goods at site in good condition.
 - 7.4.2 The balance 30 % 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.

5.1 Documents required for release of payment

- 5.1.1 Invoices + 2 Copies
- 5.1.2 Delivery Challan + 2 Copies
- 5.1.3 Site acceptance Certificate of goods receipt in physically good condition.
- 5.1.4 Site acceptance test (SAT) report for final release of payment.

- 5.2 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.
- 5.3 Applicable 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

- 8.1. The Guarantee/ Warranty of the materials should be in accordance with the technical specification given in annexure-XV of the NIT.
- 8.2. The Vendor shall guarantee that the Items, articles sold/ supplied against the Contract to AAI shall be brand new & no refurbished items shall be supplied. The Installation/Services offered shall be as per the Industry Standard & as per the Terms & Condition of the Notice Inviting Tender.
- 8.3. The bidder shall attend at his own expense and get the defects/ bugs removed in the systems as detected by AAI during the period of Guarantee/ Warranty.

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8.4. In case of any breakdown, the following SLA has to be maintained by the Contractor –

- The Breakdown Complaint has to be attended by the Contractor within 72 hours.
- The Breakdown Complaint, if it involves replacement of parts only, has to be resolved by the Contractor within 10 Working Days.
- The Breakdown Complaint, if it involves any other Major Service Work (such as replacement of full Items), has to be resolved by the Contractor within a mutually agreed Time Period between AAI, Site-in-Charge and the Contractor

8.5. Breakdown Complaint shall be considered resolved only when the System meets the Acceptance Criteria.

8.6. A fine of an agreed amount as per the Clause "Compensation of Delays" under Section– III of NIT shall be applicable for any violation of the SLA as mentioned above.

9. Testing and Inspection:

9.1. The testing and inspection of the equipment / components procured shall be carried out in two stages as follows-

9.1.1. Post receipt / Pre-installation Testing:

Notwithstanding the pre-supply tests and inspections prescribed above, the Items on receipt in the Buyer's premises will also be checked by vendor in presence of AAI Project Manager before installation and if found defective, or the seal found to be tampered these items shall be rejected & shall be replaced free of cost to the Buyer.

Also, 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 30 days of non-acceptance of material. The same procedure will be applicable for replaced material also.

9.1.2. Post Installation Acceptance testing / Inspection:

This testing /inspection shall be performed after the completion of installation of the parts. The project manager shall verify all the components during the testing 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/bug.

9.2. If any Item or any part thereof, before it is taken over under above inspection clauses, is found defective or fails to fulfil the requirements of the contract, the buyer shall give the Contractor notice setting forth details of such defects or failure. The Contractor shall make the defective material good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding **one month** of the initial report. The replacements by the Contractor shall be made free of all charges at site. If he fail to do so within this time, the Buyer reserves the discretion to reject and replace at the cost of the Contractor the whole or any portion of the items as the case may be, and that is defective or fails to fulfil the

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requirements of the contract. The cost of any such replacement made by the Buyer shall be deducted from the amount payable to the Supplier.

9.3. The inspection as per above clauses in any way does not relieve the Contractor from any Warranty or other obligations under this contract.

10. Compensation of Delays:

- 10.1. Time is the essence of the Contract.
- 10.2. 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.
- 10.3. 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 of NIT.
- 10.4. 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.
- 10.5. 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 of NIT if the delay is caused by any reason other than the Justified Reasons as mentioned above.

11. Performance Bank Guarantee

- 11.1. 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-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.
- 11.2. 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.
- 11.3. 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 of the NIT).
- 11.4. The performance guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.

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11.5. The performance guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee:

11.5.1. 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.

11.5.2. 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.

11.5.3. 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.

11.6. The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.

11.7. 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 Data Link.

14. As part of acceptance of this work order the firm M/s Data Link, 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 - IV of this letter.

15. Please acknowledge the receipt of this letter.

सादर / Yours Sincerely,

कृते भारतीय विमानपत्तन प्राधिकरण/For AIRPORTS AUTHORITY OF INDIA,

(पी. एस. देसाई/P.S. Desai)

सह महाप्रबंधक (स.दि.नि.)/Asstt. 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/
Ref No. AAI/BGM/CNS/ILS/2022/

दिनांक:24.03.2022
Date: 24.03.2022

Annexure-I: Rate for the work "SITC of OFC network components to interconnect Nav-Aids Sites at Belagavi Airport, Belagavi".

S.No.	Description of work/items	Quantity	Unit	Cost per unit excluding GST (Rs.)	Total cost excluding GST (Rs.)
1	Layer 2 POE + Switch Min. 24 Port with 5-year warranty (04 SFP port (1G), Managed)	3	Nos.	45,000.00	1,35,000.00
2	1G SFP for switches with 5-year warranty	8	Nos.	5,625.00	45,000.00
3	Cat6 12 port Jack Panel (Un-Loaded)	3	Nos.	3,125.00	9,375.00
4	Fiber Patch Cord (SM) (duplex 3 Mtr, SC-LC)	4	Nos.	1,205.00	4,820.00
5	Fiber Patch Cord (SM) (duplex 2 Mtr, LC-LC)	12	Nos.	1,205.00	14,460.00
6	Fully Loaded LIU for 24 Core OFC loaded with LC adapter, pigtail for SM Fiber Cable	3	Nos.	9,950.00	29,850.00
7	Indoor Wall Mount 12U Rack with 5-year warranty	1	Nos.	9,375.00	9,375.00
8	Indoor floor mount 12U Rack with 5-years warranty	2	Nos.	15,625.00	31,250.00
9	Media converter OFC to Ethernet	4	Nos.	5,125.00	20,500.00
10	RS 232 to IP Converter with IP tunneling support	10	Nos.	15,000.00	1,50,000.00
11	Ethernet surge protector	10	Nos.	5,625.00	56,250.00
12	CAT6 UTP Cable (LSZH)	300	Mtrs.	56.25	16,875.00
13	CAT6 Patch Cord 1Mtrs	20	Nos.	137.50	2,750.00
14	CAT6 Patch Cord 2 Mtrs	10	Nos.	156.25	1,562.50
15	CAT6 Patch Cord 5 Mtrs	10	Nos.	275.00	2,750.00
16	CAT6 I/O Module	36	Nos.	137.50	4,950.00
17	Single Face plate	10	Nos.	62.50	625.00
18	PVC back box	10	Nos.	31.25	312.50
19	RJ45 Connector	100	Nos.	6.25	625.00
20	Supply of Console Cable & RS232 to USB Cable	2	Nos.	950.00	1,900.00
21	PVC Flexible	10	Mtrs.	15.00	150.00
22	Metal Flexible	15	Mtrs.	125.00	1,875.00
23	PVC Channel ISI Marked	10	Mtrs.	75.00	750.00



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24	Supply of Network multipurpose tool set kit with tool bag (1 x Multifunction cable tester, 1 x 3-in-1 crimping/cutting/stripping tool, 1 x crimping pliers, 1 x wire stripping knife, 1 x flat /cross screwdriver, 1 x stripping pliers knife, 1 x punch-down too, 1 x screw driver set)	1	Nos.	17,500.00	17,500.00
25	Testing of laid OFC through OTDR for 12 core OFC Cable of entire work and repairs if required.	1	Job	6,000.00	6,000.00
26	Charges for installation, testing and Commissioning of project.	1	Job	22,000.00	22,000.00
Total cost exclusive GST					5,86,505.00

(Rupees five lakhs eighty six thousand five hundred and five only)

सादर / Yours Sincerely,

कृते भारतीय विमानपत्तन प्राधिकरण/For AIRPORTS AUTHORITY OF INDIA,

(पी. एस. देसाई/P.S. Desai)

सह महाप्रबंधक (स.दि.नि.)/Asstt. 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/
Ref No. AAI/BGM/CNS/ILS/2022/

दिनांक:24.03.2022
Date: 24.03.2022

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

Subject: Performance Bank Guarantee

Name of the Work: SITC of OFC network components to interconnect Nav-Aids Sites at Belagavi Airport, Belagavi.
Tender Reference No: SR-36012(20)/3/2021-CNS-SR
Tender ID: 2022_AAI_100669_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



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Belagavi Airport, Belagavi

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 ----- 2022 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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Ref No. AAI/BGM/CNS/ILS/2022/

दिनांक:24.03.2022
Date: 24.03.2022

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)



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

दिनांक:24.03.2022
Date: 24.03.2022

Annexure - IV: Performa for Agreement

Name of the Work: SITC of OFC network components to interconnect Nav-Aids Sites at Belagavi Airport, Belagavi
Tender Reference No: SR-36012(20)/3/2021-CNS-SR
Tender ID: 2022_AAI_100669_1

Agreement No. AAI/VOBM/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.
- Whereas, AAI is desirous of getting the work of **SITC of OFC network components to interconnect Nav-Aids Sites at 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 be 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

Owner's Signature: _____

Printed Name: _____

Designation: _____

Company Stamp: _____

1.

2.

Contractor's Name: _____

Printed Name: _____

Designation: _____

Company's Stamp: _____

1.

2.