

**AIRPORTS AUTHORITY OF INDIA
DIBRUGARH AIRPORT**

NIT No.: AAI/DIB/eNIT/ Construction of Boundary wall /22-23/ Date: 14.03.2023

Cancellation of Tender Corrigendum-1

Tender ID:- 2022_AAI_124719_1

Name of Work: - Construction of balance perimeter wall/compound wall for land acquired for runway extension at Dibrugarh Airport (Balance work).

The Contract has been rescind/determined **on 18.01.2023 vide letter no: AAI/DIB/Engg-Civil/Maint/W0-04/ConstructionofBoundary wall/22-23/2037** as per Clause 3 of the agreement due to non-performance on part of the agency.

Encl: letter no: AAI/DIB/Engg-Civil/Maint/W0 04/ConstructionofBoundarywall/22-23/2037

--Sd--

Bid Manager



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आज़ादी का
अमृत महोत्सव

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
डिब्रूगढ़ हवाई अड्डा, डिब्रूगढ़
DIBRUGARH AIRPORT, DIBRUGARH

AAI/DIB/Engg-Civil/Maint/W0-04/Construction of Boundary wall/22-23 / 2037 Date:-18.01.2023

To,
M/s Atoh Polo Trading Agency.,
Gohpur Tinali, Itanagar
District-Papum Pare
Arunachal Pradesh
Pin-791111

Advance copy
By E-mail
E-mail ID -atohpolo@gmail.com

Notice of Final Action under Clause 3 of the Agreement.

Sub:- Construction of balance perimeter wall/compound wall for land acquired for runway extension at Dibrugarh Airport (Balance work).

Contract Agreement No.: AAI/DIB/Engg-Civil/Maint/04/Construction of Boundary wall/22-23/07 dated-04.10.2022

Ref:-

1. This office letter No: AAI/DIB/Engg-Civil/Maint/W0-04/Construction of Boundary wall/22-23/1551 Dated:16.11.2022
2. This office letter No: AAI/DIB/Engg-Civil/Maint/W0-04/B Wall/22-23/1623 Dated:29.11.2022
3. This office letter No: AAI/DIB/Engg-Civil/Maint/W0-04/Construction of Boundary wall/22-23/1734 Dated-12.12.2022
4. This office letter No: AAI/DIB/Engg-Civil/Maint/W0-04/Construction of Boundary wall/22-23/1843 Date:-24/27.12.2022

Dear Sir,

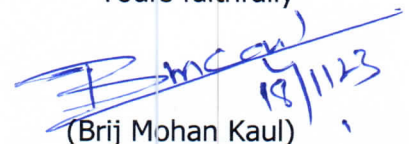
Whereas under Clause 3 of the aforesaid agreement the Engineer-In-Charge shall have powers to take action under one or more of the sub-clause 3(ii) &(iii) in the event of delay or suspension in the execution of the aforesaid work by the contractor so that in the opinion of Engineer-In-Charge (which shall be final and binding) the contractor will be unable to secure completion of the work by the stipulated date of completion , whereas you have suspended the execution of the aforesaid work and as per the opinion of the undersigned, the Engineer in Charge you will not be able to complete the work by the stipulated date of completion and, whereas you were served with due diligence notices in this regard under this office no- AAI/DIB/Engg-Civil/Maint/W0-04/Construction of Boundary wall/22-23/1551 dated-16.11.2022 & AAI/DIB/Engg-Civil/Maint/W0-04/B Wall/22-23/1623 dated-29.11.2022, and you were served with a show cause notices under clause 3 in this regard under this office no. AAI/DIB/Engg-Civil/Maint/W0-04/Construction of Boundary wall/22-23/1734 dated-12.12.2022 & AAI/DIB/Engg-Civil/Maint/W0-04/Construction of Boundary wall/22-23/1843 dated-24/27.12.2022 which has not been replied to the satisfaction of the Engineer-In-Charge

by the date specified to the show cause notice, therefore under powers delegate to me under clause -3 and sub clause 3(ii)&(iii) and other clauses, I, Brij Mohan Kaul, JGM (Engg-Civil), Engineer-In-Charge for the aforesaid work under the aforesaid agreement, for and on behalf of the Chairman AAI, hereby-

- a) Determine/ Rescind the contract as aforesaid upon which determination/ recession your earnest money deposit, security deposit already recovered and Performance Guarantee absolutely forfeited to the AAI, and
- b) Take out such part of the work out of your hand, as remains unexecuted, for giving it to another contractor to complete the work, and you shall have no claim to compensation for any loss sustained by you by reasons of your having purchased or procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of work or the performance of the contract. You are also hereby served with notice to the effect that the work executed by you will be measured up on 25.01.2023 for which you are asked to attend for joint measurement failing which the work will be measured by the department unilaterally in your absence and result of measurement will be final and will be binding on you.

This is without prejudice to AAI's right to take action under any other clauses or sub-clause of the agreement and to realize AAI dues and losses and damages whatsoever under such clause or sub-clauses.

Yours faithfully



(Brij Mohan Kaul)
JGM (Engg-Civil),
Engineer -in- Charge
For and on behalf of the Chairman, AAI