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Government of Gujarat



सत्यमेव जयते

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Rs.
100

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Certificate Issued Date : 06-Jun-2022 05:51 PM
Account Reference : IMPACC (AC)/ gj13240111/ RAJKOT/ GJ-RA
Unique Doc. Reference : SUBIN-GJGJ1324011174754939498111U
Purchased by : RUDRAKSHA ENTERPRISE
Description of Document : Article 14 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
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First Party : AIRPORTS AUTHORITY OF INDIA
Second Party : RUDRAKSHA ENTERPRISE
Stamp Duty Paid By : RUDRAKSHA ENTERPRISE
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



RUDRAKSHA ENTERPRISE
RAJKOT

IN-GJ71730690598828U

For the
वरिष्ठ प्रबन्धक (अभि. वि)
Sr. Manager (Engg-Elec)
भा. वि. प्रा., राजकोट एयरपोर्ट
AAI, Rajkot Airport.

JD 0003515649

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RUDDRA ENTERPRISE
RAJKOT

Deekho
7/6/2022
वरिष्ठ प्रबन्धक (अभि. वि)
Sr. Manager (Engg-Elec)
भा. दि. प्रा., राजकोट एयरपोर्ट
AAI, Rajkot Airport

AGREEMENT

No: AAI/RAJ/SM(E-E)/2022-23/AGMT-03

This Agreement made on this **07th day of June Two Thousand Twenty Two** 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 **Sr. Manager (Engg-E), 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 "**Annual Operation & Maintenance Contract for E & M Installations at C. A. Rajkot. [For 1 year (Yr 2022-23)]**" (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 **22/04/2022** 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/SM(E-E)/W.O-03/22-23/145-56, Dtd. 06/06/2022** 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 "**Annual Operation & Maintenance Contract for E & M Installations at C. A. Rajkot. [For 1 year (Yr 2022-23)]**" Along with the terms and conditions contained in its award letter Number **AAI/RAJ/SM(E-E)/W.O-03/22-23/145-56, Dtd. 06/06/2022** and documents referred to therein. The award has taken effects from the date **16/06/2022** and will expire on **15.06.2023**. 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 16
3	Unconditional Acceptance Letter	17 to 17
5	Affidavit for minimum wage	18 to 18
6	Undertaking for GST compliance	19 to 19
7	Undertaking' regarding Blacklisting/ Debarment	20 to 20

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RUDRAKSHA ENTERPRISE
RAJKOT

Seetha
21/6/2022
वरिष्ठ प्रबंधक (अभि. वि)
Sr. Manager (Engg-Elec)
भा. वि. प्रा., राजकोट एयरपोर्ट
AAI, Rajkot Airport.

8	Certificate of net worth from CA	21 to 21
9	Undertaking for public procurement policy	22 to 22
10	Proforma for BG Verification	23 to 23
11	Pre-qualification Performa	24 to 26
12	General Conditions of Contract	27 to 165
	Special Conditions of Contract	166 to 190
12	Performa for appointment of Arbitrator	191 to 191
13	Performa for E-payment	192 to 192
14	Help Desk for E-Tender	193 to 193
15	Schedule of Quantities	194 to 200
16	Work Order (i/c Schedule of Quantities)	201 to 206
17	Un-Conditional Acceptance Letter	207 to 207
18	EMD	208 to 208
19	ID Proof	209 to 210

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.

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RUDRAKSHA ENTERPRISE
RAJKOT

Subh D
 27/01/2022
 वरिष्ठ प्रबंधक (अभि. वि)
 Sr. Manager (Engg-Elec)
 भा. वि. प्रा., राजकोट एयरपोर्ट
 AAI, Rajkot Airport.

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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 way of settlement and arbitration, as specified in clause 25 of the General Conditions of the Contract. The provisions of the Indian Arbitration Act 1996 shall apply and Mumbai Courts alone shall have exclusive jurisdiction over the same.

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/SM (E-E)/2022-23/AGMT-03**

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 the parties) on the day, month and year first mentioned at **RAJKOT**.

(Signature of Contractor)

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

(Signature of Owners)

**(J.S. Deshmukh)
Sr. Manager (Engg-E)
AAI, CA. Rajkot.
For and on behalf of Chairman
Airports Authority of India.**

WITNESS :-

1.

2.

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