



आइ. एस. ओ. प्रमाणित एयरपोर्ट
ISO CERTIFIED AIRPORT

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

AAI/TV/CNS/S37/Vehicle/PO-01/ 2022

13/04/2022

To,

M/s S S Travels, 9A, Venkatasamy Street,
Railwaymen's Colony, Opp. Cheran Nagar,
Coimbatore - 641030.

SUB: **WORK ORDER FOR HIRING OF VEHICLE**

REF: E Tender No. 2022_AAI_109378
AAI/TV/CNS/VOTV/2022/VEHICLE/T30

Sir,

Reference may be made to above E tender in CPP Portal for hiring of vehicle at Airports Authority Of India(AAI), Trivandrum International Airport. Coordinating In Charge(CIC), AAI, Trivandrum Airport is pleased to place work order to your Firm for hiring of vehicle to this office as per details shown below :-

Particulars of Vehicle	Mileage and Timing for Deployment of Vehicle with Driver	Rental per month inclusive of 12% GST	Period of Contract	Remarks
Mahindra Bolero AC or Equivalent Vehicle	2000 Kilometer/ Per Month 24 Hrs a Day	Rs. 91280/-	01/05/2022 to 30/04/2023	Seven Seater
Mahindra Bolero AC or Equivalent Vehicle Equivalent Vehicle	1000 kilometer/month 24 Hrs a day.	Rs. 80080/-	01/05/2022 to 30/04/2023	Seven Seater
Mahindra Bolero Camper AC or Equivalent Vehicle	1000 kilometer/month 10 hrs per day from 0800 hrs to 1800 hrs.	Rs. 58240/-	01/05/2022 to 30/04/2023	Five Seater cabin with Luggage van
TOTAL AMOUNT PER MONTH		2,29,600/-		

At no instances the commencement of contract can be postponed. Hence all the necessary action for start of work on 01/05/2022 may be initiated at the earliest.

Terms and Conditions

1. Scope Of Work

1.1 The contractor should provide vehicle as per the requirement of AAI and conforming to the provision of Motor Vehicle act / Rules / Regulations, on monthly hire basis, along with drivers, cost of fuel, lubricants, repair & maintenance expenses, wages of drivers, road taxes, permits insurance premium etc. and execute the service through their representative as per Rates shown in Annexure-1 in accordance with Terms and Conditions of the Tender.

1.2 The year of manufacturing of vehicles provided under the contract should not be earlier than 2018. The vehicles should be registered in the name of proprietor/Owner/Firm/Partner or attached to them by duly Registered Power of Attorney (POA).

2. Inspection and Placement of Vehicle

2.1 The contractor should produce the vehicles at the designated place, date and time as notified, for inspection within the stipulated period before commencement of contract, at his own cost.

2.2 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.

2.3 The contractor should 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. The vehicle should be fitted with **beacon lights** as per aerodrome safety standards exclusively for the movements within Airport Operational Area. 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.

2.4 The contractor is liable to provide up to the 50% additionally hired vehicles on the Agreed Contract rates. The rates of additionally hired Vehicles more than 50% of the contract will be decided after mutually agreed negotiated rates.

2.5 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.

2.6 The contractor should 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 occupants/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.

2.7 The contractor shall take prior permission of AAI for substitution of vehicle provided for duty in case of Break down / maintenance.

2.8 The contractor should 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.

2.9 It is the responsibility of contractor to adhere to the timings as specified from time to time for deployment of vehicles.

2.10 The log book or daily sheets format will be provided by AAI for the purpose of various vehicles maintained by the contractor for recording of kilometers covered for verification.

3. **Log Books**

3.1 In case of failure of odometer, 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.

3.2 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.

4. **Running & Maintenance.**

4.1 The vehicle will have to be kept in good operating condition at all the time. 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.

4.2 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.

4.3 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.

5. **Accident/Damages/Claims/Liabilities**

5.1 AAI shall be completely free from any liability whatsoever, in the event of any accident while the vehicle engaged under the contract. Contractor will be fully and exclusively responsible for any damages to his vehicles/property/death/bodily injury to his crew members/occupants or any other person in his employment or unauthorized persons travelling in the vehicle, including any third party claim. The contractor shall indemnify AAI against any such claim/compensation.

5.2 Contractor shall also be solely responsible for any consequences under the law, arising out of any accident, equipment or personnel of AAI caused by his vehicle to the property or personnel of AAI/third party including death/permanent injury. Contractor shall reimburse on demand the compensation/damages, if any, sustained by AAI/third party on this account.

5.3 The hired vehicle should be fully/comprehensively insured by the Contractor at his own cost for all risk including fire, strike, riots and for commercial use etc. All liability whatsoever arising out of the accident of the hired vehicles shall rest upon the contractor only and AAI shall fully stand indemnified.

5.4 The contractor shall be responsible for the acts and/or accidents committed by the person employed by him either inside or outside operational area of Airport.

6. **Mode of Measurement for Payment.**

6.1 The Kilometers run will be calculated from authenticated Log Book.

6.2 While computing the distance in Kilometers, the distance covered for taking the vehicle for repair, RTO passing etc. will not be taken into consideration i.e. the number of kilometers that are covered furtherance of performing the scheduled duty will not be taken into consideration.

7. **Contractors Obligations & Liabilities.**

7.1 The contractor should furnish the list containing names and addresses of his Drivers along with police verification report of each workman so as to enable the AAI to check the character and antecedents and to provide temporary permits to operate the vehicle within the restricted area(s). The contractor shall get AAI's approval for the staff to be engaged.

7.2 The Contractor should arrange Character & Antecedence Verification Certificate from the Police Authorities. Contractor should pay all required fees and should timely arrange necessary Airport Entry Pass which to be issued by the BCAS and necessary Driving Permit from the concerned Airport officials in respect of Drivers and Vehicle Entry Pass for the use of Vehicle inside Operational areas of the airport. Contractor shall obtain all necessary BCAS clearances for operating in the Airport at his own expenditure.

7.3 The contractor should at his own cost maintain sufficient number of experienced Drivers holding valid driving license and other staff requirements for smooth and efficient running of the vehicles. The driver should possess at all times necessary valid Driving License/ADP issued by Regional Transport Authority/AAI.

7.4 It shall be the sole liability of the contractor (including the contracting firm/company) to obtain and to abide by all necessary licenses/permission from the authorities concerned as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act 1970 in respect of Contract of AAI.

7.5 The Contractor should 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. The PF account No & ESI No of the workers deployed by the contractor for this contract shall also be submitted within one month from the date of award of the contract.

7.6 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.

7.7 Contractor should continue to have valid PF and ESI Code No. till conclusion of the contract. AAI reserves the right to withhold any payment if ESI and PF contributions are not paid by the contractor and proof to that effect have not been produced regularly by the contractor. Non-production of PF and ESI challans of monthly contributions before its due date but not later than 21st of the every month by the contractor, shall be liable for action against the contractor and also suitable penalty shall be levied by the AAI as deemed fit.

7.8 The contractor has to produce the photocopy (self-attested) of the Challan of the P.F & E.S.I.C paid to the concerned Regulatory Bodies, Statement of minimum wages paid through e-payment details thereof, for each month to their manpower at the time of submission of bills. No payment shall be made to the firm without submission of these documents for verification.

7.9 The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th day 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.

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

7.11 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. The contractor shall comply with the provisions of labour laws, Employees Provident Fund & Misc. Provisions Act and ESI Act as applicable during the entire period of contract including extension if any.

7.12 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.

8. Workman's Insurance

8.1 Without prejudice to the contractors liabilities and indemnity clause and associated clauses of the Special Conditions of the Contract (SCC) in tender document, 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 Kerala 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.

9. Defaults & Recoveries

9.1 In case of breakdown of any vehicle, the contractor should replace the vehicle immediately or within one hour. Failure to replace the vehicle will entitle AAI to deduct an amount of Rs. 250/- per hour in addition to reduction on pro-rata basis, subject to a maximum of Rs. 1000/- per day.

9.2 In case the vehicle does not report at all for duty on any day, a sum of Rs. 1500/- per day will be imposed as penalty in addition to deduction of approved hiring charge on pro-rata basis.

9.3 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 instructions of the User, a penalty of Rs. 250/- will be imposed per occasion and recovered from the Monthly bills.

9.4 In case the contractor fails to provide the vehicle requisitioned, the AAI reserves the right to hire such vehicle from the open 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.

9.5 In case milometer is not repaired within two days, penalty of Rs. 500/- per day will be imposed.

9.6 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.

9.7 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.

9.8 In case the Trip Sheet / Log Book is tampered by the contractor / his driver, a penalty of Rs. 500/- per occasion shall be imposed.

9.9 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.

9.10 Dispute Resolution Committee: If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the work or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the Authority; the matter in dispute shall in the 1st place, be referred to the Dispute Resolution Committee (DRC) appointed by the Coordination in-Charge, AAI, Trivandrum International Airport. DRC thus, constituted may act as "conciliator" and will be guided by principles of "conciliation" as included in part III of Arbitration and Conciliation Act 1996. DRC should take into consideration, rights and obligations of parties, usage to trade concern and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn out and signed by the parties. DRC will authenticate the settlement Agreement and furnish a copy to each party. DRC will give its' report within 45 days of its constitution.

7

9.11 Adjudication through Arbitration:-Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairman / Member of AAI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of contract that If the contractor does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One hundred Twenty) days of receiving the decision / award from Dispute Resolution Committee, the claim of contractor(s) will be deemed to have been waived and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims. It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee. It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of

claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, If required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

10. **Force Majeure**

10.1 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 (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.

11 The Vehicle and drivers deployed should be as per terms and conditions in above referred tender.

12 The Contractor has to coordinate with Airport Operator with this work order and the necessary entry permits for Drivers as well as Vehicles needs to be arranged in time and all the expenses for the same will be the responsibility of the contractor.

13 The Vehicle deployed should have valid permits applicable to State of Kerala, valid Fitness certificate, Insurance certificate and PUC certificate.

14 The Drivers deployed should have valid licence and they should be well behaved and company uniform is desirable.

15 The drivers should report to Shift Supervisory Officer of CNS department on reporting and relieving of duty and they should be punctual in keeping time of reporting on duty.

16 The drivers should carry mobile phones and should respond to call from AAI officers on their mobile phones. They should safely stop the vehicle, in case of vehicle in run, before answering mobile phone call from AAI officers.

17 The contract is for a period of One year from 01/05/2022 to 30/04/2023 and can be extended, if required by AAI, for one more year.

18 The contract can be terminated by AAI by giving one month Notice. However if any serious lapse or violation from the part of Contractor or driver necessitating immediate action, the contract can be terminated by AAI without prior notice period. The Contract agreement in Non Judicial Stamp paper of Rs 100 has to be signed with

in 15 days of receipt of work order. The NIT, General Conditions of Contract (G.C.C) , Special Condition of contract (S.C.C) as specified above and Work order placed on Successful Tenderer or any other relevant letter, shall form the part of the agreement to be made with the AAI.

19. The performance bank Guarantee(PBG) of 3% of annual contract value of Rs 2755200/-, ie Rs 82660/- (Rupees Eighty Two Thousand Six Hundred and Sixty Only) should be submitted, in the format as given in Tender document, with in 15 days of issue this work order. The validity of the PBG should be up to 31/07/2022. After termination / expiry of the contract, the security deposit/PBG held by the AAI will be released to the contractor within a period of three months subject to realization of dues, if any to be made from the contractor.

20. **Jt General Manager (CNS), NavAids Unit**, AAI, Trivandrum International Airport, will be the Officer-in-charge for the work. The contract agreement shall be executed on a non-judicial Karnataka Stamp Paper of value Rs.100/- as per AAI format (Annexure-III) within 15 days from the date of issue of this order and the cost of the same shall be borne by the Contractor.

21. Duly signed and stamped copy of this letter shall be submitted with in seven days towards token of acceptance of this order.



CNS In Charge,
For Cordinating In Charge
Airoprts Authority Of India,
Trivandrum Airport

टी. स्मिता
T. SMITHA

संयुक्त महा प्रबंधक (सं.दि.नि)
JOINT GENERAL MANAGER (CNS)
भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
त्रिवेन्द्रम अंतरराष्ट्रीय हवाई अड्डा
TRIVANDRUM INTERNATIONAL AIRPORT
तिरुवनंतपुरम/ THIRUVANANTHAPURAM-695 008

Annexure-1

Particulars of Vehicle	Mileage and Timing for Deployment of Vehicle with Driver	Rental per month inclusive of 12% GST	Period of Contract	Remarks
Mahindra Bolero AC or Equivalent Vehicle	2000 Kilometer/ Per Month 24 Hrs a Day	Rs. 91280/-	01/05/2022 to 30/04/2023	Seven Seater
Mahindra Bolero AC or Equivalent Vehicle Equivalent Vehicle	1000 kilometer/month 24 Hrs a day.	Rs. 80080/-	01/05/2022 to 30/04/2023	Seven Seater
Mahindra Bolero Camper AC or Equivalent Vehicle	1000 kilometer/month 10 hrs per day from 0800 hrs to 1800 hrs.	Rs. 58240/-	01/05/2022 to 30/04/2023	Five Seater cabin with Luggage van
TOTAL AMOUNT PER MONTH		2,29,600/-		

FORM OF PERFORMANCE SECURITY (GUARANTEE)**Bank Guarantee Bond**

(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 Coordination in-charge
 Airports Authority of India
 Trivandrum International Airport
 Trivandrum Dist.
 Kerala - 695008

Bank Guarantee No. & Date _____
 Amount of Guarantee : _____
 Guarantee Valid upto: _____
 Last Date for Lodgment of Claim: _____

In consideration of the Chairman, AAI (hereinafter called "AAI") having offered to accept the terms and conditions of the proposed agreement between..... [hereinafter called the said contractor(s)] for the work (hereinafter "the said agreement") having agreed to production of irrevocable Bank Guarantee for Rs. (Rupeesonly) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs..... (Rupees only) on demand by AAI.

We (Indicate the name of the Bank) do hereby undertake to pay the amounts due to 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).

We, the said Bank, further undertake to pay 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. 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 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 CNS-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.

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 in the said contractor(s) and to forebear and 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 such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of 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 securities would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

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 within three months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of

Witness 1.
2.

Dated this..... Day of

For and on behalf of (The Bank)

Signature

Name & Designation

Authorisation No.

Name & Place

Bank's Seal

Performa for Contract Agreement

(Agreement no. AAI/ANS/CNS/VOTV/2022/AGRMNT-01)

This agreement made on this _____(date) _____(month) of the year Two Thousand and Twenty Two between Airports Authority of India, as 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 and its Regional /Field offices at Bombay, New Delhi, Chennai, Calcutta through its Coordinating In Charge, Airports Authority of India, Trivandrum International Airport, Trivandrum – 695 008 (hereinafter referred to as "Owner" or "AAI" which expression shall include its administrator, successors, executors and assigns) of the one part and M/s. _____, (name & address)(here in after referred to as the "Contractor" which expression shall include its administrators, successors, executors and permitted assigns) of the other part Whereas, Airports Authority of India is desirous of **"Hiring of 3 Nos. of Utility Vehicles for Airports Authority of India, Trivandrum International Airport** on Regular Monthly Contract basis along with driver and fuel for a period of 12 Months and further extendable for another 12 Months." (Hereinafter called the "WORK" done and had invited Tender no. AAI/ANS/CNS/VOTV/2022/VEHICLE/T-30 (CPP portal E-tender no.:2021_AAI_109378) for this work as per tender documents sold for this purpose."

And whereas "Contractor" has participated in the above referred bidding , and AAI has accepted their aforesaid proposal and awarded the work to the contractor on terms and conditions contained in its award letter **No. AAI/CNS/VOTV/S 37/2022/VEHICLE/PO-01 Dated: 13/04/2022** and the documents reoffered to 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:

Airports Authority of India has awarded the contact to the contractor for the work of **"Hiring of 3 Nos. of Utility Vehicles for Airports Authority of India, Trivandrum International Airport** on Regular Monthly Contract basis along with driver and fuel for a period of 12 Months and further extendable for another 12 Months." On the terms and conditions contained in its letter No. No. AAI//CNS/VOTV/2022/S-37/VEHICLE/PO-01 Dated: 13/04/2022 and documents referred to therein. The contract shall take with effect from **01-05-2022**.

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 (herein after referred to as “**CONTRACT DOCUMENTS**”)

SL.NO.	PARTICULARS
01	AAI Tender no.AAI/CNS/VOTV/2022/S 37/VEHICLE/S37/PO-01 dated 13/04/2022 (CPP portal E-tender no109378.:2022_AAI_) for Hiring of 3 Nos. of Utility Vehicles for Airports Authority of India, Trivandrum International Airport.
02	Contractor e-bid ID no.
03	PQQ Technical Bid opened on 28/03/2022
04	Financial Bid opened on 07/04/2022
05	AAI Work order no. AAI//CNS/VOTV/S 37/2022/VEHICLE/PO-01 Dated: 13-04-2022

All the aforesaid contract documents shall form an integral part of this agreement, in so far as the same or any part thereof conform to the tender document and what has been specifically agreed to by the Owner in its Letter of award. Any matter inconsistent therewith, contrary of repugnant thereto or any deviations taken by the contractor in its “Proposal “ not agreed to by the owner in its Letter of Indent/Award Letter 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 :-

3.1 The scope of contract, consideration, terms of payment, period of completion, penalties, price adjustment, taxes whichever applicable, insurance, liquidated damages, performance guarantee and all other terms and conditions are contained in the aforesaid contract documents. The contract shall duly performed by the contractor strictly and faithfully in accordance with the terms of the “Agreement”.

3.2 The scope of work shall also include such items which are not specifically mentioned in the contract documents, but which are needed for successful, efficient, safe and reliable operation of the equipment unless otherwise specifically excluded in the specifications under “exclusions” of Letter of Indent/Award Letter.

3.3 The Contractor guarantees that the works/equipment’s package - Under the contract shall meet the specifications mentioned in the tender and in the event of any deficiencies found in the requisite performance, the AAI may at its option to levy the penalties applicable in accordance with the contract documents and without any limitation.

3.4 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency of repugnancy to the terms and conditions contained in the agreement. Any modification of the agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

3.5 In the event of AAI transfers the rights to operate and maintain the Airport to a third party(s);

a) AAI shall cause to transfer/novate this contract/agreement, in favour of such third party, on the principle that such transfer/novation would release AAI of all Liabilities and obligation arising from and after the date of transfer/novation of such rights. The parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/novation.

b) The contract period between AAI and second party is up to the completion of the work or termination of contract or the date of transfer of the Airport to the third party under PPP mode whichever is earlier.

ARTICLE 4.1 SETTLEMENTS OF DISPUTES:-

It is specifically agreed by and between the parties that all the difference or disputes arising out of the agreement or touching the subject matter of the agreement, shall be decided by process of settlement and Arbitration as per provisions of the Indian Arbitration Act, 1996 shall apply and Delhi court alone shall have exclusive jurisdiction over the same.

ARTICLE 4.2 NOTICE OF DEFAULT: -

Notice of default given by either party to the party under the agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement due addressed to the signatories at the address mentioned herein above.

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 Trivandrum

For and on behalf of Contractor

For and on behalf of Chairman, AAI.

Signature:

Signature:

Name of the Executive:

Name:

Designation:

Designation:

Witness : (Signature, Date, Name, Designation on behalf of AAI)

Witness : (Signature, Date, Name, Designation on behalf of Contractor)

PERFORMA OF LETTER FOR E-PAYMENT

To,

The Coordination In-Charge
Airports Authority of India
Trivandrum International Airport
Trivandrum, Kerala – 69508

Subject: Request for E-Payment.

Sir,

Following particulars are given for effecting E-payment in respect of our claim / Bill.

S. No.	Particulars Details	Remarks
1	Name of the Party	
2	Office Address	
3	Type of Bidder's Company	
	(a) Sole Proprietor	
	(b) Partnership	
	(c) Private Ltd. Company	
	(d) Public Ltd. Company	
4	Name of Bank in which Party maintains A/c	
5	Bank Branch Code	
6	Bank Account No.	
7	IFSC Code	
8	PAN No.	
9	GST Registration Details.	
10	Vendor Classification for GST	
11	MICR Code	
12	NEFT Code	

We also enclose herewith a duly cancelled cheque of our bank account.

Thanking you,

Signature of authorized signatory
With seal

Yours faithfully

Note: Any erroneous information may lead to harmful transaction for which neither AAI or the Bank will be liable/ responsible.

GST Registration details**Airports Authority of India**
Trivandrum International Airport

Sl. No.	Particulars	
1	Building No./Flat No.	
2	Road/ Street	
3	Locality/Village/post office	Vallakadavu
4	State	Kerala
5	District	Trivandrum
6	PIN Code	695004
7	Office E-mail Address	cnsicvotv@aai.aero
8	Mobile Number	9446318347
9	Office Telephone No.	04712702272
10	Office Fax No.	
11	Nature of possession of premises	Own Premises
12	GST Number	32AAACA6412D1ZH
13		

The GST ID of the Airports Authority of India & the contractor and HSN/SAC code of the items/works should be specified in the Invoice.

Signature Not Verified

Digitally signed by P J PAUL
Date: 2022.08.17 16:59:39 IST
Location: eProcurement System for
Central PSUs