



Ref No. AAI/CB/CNS/AS/MANPOWER/2021-22/391

Dated: 20/09/2021

To

M/s Dubey Trading Company,
Puraraghunathpur,
Babatpur,
Varanasi-221006
Uttar Pradesh
Email:dubey1981tradingcom@gmail.com

Name of work: - **SUPPLY OF MANPOWER FOR SUPPORTING IN MAINTENANCE ACTIVITIES OF TELEPHONE LINES, AIRPORT SYSTEM EQUIPMENTS AND CNS EQUIPMENTS AT COIMBATORE INTERNATIONAL AIRPORT FOR ONE YEAR W.E.F FROM THE DATE OF TAKING OVER OF CONTRACT.**

References:

- AAI E-Tender No: 2021_AAI_81756_1
- Technical bid submitted on E-tender portal
- Your Price bid, as opened from E-tender portal on 25.08.2021
- Letter of Intent (LOI) issued on date 15.09.2021 and acceptance of LOI by M/S Dubey Trading Company, Varanasi dated 15.09.2021.

Dear Sir,

- Reference may please made to above mentioned work tender, offered technical and financial bid submitted by M/s. Dubey Trading Company, Varanasi on the subject work
- The competent Authority on behalf of Airport Director, Airport Authority of India, Coimbatore International Airport is pleased to place the work order to M/s. **Dubey Trading Company, Varanasi** for an amount of Rs.3434184.12/-p.a/-(Rs. Thirty Four Lacs Thirty Four Thousand One Hundred Eighty Four and Twelve Paise only) excluding GST towards **SUPPLY OF MANPOWER FOR SUPPORTING IN MAINTENANCE ACTIVITIES OF TELEPHONE LINES, AIRPORT SYSTEM EQUIPMENTS AND CNS EQUIPMENTS AT COIMBATORE INTERNATIONAL AIRPORT FOR ONE YEAR W.E.F FROM THE DATE OF TAKING OVER OF CONTRACT.**
- Terms and Conditions:-**All the terms and conditions shall be followed by the Contractor as per the E-Tender No: 2021_AAI_81756_1 (Tender No: AAI/CB/AS/MANPOWER/2021-22) and above mentioned References.

4. PAYING AUTHORITY

The Airport Director/CNS in Charge, AAI, Coimbatore International Airport. AAI, Coimbatore Airport's GST No is **33AAACA6412D1ZF**.

o/c

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कोयम्बतूर /COIMBATORE-641014

Tel: 0422- 2571941/ 2571956/2573603/2573602/2573561/ Fax 0422 - 2592384/2573223
Email: apdcoimbatore@aai.aero



5. PAYMENT TERMS:

Payment to the bidder firm shall be made in the following manner: -

The payment towards manpower contract shall be made on Monthly basis and after the successful completion of each Month. **The payment on monthly basis will be paid only after paying the monthly salary, EPF and ESI contributions i.r.o Employee and Employer with proper documents and records**, The certificate of satisfactory service during the Month for which the payment has been requisitioned from the maintenance In-Charge, AAI shall be a mandatory requirement for the release of the payment

Payment shall be released by AAI through e-payment only subject to the Submission of invoice/bill in original.

The quoted price for the work shall remain firm without any escalation for the period of contract or one year from the date of award of contract. Which is later extendable for further one year on mutual acceptance.

The 100% of the charges minus the recoveries if any shall be paid after the successful completion of each quarter and on satisfactory performance certification from the Maintenance In-Charge of AAI.

6. Performance Bank Guarantee (PBG):

The bidder shall submit an unqualified Contract performance guarantee (in lieu of Contract Performance security) of the value equivalent to 3% (Three percent) of the contract value for Rs 103026/- in the form of an irrevocable and unconditional bank guarantee on scheduled commercial bank as per Performa provided in the NIT(Proforma attached). The Performance guarantee shall be submitted within 30 calendar days of the issue of work order, and will be valid till 90 days after the end of the expiry of the contract period. Based on recent circular issued by AAI's Headquarters, it is requested to **give a request letter to BG issuing branch in the attached proforma so as to enable automatic transmission of BG cover message (SFMS) to Beneficiary bank of AAI, CHQ i.e IFSC Code -ICIC0000007**. Unique identifier code to mentioned in request letter is **AAI COIMBATORE**. Copy of SFMS confirmation message sent by the issuing branch to ICICI bank may be sent to DGM(CNS), AAI, Coimbatore Airport for onward submission to finance wing and for record purpose or 3 % **Security Deposit** will be deducted from the Running Bill.

7. Minimum wages & Contract Labour Laws

The contractor shall pay to Labour employed by him wages not less than fair wages/ minimum wages and Bonus as per section 10 of Bonus act, as defined in the AAI Contractor's Labour Regulation or as per the provisions of the Contract Labour (Regulation and Abolition) act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable and as per Govt of India Minimum Wages Act, 1948 (11 of 1948), of the Government of India in the Ministry of Labour and Employment.

The salary payment to the Employees by the contractors shall be made before 5 th of every month through cheques/NEFT only. The copy of the Bank statement consisting this transaction may be produced. (The payment of minimum wages as mentioned in above para along with the proportionate eligible Bonus portion will be verified and certified by AAI official.)

8. EPF and ESI

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The receipt for payment towards EPF and ESI for the Employees should be submitted.

(ESIC and EPF on the minimum wages, paid to the statutory authorities by the contractor shall be reimbursed on submission of documentary evidence. Any changes made by government on ESIC and EPF % will be made effective on production of the official order.)

The contractor shall provide proof of PF & ESI monthly contributories in respect of contract workers engaged for contract work on month to month basis.

Income Tax or any other tax applicable shall be governed by the Govt. policies and be deducted at source at the rate in force at the time of payment. In case of any such deduction, the necessary certificate in due shall be provided by AAI.

The Contract will be valid for a period of one year with effect from the date of providing manpower at the site and the contract shall be extendable on mutually agreed terms & conditions for one more year subject to satisfactory performance and approval of competent authority.

9. Airport Entry Permit (AEP)

It will be the responsibility of the Contractor to follow all the prevailing Procedures and amendments for obtaining Airport Entry Permit (AEP) for their employees working at Airport and the cost for the same shall be borne by the contractor.

Airport is a very sensitivity area and all the manpower provided by the Contractor for carrying out CAMC work shall follow all the existing and any new guidelines laid down by BCAS and AAI for issue of Airport Entry pass to entry in the Air side. The cost for acquiring Airport Entry Pass or any Vehicle entry shall be borne by the contractor. The Manpower working shall have valid police verification certificate from Commissioner Office or Indian Passport which should have be obtained in last 5 years only.

Following matters related to TAEP/Provisional Security Clearance/Security clearance and Security Program to be adhered by contractor as per BCAS regulations:

For carrying any business /functions/work in Airport:-

- a) The Temporary Aerodrome Entry Permit (TAEP) initially for a period of 30 days will be issued by Airport Director, Airports Authority of India (AAI) 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/guide lines, 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 BCAS Regions should intimate to RO, BCAS-Chennai accordingly duly enclosing
 - Intimation Letter regarding establishing their business in Coimbatore Airport.

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- Security Clearance issued by BCAS-HQ.
- Provisional Security Clearance issued by the RO, BCAS of other Regions.
- Written Contract Agreement with Airport operator of Coimbatore Airport.
- Authorized Signatory for Coimbatore Airport.
- Security Programme for Coimbatore Airport.

d) Failure to comply with any of the above instructions will entail suspension or withdrawal of TAEP/PAEP issued.

10. TIME: - Period One year from the date of providing manpower at site

The Contract will be valid for a period of one year with effect from the date of taking over of the contract i.e the date of providing manpower at the site and the contract shall be extendable on mutually agreed terms & conditions for one more year subject to satisfactory performance and approval of competent authority.

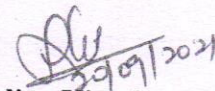
11. Reduction in Manpower due Austerity:

AAI reserves the right to reduce the manpower or no of days of working due austerity measures undertaken by AAI at any time during the contract period as per AAI policy. It will be binding on the contractor to reduce the manpower as per AAI orders from time to time during the period of contract. Hence, due to reduction or change in quantity AAI shall pay the contractor only as per the reduced quantity and the profit will also at reduced rate.

12. You are requested to attend the office of DGM (CNS), Airports Authority of India, Coimbatore International Airport Coimbatore, Coimbatore-641014 within 30 days of issue of this order, with a non-judicial stamp paper of Rs. Hundred only to sign and complete the contract agreement Formalities.

Kindly acknowledge the receipt in acceptance of this order by signing at each page on a copy of this work order and return to AAI.

Thanking you,


Noeline Vimaly
DGM(CNS)
AAI, Coimbatore Airport
For Airport Director

- Encl: Annexure-I: Bill of Quantity
Annexure-II: Agreement copy
Annexure-III: Performance Bank Guarantee copy
Annexure-IV: Proforma of request letter for BG transmission message

Copy to :(For information)

- GM(CNS)-SR, Chennai
- The Jt.General Manager(AS), Chennai
- Airport Director, AAI, Coimbatore Airport
- AGM-(Fin), SAU, CBE-14
- Stores-CNS

नोयलीन विमली / NOELINE VIMALY
उप महाप्रबंधक (सं.दि.नि) / Dy.Gen.Manager (CNS)
भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India
कोयंबटूर अन्तराष्ट्रीय हवाई अड्डा / Coimbatore Intl. Airport
कोयंबटूर / Coimbatore - 641 014.

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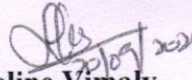
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Price Bid -BOQ

Annexure-I

NAME OF WORK:- SUPPLY OF SKILLED MANPOWER FOR MAINTENANCE
CNS/AS/TELECOM LINE AT COIMBATORE INTERNATIONAL
AIRPORT

SN	Item Description	Qty	Units	Basic Rate Per Month In INR	Profit Margin In INR	Total Amount In INR
01	Yearly Charges for supply of 12 Skilled manpower as per Scope of works in NIT and Tender conditions as per minimum wages. A) 12 Skilled person - Amount should not be less than the minimum wages @ Rs. 794.95/- per day per person as per minimum wages act.	12	Months	286182.00	0.01	3434184.12
Total in Figures without GST						3434184.12
IGST @ 18%						6,18,153.14
Grand Total Amount Inclusive of GST						40,52,337.26
Quoted Rate in Words Excl. GST		INR Thirty Four Lakh Thirty Four Thousand One Hundred & Eighty Four and Paise Twelve Only (Excl.GST)				


Noeline Vimaly
DGM(CNS)
For Airport Director
Airports Authority of India
Coimbatore International Airport
Coimbatore -641 014.

नोयलीन विमली/NOELINE VIMALY
उप महाप्रबंधक(सं.दि.नि) / Dy.Gen.Manager (CNS)
भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India
कोयंबटूर अन्तर्राष्ट्रीय हवाई अड्डा / Coimbatore Intl. Airport
कोयंबटूर / Coimbatore - 641 014.

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AGREEMENT

(To be printed on Rs. 100/- stamp paper)

This agreement made this Date between Airports Authority of India , a statutory corporation incorporated under the Airports Authority of India Act, 1994, having its Head office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi – 110 003 represented through its Airport Director, Airports Authority of India, Coimbatore Airport, Coimbatore – 641014 (hereinafter referred to as “Customer” or “AAI” which expressions include its administrators, Successors, Executors and assigns) of the one part and _____ (herein after referred as the “Contractor” which expression shall include its administrators, Successors, Executors and assigns) of the other part.

Whereas AAI is desirous of getting the work on behalf of Chairman, AAI from the eligible contractors for the work of providing **“SUPPLY OF MANPOWER FOR SUPPORTING IN MAINTENANCE ACTIVITIES OF TELEPHONE LINES, AIRPORT SYSTEM EQUIPMENTS AND CNS EQUIPMENTS AT COIMBATORE INTERNATIONAL AIRPORT FOR ONE YEAR”** (here in after called the work) done and has invited Tenders for this work as per Tender document issued for this purpose.

And whereas “Contractor” has participated in the above referred bidding vide their proposal opened on _____ and AAI accepted their aforesaid proposal and awarded the contract to the contractor on terms and conditions contained in its Work order No. _____ dated _____ and the documents referred therein, which have been accepted by the contractor resulting into a CONTRACT.

Now therefore this Deed witnesseth as under:

Article 1.0 Award of Contract:

AAI has awarded the contract to the contractor for the work of **“SUPPLY OF MANPOWER FOR SUPPORTING IN MAINTENANCE ACTIVITIES OF TELEPHONE LINES , AIRPORT SYSTEM EQUIPMENTS AND CNS EQUIPMENTS AT COIMBATORE INTERNATIONAL AIRPORT FOR ONE YEAR** on terms and conditions contained in its Work order No. _____ dated _____ and the documents referred to therein. The contract has taken effect from _____. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “Contract Documents” referred to in the 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”).

AAI Notice Inviting Tender in respect of above work issued consisting of Instructions to Bidders, General Terms & Conditions of the Contract, Special conditions of the contract, Annexure-I (Unconditional Acceptance Letter), Annexure-II (Proforma of Power of attorney), Annexure-III – (Proforma of Undertaking as per clause 1.10, Annexure-IV – (GST and PAN undertaking), Annexure-VI (Proforma of Performance Bank Guarantee), Annexure-VII (Letter for Bank Details), Annexure X– (Proforma-List of support Staff), Annexure-XI (Specimen of Affidavit on minimum wages), Annexure – XIII (Proforma of Request letter for Transmission of Bank Guarantee cover message)

AAI’s price bid for the work of providing **SUPPLY OF MANPOWER FOR SUPPORTING IN MAINTENANCE ACTIVITIES OF TELEPHONE LINES, AIRPORT SYSTEM EQUIPMENTS AND CNS EQUIPMENTS AT COIMBATORE INTERNATIONAL AIRPORT FOR ONE YEAR**. AAI’s Work order No _____ dated _____.

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Contractor's proposal opened on _____ along with proposal sheets, Contractors letter No dated _____.
Unconditional Acceptance Letter No. _____ dated _____ for AAI's NIT Conditions.

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 Document and what has been specifically agreed to by the Customer in its letter of acceptance, any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the contractor in its Proposal not agreed to by the owner in documents mentioned above shall be deemed to have been withdrawn by the contractor for the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the "Agreement".

Article 3.0 Conditions & covenants:

The scope of contract consideration, terms of payment, price adjustment, taxes wherever applicable for a period of One year from _____ to _____ on a payment of Rs _____ /- (Rupees _____ only) (exclusive of applicable service tax) whatsoever may for One year .
The payment will be made every quarter as per NIT conditions.

The scope of the work shall be as per the Contract Documents.

Article 4.0 Jurisdiction:

The courts of Coimbatore alone shall have the jurisdiction in respect of any dispute or difference arising at any time between the parties hereto in respect of this agreement.

Following matters related to TAEP/Provisional Security Clearance/Security clearance and Security Program to be adhered by contractor:

For carrying any business / functions/work in Airport

- a) The Temporary Aerodrome Entry Permit (TAEP) initially for a period of 30 days will be issued by Airport Director, Airports Authority of India (AAI) 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/guide lines, 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 BCAS Regions should intimate to RO, BCAS-Chennai accordingly duly enclosing
 - Intimation Letter regarding establishing their business in Coimbatore Airport.
 - Security Clearance issued by BCAS-HQ.
 - Provisional Security Clearance issued by the RO, BCAS of other Regions.
 - Written Contract Agreement with Airport operator of Coimbatore Airport.
 - Authorized Signatory for Coimbatore Airport.
 - Security Programme for Coimbatore Airport.
- d) Failure to comply with any of the above instructions will entail suspension or withdrawal of TAEOP/PAEP issued.

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IN WITNESSES WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Coimbatore.

Witnesses:

1. (CUSTOMER SIGNATURE)
(PRINTED NAME)

DESIGNATION)

2. (COMPANY STAMP)

(CONTRACTORS SIGNATURE)

(PRINTED NAME)

(DESIGNATION)

(COMPANY STAMP)

Witnesses:

1.

2.

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PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

BANK GUARANTEE

To

The Airport Director
Airports Authority of India
Coimbatore International Airport, Coimbatore.
TamilNadu - 641014
Amount of Guarantee: _____
Guarantee Valid up to: _____

Bank Guarantee No. & Date: -----

Last Date for Lodgment of Claim: _____

Dear Sir,

1. We, the Bank _____ hereby refer to the Purchase Order No. _____ dated _____ between the Airports Authority of India (as Purchaser) and M/s. _____ providing substance for the work _____ to which specific reference is made under the terms of the said contract, the Contractor is required to provide a Bank Guarantee in the form acceptable to the Purchaser in the amount of Rs _____ (Rupees _____) extending to the performance by the seller of all the terms and conditions of the contract.
2. In view of the foregoing and pursuant to the terms of the said contract, which contract is referred to and made a part thereof as fully and to the same extent as it copied at length therein, we hereby absolutely and unconditionally guarantee to the Purchaser performance of the terms and conditions of the said agreement to the extent of Rs. _____.
3. This guarantee shall be construed as an absolute, unconditional and direct guarantee of the performance of the contract without regard to validity, regularity or enforceability of any obligation of the parties of the contract. The Purchaser shall be entitled to enforce this guarantee without being obliged to report initially to any other security or any other remedy to enforce any of the obligations herein guaranteed and may pursue any or all its remedies at one or at different times. Upon default of the contract item(s), we agree to pay to Purchaser on demand and without demur, the sum of Rs. _____ (Rupees _____) or any part thereof upon presentation of a written statement by the Purchaser that the amounts of said demand represent damages due from the Seller under the terms of the aforesaid contract. The determination of the fact of breach and the amount of damages sustained and/or liability under this guarantee shall be in the sole discretion of the Purchaser, which decision shall be conclusive and binding on the bank as guarantor.
4. It is mutually agreed that the Purchaser shall have the fullest liberty without effecting in any manner our obligations hereunder with or without our consent to vary any of the term of the said agreement or to extend the time or performance by the Seller from time to time, any of the powers exercisable by the Purchaser against the Seller and either to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation of any extension being granted to the Seller or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Seller or by any such matter or thing whatsoever,

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- which under the law relating to sureties would but for this provision has effect of so relieving our obligations.
5. We undertake to pay to the Airports Authority of India, money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
 6. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the supplier shall have no claim against us for making such payment.
 7. This guarantee will not be discharged due to the change in the constitution of the Bank of the Supplier.
 8. We, the Bank _____ do hereby undertake that the payment against this guarantee should be available to Airports Authority of India on the first demand and notwithstanding any contestation of dispute by the party Furnishing the guarantee.
 9. We, the Bank _____ undertake not to revoke this guarantee during its currency except with the previous consent of the Airports Authority of India in writing.
 10. We the Bank _____ undertake that our liability under the guarantee is restricted to Rs. _____ (Rupees _____)
 11. Our guarantee will remain in force till _____.
 12. This guarantee shall remain in force till _____ unless a claim under this guarantee is made within 3 months from the date. The Bank shall be relieved and discharged from all liabilities there under and Airports Authority of India shall have no right under these presents.
 13. The amount under the Bank Guarantee is payable without any demur, merely on demand from the beneficiary. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee and where the decision of the beneficiary in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
 14. notwithstanding anything herein contained, our liability under the Guarantee shall
 - a) Be limited to a sum of Rs. _____ (Rupees _____ only)
 - b) Stand completely discharged and all your rights under the guarantee shall stand Extinguished if no claim or demand is made upon us in writing and received by us on or before _____.

Branch Manager _____

For the Bank _____

Date: _____



Proforma of Request letter ;transmission of Bank Guarantee cover message <to be submitted by applicant to BG issuing bank>

Date:.....

To,

The Manager,

(bank),

(branch),

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover message where beneficiary bank is ICICI bank (IFSC-ICI0000007).

Dear Sir/Madam,

I /We, , Request you to include Unique Identifierfield 7037 of the SMFS cover message IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI bank-IFSC-ICIC0000007)

Thanking you,

(Vender/customer/concessionaire)