



BY SPEED POST / EMAIL



भारतीय विमानपत्तन प्राधिकरण

AIRPORTS AUTHORITY OF INDIA

AAM/E & M/734/HIRE CISF/28F/214

SEPTEMBER 30, 2021

To

M/s EM-Rasja Travels
No.9/1, 1st Street
Agathiar Nagar Extension
Villivakkam
Chennai - 600 049

Dear Sirs/Madam,

SUB: Hiring of Vehicles on Round-the-Clock Basis for CISF at Chennai Airport.

Further to our Award Letter / Work Order No.AAM/E&M/734/HIRE CISF/28F/164, dated 03.08.2021 and your email dated 08.09.2021, the vehicles shall be deployed w.e.f. 01.10.2021.

Accordingly, the period of contract for the subject work shall be reckoned **from 01.10.2021 to 30.09.2023.**

All other terms & conditions of the NIT remain same.

Thanking you,

Yours faithfully,

(MAHESH KUMAR GUPTA)

Assistant Manager (Tech)
for Assistant General Manager (Tech)

फैक्स : 044 - 2256 0008 इ पी ए बी एक्स : 2256 0551, चेन्नई हवाईअड्डा, चेन्नई - 600 016.

Fax : 044 - 2256 0008 EPABX : 2256 0551, Chennai Airport, Chennai - 600 016.



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भारतीय विमानपत्तन प्राधिकरण

AIRPORTS AUTHORITY OF INDIA

AAM/E & M/734/HIRE CISF/28F/164

AUGUST 03, 2021

To

M/s EM-Rasja Travels
No.9/1, 1st Street
Agathiar Nagar Extension
Villivakkam
Chennai - 600 049

Award Letter/Work Order

Dear Sir/Madam,

SUB: Hiring of Vehicles on Round-the-Clock Basis for CISF at Chennai Airport.

REF: 1. NIT No. AAI_CHN_TECH_2021_06.

2. Tender ID No. 2021_AAI_77176_1

3. Your Technical & Financial Bid submitted thru' CPP portal.

With reference to the above, the Competent Authority is pleased to award the subject work, on the rates quoted by you for various category of vehicles, as mentioned below:-

(Amount in Rupees)

Sl. No.	Description	Qty.	Basic Monthly Rate	Amount Per month
1.	Category-I Basic Rate for Hiring of TATA Indica (Non-A/c) or equivalent vehicle, @ 1600 KMs run per month. Deployment:- 0000 hrs. to 2400 hrs. (Round - the - clock) on all days including Saturdays, Sundays & closed holidays.	01 No.	80,505/-	80,505/-
1.1	Rate per extra KM for run beyond 1600 KMS per month.		9/-	
2.	Category-II Basic Rate for Hiring of Mahindra Bolero (Non-A/c) or equivalent vehicle, @ 2200 KMs run per month. Deployment:- 0000 hrs. to 2400 hrs. (Round - the - clock) on all days including Saturdays, Sundays & closed holidays.	04 Nos.	1,09,665/-	4,38,660/-
2.2	Rate per extra KM for run beyond 2200 KMS per month.		9/-	
	Sub-Total 'A'			5,19,165/-

(Contd..2)

फैक्स : 044 - 2256 0008 इ पी ए बी एक्स : 2256 0551, चेन्नई हवाईअड्डा, चेन्नई - 600 016.

Fax : 044 - 2256 0008 EPABX : 2256 0551, Chennai Airport, Chennai - 600 016.

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**CONTINUATION SHEET.....**

- 2 -

Sl. No.	Description	Qty.	Basic Monthly Rate	Amount Per month	Remarks
3.	<u>Category-III</u> Basic Rate for Hiring of Mahindra Bolero (Non-A/c) or equivalent vehicle, @ 6450 KMs run per vehicle / per month. Deployment:- 0000 hrs. to 2400 hrs. (Round - the - clock) on all days including Saturdays, Sundays & closed holidays.	01 No.	1,30,230/-	1,30,230/-	Vehicle shall be deployed w.e.f. 01.02.2022
3.1	Rate per extra KM for run beyond 6450 KMS per month.		9/-		
	Sub Total 'B'			1,30,230/-	
	Total A + B			6,49,395/-	
Note:- 1. GST as applicable will be paid extra. 2. In the event of 'equivalent vehicle' being provided in place of Tata Indica or Mahindra Bolero indicated above, the Contractor shall communicate the same to AAI with details of type of equivalent vehicle for approval, before deployment. The decision of AAI shall be final and binding upon the Contractor.					

The Scope of Work shall be as per Section-VI/Special Conditions of Contract. All Terms & Conditions of the NIT under reference shall form part of this Award Letter/Work Order and mentionable part thereof are given below:-

Period of Contract

The contract shall be valid for an initial period of 2 (two) years and further extendable by 1 (one) more year on the same rates and terms & conditions, subject to satisfactory performance of the Contractor.

Subletting of Contract

The work shall not be sublet / assigned directly or indirectly to any other agencies without prior written consent of the competent authority of the AAI.

Mobilization Period

The Contractor shall provide the vehicle within a mobilization period of 30 (Thirty) days from the date of issue of Award Letter/Work Order. However, extension of above can be considered, at the sole discretion of the AAI on merit of the case.

Security Deposit (SD)

(i) The Contractor, whose tender is accepted, will be required to furnish a Security Deposit for the due fulfillment of this contract, which will amount to a sum equal to @ 3% of annual contract Value Quoted Monthly Charges x 12, i.e. **Rs.2,33,782/- within 30 calendar days from the date of issue of Award Letter.**

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(ii) The Security Deposit shall be furnished in the form of Demand Draft drawn in favour of 'Airports Authority of India', payable at Chennai from a Nationalized / Scheduled Bank (but not from Co-operative or Gramin Bank) after adjusting the EMD (if applicable). Alternatively, the Contractor can submit a Bank Guarantee as per AAI's prescribed format **(Annexure-A)** for the entire amount of Security Deposit and in such case the EMD (if applicable) will be refunded. The Bank guarantee shall be submitted within 30 calendar days from the date of issue of Award Letter / Work Order and it will be valid till 90 days after the end of the expiry of the contract.

(iii) In case the Contractor fails to submit the Bank Guarantee within stipulated period, **interest at 12% p.a. on Bank Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from the first bill payable to the Contractor.**

(iv) In case, the Contractor fails to submit bank guarantee within 60 days from the date of issue of Award Letter/Work Order AAI reserve the right to forfeit EMD (if applicable) and cancel the order, besides suspending the Contractor for one year, who shall not be eligible to bid for AAI tenders from date of issue of suspension order. However, AAI may accept the BG with delay by levying payable interest in case of justified reasons.

(v) Notwithstanding the above, 10% of the basic amount of each Running Bill plus levying interest at 12% p.a. on BG amount for delayed period of submission (non-refundable) would be withheld till the total amount is recovered against Security Deposit. As and when the agency submits the Security Deposit, the withheld amount would be released but the interest shall not be refundable to the Contractor

(vi) After termination / expiry of the contract, the security deposit held by the AAI will be released to the Contractor within a period of **three months** (90 days) subject to realization of dues, if any to be made from the Contractor. No interest or any other expense whatsoever on Security Deposit is payable by AAI.

(vii) AAI shall have unqualified option to forfeit the Security Deposit if the Contractor failed to carry out the services as per the terms and condition of the contract without prejudice to other rights and remedies available to AAI. Any sum of outstanding dues against the Contractor including any amount on acceptance and liquidated damages shall be recovered from the Security Deposit AAI shall also have the rights to forfeit or appropriate towards the damages or losses that may be sustained by AAI due to any act / commission or defaults by the Contractor.

Inspection and Placement of Vehicle

(i) The Contractor shall produce the vehicles at the designated place and date & time as notified, for inspection within the stipulated period before commencement of contract, at his own cost.

(ii) The copies along with originals of R.C. Book, Certificate of comprehensive Insurance, Fitness, Permit, PUC certificate, Road tax Token and any other related documents, as required for operating vehicles on public road as per Motor Vehicle Act 1988, should be produced for inspection.

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(iii) The Contractor shall display the board / sticker stating "ON AAI DUTY" at the appropriate place of front and rear side of vehicle at Contractor's cost.

(iv) 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.

Condition of Vehicle

(i) The vehicles should be fit in all respect for operation in accordance with Motor Vehicles Act, Rules and existing laws as applicable from time to time and must be equipped with valid documents, i.e., Registration Book, Insurance Certificate, PUC Certificate, Fitness Certificate, Permit and with taxes, fees paid up to date during the period of contract.

(ii) The vehicle as required should be in perfect working condition, duly registered and insured comprehensively, having requisite permit and taxes paid up to date. Taxes must comply with Central / State Government and Pollution Act.

(iii) The interior of the vehicle must have appropriate additional fittings to provide good comfort and appearance like foot matting, high quality upholstery to provide comfort.

(iv) The vehicles suspension system shall be maintained in excellent conditions to provide good riding comfort.

(v) The vehicle should be noise free. Any rattling sound of loose components, windows, shutters, spare wheel, fan belt, loosely kept tool box, etc., should be completely done away with.

(vi) Battery, tyres, brakes, head-light beam adjustment, indicator and other lights, starter, wiper, window shutter should be in good and smooth working condition, Retreaded tyres will not be accepted.

(vii) The Contractor shall take prior permission of AAI for substitution of vehicle provided for duty in case of Break down / maintenance.

(viii) The Contractor shall ensure that the vehicle is filled with sufficient fuel for performing assigned duties and it is in a good running condition before it reports for duty of AAI. Refueling of vehicle shall be carried out prior to reporting for duty. Necessary fund should be available with the driver to pay any parking charges, toll tax, charges for minor nature of repair works etc.

(ix) It shall be the responsibility of Contractor to adhere to the timings as specified from time to time for deployment of vehicles.

Running & Maintenance of Vehicle

(i) The vehicle will have to be kept in good operating condition at all the times. Procurement of fuel, lubricants, spare etc. will have to be arranged by the Contractor at his own cost. All repair maintenance, checkup etc. will have to be arranged by Contractor.

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(ii) The Contractor shall ensure that the drivers of the vehicles abide the speed limits notified by the AAI and RTO on airfield as well as public roads and exercise all the caution while driving the vehicles.

(iii) In case of major break down or withdrawal of the vehicle for service, the Contractor for such reason shall immediately replace the same on temporary basis till the said vehicle is made in order. If in the opinion of AAI, the vehicle so replaced is found unsatisfactory, this shall be replaced by another vehicle acceptable to AAI. Acceptance shall be at the sole discretion of AAI depending on merit of the case.

Deployment of Drivers

(i) A minimum of 3 (Three) drivers are to be deployed for each vehicle. Drivers for weekly Off/Leave reserve to be maintained, so as to ensure uninterrupted deployment of vehicles.

(ii) The Contractor shall provide sufficient number of Drivers holding valid Driving License, AEP, ADP, Police Verification Certificate etc. and to cater for Leave, Absenteeism, Resignation from Service etc. for smooth operation.

(iii) The driver and vehicle to be provided for the purpose, shall be deployed on a dedicated basis and shall not be changed every now and then.

(iv) All the drivers must have valid driving license and shall obey all traffic rules and safety precautions. The vehicle driver should keep the relevant valid documents such as Driving License, Road Tax, Registration Certificate, Insurance Policy, Emission Certificate, Permit etc. with the vehicle and produce as and when required by AAI or any other inspecting authority.

(v) The driver of vehicle assigned for duty shall always wear neat and clean uniform. He shall not wear casual dress during the duty hours.

(vi) The driver must have a mobile phone available with him for smooth coordination and service execution and the same should be always in working condition and no separate charges shall be paid by the AAI for the same.

(vii) The vehicle and driver shall report in time at the designated place and time on regular basis and the drivers shall not be reluctant to or deny to go to any place within the scope of work. No mileage will be allowed for breakfast / lunch / tea of the driver.

(viii) The driver should be well behaved and punctual while on duty. They should never be in an intoxicated state or smoking. The Contractor shall be required to change / replace the drivers immediately in case not found suitable by AAI.

(ix) The driver should extend all normal courtesy such as greeting, opening / closing of door etc. towards the user and should present themselves for duty in a good appearance.

(x) In case of driver is not proficient enough to the requirement of duties and/or misbehaving with the user and/or acting against the interest of AAI and/or non-punctual / irregular and/or not up to the expectation, AAI may require change of driver which will be communicated in writing. In such cases, the Contractor shall replace the drivers immediately upon receipt of such communication, failing which necessary action deems to be fit, will be taken as per the provisions of contract and the decision of Airport Director will be final and binding on the Contractor.

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Signature



(xi) The engagement and employment of drivers and payment of wages as per the existing provisions of various laws and regulations is the sole responsibility of the Contractor and any breach of such lapse or regulation shall be deemed to be breach of the contract. AAI may ask the Contractor to produce documents to verify that the Contractor complies with the provision / laws.

(xii) The Contractor shall assign the job of driving of hired vehicle only to qualified, experienced and licensed drivers and also assume full responsibility for the safety and security of officers / officials as well as essential stores items while running the vehicle by ensuring safe driving. AAI shall have no direct or indirect liability arising out of such neglect, rash or impetuous driving which is an offense under relevant section of IPC, any loss caused to AAI have to be compensated by the Contractor.

Wages

(i) Minimum Wages shall be paid as per the Minimum Wages Act, 1948 by the Contractor as stipulated by the Central Govt. (i.e. Ministry of Labour & Employment, Government of India), during the relevant period of contract.

(ii) The manpower (driver) shall be categorised under **"CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS...."** as notified by the Ministry of Labour & Employment, Govt. of India, under **"Skilled"** category.

Log Books

(i) Log Books / Trip Sheets shall be provided and maintained by the Contractor at his own cost for recording of kms. covered by vehicles, for verification.

(ii) In case of failure of milometer, the actual distance traveled shall be assessed by AAI, whose decision in this regard shall be final and binding. The period for which the milometer was found defective, shall be recorded in the remark column of Log Book and duly authenticated by the AAI. The Contractor shall repair / replace such defective milometer within 2 (two) days.

(iii) It shall be the duty of Contractor / his driver to ensure that the Log Book is properly filled in and signed by the user or his Authorized Representative and mentioning clearly the name and designation of the user. Any tampering of Log Book details by the Contractor / his driver shall result in non-payment for that vehicle for the particular day / hours, in addition to penalty to be imposed for the same.

Escalation / De-Escalation of Rates

No escalation / de-escalation in Fuel Rate shall be allowed during the 1st year of the contract, which shall be as under:-

Vehicle Category	1 st year of contract
Category I & II	Shall commence from the actual date of deployment of vehicles.
Category III	Shall commence from 01.02.2022 or actual date of deployment, as the case may be.

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However, the same shall be applicable from the 2nd year onwards, on account of statutory variation (increase / decrease) in the Rate of fuel effected by the Government.

A corresponding escalation / de-escalation in the Rate of Fuel shall be paid / recovered against each vehicle for the actual KMs run (from 2nd year onwards), based on the following pre-defined formula;

Escalation / de-escalation per KM = $(R2 - R1) / K$ - Where;

R1	Rate of fuel (in Rs. per litre) as on the date of opening of Technical Bid i.e. 24.05.2021 is --- Diesel : Rs.89.00 & Petrol : Rs.94.99.
R2	Revised Rate of fuel (in Rs. per litre)
K	The Average KMPL (KM run per litre of fuel) considered for the purpose of this contract is 12 KMs per litre for Tata Indica (Non-A/c) or equivalent vehicle and 10 KMs per litre for Mahindra Bolero (Non-A/c) or equivalent vehicle.

R1 & R2 being the rates, as declared by the concerned Regulatory Authority, which is applicable for Chennai city.

The difference payable or recoverable on account of increase / decrease of fuel rate shall be allowed only for **total actual Kms** run by the vehicles.

Above escalation / de-escalation shall be considered only for the period for which the rates are changed.

Recovery of Fuel Cost towards Unused KMs

(i) **Unused KMs**, within each category of vehicle, during a particular month, shall be adjusted against **Extra KMs** and the balance KMs if any, shall only be subjected to recovery of fuel cost.

(ii) In case, none of the vehicle has any extra KMs to adjust against the unused KMs, then fuel cost for such unused KMs shall be deducted from the hiring bill.

(iii) For the above recovery of diesel cost, the average price of fuel prevailed during that month will be taken for calculation. The average fuel consumption of Tata Indica (Non-A/c) or equivalent vehicle & Mahindra Bolero (Non-A/c) or equivalent vehicle will be reckoned @ **12 KMs per Litre & 10 KMs per Litre** respectively.

Note:-

Unused KMs (i.e. KMs run less than Monthly Fixed KMs)	Difference between Monthly Fixed KMs as per tender and Actual Monthly Run KMs.
Extra KMs	KMs. run in excess of Monthly Fixed KMs as per the tender.

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**Workman's Insurance**

Without prejudice to the Contractors liabilities and indemnity clause and associated clauses of the SCC, the Contractor shall at his own cost and initiative at all times up to the successful completion of the contract to take out and maintain insurance cover from Nationalized / IRDA approved Insurance Company under the workman's compensation Act and any other industrial legislation from time to time applicable in the State of Tamil Nadu and /or at AAI providing for payment of compensation to workman in the event of death, injury or accident to workmen in the course of or in connection with employment such policy (i.e.) in respect of workmen compensation insurance to be of value of not less than Rupees One lakh per person, it being understood that such limit is specified only for the purpose of insurance, and shall not otherwise in any manner limit the Contractor liability and associated clauses there under of the SCC.

Contractors Obligations & Liabilities

(i) The Contractor shall on award of the contract, furnish the list containing names and addresses along with police verification report of each Driver, so as to enable the AAI to check the character and antecedents and to arrange temporary permits to operate the vehicle within the restricted area(s). The Contractor shall get AAI's approval for the Drivers to be engaged.

(ii) On receipt of Award Letter / Work Order for providing vehicle, if required, the Contractor shall apply and obtain the following Certificate / Pass / Permit which are essentially required from the concerned Regulatory Authorities for providing services inside the operational area of Airport:-

Sl. No.	Name of Certificate / Pass / Permit	Issuing Authority	Required for	Purpose
1.	Security Clearance Certificate	BCAS	Firm / Company	For rendering services in the operational area of Airport.
2.	Character & Antecedent Verification Certificate	State Police Dept.	Driver	For obtaining Airport Entry Pass.
3.	Airport Entry Pass	AAI / BCAS	Driver	For entry into Airport premises.
4.	Airside Driving Permit	AAI / DGCA	Driver	For driving vehicle in the operational area.
5.	Vehicle Entry Pass	AAI	Vehicle	For entry of vehicle in to the operational area.

Note:- The cost involved in obtaining the above Certificate / Pass / Permit etc. shall be borne by Contractor. It shall be the responsibility of Contractor to renew the same from time to time during the contract period (including extended period, if any) for providing smooth and efficient services to AAI.

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(iii) **Compliance of BCAS Instructions**

The Contractor shall comply with the following BCAS instruction:-

a.	The Temporary Aerodrome Entry Permit (TAEP) initially for a period of 30 days will be issued by Airport Director, Airport Authority of India (AAI)/ respective Airport Operators, with whom the entity entered into written agreement, following the due procedures, to commence business inside the Airport.
b.	Immediately thereafter, formalities to comply with the instructions of BCAS i.e. obtaining Provisional Security Clearance / Security Clearance through E'sahaj Portal and submission of Security Programme, are to be strictly adhered to. Necessary assistance / guidelines, if required may be obtained from the Airport Operator / BCAS in this regard. The above are mandatory requirements for continuing business in the Airport premises.
c.	The entities who have already obtained Security Clearance for their operations in other region(s), should intimate RO, BCAS, Chennai accordingly duly enclosing 1) Intimation Letter regarding establishing their business in Chennai Airport 2) Security Clearance issued by BCAS, HQ 3) Provisional Security Clearance(s) issued by the RO, BCAS, of other region(s) 4) Written Contract Agreement by the Airport Director, Chennai 5) Authorised Signatory for Chennai Airport and 6) Security Programme for Chennai Airport.
d.	Failure to comply with any of the above instructions will entail suspension or withdrawal of TAEP/AEP issued.
e.	The above points are not exhaustive and the updation / addition / omission if any will be appraised from time to time.

(iv) On commencement of the contract, the Contractor shall continue to have valid PF and ESI Code No. till conclusion of the contract. The PF account No & ESI No of the workers deployed by the Contractor for this contract shall be submitted within one month from the date of award of the contract.

(v) The Contractor shall submit a list of his Drivers who will be deployed, along with their Bank Account No. / e-payment details for disbursement of salary by the Contractor and any other relevant details as per requirement of this contract.

(vi) The Contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month through Bank Account. The Contractor shall be directly responsible and indemnify the Authority against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him for the Contract.

(vii) At the time of submission of monthly Invoice/Bill, the Contractor has to produce the photocopy (self-attested) of the Challan of the EPF & ESI paid to the concerned Regulatory Bodies, proof of Minimum Wages paid to their Drivers through Cheque or e-payment (i.e. Bank Statement, Bank Passbook etc.). No payment shall be made to the firm without submission of these documents for verification.

(viii) The Contractor shall on award of the contract, submit Minimum Wages Affidavit executed on a non-judicial stamp paper of Rs.100/- and attested by Notary Public, as per **Annexure-C**.

(ix) The Contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation & Abolition) Act, 1970 the Inter-State Migrant workmen (Regulation of employment & conditions of Service) Act, 1979, the Minimum Wages Act, 1948, the Child Labour (Prohibition and Regulation) Act 1986, the Payment of Wages Act, 1936 the Workmen's Compensation Act, 1923, Employees Liability Act 1938 and other relevant Act, Rules and Regulations, instructions etc. issued / enforced from time to time.

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(x) The Contractor shall be responsible to maintain required documents / records for the operation of Vehicle in all respects. In addition, the Contractor shall also be responsible to maintain all statutory documents in respect of deployed drivers, as per prevailing Govt. Rules & Regulations.

(xi) Contractor shall be responsible for compliance with all obligations and restrictions imposed under the Motor Vehicle Act and rules made thereunder as applicable on date.

(xii) The Contractor shall defend, indemnify and hold harmless from any liability of penalty which may be imposed by the central, state or local authorities by reason of any violation by the Contractor or such laws, regulation or requirements and also from all claims, suits or proceedings that may be brought against the AAI arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of Contractor, by third parties or by central, authority or any political subdivision thereof.

(xiii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

Contract Agreement

(i) The NIT, General Conditions of Contract (G.C.C), Special Condition of contract (S.C.C) as specified above and Award Letter/Work order placed on successful Bidder or any other relevant letter, shall form the part of the agreement to be made with the AAI.

(ii) The contract agreement shall be executed on a non-judicial Tamil Nadu Stamp Paper of value Rs.100/- as per the attached format (**Annexure-B**) within one month from the date of award of work and cost of the same shall be borne by the Contractor.

EMS Undertaking

EMS Undertaking shall be submitted as per the attached format (**Annexure-D**).

You are requested to submit the documents indicated above along with a copy of **Workman's Insurance Policy** to this office at the earliest.

Please acknowledge the receipt of this Award Letter/Work Order and return a copy thereof duly signed, dated and stamped as a token of having accepted the same.

Thanking you,

Yours faithfully,


(MAHESH KUMAR GUPTA)
Assistant Manager (Tech)
for Assistant General Manager (Tech)

Encl.: as above.

ANNEXURE-A

Form of Bank Guarantee in lieu of Security Deposit in Individual Contract

(On Non-Judicial Stamp Paper of an appropriate value)

To
The Airport Director
Airports Authority India
Chennai Airport
Chennai-600 016

1. In consideration of the Airports Authority of India having its Head Office at New Delhi (hereinafter called the "AAI" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No. _____ dated _____ made between M/s _____ and AAI in connection with the work of _____ (hereinafter called "the said contract"), to accept Deed of Guarantee as herein provided for Rs. _____ (Rupees _____ only) in lieu of the Security Deposit to be made by the Contractor or in lieu of the deduction to be made from the Contractor's bills, for the due fulfilment by the said Contractor of the term and conditions contained in the said Contract. We, the _____ bank (hereinafter referred to as "the said Bank") and having our Registered Office at _____ do hereby undertake and agree to indemnify and keep indemnify AAI from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by AAI on demand and without demur to the extent aforesaid.

2. We, the _____ Bank, further agree that AAI shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extend of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI on account thereof and the decision of AAI that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI from time to time shall be final and binding on us.

3. We, the said 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 Contract and till all the dues of AAI under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however that AAI shall have no claim under this Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability period as provided in the said Contract, i.e. _____ (date) or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period.

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4. AAI shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or securities available to AAI and the said Bank shall not be released from its liability under these presents by any exercise by AAI of any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of AAI or any indulgence by AAI to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for AAI to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which AAI may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.

6. We, the said Bank, lastly undertake not to revoke this Guarantee during its validity period stated above except with the previous consent of AAI in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

In presence of: Dated this _____ Day of _____

WITNESS

1. For and on behalf of (The Bank)

Signature_____

2. Name & Designation_____

Authorisation No._____

Name & Place_____

Bank's Seal_____

The above Guarantee is accepted by Airports Authority of India.

For and on behalf of Airports Authority of India.

Signature_____

Name_____

Designation_____

Dated_____

ANNEXURE-B

(To be executed on Rs.100/- Tamil Nadu Non-judicial Stamp Paper)

A G R E E M E N T

This Agreement made this day between the "**Airports Authority of India**", a Statutory Corporation set under an Act of Parliament and having its Registered Head Office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi 110 003 and Department of Technical (MT Section) at Chennai Airport, Chennai - 600 016 represented by its Assistant General Manager (Tech), AAI, Chennai Airport herein after referred as "**Authority**" which term shall mean and include the successors in law of one part and "**M/s EM-Rasja Travels, No.9/1, 1st Street, Agathiar Nagar Extension, Villivakkam, Chennai - 600 049**" hereinafter called the "**Contractor**" which term shall mean and include their legal representatives and successors in law on the other part.

Whereas the contractor have submitted the tender for carrying out the work of "**Hiring of Vehicles on Round-the-Clock Basis for CISF at Chennai Airport**" and the same has been accepted by the Authority on the terms and conditions contained in Award Letter / Work Order No.AAM/E&M/734/HIRE CISF/28F/164, dated 03.08.2021.

And whereas and M/s EM-Rasja Travels, No.9/1, 1st Street, Agathiar Nagar Extension, Villivakkam, Chennai - 600 049 have submitted their tender for Tender ID No.2021_AAI_77176_1 through www.etenders.gov.in portal and AAI has accepted their aforesaid proposal and awarded the work to M/s EM-Rasja Travels Service as per terms and conditions contained in Award Letter / Work Order No.AAM/E&M/734/HIRE CISF/ 28F/164, dated 03.08.2021 and documents referred to therein which have been accepted by M/s EM-Rasja Travels resulting into a '**CONTRACT**'.

NOW, THIS DEED WITNESSES AS UNDER:-

That the terms and conditions in the Award Letter/Work Order No.AAM/E&M/734/HIRE CISF/28F/164, dated 03.08.2021 shall form part of the agreement.

Following documents shall also form part of this agreement -

1. Authority's NIT No.AAI_CHN_TECH_2021_06
(Tender ID No.2021_AAI_77176_1).
2. Contractor's Technical & Financial Bids submitted through CPP portal.

In witness whereof parties have this day affixed their signatures.

Contractor

Authority

WITNESSED BY ME

1.

2.

ANNEXURE-C

**(To be executed on a non-judicial Tamil Nadu stamp paper of Rs.100/- and
attested by Notary Public and submitted by
Successful Bidder after award of work)**

MINIMUM WAGES AFFIDAVIT

We, having our Registered Office at
....., hereinafter referred to as 'contractor' which expression shall include its
successors in interest and permitted assigns, do hereby solemnly affirm and declare as
under:-

1. That we are the contractor for executing the work
..... at Chennai Airport.
2. That we are aware that in accordance with the Minimum Wages Act, 1948,
payment of minimum wages to labourers is mandatory.
3. That we are also aware that deduction of provident fund amount at the
prescribed rate and its timely deposit to the P.F. account is a legal obligation under the
EPF & MP Act-1952 & Contract Labour (Regulation and Abolition) Act, 1970.
4. That we are fully observing the aforesaid legal obligations and undertake to
strictly adhere to the same during the currency of the contract.
5. That we understand that in case of any failure in complying with the undertaking
mentioned in the preceding paragraph, we are liable to pay the penalty that the
Government may impose or any other action that may be taken having regard to the
circumstances of the case.
6. That the contents of the foregoing paragraphs of this Affidavit are true to our
knowledge and belief.

Executed at (Name of place) on this
.....(date/month/year).

Signature of authorized signatory

Name :
Designation :
Office Stamp :

Witness:-

(Signature with Name & Address)

1.

2.

ANNEXURE-D

**(To be furnished on Company's Letter Head and submitted
by Successful Bidder after award of work)**

**UNDERTAKING BY THE AIRLINES, GOODS/SERVICES PROVIDERS AND
CONTRACTORS OF CHENNAI AIRPORT**

Tender ID No.	2021_AAI_77176_1
Name of Work	Hiring of Vehicles on Round-the-Clock Basis for CISF at Chennai Airport.
Name of Contractor	M/s EM-Rasja Travels
Award Letter/Work Order No. & Date	AAM/E&M/734/HIRE CISF/28F/164, dated 01.08.2021

1. Airports Authority of India, Chennai Airport has established an Integrated Management System (IMS) under ISO 9001:2015 (Quality Management System), ISO 14001:2015 (Environment Management System) & OHSAS 18001:2007 (Occupational Health and Safety Assessment) International Standards to provide Quality and Environment friendly services of International Standards.

2. We, the Airlines, Goods/Services providers and Contractors of Chennai Airport appreciate and respect the commitment & initiatives taken by the management of AAI, Chennai airport to protect and preserve the environment at Airport.

3. We hereby abide by the conditions stipulated herein with respect to our activities in the airport and not to pollute the environment of the airport in any manner & cooperate with the Airports Authority of India, Chennai Airport. We hereby undertake that:

a) The work areas shall be kept clean

b) Adequate number of Waste bins shall be placed in working space to collect different type of Scraps and the Wastes.

c) The following wastes shall be segregated and stored in designated place, as far as possible: -

- Oil soaked cotton wastes
- Spent oil (Haz wastes)
- Asbestos wastes
- Worn out Tyres
- Discarded Equipments, structures
- Construction wastes, debris
- Glass wastes
- Insulation wool waste
- Metallic wastes
- Empty Paint drums, containers (Haz wastes)
- Metallic Cans
- Polythene/plastic wastes
- Paper/card board waste
- Discarded food
- Other bio degradable wastes
- E wastes (Haz wastes)
- Automotive/ Industrial Battery etc.

4. The waste shall be stored at locations identified by AAI Management of Chennai airport. Subsequently the wastes shall be disposed off in accordance with waste management plan.
5. Hazardous wastes (Spent oil, contaminated jute/cotton/gloves, e-wastes, bio medical wastes shall be secured and disposed as per guidelines of regulatory authority (TNPCB).
6. To the extent possible, fuel oil, electrical power, water, cooking gas etc. will be conserved.
7. Plastic bags of less than 40 micron shall not be used and /or issued by us inside AAI premises.
8. We shall obtain the MSDS (Material Safety Data Sheet) of all chemicals used by us in AAI campus and study their characteristics and the disposal method. Chemicals which are found to be environmental friendly shall only be used.
9. If any chemical is found not environmental friendly/safe, additional precautions for their use and disposal shall be taken as indicated in MSDS.
10. Copies of MSDS will be retained by us & made available as and when requested by AAI officials.
11. Wherever any chemical like fuel oil, lub oil, Hydraulic oil, grease, paints are used, we shall arrange or keep ready a spill control kit at our own cost, for emergency purpose and shall use the same in case of emergency.
12. Diesel/ Petrol operated Vehicles used by us for transportation of man & material to and from AAI campus, Apron, Runway etc. shall be PUC (pollution under control) compliant. Copies of the PUC certificate shall be handed over to concerned AAI dept.
13. Wherever we arrange food for our workmen, we shall keep waste bins for collection of waste generated in the process.
14. Failure to comply with the requirements mentioned above shall attract a penalty or any other strictures as deemed fit by the AAI authorities
15. We understand that AAI, Chennai Airport will organize briefing/ training of our designated Supervisor/Manager about the IMS requirements. We shall ensure the presence/participation during such session. Thereafter, we shall ensure the necessary training of our workmen and staff and compliance of the requirements.
16. We shall identify one supervisor responsible for EMS compliance.
17. We understand and agree that no additional payment shall be made by AAI management for IMS compliance.

Date:

Authorized Signatory:
Name of the Agency:
Seal