



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

No. AAI/VOBG/GAGAN/FIN 7/2021/ 82-84

Dated: 08/04/2021

To
Marshal Tours N Travels,
No.715/2, OM Plaza, 3rd Main Road,
Mahalakshmpuram Layout,
Bangalore - 560086,

Sub: Work Order for "Hiring of Vehicles for GAGAN Operations at GAGAN Complex, AAI, Bengaluru for the year 2021-22 reg.

References:

1. e- Tender ID: 2021_AAI_70998_1
2. Your CPP portal bid No. **252672**
3. AAI Letter of Intent AAI/VOBG/GAGAN/Vehicle/LOI/2021 dated 06/04/2021
4. Your acceptance of AAI Letter of Intent dated 07/04/2021

1. Award of Contract

Reference is invited to the above-mentioned correspondences and your offer (technical, commercial proposal and various subsequent technical clarifications) submitted against above referred tender. The competent Authority is pleased to accept your offer of Rs 14,37,840/- (Rupees Fourteen Lakh Thirty-Seven Thousand Eight Hundred and Forty only) plus applicable GST as per regulations, for hiring of vehicles for GAGAN operations at GAGAN complex, AAI, Kundalahalli, Bengaluru for a contract period of one year.

2. Contract period and renewal:

The contract shall be valid for an initial period of 1 (One) year to be reckoned from 19/04/2021 and further extendable by 1 (one) more year on the same rates, terms & conditions based on satisfactory performance and mutual consent.

3. Vehicles to be provided

- a) One Car TATA indigo/ Equivalent or higher - AC, Diesel driven for 12-hour duration with a run of 90Km per day for 300 days during the contract period of 1year.
- b) One TATA Sumo/Equivalent or higher - Non-AC Diesel driven for 24-hour duration with a run of 60Km per day for 365 days during the contract period of 1year.
- c) The schedule of quantity is given in **Annexure-A**.
- d) The year of first registration of vehicles provided under the contract shall not be earlier than 1st April, 2016.
- e) Log book or daily sheet format shall be approved for the recording of Kilometers covered.
- f) The starting point of duty shall be from GM(CNS)-GAGAN residence for the A/C vehicle Tata Indigo/equivalent or higher end at the same point.
- g) For Tata Sumo/ Equivalent Non AC vehicle, the starting point is GAGAN complex, Bengaluru and end at the same place.
- h) Unused kilometers can be adjusted on monthly basis for calculation of extra kilometers. Kilometers runs in excess of minimum monthly usage will be treated as extra kilometers. (For example, for 60Km per day usage for 30 days a month, Kilometers run in excess of 1800 Km will be treated as excess Kilometers run)
- i) AAI reserves the right to retain the A/C vehicle beyond 12-hour due to operational reasons with / without prior intimation.

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- j) The vehicles should be in good condition possessing valid comprehensive vehicle insurance, registration certificate, necessary road worthiness certificate, road tax permit, emission control certificate as per the norms and adherence to all the rules for commercial vehicles as per state / central Government requirements shall be complied with.
- k) Repair and maintenance of the vehicles is the responsibility of the contractor. During major repairs, spare vehicle shall be provided on priority basis to meet the operational requirements at GAGAN.
- l) AAI is not responsible for any accident, breakage, damage to vehicle due to social unrest etc.
- m) The contractor will be responsible for payment of toll charges/parking charges etc., if levied on vehicles which are used by AAI during the period of contract. However, only toll charges will be paid by AAI on the actuals on production of receipt duly certified by user at the time of monthly bill submission for payment.
- n) The contractor shall display the board / stickers stating "ON AAI DUTY" at the appropriate place of front and rear side of vehicle at contractor's cost as per the discretion of AAI.
- o) The decision with regard to acceptance / rejection of the vehicles offered by the contractor shall remain with AAI and its decision shall be final and binding upon the contractor.

4. Safety and security requirement:

- a) The contractor should ensure that all the safety and security regulations of AAI and various other agencies working in and around the airport are strictly followed by the drivers.
- b) All the mandatory regulations stipulated by RTO, Traffic police, HAL such as speed limitations etc., must be complied with.
- c) The driver employed by the contractor for operational vehicle has to undergo necessary training at HAL at his own cost for obtaining HAL AEP/ADP (Airport Entry permit/Airport driving permit).

5. Contract Agreement:

- a) The General Manager (CNS), GAGAN, Airports Authority of India, Bengaluru is the In-Charge of this work. You are requested to attend/depute your accredited representative empowered to sign the contract agreement on your behalf at the O/o General Manager (CNS), AAI, GAGAN, Bengaluru to sign and complete the agreement within 30 days from the date of issue of work order. The contract agreement shall be executed on a non-judicial KARNATAKA Stamp Paper of value Rs.100/- as per AAI format (Annexure B) and the cost of the same shall be borne by the Contractor.

6. Performance Bank Guarantee:

- a. As a contract security, the contractor shall furnish within 30 calendar days from the date of issue of work order, an unqualified performance guarantee of 3% (Three Per Cent) of the bid value i.e., Rs.43,135/- (Rupees Forty-Three Thousand One Hundred and Thirty-Five only) to AAI in the form of an irrevocable and unconditional bank guarantee, on a Nationalized / Scheduled Bank, as per Proforma attached as Annexure – C.
- b. In case, the successful bidder fails to submit the PBG within stipulated period, interest @ 12% p.a. on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission.
- c. The successful bidder shall submit performance bank guarantee within **30 days from the date of issue of work order**. In case, the successful bidder fails to submit PBG within 60 days of the issue of letter of acceptance of work order, AAI reserves the right to cancel the order.
- d. The Performance Guarantee shall be valid for **ninety days** beyond the contract period of one year or shall remain valid as per provisional extension granted by AAI. If the

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agency fails to extend the validity of the Performance Guarantee, the same shall be encashed by AAI with or without notice.

- e. The guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.
- f. The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.

7. Penalties:

Any lapses on the part of contractor such as not providing prompt, punctual, efficient, quality of service will be viewed seriously and penalty will be imposed on the service provider as per NIT- special conditions of contract.

8. Indemnity:

- a) The contractor shall indemnify AAI against claims, damages, loss or penalty caused due to any accident / incident involving vehicles deployed by him.
- b) The contractor shall indemnify AAI against any breach or violation of all laws including labour as applicable from time to time.

9. Rules and Regulations:

You are requested to comply with the provisions of contract labor (Regulation & Abolition) Act of 1970 and contract labor (Regulation & Abolition) Central Rules, 1971 & Minimum Wages Act and Rules thereof Central/ State Governments.

10. Terms & conditions:

All terms & conditions of Tender document for this work shall form part of the agreement (Annexure-B) along with this award letter.

11. Payment terms and conditions:

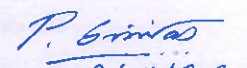
- a) On Satisfactory completion of every month service, the bill (Invoice) as per the rate quoted shall be submitted along with Trip sheet signed by the User department is to be forwarded to General Manager (CNS)-GAGAN, Bengaluru for processing the bill for payment. AAI shall make electronic payment through RTGS.
- b) It is required to generate e-invoice or an undertaking towards inapplicability of e-invoice shall be submitted as per applicable rules.
- c) Any further correspondence in connection with the contract should normally be addressed to the General Manager (CNS)-GAGAN, AAI, GAGAN complex, Kundalahalli, Bengaluru 560037.

The receipt in acceptance of this order may be acknowledged by signing at each page on a copy of this work order and the scanned copy may be sent to gmcnsgnssban@aai.aero.

Please mention your GST No. and AAI GST No. (as mentioned below) along with HSN/ code in the tax invoice.

Billing Address:

GM (CNS)-GAGAN, Airports Authority of India, GAGAN Complex, ITPL Road, Kundalahalli, Bengaluru-37
GSTIN: 29AAACA6412D2Z3


08/04/2021
(Peddi Srinivas)
JGM (CNS)
For GM (CNS)-GAGAN

Copy to: 1) HOD(F&A), AAI, Bangalore
2) JGM (vigilance), SR, Chennai – by mail

SCHEDULE OF QUANTITIES

SNo.	Item Description	Qty	Total Amount without GST in Rs.
1.	Tata Indigo or Equivalent A/C vehicle – 01 no.: Providing Diesel driven Tata Indigo or equivalent A/C vehicle on hire basis for one year including provision of driver and all expenses e.g., maintenance charges, Insurance, Driver bata etc, on 5 days a week. As per requirement of GAGAN, GM(CNS) Usage 12 Hrs 90Kms per day.	300 Days	Rs. 524100.00 @Rs. 1747/day
2.	Extra Kilometers run beyond limit applicable for vehicle at SNo.1: Kilometers runs in excess of minimum monthly usage will be treated as extra kilometers. For example, for 90Km per day usage for 25 days a month, kilometers run in excess of 2250 Km will be treated as excess Kilometers run.	500 Km	Rs. 3885.00 @Rs. 7.77 /km
3.	Extra Hours beyond the limit applicable for vehicle at SNo.1: Applicable for SNo.1 above. Rate for each extra hour beyond the limit of 12 Hrs per day. For the purpose of calculation of extra hours, time run below 30 min will be ignored and beyond 30 min will be treated as 1 Hr.	50 Hrs	Rs. 4850.00 @Rs. 97 /Hr
4.	Tata SUMO or Equivalent Non-A/C vehicle -01 no.: Providing Diesel driven Tata SUMO or equivalent non-A/C vehicle on hire basis for one year including provision of driver and all expenses e.g., maintenance charges, Insurance, Driver bata etc., on 7 days a week. For the operational duties at INRES, HAL Airport, KIA and GAGAN Complex, Kundalahalli, Bengaluru Usage 24 Hrs, 60Kms per day.	365 Days	Rs. 904105.00 @Rs. 2477/day
5.	Extra Kilometers run beyond Limit applicable for vehicle at SNo.4 (above): Kilometers runs in excess of minimum monthly usage will be treated as extra kilometers. For example, for 60Km per day usage for 30 days a month, Kilometers run in excess of 1800 Km will be treated as excess Kilometers run.	100 Km	Rs. 900.00 @Rs. 9 /km
	Grand Total Amount per year		Rs. 14,37,840.00

P. Gopinath
08/04/2021

ANNEXURE-B

(To be executed on Rs. 100/--Non judicial stamp paper)

AGREEMENT

For Hiring of vehicles for operational use at GAGAN Complex, Bangalore-560037

Between

Airports Authority of India, Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi-110003, (India)

And

M/s Marshal Tours N Travels, No.715/2, OM Plaza, 3rd Main Road, Mahalakshmiipuram Layout, Bengaluru – 560086.

THIS AGREEMENT, entered into this ---- day of -----Month ----- Year) by and between M/s Marshal Tours N Travels Having its office at No.715/2, OM Plaza, 3rd Main Road, Mahalakshmiipuram Layout, Bengaluru – 560086 (hereinafter called the " Contractor ") and Airports Authority of India having its office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi-110003, India (hereinafter called the "AAI"), the expressions "Contractor" and "AAI" shall mean their successors, legal representatives or assigns, for Hiring of vehicles for GAGAN operations at GAGAN Complex, Kundalahalli, Bengaluru-560037.

WITNESSETH

WHEREAS, AAI invited offers for Hiring of vehicles for GAGAN Operations at GAGAN Complex, Kundalahalli, Bengaluru-37.

WHEREAS, the Contractor has offered for Hiring of vehicles for GAGAN Operations at GAGAN Complex, Bengaluru-37 in accordance with their CPP Portal e-tender bid No. 252672 and AAI has accepted the offer.

NOW, therefore, in consideration and mutual covenants contained herein, the Contractor and the AAI (hereinafter referred to as the "parties") agree that the following document shall be part of this agreement: -

1. AAI Tender documents for Hiring of Vehicles for GAGAN Operations at GAGAN Complex, Kundalahalli, Bengaluru-37.
2. e- Tender ID: 2021_AAI_70998_1
3. Your CPP portal bid No. **252672**
4. Unconditional acceptance of AAI NIT conditions as given by the contractor.
5. AAI work order for Hiring of vehicles for GAGAN Operations at GAGAN Complex, Bengaluru, dated 08/04/2021.

For and on behalf of Contractor:

For and on behalf of Chairman, AAI:

Signature

Signature

Name:

Name :

Designation:

Designation:

Date:

Date:

Witness on behalf of Contractor:

Witness on behalf of AAI:

Signature

Signature:

Name of the Executive:

Name:

Designation:

Designation:

Date :

Date:

P. Srinivas
08/04/2021

PROFORMA FOR PERFORMANCE BANK GUARANTEE

1. In consideration of the Chairman, Airports Authority of India [hereinafter called "AAI"] having offered to accept the terms and conditions of the proposed agreement between..... and (here-in-after called the said Contractor(s)) for the works (here-in-after called "the said agreement") vide Order no. Dated, having agreed to production of irrevocable Bank Guarantee for Rs..... (Rupees..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
2. We(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).
3. We, the said bank further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment. We..... (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Project-in-charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

P. Srinivas
08/04/2020

5. We..... (indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect so relieving us. This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).
6. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
7. This guarantee shall be valid up to..... Unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.(Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharge.

Dated the..... (Day) of (Month), (Year)

For..... (indicate the name of bank).

P. Srinivas
08/04/2021

(To be given on company letter head)

Annexure - D

E-Payment details

1	Name of the Company:	
2	STREET (ADDRESS)	
3	House Number	
4	Postal Code	
5	City	
6	Telephone No	
7	Fax no	
8	Mobile No	
9	Email	
10	PAN Number	
11	GST Number	
12	Bank A/c Number	
13	A/c holder name	
14	Name of Bank	
15	House number and Street	
16	City	
17	SWIFT Code /IFSC code	
18	Method of Payment	
19	RTGS/NEFT details	
20	Duly cancelled Bank A/C cheque	

(Authorized Signatory)

Note: Any erroneous information may lead to harmful transaction for which either AAI or the Bank will not be liable / responsible.

P. Srinivas
08/04/2021