



AIRPORTS AUTHORITY OF INDIA

RAIPUR AIRPORT

Air Side Management

TENDER DOCUMENT

Name of Work: Job Contract for Provision of 5 Nos. Medical Personnel for Breath Analyzer (BA) Test at S.V. Airport, Raipur for a period of Three year (1095 days) through GeM portal.

GeM ID NO:

(Visit us at www.aai.aero and <https://gem.gov.in>)

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Raipur Airport**

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TABLE OF CONTENTS

Sl. No.	PARTICULARS		PAGE NO.
1.	Notice Inviting E-Tenders/Bids	Section-A	4 – 20
2.	Definitions	Section-B	21-22
3.	General Conditions of Contract	Section-C	23-24
4.	Special Conditions of Contract	Section-D	25-32
5.	Unconditional Acceptance of Terms & Conditions of Bid	Annexure-I	33
6.	Undertaking for not having Blacklisted/Debarred by Govt. Organization/PSU	Annexure-II	34
7.	Power of Attorney	Annexure-III	35
8.	Minimum Wages Affidavit	Annexure-IV	36
9.	GST Undertaking	Annexure-V	37
10.	AAI Bank Account Details	Annexure-VI	38
11.	Performance Bank Guarantee Format for SD	Annexure-VII	39-40
12.	Request Letter to BG Issuing Bank	Annexure- VIII	41
13.	Consent Letter-Appointment of Arbitrator	Annexure-IX	42
14.	Check List	Annexure-X	43-44
15.	Verification of Bank Guarantee Through SFMS Of ICICI Bank:	APPENDIX - I & APPENDIX II	45-46

Certified that this tender document contains total 46 pages (Forty Six Pages)

BID SCHEDULE

01.	NAME OF WORK	Job Contract for Provision of 5 Nos. of Medical Personnel for conducting the Breath Analyzer (BA) Test at S.V. Airport, Raipur for a period of Three year (1095 days) through GeM portal.
02.	TYPE OF BIDDING	MANPOWER OUTSOURCING SERVICES.
03.	GEM BID NO. & DATE	
04.	ESTIMATED COST	RS.62,09,374/- INCLUDING GST, (FOR 03 YEARS).
05.	EMD	RS.1,24,190/-
06.	BID OFFER VALIDITY	180 DAYS (FROM DATE OF OPENING OF BID)

CRITICAL DATES

Sl. No.	Activity	Date
01.	Bid Start Date	As per GeM Bid
02.	Bid End Date	As per GeM Bid
03.	Bid Opening Date	As per GeM Bid

SECTION – A

NOTICE INVITING e-TENDERS

Bids are invited by Airport Director, Raipur Airport on behalf of Chairman, AAI from the firms/Agencies/Hospitals to provide the Provision of 5 Nos. of Medical Personnel for conducting the Breath Analyzer (BA) Test at S.V. Airport, Raipur for a period of Three year (1095 days) through GeM portal in compliance with the guidelines issued by the Director General of Civil Aviation (DGCA). **Single Packet cover shall be submitted by bidder through GEM portal only.**

The deployed Personnel shall have the duty timings from 0600 IST to 2200 IST daily in two shifts for all seven days irrespective of National holiday/holidays as decided by Competent Authority. The shift timings and the number of manpower may vary as per Operational Requirement. Successful bidder shall be given the notice period of 30 days, if required, to increase /decrease the manpower by 25% of the total manpower provide. **And the contractor shall abide to provide the workmen as per the amended watch hour timing as communicated to him by HOD Operations.**

The Medical Personnel shall carry out BA tests and preserve and maintain records in accordance with the procedures mentioned in DGCA CAR SECTION 5 – AIR SAFETY SERIES F PART IV.

BA tests will be carried out in designated rooms: (i) Gate 04 and (ii) Gate 05, located at Raipur Aerodrome premises. The room designated for BA Test may change as per the requirement of Airports Authority of India under operational requirement as required by Operation department. The BA Test equipment along with necessary infrastructure will be provided by the Airports Authority of India.

The services may be extended for another period of One year on same terms and conditions, subject to satisfactory services and mutual agreement.

1. The tendering process is online at e-portal URL address www.gem.gov.in. Aspiring bidders may download and go through the tender document.
2. Prospective tenderers are advised to get themselves register at Gem portal, obtain "Login ID" & "Password" and go through the instructions available in the home page after login to the Gem Portal www.gem.gov.in. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their tender.
3. For any technical issues, Help Desk of GeM Portal may be contacted. For clarifications relating to the tender(s) published kindly contact the Bid Manager/Tender Inviting Authority through GeM only.

4. All bid procedure related queries be referred to HELP DESK GeM portal only. Please note that under no circumstances bid procedure related queries shall be referred to the Bid inviting authority.

5. Earnest money deposit (EMD):

Earnest money deposit (EMD) Rs. 1,24,190/- will be required to be paid online through NEFT/RTGS mode to AAI, Raipur Airport. Bank details for making online payment is given below as per Annexure – VI.

Name of the A/c Holder	AIRPORTS AUTHORITY OF INDIA
Name of the Bank	State Bank of India
Name of the Branch	SBI, MANA RAIPUR (13657)
A/c No.	31846309776
Branch Code	13657
IFSC Code	SBIN0013657
MICR Code No.	492002505

Note: Only Online payment of Earnest Money Deposit (EMD) shall be accepted and considered. Payment of EMD in the form of Cash / Demand Draft or any other form (other than online) mode shall not be accepted. Also, no documents in physical form shall be entertained/ accepted and those bidders shall be summarily rejected.

A copy of proof / documents of the above payments (i.e. EMD) made through RTGS / NEFT is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders (online). Non-submission of EMD shall lead to disqualification of Bidder.

Exemption from paying EMD: Govt. of India's Guidelines issued from time to time relating to exemption of EMD shall be applicable to eligible Bidders. Bidders seeking exemption and benefits should upload self- attested scanned copy of documents in support.

6. Refund of EMD

The EMD amount of a bidder shall be returned as per following:

- i. EMD of bidders who are disqualified shall be returned/refunded after award of order to the successful bidder.
- ii. EMD of the successful bidder will be returned/refunded after receipt of Performance Bank Guarantee against Security Deposit for the services being provided.
- iii. If AAI cancel this Tender process, then AAI will return the EMD of all Bidders.
- iv. AAI shall refund same amount as received from the bidders towards EMD and in the same currency with no interest or any other expenses, whatsoever, in any manner to the bidder or its authorized representative.
- v. The Bidder shall provide the requisite Bank Account details for return of EMD.

7. FORFEITURE OF EMD

The EMD amount of a bidder shall be forfeited in the following events:

- i. If the bidder withdraws or amends its bid or breach of the conditions of the tender or impairs or derogates from the tender in any respect within the period of validity of the bid.
- ii. If the successful bidder fails to submit the contract performance bank guarantee for Services being provided as stipulated in the Terms and Conditions within 30 calendar days (or an extended period as approved by the Competent Authority in AAI) after the receipt of the work order.
- iii. If the bidder knowingly and willfully supplied incorrect information in the tender.
- iv. If the bidder fails to accept the Work Order unconditionally, it will be construed that the Bidder is not interested in the offer. In such a situation AAI will en-cash and forfeit the EMD.

8. PERFORMANCE SECURITY / SECURITY DEPOSIT (SD)

8.1 BANK GUARANTEE in form of Security deposit :

- (i) The agency, whose tender is accepted, will be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 10% of the awarded amount in the form of Bank Guarantee within 30 days from the date of award of contract.
- (ii) The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit AAI at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 10%

of the tendered value of the work. Earnest money of the successful bidder shall be returned to the bidder after depositing the Security Deposit in the form of Bank Guarantee. Such deductions will be made and held by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of fixed deposit receipts or guarantee bonds of Nationalized Bank or any Scheduled Bank but not Co-Operative or Gramin Bank. In case a fixed deposit receipts or Guarantee Bonds of any Bank is furnished by the contractor to the AAI as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the AAI to make good the deficit. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by AAI on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in fixed deposit receipts or Guarantee Bonds tendered by the Nationalized bank or Scheduled Banks (but not any Co- operative or Gramin bank) endorsed in favour of the Airports Authority of India, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit. The security deposit as deducted above can be released against bank guarantee issued by Nationalized Bank or any Scheduled Bank (but not from Co-operative / Gramin Bank), on its accumulations to a minimum of Rs.5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.5 lakh.

- (iii) The Performance Security will be forfeited and credited to the accounts of AAI in the event of a breach of contract by the contractor.

8.2 VERIFICATION THROUGH SFMS OF ICICI BANK (APPENDIX I TO APPENDIX III)

- (i) Successful bidder/vendor shall submit the Original BG document along with copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.
- (ii) In order to view online, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) IFN 767COV (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.
- (iii) In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below field, BG confirmation through online portal would not be updated.
- (iv) Please note that the issuing bank while issuing/amending the BG, should ensure that the unique identifier code of AAI is correctly captured in the message i.e., IFN 760COV/ IFN 767COV. Bank Details of AAI is provided below:

- (v) Vendor / successful bidder shall submit BG(PBG/BG-SD/FBG/EMD) in accordance with the bank details as indicated below:

CORPORATE NAME: AIRPORTS AUTHORITY OF INDIA
 BANK NAME: ICICI BANK
 IFSC CODE: ICIC0000007
 BG ADVISING MESSAGE:IFN 760COV (BG ISSUE)
 IFN 767COV (BG AMENDMENT)
 UNIQUE IDENTIFIER CODE: AAIRAIPUR

(iv) Pre-Qualification Criteria of Bidder/ Agency

- a. Firms fulfilling the following criteria are eligible to participate in the tender (Scanned Documents fulfilling eligibility criteria to be uploaded through GeM portal: -

SL. NO.	QUALIFYING CRITERIA	DOCUMENT(S) TO BE UPLOADED IN GeM PORTAL
1.	Earnest Money Deposit (EMD) – Rs. 1,24,190/-	Bidders shall remit EMD through RTGS/ Internet Banking directly into AAI's Bank Account whose details are given at Annexure-VI and proof thereof shall be uploaded in Technical Bid. <u>EMD Exemption: -</u> Govt. of India's Guidelines issued from time to time relating to exemption of EMD shall be applicable to eligible Bidders. Bidders seeking exemption and benefits should upload self- attested scanned copy of documents in support.
2.	Should have GST Registration.	Scanned copy of GST Registration Certificate.
3.	Should have PAN Card.	Scanned copy of PAN Card.
4.	Should have registered with Employee's Provident Fund Organization (E.P.F.O).	Scanned copy of Employees Provident Fund Organization (E.P.F.O) Registration Certificate.
5.	Should have registered with Employees State Insurance Corporation (E.S.I.C).	Scanned copy of Employees State Insurance Corporation (ESIC) Registration Certificate.

SL. NO.	QUALIFYING CRITERIA	DOCUMENT(S) TO BE UPLOADED IN GeM PORTAL
6.	<p>Should have experience in deployment of manpower or similar works/services* in Govt. Departments or Public Undertakings or Private Sectors (within India) during last 07 (Seven years) as on last date of submission of bid as per following criteria: -</p> <p>One Work Order of value equal to 80%, i.e., Rs. 49,67,499/- or more of the Estimated Cost.</p> <p>OR</p> <p>Two separate Work Orders, each for a value equal to 50%, i.e.,Rs. 31,04,687(incl. GST) or more of the Estimated Cost.</p> <p>OR</p> <p>Three separate Work Orders, each for a value equal to 40%, i.e., Rs. 24,83,750 (incl. GST) or more of the Estimated Cost.</p> <p>*Similar work/services shall mean "Providing medical manpower related services or Supplying of Medical Personnel in medical institutions or Nursing Homes or Hospitals or any airport or govt institutions or operating Hospitals, Medical Institutions, Nursing Homes"</p> <p>Note: -</p> <p>Bidder is required to make sure that only those documents need to be submitted which can be verified from the issuing Authority. Details to be submitted in check list.</p> <p>In case of failure/no response by the issuing Authority against credential</p>	<p>Scanned copy of Award Letter / Work Order / Contract /Agreement along with its satisfactory completion certificate.</p> <p>The said satisfactory completion certificate should reflect work order number/PO/Contract details, nature of work done, award value, the value of work done, date of start, date of completion as per agreement, actual date of completion and remarks on satisfactory completion of work. Attested copy of client experience certificates for completed work / ongoing work issued by the organization where work has been performed shall be acceptable.</p> <p>Note: -</p> <p>a. The above Award Letter/Work Order/ /Contract Agreement should have been satisfactorily completed.</p> <p>b. Initial period of contract and extension thereof if any, up to the last date of Bid submission shall be considered as 'completed work' and reckoned for value of order.</p> <p>c. Firms showing work experience certificate from Non-Government / Non-PSU Organizations should submit copy of Tax Deduction at Source (TDS) certificate in support of their claim for having experience of stipulated value of work.</p> <p>d. The MSE bidders registered with MSME & start-up enterprises recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications shall be offered relaxation from Prior Experience Criteria, provided the bidder submits document such as MSE registration certificate or Startup</p>

	verification by AAI, tender shall be finalized based on information available and firm shall be liable to forfeiture of the EMD.	recognition certificate issued by the appropriate authority to prove bidder's registration in trade similar to the tendered job. The registration certificate submitted from appropriate authority must be valid as on last date of submission of tender.
7.	Should have annualized average financial turnover of at least 30% of the estimated cost (Rounded-off), i.e., Rs.18,62,814/- or above during last three years ending 31st March 2024.	Documentary evidence in the form of certified audited UDIN generated Balance Sheets along with Profit Loss Account Statements for the FY 2021-22, 2022-23 & 2023-24. Or A UDIN generated certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the for the FY 2021-22, 2022-23 & 2023-24 shall be uploaded with the bid. Note 1: - In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criterion. Note 2: - Bidders are requested to upload Balance Sheet and Profit & Loss Account Statement having Unique Document Identification Number (UDIN) given by their Auditors. The documents submitted by bidders without UDIN shall not be entertained.
8.	Unconditional acceptance of Terms & Conditions of Bid.	To be furnished on Company's Letter Head as per Annexure-I and uploaded.
9.	Undertaking for not having Blacklisted/ Debarred by Govt. Organization/PSU.	To be furnished on Company's Letter Head as per Annexure-II and uploaded.
10.	Power of Attorney (POA), if applicable. Applicable in case of tender not signed by owner/ Proprietor/MD/CEO/Partners/etc.	Scanned Copy of Power of Attorney as per Annexure-III.
11.	Minimum Wages Affidavit	Duly signed scanned copy of Annexure-IV.

12.	GST Undertaking as per Annexure-V.	Duly sealed and signed scanned copy of Annexure-V.
13.	Valid Certificate of Incorporation for Public / Private Limited Company / firm issued by Appropriate Authority. Registered partnership deed in case of Partnership firm or Self attested copy of certificate/license issued by appropriate Authorities/ Department /Body or Chamber of Commerce/ GST certificate in case of proprietary firm.	Duly sealed and signed scanned copy of relevant documents.
14.	Duly signed AAI Bid Document on each page along with all Corrigendum/Addendum as proof that the Bidder has understood all the Terms & Conditions of the tender.	Scanned copy of Complete set of AAI Bid Document along with all Corrigendum/Addendum.
15.	Scanned copy of Duly filled and signed PQ Checklist.	As per Annexure – X.

Note: Bids of such bidders will be summarily rejected without assigning any reason, if they fail to pay EMD on line and do not upload scan copy of registration certificate in similar services with MSME / NSIC/ Udyog or equivalent organization if seeking exemption from paying EMD, Prior Work Experience & Prior Turnover.

- (i) The Bidders shall provide all necessary documents in respect of 'Qualifying Requirement' as specified above. Lack of submission of the same in a manner which is in non-conformance with the relevant clause of this Bid documents may result in rejection of their Bid.
- (ii) Bidders are advised to upload clear and readable scanned copies of requisite documents in sequence, as per Sl. No.1 to 15 above in English Language.
- (iii) All rates shall be quoted in the format provided in the GeM Portal and no other format is acceptable.

All supporting documents submitted with the bid should be self-certified & stamped by the firm and serially numbered.

9. BIDDERS REGISTERED WITH NSIC/MSME POLICY OF GOVERNMENT OF INDIA

- i. Any concessions to the bidders registered with NSIC / MSME Policy of Government of India in relevant field shall be applicable as per the directives of Govt. of India, prevalent on the date of acceptance of the bid.
- ii. In case a bidder is eligible for any concession / exemption under this clause, self-attested scanned copies of the documentary proof to this effect must be enclosed. It may be noted that submission, if any, of reference (s) of Govt. notification(s) pertaining to concessions / exemptions must be supported by self-attested scanned copies of the copy(s) of such notification(s).
- iii. In case registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected and action shall be taken as per rules & regulation of AAI.

Purchase preference to Central Public-Sector Undertaking shall be applicable as per the directive of Government of India prevalent on the date of acceptance

10. Mode of submission of bid

- i. AAI shall evaluate the bids received in Single packet as per GeM guidelines to determine whether they are complete and in order.
- ii. AAI will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. AAI's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non-responsive will be rejected by AAI.
- iii. The tenders received and accepted shall be evaluated by AAI to ascertain the complete scope contained in the tender document.
- iv. Single packet Bid shall be opened on the designated date of opening of as mentioned in GeM portal. However, AAI may seek clarification on Pre-qualification cum Technical details, or any other information deemed necessary. Such queries raised on-line on GeM portal shall be replied on-line positively by the bidder, within the time specified, failing which the evaluation shall be done based on the information available.
- v. Bids of those bidders, who don't qualify in technical evaluation shall be rejected and the same shall be notified through GeM Portal.
- vi. No correspondences / representations shall be entertained from the bidders after opening of the Tender on tendering process and on any other Pre- qualification cum Technical bids evaluation criteria.

- vii. Date of submission and opening of tender can be extended on sole discretion of the Competent Authority of AAI.
- viii. Bidders are required to note that they should necessarily submit their bids in GeM portal only.
- ix. The price quoted by bidder against the item titled "Job Contract for Provision of 5 Nos. Medical Personnel for conducting the Breath Analyzer (BA) Test at S.V. Airport, Raipur for a period of Three year (1095 days) through GeM portal." shall be inclusive of all the costs associated with completion of the work and GST as applicable.
- x. It shall be clearly understood and noted that Financial Bid of the tender document is for pricing alone. No condition, whatsoever, shall be stipulated in this part.
- xi. If any condition stipulated above is found violated, the bid shall be rejected, and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the EMD besides blacklisting the firm.
- xii. The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account, except statutory variation in wages, Indian govt. taxes and levies in India.
- xiii. Original document of Financial Bid shall not be submitted as hard copy to AAI in any case.

Documents in following Envelopes/Packs shall be submitted online at GeM portal by the bidder as per details given below. Uploading in location other than specified below shall not be considered for the evaluation.

Note: All the Affidavits/Undertakings must be sworn/executed after date of release of Tender/Bid on GeM Portal. And only those Firm/entity having the above said Affidavits/ Undertaking which are executed after the release of Tender/Bid will be considered for further technical evaluation of bid.

10.1 QUOTING OF RATES IN GEM PORTAL

The Bidders shall quote in GeM portal for providing 05 Nos. Skilled Manpower for entire contract duration (i.e. 03 years) including GST. The Quote shall be inclusive of all such as--

a	Minimum Wages* as stipulated by the Government of India, (Raipur Airport is classified as "B" Area) for the Cost of 05 Nos. (Skilled) Manpower for BA Test * Any revision in minimum wages will be dealt as per Clause No.4.3/ Section-D.
b	Employees' Provident Fund (EPF) - Employer Contribution.
c	ESIC & Bonus Charges , Wherever ESI is not applicable, agency shall take a group of mediclaim policy covering health care of minimum Rs.2 lacs/ annum for each employee .

d	Charges towards Workmen Compensation Insurance for each manpower in case of mishap, accident etc.
e	Charges towards Airport Entry Pass, BCAS charges (if any) etc. for each manpower. Other Miscellaneous Expenses like AEP charges (Currently Rs. 75 inclusive of GST per person per instance) as applicable from AAI subject to change as per AAI Rules and regulation, Stationary etc.
f	Charges towards duty performed on account of NH for each manpower.
g	Profit and Overheads.
h	GST

Note : Any Extra payment for performing duty on national holiday or any holiday shall be payable by the contractor only as per regulations of GoI in vogue. AAI Shall not be paying any extra charges for performing those duty.

10.2 VALUATION OF FINANCIAL BID

The evaluation criteria/comparison of rates for identifying the successful Bidder shall be based on the lowest rates quoted in GeM Portal and subsequently system run L1 selected by GeM (if applicable).

10.3 AWARD OF CONTRACT:

The acceptance of the tender shall be intimated to the successful bidder by AAI through GeM Portal.

11. DEDUCTIONS FROM CONTRACT PRICE:

All costs, damages or expenses that the AAI may have paid, for which under the contract the Contractor is liable, will be claimed by the Purchaser from the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the AAI may then deduct the amount, from any money due or becoming due to him from the Contractor under the contract or may be recovered by actions of law or otherwise.

12. DEFENCE OF SUITS:

If any action in court of law is brought against the AAI or an officer of agent of the AAI for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence of the part of the contractor, his agent, representatives or his sub-contractors, workman, suppliers or employees, the contractor shall in all such cases indemnify and keep the AAI and/or his representative, harmless from all losses damages expenses or decrees arising out of such action.

13. INDEMNITY:

Bidder firm shall be responsible for compliance with all requirements under the laws and shall protect and indemnify AAI completely from any claims/penalties arising out of any infringement by bidder firm or its workmen/employees or its associates or from any other person(s) or bodies/companies etc.

14. CORRUPT PRACTICES:

The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the purchaser any gift or consideration of any kind as an inducement or reward for doing or fore-bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the AAI. Any breach of the aforesaid condition by the contractor, or any one employed by him or acting on his behalf whether with or without the knowledge of the contractor, the commission of any offense by the contractor or by any one employed by him or acting on his behalf shall entitle the AAI to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of this contract.

15. INSOLVENCY AND BREACH OF CONTRACT:

The AAI may, at any time, by notice in writing summarily determine the contract without compensation to the contractor in any the following events, that is to say:

- i. If the contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitles the court or Debenture- holders to appoint a Receiver, Liquidator or Manager or;
- ii. If the contractor commits any breach of the contract not herein specifically provided for, provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the AAI and provided also the contractor shall be liable to pay to the AAI for extra expenditure he is thereby put to and the contractor shall under no circumstances be entitled to any gain on re-purchase.

16. BYE-LAWS

The Contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works to be carried out/services to be provided and shall be responsible for payment of all fees and other charges and the giving and receiving of all necessary notices and keep the Technical In-charge informed of the said compliance with the Bye-laws, payment made, notices issued and received.

17. SUFFICIENCY OF TENDER

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works to be carried out /services to be provided and of the rates and prices quoted in the Schedule of works to be carried out / services to be provided which rates and prices shall, except as otherwise provided, cover all his obligations under the contract, and all matters and things necessary for the proper completion and maintenance of the works to be carried out / services to be provided.

18. SUBCONTRACTING:

The work shall not be subcontracted. The Firm shall be fully responsible for meeting all the specifications and quality parameters as stipulated in the contract.

19. ALTERNATIVE PROPOSALS BY BIDDERS:

- i. Bidder shall submit offer that fully complies with the requirements of the bidding documents, including the conditions of contract, basic technical design as indicated in the specification part. Conditional offers or alternative offers will not be considered in the process of bid evaluation.
- ii. The bid is liable for rejection/cancellation, if information provided is found to be false at any stage. Besides this, the earnest money / performance bank guarantee is liable to be forfeited & the bidder is liable to be debarred.

20. INABILITY TO PERFORM CONTRACT:

Should the contractor's preparation for the commencement of the work, or any portion of it or his subsequent rate of progress, be from any cause whatsoever, so slow that in the opinion of the AAI, the contractor will be unable to complete the work or any portion thereof as agreed upon, or should he not have the work ready for delivery in conformity with the contract or should he neglect to comply with any directions given to him by the AAI, or in any respect fail to perform the contract at the end, in which case the contractor shall be liable for any expenses, loss or damage which the AAI may incur or sustain by reason of, or in connection with the contractor's default.

21. FORECLOSURE OF CONTRACT

AAI may decide to foreclose the contract due to any reasons whatsoever at any time after acceptance of the Bid. In such circumstances AAI may decide to abandon or reduce the scope of the work which is no more required to be executed. In such case AAI shall give 30 days' notice in writing to that effect to the Contractor. It will be binding on the Contractor to act as per the direction of the AAI.

22. TERMINATION OF CONTRACT

- (i) If AAI considers that the performance of the Contractor is unsatisfactory or not up to the

expected standard, the AAI shall notify the same to the Contractor in writing and specify in detail the cause of such dissatisfaction. The AAI shall have the option to terminate the contract by giving 60 days' notice in writing to the Contractor if the 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.

- (ii) 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 the hirer.
- (iii) The contract can be terminated by issuing 60 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.
- (iv) Upon termination, under and with reference to this clause, the Contractor shall be entitled to be paid for the actual work 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, materials or facilities or for any loss in the profit or anticipated profit of the Contractor.
- (v) If at any stage during the period of execution of the 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.
- (vi) 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.

23. DISPUTE RESOLUTION:

- i. If a dispute of any kind whatsoever arises between AAI and the Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Bid Manager or his nominee, the matter in dispute shall, in first place be referred to the HOD (OPS), AAI Raipur Airport. He shall activate the dispute resolution mechanism to resolve the dispute in question. Any party may invoke arbitration clause, if dispute in question is not settled by the Dispute resolution mechanism.
- ii. Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and AAI shall give effect forthwith to every decision of the Manager or his nominee unless and until the same shall be revised, as hereinafter provided, by the Dispute Resolution Mechanism or in an Arbitral Award.

- iii. Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The single Arbitrator for settlement of any dispute with regard to this contract shall be appointed by the Chairman AAI. The arbitration resolution shall be final and binding upon the parties and judgement may be entered thereon, upon the application of either party, by any court having jurisdiction.
- iv. Indian laws shall govern this contract.

24. FORCE MAJEURE CLAUSE:

- v. AAI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed therein being followed.
- vi. Force majeure means unexpected circumstances such as an act of God (any natural calamity like earthquakes, floods, storms, etc.); acts of states; act of war (declared or un declared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage; any hostilities, national emergencies, civil commotions, agitations, boycott, strikes etc. (only those which exceed a duration of ten continuous days) that can prevent the contractor from fulfilling their obligation under the contract.
- vii. The Contractor's right to an extension of the time limit (not exceeding the period during which relative performance was affected by the Force majeure Event) in above mentioned cases is subject to the following procedures:
 - a) The firm / contractor has to inform AAI in writing (give notice) of Force Majeure (FM) as soon as it occurs (not later than 10 days) requesting for extension of time. The Force Majeure cannot be claimed ex-post facto.
Notice shall include nature, time of occurrence and extent of force majeure event. Contractor shall produce evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities. Notice shall also include the measures.
 - b) Contractor proves that the said conditions have actually interfered with the carrying out of the Contract.
 - c) Contractor proves that the delay occurred is not due to his own action or lack of action.
- viii. Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.
- ix. The Contractor shall use all reasonable endeavors, acting as a reasonable and prudent person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the

Contractor claiming Force Majeure if it fails to use such reasonable endeavors during or following any such event of Force Majeure.

- x. The Contractor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.
- xi. The Contractor shall notify AAI when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance of its obligation under this Agreement as soon as possible after such termination or abatement and upon resumption shall notify AAI of the same in writing.

Costs: Each party shall bear its costs, if any, incurred as a consequence of the Force majeure Event.

25. CONTRACT AGREEMENT

All Terms & Conditions of the Bid, as mentioned above and Award Letter/ Work Order/Sanction Order placed on successful Bidder or any other relevant letter, shall form the part of the agreement to be made with the AAI.

The contract agreement shall be executed on a non-judicial Chhattisgarh e- Stamp Paper of value Rs.100/- as per AAI format within one month from the date of award of work and cost of the same shall be borne by the contractor.

26. NOVATION CLAUSE:

The contract period is 03 years or the date of transfer of the airport under the PPP mode / O&M contract. The contract may be terminated with a termination notice of 30 days without any liabilities to AAI on account of anything else what so ever.

Obligations relating to Transfer

"The Authority agrees that during the Contract Period, in the event the Authority transfers the rights to operate and maintain the Airport to a third party(s), the Authority shall ensure that;

The Authority shall cause to transfer/novate this Agreement, in favor of such third party, on the principle that such transfer/novation would release Authority of all liabilities and obligations 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; and

The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Contractor shall be vested in such third party."

27. DEFECT AND JURISDICTION OF CONTRACT:

The law applicable to this contract shall be the law enforceable in India. The Honorable Courts of Chhattisgarh shall have exclusive jurisdiction in all matters arising under this contract.

Sd/-

HOD (Operations)
For Airport Director
AAI, S.V. Airport, Raipur
Chhattisgarh-492015

SECTION – B

DEFINITIONS

- 2.0 "AAI" means the "Airports Authority of India".
- 2.1 "Chairman" means the "Chairman", Airports Authority of India or his successors.
- 2.2 "Bidder/Tenderer" means the individual or Firm who participates in this tender and submit their Bid.
- 2.3 "Bid Manager" means the AAI executive responsible for signing all documents from AAI side and shall coordinate all the activities of the project with the Bidder / Contractor.
- 2.4 "Contractor" means the individual or Firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such Firm or company or the successor of such Firm or company and the permitted assigns of such individual or Firm or Firms or company.
- 2.5 "HOD(Operations)" means the GM/Jt.GM/Dy.GM/Asst.GM/Sr. Manager/ Manager/Asst. Manager/JE in Operations department who shall supervise and be in charge of the work at each site.
- 2.6 "Work In-charge" means Chargeman of Operation Dept. who shall depute and supervise the work to the Driver.
- 2.7 "Office In-charge" means the GM/Jt.GM/Dy.GM/Asst.GM/Sr. Manager/ Manager/Asst. Manager/JE of Operations Dept. who shall supervise the work at each site.
- 2.8 "Work" means unless be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- 2.9 "Site" means the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- 2.10 "Providing Services" means providing of manpower for performing BA test at airport premises as decided by HOD(Operations).
- 2.11 "Acceptance of Tender/Bid" means the Letter of Memorandum communicating to the Contractor regarding acceptance of his Tender/Bid. This includes an advance acceptance of his Tender/Bid.
- 2.12 "Purchaser" shall mean the Airports Authority of India which term also includes their successors in law.
- 2.13 Stores to be supplied at: - As per name of consignee mentioned in Tender/Bid document/Supply Order.
- 2.14 "The Inspecting Officer" means the persons, Firm or department authorized by the Purchaser to inspect the stores on his behalf. This includes Representatives of the inspecting officers so nominated.

- 2.15 "Specifications" means a specification accepted or approved by the Purchaser for compliance by the Contractor.
- 2.16 "Day" means a day starting from 0000 hrs. to 2400 hrs.
- 2.17 "Month" means a calendar month or a cycle month depending on the date of commencement of the contract. For all prorata calculation, the number of days considered in a month will be 30.
- 2.18 "The Award Letter/Work Order" means the order placed on Contractor/Firm for execution of works.
- 2.19 "Contract" means the invitation to tender, instructions to Bidders, Tender, Agreement/acceptance of Tender particular and the general and special conditions specified in the acceptance of tender and include a repeat order, which has been accepted or acted upon by the Contractor.
- 2.20 "The Contract Price" means the price payable to the Contractor under the Award Letter/Work Order for the full and proper performance of its contractual obligations.
- 2.21 "Non-responsive Bid" means a Bid, which is not submitted as per the instructions to the Bidders or Earnest Money Deposit has not been attached, or the required data has not been provided with the Bid or incomplete Bids or intentional errors have been committed in the Bid.

SECTION - C
GENERAL CONDITIONS OF CONTRACT

- 3.0 Not more than one Tender/Bid shall be submitted by a Bidder. Not more than one concern in which an individual has interest as Proprietor and/or Partner and/or Director shall submit Tender/Bid for the execution of the same work. If they do so, all such Tenders/Bids are liable to be rejected.
- 3.1 No single Firm shall be permitted to submit two separate Tender/Bid application.
- 3.2 The right to accept the Tender/Bid in full or in part / parts will rest with AAI. The Tenderer/Bidder is bound to perform the contract at his quoted rates. However, AAI does not bind itself to accept the lowest Tender/Bid and reserves itself the authority to reject any or all the Tenders/Bids received or cancel the Tender/Bid without assigning any reason thereof. No claim whatsoever will be entertained on this account.
- 3.3 The submission of a Tender/Bid by a Bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done and of conditions and local conditions and other factors bearing on the execution of the nature of specified job.
- 3.4 Canvassing in connection with Tender/Bid is strictly prohibited and the Tenders/ Bids submitted by the Bidders who resort to canvassing will be liable to rejected.
- 3.5 On acceptance of the Tender/Bid, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Chairman, AAI or his authorized representative, which shall be communicated to the AAI.
- 3.6 Notification of Award of contract will be made to the successful Bidder by the Accepting Authority. The contract will normally be awarded to the technically qualified and responsive Bidder offering lowest evaluated Bid conforming with the requirements of the specifications and Bid documents. The Accepting Authority shall be the sole judge in this regard.
- 3.7 A responsive Bidder is one who submits priced Tender/Bid and accepts all Terms & Conditions of the Bid documents and specifications without any modifications.
- 3.8 Bidders shall submit a responsive Bid, failing which his/her Tender/Bid will liable to be rejected.
- 3.9 All rates shall be quoted in Financial Bid only. Conditional Financial Bid shall be rejected.
- 3.10 The Bidders shall quote their rates in international numerals. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided under this contract will be English. The Bidders should quote only in Indian Rupees and the Bids in currencies other than Indian rupees shall not be accepted.
- 3.11 The Bidders shall duly attest all corrections, cancellation and insertions made in the Tender/Bid documents.
- 3.12 The Bidder's offers shall be with reference to section and clause numbers given in the Tender/Bid schedules.
- 3.13 All the Tenders/Bids in which, any of the prescribed conditions are not fulfilled/ incomplete in any respect are liable to be rejected.

3.14 The Bidders shall not be permitted to Tender/Bid for works in AAI, in which his near relative is posted as officer who is responsible for award and execution of contracts. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in AAI.

Note:- The term 'near relative' means wife, husband and parents, grandparents, children, grand-Children, brothers, sisters, uncle, aunty and cousin and their corresponding in laws.

3.15 The Bidders shall furnish a Declaration that none of their near relatives is posted in AAI as officer responsible for award and execution of this particular Tender/Bid/Work as per Annexure-I.

3.16 No Gazetted officer employed in an any Department of Government of India or AAI is allowed to work as Contractor or his representative, for a period of two years of his retirement from the Government/ AAI Service, without the prior permission of the Government of India / AAI. The contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who had not obtained the permission of the Government of India / AAI as aforesaid before submission of the Tender/Bid or engagement in the Contractor's service.

SECTION - D
SPECIAL CONDITIONS OF CONTRACT

4.0 Scope of Work - The scope of work shall be as under: -

i)	<p>1. Deployed Manpower shall be the Medical Personnel who should have either of the following qualifications:</p> <ul style="list-style-type: none"> i. Doctor holding MBBS degree ii. The following 'Allied Health and healthcare professionals' as per the National Commission of Allied and healthcare professions Act 2021: <ul style="list-style-type: none"> a. Emergency Medical Technologist b. Advance Care Paramedics c. Operation Theatre Technologist d. Anesthesia Assistants and Technologists iii. All professionals registered under the Nursing Council of India iv. All professionals registered under the Pharmacy Council of India
ii)	Should always be in proper formal dress code with Shoes in airport premises.
iii)	Should report to the authorized personnel of AAI as per the instructions issued by HOD (Operations)
iv)	BA TEST shall be conducted both in Air side and City side, following all regulatory and statutory Rules and Regulations as per DGCA Guidelines.
vi)	Shall ensure all Log Book entries regarding BA Test conducted in register provided and duty details.
vii)	Should be courteous with all AAI and other User Agency Staff.
viii)	Should perform duty in the other area within the aerodrome premises, if required, on the instructions of AAI authorized personnel.
ix)	<p>Timings: Manpower deployed shall be on 8 hours shift duty on 07 days a week, irrespective of Sundays/closed holidays, during the entire currency of contract. One weekly off will be provided to the deployed staff.</p> <p>The duty Timings of hired manpower shall be according to operational shift of the Airport and site requirements, which is subject to change and shall be decided by AAI, depending on requirement through duty roster.</p>
x)	The scope of work however excludes supply of all kinds of equipment's & Machinery, Tools, Spares, and Consumables etc. which shall be provided by AAI.
xi)	Co-ordination with all departments of AAI and any other agency/firm to maintain the operational area at Raipur Airport as per requirement and also not to damage any AAI property.
xii)	Any other similar works as specified and instructed by the HOD Operations.
xiii)	AAI reserves the right to carry-out any part of work covered in the contract and in such cases the decision of work-in-charge will be final and binding on the firm.
xiv)	The manpower deployed shall adhere to the instructions of HOD (Operations)
xv)	The work on day-to-day basis shall be supervised and monitored by AAI officials, so as to ensure safe aircraft operations.
xvi)	The deployed manpower shall carryout the work strictly as per the duty assigned by the HOD(Operations) from time-to-time, failing which AAI shall be empowered to carry out such works (after serving Notice in this regard) through any other Agency at the risk & cost of the contractor. The decision of the HOD(Operations) shall be final & binding on the contractor in this regard.

xvii)	The deployed manpower on charting through randomizer basis has to undergo Breathe Alcohol Analyzer (BA) Test at AAI's premises while performing duty inside the operational area of the Airport and follow necessary SOP/Guidelines of the Airport in this regard. On being found positive in BA test, the said manpower will not be allowed to work in the Airport premises and the contract shall have to provide suitable replacement at their own cost to cover the site requirements.
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4.1 Minimum Requirement/ Qualification(s)

i. The contractor shall depute 05 Highly Skilled Manpower as mentioned below: -

Highly Skilled Manpower	05 Nos.	<ol style="list-style-type: none"> 1. the Medical Personnel who should have either of the following qualifications: <ol style="list-style-type: none"> a. Doctor holding MBBS degree b. The following 'Allied Health and healthcare professionals' as per the National Commission of Allied and healthcare professions Act 2021: <ol style="list-style-type: none"> i) Emergency Medical Technologist ii) Advance Care Paramedics iii) Operation Theatre Technologist iv) Anesthesia Assistants and Technologists c. All professionals registered under the Nursing Council of India d. All professionals registered under the Pharmacy Council of India
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ii. The contractor shall deploy a minimum of four (04) personnel on duty on all days of the month to meet the operational requirement. In order to ensure uninterrupted service coverage during weekly offs, leave, or rest days of the deployed personnel, an additional fifth (05th) manpower shall be provided as a reliever. The reliever shall be deployed as required to maintain the stipulated strength of four (04) personnel at all times.

iii. If any deployed manpower under the contract engaged is found to be not suitable for the job, the contractor has to remove such contract manpower immediately and depute a substitute in his place within the notice period of three days. In this regard, the decision of the HOD(Operations), Raipur Airport shall be final and binding on the contractor.

iv. In case of leave of any deployed manpower, a substitute has to be arranged by the contractor having required qualifications and experience.

v. The contractor has to follow the local security/safety rules & regulations and such instructions on restricted hours of work as may be imposed on him by the department / local authorities, while working in security restricted zones and no claim whatsoever on account of this, will be entertained.

vi. The contractor has to deploy their staff to run the system on all days including Sundays and Gazette holidays in shift as per BOQ for which nothing extra shall be paid. Contractor has to submit the details of staff such as, qualification documents and experience letters of the staff, their CV and passport size colored photograph along with copy of police verification (not older than six months on the date of start of work) before engaging them on work. All the documents should be self-attested by each worker and signed and stamped by contractor/ agency. The

decision of office-in-charge, to accept or reject any candidate on the basis of lack of experience, qualification, lack of skills required for job, will be final and binding upon the Agency.

4.2 Documents / Records to be maintained by the Contractor

The Contractor shall be responsible to maintain required documents / records, forms/registers under the Contract Labour (Regulation and Abolition) Act, 1970 and other statutory requirements for the manpower deployed under the contract.

4.3 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 Labor & Employment, Government of India), during the relevant period of contract.
- ii. The manpower shall be categorized under "CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS...." as notified by the Ministry of Labor & Employment, Govt. of India, under "Skilled" category (Raipur Airport is classified as "B" Area).
- iii. As per the order No. Filc No. 1 /6(1)/2025-LS-II, dated 28.03.2025 issued by the Ministry of Labour & Employment, Government of India, the minimum rates of wages showing the basic rates and Variable Dearness Allowances payable w.e.f 01.10.2025 will be as under: -

Sl. No.	Category of Worker	Rates of wages including VDA per day
		'B' Area
1	Highly Skilled	₹ 981

As per the above Order, Raipur Airport is classified under "B" Area for the purpose of Minimum Wages.

- iv. The Contractor has to pay prevailing minimum wages, as stipulated by the Govt. of India, from time to time.
- v. Minimum wages shall be paid to the manpower by the contractor as stipulated by State / Central Govt., whichever is higher based on prevailing minimum wages during the relevant period of contract.

4.4 Reimbursement

- i. On revision of Minimum Wages by the Ministry of Labor & Employment, Government of India, the difference in Minimum Wages paid to workmen plus difference of mandatory contribution by contractor towards EPF (due to increase in Minimum Wages) shall be reimbursed to the contractor on submission of documentary evidence. However, no additional amount such as Contractor's premium/profit is admissible.
- ii. Any additional duty hours performed shall be reimbursed on pro-rata basis after submission of documentary proof for the same. The deployed manpower shall get prior permission from HOD(Operation) before performing any such additional duty hours.

4.5 Penalty Clause

- i. The deductions/ penalty shall be levied as per applicable GEM SLA (Service Level Agreement).
- ii. In case of non-reporting of Manpower, per day deduction shall be made for the period of absence. Payment shall be made on actual working days only.

4.6 **Defaults & Recoveries**

The Contractor has to deposit PF as mentioned in above Para's to their manpower regularly, failing which recovery / withheld @ 27% against PF respectively from their R/A Bills shall be made.

4.7 **Mobilization Period**

The Contractor shall provide the Manpower within a mobilization period of 30 (Thirty) days from the date of issue of Award Letter/Work Order/Sanction Order. However, immediate deployment/ extension of above can be considered, at the sole discretion of the AAI on the merit of the case. Obtaining necessary clearances from BCAS / other authority within 30 days will be sole responsibility of agency.

4.8 **Deviations/Extra Items**

AAI may increase/decrease total quantities up to 25% of the tendered quantity but within the overall deviation limit of 25% of the contract value during the period of contract including extended period, depending on its requirement, on the same rates, terms & conditions as stipulated in the contract and the same shall be obligatory and binding on the Contractor. Any variation in quantity beyond this will be mutually agreed upon by the AAI and the Contractor.

4.9 **Payment**

The AAI shall make the payment within prescribed timelines as per GeM, only after submission of invoices in GeM Portal after delivery of the satisfactory service at site by the Contractor. 'Consignee's-Receipt-cum Acceptance-Certificate' (CRAC) issued by officer in-charge for Service Delivery Acceptance, shall form the basis of payments to the Seller.

- (i) The payment shall be made as per the financial quotes submitted by the Contractor through GeM Portal and accepted by the AAI.
- (ii) No advance payment shall be made to the Contractor. Payment will be made within prescribed timelines as per the payment process flow upon submission of Invoice, complete in all respects. Delay on account of improper Invoice/documents shall be attributed to Contractor.
- (iii) The Contractor shall submit the monthly hire bills in duplicate along with attendance sheet duly counter signed by Work In-charge/EIC, EPF Challan copy, Documentary proof of monthly salary paid to each manpower as per prevailing minimum wages at the time of submission of bills for necessary payment by AAI. Bill for subsequent month will be paid only after submission of certificate of disbursement of wages of previous month as specified in GeM SLA.
- (iv) Payment would be released after adjusting any adjustments / withholdings / recoveries towards liquidated damages / compensation for delay, if any which the firm might have rendered them liable as per provision of contract. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Contractor shall not have any objection on the same.
- (v) Payment will be made through RTGS/ Online bank transfer/GeM Pool Account (GPA) only, in no circumstance cash/ cheque payment will be made.
- (vi) Income Tax or any other taxes as applicable from time to time shall be deducted as per provisions of the Act from the Bill of Contractor and shall issue requisite TDS certificate.
- (vii) The copy of GST Certificate, PAN and Bank Mandate / Cancelled Cheque should be submitted

for new vendor registration, before payment.

(viii) The GSTIN of AAI (22AAACA6412D1ZI) and the GSTIN of Bidder must be mentioned on Invoice.

(ix) No claim on account of penalties, interest etc. if any levied by statutory authorities on account of non-compliance of provision of GST shall be entertained.

(x) During currency of the contract, any change in the GST rate, as notified by the Govt. of India from time to time shall be applicable.

(xi) In the event of any dispute on this account, the decision of AAI shall be final and binding on the Contractor.

(xii) Trade Receivable Discounting System (TReDS): Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. Airports Authority of India (AAI) is already registered on the following TReDS service providers' platform:

M/s. Mynd Solutions Private Limited (Mynd), New Delhi.

Further, MSME Bidders are requested to kindly register on the TReDS service provider platform. The MSME vendors can avail the TReDS facility, if they want to.

xiv) Penalty

- i. The availability of Medical Personnel during the stipulated hours is mandatory and non-negotiable. In case of non-availability of the aforesaid Medical Personnel during period as mentioned in Para 4.5 ii) will attract the penalty from the running/upcoming bills.
- ii. The payment of wages should be made to the employed Medical Personnel in their account through RTGS/ NEFT/ Cheque by the 07th of every successive month. Delay in the payment to staff/employee after the stipulated date by the contractor will attract penalty as mentioned below.
- iii. The following penalties will be imposed on the Contractor for the breach of any of the following conditions of the contract and these penalties will be treated as final.

Sr. No.	Type of work / quantity	Penalty
1	Late Reporting of personnel/ Absence in duty due to non-issuance of pass due non-clearance of the security clearance/security program.	Rs.200/- per person
2	Change of personnel without prior permission.	Rs.500/- per person

3	Leaving duty place / absents without permissions	Minimum wages + Rs.200 per day per person
4	Not behaving properly while on duty	Rs.500/- per person
5	Delay in payment to the employee after 7th of the month	Rs. 100/- per day per employee after 7th of the month

4.10 Taxes & Other Charges

Income Tax or any other taxes as applicable from time to time shall be deducted as per provisions of the Act from the Bill of Contractor and shall issue requisite TDS certificate.

4.11 Goods & Services Tax (GST)

- i. The service covered by this contract falls under the scope of GST and the Contractor shall be fully responsible for meeting all the statutory obligations in respect of GST.
- ii. The copy (self-attested) of GST Certificate should be submitted before the submission of a first invoice or monthly bill. The GSTIN of AAI and the Bidder must be mentioned on each Invoice/Bill.
- iii. No claim on account of penalties, interest etc. if any levied by statutory authorities on account of non-compliance of the provision of GST shall be entertained.
- iv. In case of non-compliance of GST provisions and blockage of any input credit, Bidder shall be responsible to indemnify Airports Authority of India.
- v. Bidder shall pass all input credits to AAI.

4.12 Accident / Damages / Claims / Liabilities

- i. 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.
- ii. In the event of any dispute, the decision of AAI shall be final and binding on the Contractor.

4.13 Workman's Compensation Insurance

- i. AAI will not be responsible for any injury sustained by Contractor's workers during the performance of their duties and also any damages or compensation due to any dispute between him/her and his/her workers.
- ii. Without prejudice to the Contractors liabilities and indemnity clause and associated clauses of the Bid 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 Chhattisgarh 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 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 Bid Document.
- iii. The details of insured manpower (beneficiaries) along with copy of insurance policy is to be submitted with R/A bills for record purpose without which R/A bill will be withheld till the submission of insurance policy for which contractor shall be responsible. AAI will not be responsible for payment of any due charges to contractor for such cases.

4.14 Medical Insurance

Wherever ESI is not applicable, agency shall take a group of Medclaim policy covering health care of minimum Rs.2 lacs/ annum for each employee. This shall be not be reimbursed from AAI, and contractor shall pay the insurance amount from his profit.

4.15 Contractor's Obligations & Liabilities

- (i) On receipt of Award Letter / Work Order for providing Manpower, 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 Firm / Company Certificate	BCAS	Firm / Company	rendering services in the operational area of Airport.
2.	Security program	BCAS	Firm / Company	rendering services in the operational area of Airport.
3.	Character & Antecedent Verification Certificate	State Police Dept.	Deployed staff	obtaining Aerodrome Entry Pass.
4.	Aerodrome Entry Permit	AAI / BCAS	Deployed staff	entry into Airport premises.

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.

- (ii) Security related information

The Contractor shall fulfil the following requirements which are mandatory for obtaining Aerodrome Entry Permits (AEPs) prior to the commencement of operations at Raipur Airport:

- a. The Contractor shall obtain Security Clearance (through E-Sahaj portal of Govt. of India/link via BCAS website) for the Company from Bureau of Civil Aviation Security (BCAS).
 - b. The Contractor shall obtain the approval of Entity's Security Programme from e-BCAS portal.
 - c. The Contractor shall undertake Police Background Checks of the employees recruited and obtain Police Verification Certificate (PVC) from concerned Police Commissioner in respect of their employees (PVC obtained by the individual prior to the employment is not valid). Background checks shall be conducted at all the places of the applicant's residence in the previous one year and of his criminal history, if any.
 - d. After obtaining Police Verification Certificate, the Contractor shall ensure that their employees shall attend one-day AVSEC Awareness Training conducted by online mode and necessary ADP trainings conducted in AAI's premises.
- (iii) The service provider shall furnish statement of amount paid for the month to the manpower deployed along with Transaction details and bank account from which the payment has been made. Service Provider shall furnish copy of bank statement in support of amount paid as and

when required by Buyer. In case the service provider/contractor fails to pay the wages on time or make short-payment, the principal employer/buyer shall pay the wages to the contract labour directly and recover the amount from the service provider/contractor. Payment to the manpower resources by the service provider shall be made through bank transfer only, in no circumstances cash payment shall be made.

- (iv) The Contractor shall be solely responsible for the payment of minimum Wages, Over Time, emoluments on account of National Holiday/Labour Day and other dues etc. to the Manpower deployed by him, on time, 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 such Manpower.
- (v) The Contractor shall submit a copy of Workman's Insurance Policy taken for its Manpower and renew the same from time to time throughout the currency of the contract.
- (vi) The Contractor shall, on award of the contract, shall submit Minimum Wages Affidavit executed on a non-judicial Chhattisgarh stamp paper of Rs.100/- and duly attested by Notary Public, as per Annexure-IV.
- (vii) It shall be the sole liability of the Contractor 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.
- (viii) 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, the Employees Liability Act 1938 and other relevant Acts, Rules and Regulations, instructions etc. issued / enforced from time to time.
- (ix) 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.
- (x) 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.
- (xi) Service & Support: After Award of Work, the Contractor shall intimate contact details of their local Representative/Supervisor such as Name/Designation/Mobile No./ Email ID/Postal Address etc. along with ID proof, who shall co-ordinate with AAI for efficient rendering of services and liaising with AAI/BCAS (Airport entry permit/ADP etc.)

4.17 **Period of Contract**

The contract shall be valid for an initial period of 03 (Three) years, further extendable by another 01 (one) Years with approval of Competent Authority, on the same rates, terms & conditions on satisfactory performance and mutual consent, which is at the discretion of AAI.

All other Terms & Conditions shall be as per GTC/ SLA of GeM. However, in case of any discrepancy in GTC/ SLA of GeM and this document, the terms & conditions of this document shall prevail.

UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF BID
(To be furnished on Company's Letter-Head)

To
The Airport Director
Airports Authority of India
Raipur Airport
Chhattisgarh – 492015

NAME OF WORK: Job Contract for Provision of 5 Nos. Medical Personnel for conducting the Breath Analyzer (BA) Test at S.V. Airport, Raipur for a period of Three year (1095 days) through GeM portal.
Sir,

1. I/We have downloaded the AAI Bid documents from GeM portal for the above-mentioned work, inspected the sites and read the entire Terms & Conditions contained in the Bid documents, which shall form part of the contract agreement, and I/We shall abide by the same.
2. I/We hereby unconditionally accept(s) the Terms & Conditions of AAI Bid documents in its entirety for the above work.
3. The contents of the clauses of AAI Bid documents have been noted wherein it is clarified that after unconditionally accepting the Bid conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on quoted rates if any) in the Bid, and the same has been followed in the present case. In case, this provision of the Bid is found violated after opening of Price Bid, I/we agree that the Bid shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money Deposit.
4. 'That I/We declare that I/We have not paid and will not pay any bribe to any official of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any official of AAI asks for bribe / gratification, I will immediately report it to the Appropriate Authority in AAI'.
5. I/We do hereby declare and state that none of my/our near relatives is posted in AAI as officer responsible for award and execution of this particular Bid/work and that no employee of AAI is a Director / Proprietor / Partner or holding any other post in my/our Company/Firm. I/We further undertake to intimate the names of persons, if any who are working with me / us in any capacity or are subsequently employed by me / us and who are near relatives to any officer in AAI.
6. I/We hereby submit the required Earnest Money Deposit amounting to INR 1,24,190/- (Rupees One Lakh Twenty four Thousand One Hundred Ninety Only) to be submitted as per the provisions of AAI Bid documents for the above-mentioned work (Not Applicable for Bidders who are exempted from paying EMD as per guidelines of Government of India).

Thanking you,

Yours faithfully,

(Signature of the Bidder/Authorized Signatory)
with Company's Seal

**UNDERTAKING FOR NOT HAVING BLACKLISTED/DEBARRED BY
GOVT. ORGANISATION/PSU**

(To be furnished on Company's Letter-Head)

To
The Airport Director
Airports Authority of India
Raipur Airport
Chhattisgarh – 492015

NAME OF WORK: Job Contract for Provision of 5 Nos. Medical Personnel for conducting the Breath Analyzer (BA) Test at S.V. Airport, Raipur for a period of Three year (1095 days) through GeM portal.

Sir,

In compliance with the Bid requirement for the above-referred work, I/We (Name & Designation of Bidder/Authorized Signatory) on behalf of (Name of Company/Firm) do here by solemnly affirm and declare as follows:-

1. Our Company/Firm is not restrained / debarred / blacklisted by AAI or Central / State Govt. Depts. / PSUs / World Bank / ADB etc. and the debarment is not in force as on last date of submission of Bid.
2. None of Proprietor / Partners / Board Members / Directors of M/s..... (Name of Company/Firm) has remained Proprietor/Partner/ Board Member / Director in any Company/Firm which stands debarred / blacklisted by AAI or Central / State Govt. Depts. / PSUs / World Bank / ADB etc. and the debarment is not in force as on last date of submission of Bid.
3. I/We undertake that, our Company/Firm possess the required tools, plants, skilled manpower, etc. for execution of work as per scope of the Bid.
4. I/We also undertake that no part of the scope of work shall be sublet or outsourced to any third party without written consent from AAI.
5. I/We undertake that, our Company/Firm or its Partners or its Directors or Sole Proprietor do not have any outstanding dues payable to the Airports Authority of India.
6. I/We undertake that the complete responsibility to carry out the works and their completion as per scope of the Bid, shall be of our Company/Firm only.
7. I/We undertake that, our Company/Firm or our subsidiary Company/Firm or our parent Company/Firm has not submitted alternate or partial Bid(s).
8. Our Company/Firm understands that at any stage, if above statements are found to be false, our Company/Firm shall be liable for debarment from Bidding in AAI, apart from any other appropriate contractual legal action including debarment / blacklisting, termination of the contract etc. as deemed fit.

Thanking you,

Yours faithfully,

(Signature of the Bidder/Authorized Signatory)
with Company's Seal

POWER OF ATTORNEY
(To be Submitted, if applicable)

(Bidder shall submit irrevocable Power of Attorney on a non-judicial stamp paper of Rs.100/- signed by authorized signatory as per Memorandum of Articles authorizing the persons, who are signing this Bid on behalf of the company).

BY THIS POWER OF ATTORNEY executed on _____ We, M/s _____, having its Registered Office at _____ (hereinafter referred to as the "Company") do hereby severally appoint, constitute and nominate Mr/Ms/Mrs _____, official(s) of the Company, so long as they are in the employment of the Company (hereinafter referred to as the "Attorneys") to sign agreement and documents with regard to Bid No. _____ due on _____ (Date) invited by Airports Authority of India, Raipur Airport for "NAME OF WORK: Job Contract for Provision of 5 Nos. Medical Personnel for conducting the Breath Analyzer (BA) Test at S.V. Airport, Raipur for a period of Three year (1095 days) through GeM portal" and to do all other acts, deeds and things the said Attorneys may consider expedient to enforce and secure fulfilment of any such agreement in the name and on behalf of the Company.

AND THE COMPANY hereby agrees to ratify and confirm all acts, deeds and things the said Attorneys shall lawfully do by virtue of these authorities hereby conferred.

IN WITNESS WHERE OF, this deed has been signed and delivered on the day, month and year first above written by Mr/Ms/Mrs _____ Authorized Signatory, duly authorized by the Board of Directors of the Company vide its resolution passed in this regard.

By Order of the Board

Authorized Signatory
(Owner/Proprietor/MD/CEO etc.)

Attorney Signature of Mr/Ms/Mrs _____
(Official of the Company with Name & Designation)

(Attested)

Authorized Signatory
(Owner/Proprietor/MD/CEO etc.)

Witness (Signature with Name & Mobile No.):

- 1.
- 2.

MINIMUM WAGES AFFIDAVIT

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

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 Raipur 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.

GST UNDERTAKING

- i. I/We..... (Name & post of authorized signatory) on behalf of (Name of bidder) do hereby solemnly declare the following.
- ii. That our firm has been registered under GST having registration no..... and fully compliant of GST provisions.
- iii. That in case of non-compliance of GST provisions and blockage of any input credit, our firm shall be responsible to indemnify Airports Authority of India.
- iv. That all input credits have been passed on to AAI by our firm.

Signature.....

Name of the authorized Signatory of the bidder.....

Date.....

Seal.....

AAI BANK ACCOUNT DETAILS



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA



Date : 26.08.2022

TO WHOMSOEVER IT MAY CONCERN

The Bank Details for AIRPORTS AUTHORITY OF INDIA, Raipur in which payment is to be made is as follows :-

1.	Account Name	AIRPORTS AUTHORITY OF INDIA
2.	Account Number	31846309776
3.	Currency	INR
4.	Branch	MANA, RAIPUR (13657)
5.	IFS Code	SBIN0013657
6.	PAN	AAACA6412D
7.	GSTIN	22AAACA6412D1ZI

Bank Certificate

We confirm that the details given above are correct as per our records.

Dinesh
Dinesh Kumar Barik
(A. G. M. - Finance)
सहायक महाप्रबंधक (वित्त एवं लेखा)
Asst. General Manager (F&A)
भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India
स्वामी विवेकानन्द एयरपोर्ट, रायपुर
Swami Vivekananda Airport, Raipur

Dinesh Kumar Barik

Signature, Code & Stamp of
Authorised Bank Official

Date : 26.08.2022

Place : RAIPUR

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

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

To

The Airports Authority India

1. In consideration of the Airports Authority 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 _____ 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) from a Nationalized Bank 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 fulfillment 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 indemnified 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 extent 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 Contracts 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.

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 currency 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.

7. Address of Regional / Controlling branch of the issuing branch of bank Guarantee is -----

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 _____

Note:

*For Proprietary Concerns

Shri _____ son of _____ resident of _____
_____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

For Partnership Concerns

1. Shri _____ son of _____ resident of _____

2. Shri _____ son of _____ resident of _____ carrying on business in co-partnership under the name and style of _____ at _____ (hereinafter collectively called "the said contractor" which expression shall unless the context requires otherwise include each of them and their respective heirs, executors administrators and legal representatives).

For Companies

M/s _____ a Company registered under the Companies Act, 1956 and having its registered office in the State of (Hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

REQUEST LETTER - TRANSMISSION OF BANK GUARANTEE COVER MESSAGE

(To be submitted by Bidder to BG Issuing Bank)

Date:

The Manager,
(Bank),
(Branch),

SUB: Inclusion of Unique Identifier Code of AAI while transmitting BG Cover messages where beneficiary bank is ICICI Bank (IFSC: ICIC0000007).

Dear Sir/Madam,

I/We, , request you to include unique identifier 'AAI RAIPUR' in field 7037 of the SFMS cover messages 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,

.....

(Signature of Bidder)

CONSENT LETTER

The Airport Director
Airports Authority of India
Raipur Airport
Chhattisgarh – 492015

SUB: Request for appointment of Arbitrator under Clause of the _____
_____ Agreement dated _____ for _____.

Sir / Madam,

1. We state that (Contractor/Firm) was awarded work/concession of _____
at _____ Airport/ _____ (other location) of Airports Authority of India through Award Letter
dated _____.
2. Dispute related to arose between us (Contractor/Firm) and AAI.
3. On _____ (date), dispute was referred to Mediation as per AAI Mediation Policy and any
settlement on the following claims/disputes was not reached between the parties:
(i)
(ii)
(i)
4. A concise statement along with claim in respect of each of such disputes is attached herewith.
5. In view of the above, we invoke arbitration under clause _____ of the _____
agreement between us and AAI and as per provision to Section-12(5) of the Arbitration &
Conciliation Act, 1996, we hereby agree and request the Airport Director, AAI, Raipur Airport to
appoint arbitrator from AAI's panel of arbitrators.
6. I/ We also give my/ our consent for appointing any of an Arbitrator from AAI's approved panel
of Arbitrators, as per Paragraph-5 above.

Thanking you,

(Signature of the Bidder/Authorized Signatory)
with Company's Seal

Encl.: As above.

CHECK-LIST

Sl. No.	Document(s) to be uploaded	Ref. to Tender Clause/Page/Annexure	Whether Uploaded (YES/NO) (To be filled by bidder)
1.	Scanned copy/proof of remittance of EMD amounting to INR 1,24,190/- (Rupees One Lakh Twenty four Thousand One Hundred Ninety Only) or exemption related documents shall be uploaded in Technical Bid.	Clause No.9, Section A	
2.	Scanned copy of GST Registration Certificate.	Clause No.9, Section A	
3.	Scanned copy of PAN Card.	Clause No.9, Section A	
4.	Scanned copy of Employees Provident Fund Organization (E.P.F.O) Registration Certificate.	Clause No.9, Section A	
5.	Scanned copy of Employees State Insurance Corporation (ESIC) Registration Certificate.	Clause No.9, Section A	
6.	Scanned copy of Work Order with its satisfactory Completion Certificate.	Clause No.9, Section A	
WORK – 1			
A	Name of Client		
B	Name of Work		
C	Stipulated Date of Completion		
D	Actual Date of Completion		
E	Completion Cost		
F	Work Order/ Agreement No		
G	Copy of Work Order with BOQ		
H	TDS Amount, if applicable		
I	TDS Certificate		
WORK – 2			
A	Name of Client		
B	Name of Work		
C	Stipulated Date of Completion		
D	Actual Date of Completion		
E	Completion Cost		
F	Work Order/ Agreement No		
G	Copy of Work Order with BOQ		
H	TDS Amount, if applicable		
I	TDS Certificate		
WORK – 3			
A	Name of Client		
B	Name of Work		
C	Stipulated Date of Completion		
D	Actual Date of Completion		
E	Completion Cost		

F	Work Order/ Agreement No		
G	Copy of Work Order with BOQ		
H	TDS Amount, if applicable		
I	TDS Certificate		
7.	Scanned copy of UDIN generated Balance Sheets along with Profit Loss Account Statements for the FY 2021-22, 2022-23 & 2023-24. Or A UDIN generated certificate from the Chartered Accountant / Cost Accountant for the FY 2021-22, 2022-23 & 2023-24.	Clause No.9, Section A	
8.	Scanned copy of Unconditional acceptance of Terms & Conditions of Bid.	Clause No.9, Section A (Annexure-I)	
9.	Scanned copy of Undertaking for not having Blacklisted/Debarred by Govt. Organization/ PSU.	Clause No.9, Section A (Annexure-II)	
10.	Scanned Copy of Power of Attorney (if applicable)	Clause No.9, Section A (Annexure-III)	
11.	Scanned Copy of Minimum Wages Affidavit	Clause No.9, Section A (Annexure-IV)	
12.	Scanned Copy of GST Undertaking	Clause No.9, Section A (Annexure-V)	
13.	Duly sealed and signed scanned copy of Valid Certificate of Incorporation for Public / Private Limited Company / firm issued by Appropriate Authority. Registered partnership deed in case of Partnership firm or Self attested copy of certificate/license issued by appropriate Authorities/ Department /Body or Chamber of Commerce/ GST certificate in case of proprietary firm.	Clause No.9, Section A	
14.	Scanned copy of signed AAI Bid Document on each page along with the Corrigendum/Addendum.	Clause No.9, Section A	
15.	Scanned copy of Duly filled and signed PQ Checklist	Clause No.9, Section A	

NOTE: Kindly refer **10.1** before **QUOTING OF RATES IN GEM PORTAL**

Date:

Place:

Signature of Tenderer / Authorized Signatory
(With Company Seal/Rubber Stamp)

BG Verification through SFMS of ICICI Bank

AAI has made arrangement for Verification of Bank Guarantees received by AAI from Vendors/Customers/Concessionaires through Structured Financial Messaging System (SFMS) of ICICI Bank. The system will operate on pan India basis.

The Concessionaire shall submit the Bank Guarantee in accordance with the bank details as mentioned below: -

Corporate Name	Airports Authority of India
Bank Name	ICICI Bank
IFSC Code	ICIC0000007
BG Advising Message	IFN 760COV (BG Issue) IFN 767 COV (BG Amendment)
Unique Identifier Code	AAIRAIPUR to be mentioned in field 7037 of the BG advising message code.

The Concessionaire shall also submit a letter to the issuing bank, while submitting the documents to the BG issuing bank, as per the format mentioned in the Annexure - VIII.

Based on the above inputs from the Vendor/customer/concessionaire, the BG confirmation message through SFMS will be triggered to the beneficiary bank i.e., ICICI bank and on the basis of unique identifier code, the BG confirmation mail will be received in the designated email ids issued to the respective units.

The Concessionaire shall ensure to attach copy of the SFMS BG Confirmation Message sent by the BG issuing bank to ICICI Bank.

Advisory: For Applicant and its BG Issuing Bank Branch.

It is to be noted that along with physical BG; we have also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform.

- For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) / IFN 767COV BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.
- In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below field, BG confirmation through online portal would not be updated.

Request you to notify your bank (BG issuing bank) to update below details at time of submission of BG issuance/amendment request to their respective banks:

- BG advising message — IFN 760COV/ IFN 767COV via SFMS
 - IFSC C 3DE: ICIC0000007
 - Corporate Name- Airport Authority of India
- | | |
|----------------------|---|
| Field Number
7037 | Particulars (to be mentioned in row 1)
<unique identifier> (LIST ATTACHED) |
|----------------------|---|

Please note that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV.

Please find below indicative request letter format to be sent to issuing bank for ensuring transmission of BGs through SFMS.

Sl. No.	Name of the AAI Unit	Email ID	UNIQUE IDENTIFIER CODE (7037)
1	RAIPUR	bgv.raipur@aai.aero	AAIRAIPUR

*****END OF DOCUMENT*****