



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

मदुरै हवाई अड्डा, मदुरै - 625 022.

MADURAI AIRPORT, MADURAI - 625 022.

(ISO 9001 - 2015 & 14001 - 2015 प्रमाणित / CERTIFIED)

BY SPEED POST/e-mail

AAI/MDU/MTS/F-32D/HIRE VEHICLE /5725-5426

December 7, 2021

To,

M/s. S.M.P. Travels

No. 31, First Floor,
Koodal Alagar Perumal Kovil Street,
Madurai -625 001.

AWARD LETTER (16/2021)

Sir,

SUB: "Hiring of 01 No. Bolero or other equivalent vehicle on Monthly Contract basis for the Civil Project "Re-surfacing of Existing Runway" at Madurai Airport"- Reg.

REF: 1) E-tender No. 2021_AAI_92004_1 published on 20/10/2021 at CPP Portal.
2) Price Bid opened on 12/11/2021.

With reference to the above, the Competent Authority is pleased to place an award for Hiring of 01 No. Bolero or other equivalent vehicle on Monthly Contract basis for the Civil Project "Re-surfacing of Existing Runway" at Madurai Airport.

The details of items, agreed rate, scope of work, Terms & condition are as under: -

S. No.	Description	Tariff per month (Rs.)	Total Amount for One Year (Rs.)
		Basic Cost	
01.	Providing of 01 No. M&M Bolero or equivalent vehicle with usage of 2000 kms per month from 00:00 Hrs. to 08:00 Hrs. & 16:00 Hrs. to 00:00 Hrs.(02 shifts Daily) on all the days of the month on Monthly Contract basis for CIVIL Department project work usage at Madurai Airport.	59,999.00	7,19,988.00
02.	Extra above <u>per Km.</u> (i.e. Extra running kms. charges if used above 2000 kms. per month)	7.00	
03.	Extra Rate per Hours for run beyond (00:00 Hrs. to 08:00 Hrs. & 16:00 Hrs. to 00:00 Hrs.	75.00	
04.	GST (Applicable as per rules) will be extra.		

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विमानपत्तन निदेशक का कार्यालय, मदुरै हवाई अड्डा, मदुरै - 625 022.

O/o The Airport Director, Madurai Airport, Madurai - 625 022.

दूरभाष / Tel : 0452-2690717 / फैक्स / Fax : 0452 - 2690151, 2690305 E-mail : apdmadurai@aai.aero

This work order will be governed by the following terms and conditions:

- The vehicle registered after 01/01/2020 will only be accepted for deployment of duty under regular hiring.
- Only the vehicle inspected by the JE(Tech) / Workshop In-Charge will be deployed for the duty.
- All the terms and conditions will be in accordance with the NIT No. AAI/MDU/MTS/F-32D/2021-22/04 in Tender ID: 2021_AAI_92004_1.
- The period of contract will be for one-year w.e.f. **10/12/2021 to 09/12/2022.**
- Driver minimum salary, PF, ESI & Bonus are compulsory. PF, ESI & Bonus will be paid to driver as per Government norms.
- The vehicle shall be under the supervision of Civil Department only and the Driver should report at Civil Department before joining his duty.
- GST Number of both M/s. SMP Travels and AAI (GSTIN: 33AAACA6412D1ZF), applicable percentage of SGST & CGST, HSN/SAC code number of the service should be mentioned in the tax invoice and GST remittance screen shot is to be submitted as a proof in every bill.
- The agency has to apply for security clearance through E-sahaj portal of BCAS (<https://esahaj.gov.in>) with immediate effect. The necessary documents shall be provided by this office as per your own request.

You are, therefore, requested to kindly produce your vehicle at MT Section for physical inspection at an earliest along with driver and attested copies of documents like driver license, police verification report of driver, R.C. Book, Fitness Certificate, Insurance, etc.,

2. SECURITY DEPOSIT

The contractor, whose tender is accepted, will be required to furnish by way of a security deposit for the due fulfillment of his contract, the amount equivalent to 10% of the annual contract value (excluding taxes etc.,) to be adjusted against EMD. The contractor shall have an option either to deposit the entire SD (the balance portion after EMD adjustment) at one time or it will be deducted @ 10% of the gross amount of each running bill till the total security of 10% of the annual contract value is recovered.

An amount of **Rs.71,999.00** may be paid at one time or it will be deducted @10% of the gross amount of each running bill.

3. Contract Period

The period of contract will be for 01 (ONE) year w. e. f. **10/12/2021 to 09/12/2022.**

4. Deployment

Irrespective of contractor's place of garage, the vehicles in & out kms / timings will be counted from the following duty points, as the case may be: -

- (a) Office of Airport Director, Madurai.
- (b) Engineering office, AAI, Madurai.
- (c) OTB & NITB, AAI, Madurai Airport, Madurai.

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02/12/21

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5. Reporting

The vehicle is hired on all the days of the year, no off day shall be admissible. In case owner withdraws his vehicle/driver for any reason, it can be done only after positioning a replacement vehicle/driver and with advance notice/intimation. This vehicle will be directly reporting to the authority for whom the vehicle was hired.

It shall be the responsibility of contractor to adhere to the timings as specified from time to time for deployment of vehicle. Normally the vehicle should report to Airport Director OR at the place / person instructed by him.

6. CONDITION OF VEHICLE

- 6.1 The vehicle as required should be in perfect working condition, duly registered and insured comprehensively, having requisite permit and taxes paid up to date. The deployed vehicle must comply with Central / State Government and Pollution Control norms.
- 6.2 The vehicle registered for commercial use on or after 01/03/2019 shall only be accepted. The vehicle shall be kept clean and immaculate (from inside and outside) and as scratch free as possible and should be provided with car perfume / refresher.
- 6.3 The vehicle shall be fitted with Speed governor (asper M.V. rule), Anti-Collision Light or any other accessories as may be warranted by Ground & Flight Safety Department of AAI, DGCA, other Air Safety Regulatory agency etc. Cost of such extra-fittings shall be borne by the contractor. 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.
- 6.4 The vehicle suspension system shall be maintained in excellent conditions to provide good riding comfort.
- 6.5 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.
- 6.6 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.
- 6.7 The driver of vehicle assigned for duty shall always wear neat and clean uniform and hold a valid Driving License, Airport Entry Pass, Airfield Driving Permit, Vehicle Entry Pass etc. and abide by all the rules laid down by Transport Authority or any other Authority relevant to the subject and should always strictly follow the traffic rules and regulations, so as to ensure safety of the passengers.
- 6.8 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.
- 6.9 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.
- 6.10 The vehicle and driver shall report in time at the designated place and time on regular basis and the driver 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.
- 6.11 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 driver immediately in case not found suitable by AAI.

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- 6.12 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.
- 6.13 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 nonpunctual / 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 driver 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.
- 6.14 The engagement and employment of driver 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.
- 6.15 The contractor shall assign the job of driving of hired vehicle only to qualified, experienced and licensed driver 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.
- 6.16 The contractor shall take prior permission of AAI for substitution of vehicle provided for duty in case of Break down / maintenance.
- 6.17 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. Refuelling 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. Toll Tax & Parking Charges if any shall be paid extra by AAI subject to actual on production of money receipt.
- 6.18 It shall be the responsibility of contractor to adhere to the timings as specified from time to time for deployment of vehicle.

7. Defaults

- 7.1. In case of breakdown of any vehicle, the contractor shall immediately replace the vehicle within one hour. Failure to replace the vehicle will entitle AAI to deduct an amount of Rs. 250/- per hrs in addition to reduction on prorata basis, subject to a maximum of Rs. 1000/- per day.
- 7.2. In case the vehicle does not report for duty on any day, a penalty of Rs.1000/- per day will be imposed, in addition to deduction of approved hiring charge on prorata basis. If the vehicle does not report for duty more than one day, a penalty of Rs.1000/- per day will be imposed till replacement vehicle is provided (subject to maximum penalty of Rs.5,000/- per month), in addition to deduction of approved hiring charge on prorata basis.
- 7.3. If a Driver misses while on duty from the duty spot without intimation to the User and/or misbehaves with the User and/or disobeys the instruction of the User, a penalty of Rs. 250/- will be imposed per occasion and recovered from the monthly bills.

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- 7.4. In case the contractor fails to provide the vehicle requisitioned, the AAI reserves the right to hire such number of vehicles, as requisitioned from the market at the risk and cost of contractor and the additional amount, if any, over and above the approved rates of the contract will be deducted from the monthly bills/security deposit payable to the contractor. The amount stated by AAI shall be final and binding on the contractor.
- 7.5. In case milometer is not repaired within two days, penalty of Rs. 500/- per day will be imposed.
- 7.6. In case any unauthorized person or material is lifted in the vehicle deputed for AAI duty, penalty of Rs.500/- shall be recovered from the contractor.
- 7.7. A penalty of Rs.500/- in 1st instance and that of Rs.1000/- in the 2nd instance, will be imposed if the milometer of vehicle is found tampered or making excess claim of mileage and the contract will be terminated on 3rd instance in case the incident repeats again.
- 7.8. In case the Trip Sheet/Log Book is tampered by the contractor/ his driver, a penalty of Rs.500/- per occasion shall be imposed.

The disputes or differences whatsoever arising between the parties out of or relating to the operation or effect of this contract of breach thereof shall be settled through:

8.FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, earth quake, explosions, epidemics, quarantine restrictions, bandh, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of AAI as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option to terminate the contract.

9.TERMINATION OF CONTRACT

- 9.1 If the AAI considers that the performance of the contractor is unsatisfactory or not up to the expected standard, the AAI shall notify the same to contractor in writing and specify in detail the cause of such dissatisfaction. The AAI shall have the option to terminate the contract by giving 30 days' notice in writing to the contractor, if contractor fails to comply with the requisitions contained in the said written notice issued by the AAI and the decision of the Airport Director shall be final and binding on the Contractor.
- 9.2 AAI may also give Termination Notice and without compensation to the contractor to terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

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- 9.3 The contract can be terminated by issuing 30 days' notice in writing at any time by either the party without assigning any reason and the contractor shall not cease to render the service facility until the AAI makes alternate arrangements thereof and informed the contractor accordingly. The extended period after expiry of the notice period will not, however, be more than 30 days in any case.
- 9.4 Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation whatsoever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipment's, materials or facilities or for any loss in the profit or anticipated profit of the contractor.
- 9.5 If at any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, AAI reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the AAI whatsoever.
- 9.6 The agreement shall be deemed to have been terminated on the expiry of the contract period unless AAI has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

10. 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.

11. Agreement & acceptance of vehicles

On the satisfactory inspection and acceptance of vehicles by Airport Director, AAI, Madurai Airport OR by his designated person, the contractor will have to execute a work contract on a Rs. 100/- (OR to an amount which fulfils the legal obligations of such contract), on a Non-Judicial Tamil Nadu stamp paper, at his own expenditure.

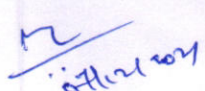
Only inspected and accepted vehicle will be provided for the monthly regular hired category during the period of contract except for brake down, repairs and schedule maintenance of vehicles. If contractor desires to change his existing vehicle, he will have to submit a written notice along with the replacement vehicle and the same will be allowed by Airport Director OR by his designated person after his satisfactory inspection only.

The e-tender documents, correspondence made with you on email or letters, Terms & conditions specified above, communication made with successful bidder shall be part of this work order.

धन्यवाद / Thanking you,

सादर/ Regards,

C.C: Asst. General Manager (F&A)


डि.बाबुराज / D. Baburaj
विमानपत्तन निदेशक / Airport Director
भा.वि.प्रा, मदुरै हवाई अड्डा / AAI, Madurai Airport