



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

DEPARTMENT OF OPERATIONS
MAHARANA PRATAP AIRPORT, UDAIPUR

REQUESTS PROPOSAL

for

**JOB CONTRACT FOR PROVISION OF MANPOWER FOR CONDUCTING BREATH
ANALYZER TEST AS PER DGCA CAR FOR A PERIOD OF 02 YEARS**

at

MAHARANA PRATAP AIRPORT, UDAPUR

BLANK



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Certified that this tender document contains **41(Forty One)** Pages only.

Bid Manager



MAHARANA PRATAP AIRPORT, UDAIPUR
DEPARTMENT OF OPERATIONS

Ref.No.: -AAI/VAUD/OPS/BA/2026

DT: 27.03.2026

NOTICE INVITING e-TENDER (2 ENVELOPE OPEN TENDER)

1. Item rate tenders are invited through the GeM portal by Bid Manager, AAI, Maharana Pratap Airport, Udaipur on behalf of Chairman, AAI, from eligible agencies for the work of “**Job Contract for provision of Manpower for conducting Breath Analyzer test as per DGCA CAR for a period of 02 years at Maharana Pratap Airport, Udaipur**” by medical personnel as per DGCA CAR SECTION 5 – AIR SAFETY SERIES F PART IV ISSUE I, 16th SEPTEMBER 2019 at an estimated cost of ₹ 18,50,015/- (**Rupees Eighteen Lakhs Fifty Thousand and fifteen only**) (including GST).

Tender documents may be downloaded from GeM portal: <https://gem.gov.in> and Airports Authority of India web site www.aai.aero as per the schedule given in CRITICAL DATES SHEET under.

Critical Dates

S.No	Activity	Date	Time (IST)
1	Publishing Date	As per Gem Portal	As per Gem Portal
2	Bid Document Download / Sale start Date	As per Gem Portal	As per Gem Portal
3	Bid Submission Start Date	As per Gem Portal	As per Gem Portal
4	Bid Submission End Date	As per Gem Portal	As per Gem Portal
5	Last date and time of submission of original documents against EMD	As per Gem Portal	As per Gem Portal
6	Opening of envelope- I (Eligibility & Technical bids) on the GeM portal	As per Gem Portal	As per Gem Portal
7	Opening of envelope II, Financial Bids on GeM portal of eligible bidders (tentatively)	As per Gem Portal	As per Gem Portal



Forms of EMD (Online mode)

Earnest Money Deposit (EMD) of ₹ 37,000/- (**Rupees Thirty seven Thousand only**) will be required to be paid online with Payment online through RTGS / Internet Banking Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid. However, **no EMD will be taken from exempt category of sellers as per General Terms and Conditions on GeM.**

Note: Exemptions to the NSIC/MSEs of MSME Registered bidders and Start Ups will be applicable as per the Government of India Rules & Regulations. Copy of NSIC/MSEs/Start Up registration document shall be uploaded along with PQ documents in place of EMD documents.

AAI Bank & Account Details for preparation of Demand Draft / Bankers cheque/Insurance Surety Bonds/Bank Guarantee (BG)are as follows: -

Name of Beneficiary	AIRPORTS AUTHORITY OF INDIA
Branch name & Address	STATE BANK OF INDIA Pratap Nagar, Udaipur-313002
Account Number	33783057199
IFSC Code	SBIN0031592
MICR Code	313002079
Branch Code	31592

The original documents against EMD should be Speed Post to the concerned officials as specified in the tender document. The details of documents physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

2. Bid Submission:

Bidders are advised to visit this website regularly to keep themselves updated as any change/modification in the tender will be intimated through this website only. Bids shall be submitted online only at GeM portal: <https://gem.gov.in>.

Tenderer/Agency are advised to follow the instructions "Instructions to Bidder for Online Bid Submission" provided in the **Annexure "A"** for online submission of bids.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Following two covers shall be submitted through online GeM-portal by the bidder:

Envelope I (EMD & Technical Bid folder):-

The tenderer shall upload the digitally signed file of scanned documents in support of their meeting each criterion in Cover I as mentioned below.



A. Proof of EMD

Bidder needs to submit the proof of EMD submitted online along with bid. Tender of the bidders whose EMD is not received by the time as specified, and then their tenders will be summarily rejected.

B. Qualifying requirements of Agencies/firms: -

- (i) Agency specialized in the similar nature of work (Phase/part completion of the scope of work in contract shall not be considered)

The Bidder should have experience of similar works (definition of similar works as below) during the last seven years ending on 28.02.2026. The bidder has to submit the relevant work experience certificates to the tune of 03 works each of ₹ 7,40,006/- (40% of estimated value) (or) 02 works each of ₹ 9,25,008/- (50% of estimated value) (or) 01 work of ₹ 14,80,012/- (80% of estimated value) in last 07 years ending on 28.02.2025.

Similar works mean—Providing Nursing / Paramedic staff for Airports, Airlines, Ground Handling Agencies, Public Sector Undertakings, Government Organizations, Transport Department or Private Sector Organization only.

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement/status of ongoing work. Firms showing work experience certificate from non-government/ non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.

- (ii) Scanned copy of Permanent Account Number (PAN), Registration Certificate of Registrar of Companies/Firms/Central Govt./State Govt/ Municipal Corporations, PF & ESI Registration and Goods and Services Tax Registration.
- (iii) Scanned copy of Affidavit (undertaking regarding payment of minimum wages & deduction of EPF/ESIC on non-judicial stamp paper value of 100/-) (Annexure-E)
- (iv) Scanned copy of duly signed and stamped Unconditional Acceptance of AAI Tender Conditions (Performa given in Annexure-1).
- (v) Undertaking stating Agency has not been black listed by AAI/Any Govt./PSU Organization (Annexure- 5)
- (vi) Digitally signed tender document duly shall be uploaded in GeM portal.
- (vii) Declaration For Genuineness of Documents as per Annexure – C
- (viii) Tender Declaration as per Annexure – D
- (ix) Should have **annualized average financial turnover** of ₹ 5,55,005/- (**Rupees Five Lakhs Fifty Five Thousand and five only**) against works executed during last three years ending **31st March 2025**. As a proof, copy of **Abridged Balance Sheet** along with **Profit and Loss Account Statement** of the firm and **Turnover certificate** from



Chartered accountant for last three Financial Years should be submitted along with the application. Firms showing continuous losses for the last three years shall be summarily rejected.

All documents issued/ attested by chartered accountant shall have UDIN. Any document issued/attested by chartered accountant without UDIN shall not be accepted.

CLARIFICATION ON TECHNICAL BID EVALUATION.

- (i) The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- (ii) If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- (iii) Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.
- (iv) In case any bidder discloses the financial bid details in Envelope-1 (Technical Bid folder), the bid shall be rejected at the technical stage and the corresponding financial bid shall not be opened.

Financial Bid Opening Procedure

The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time as per GeM portal.

- a) The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid price would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid. Work shall be awarded to the bidder with lowest financial quote.
- b) All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. If the BOQ file is found to be modified by the bidder, then the bidder shall be disqualified.
- c) If bidder's total quoted cost is less than the total cost of manpower (as per minimum wages inclusive of PF, ESI, Bonus) plus GST@18%, then bidder shall be disqualified.
- d) If the total quoted amount (sum of Item-wise Price Breakup) of the bidder is different from their quoted amount on GeM portal, then bidder shall be disqualified.
- e) If there is a discrepancy between words and figures, the amount in words shall prevail.
- f) **In case if there are multiple L1 bidders then selection of a bidder will be amongst the L-1 bidders through a Random Algorithm executed by GeM**



system, as per General Terms and Conditions on GeM 4.0 (Version 1.28) dt 22nd Dec 2025.

Note: In case more than one bidder qualifies as L-1, the selection of the successful bidder shall be carried out through the system-defined process of the GeM portal. AAI does not exercise any discretion in this system-driven selection and therefore, requests or representations in this regard may not be considered.

Cover-II:-The Financial e-bid through GeM Portal.

1. All rates shall be quoted in the format provided and no other format is acceptable.
2. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders and submit it online.
3. Refund of EMD of unsuccessful bidders who fail to qualify the eligibility / technical stage shall be initiated within minimum 7 days of their rejection. For all bidders who qualify and their financial bids are opened the refund of EMD of all unsuccessful bidders shall be processed with in minimum 7 days of opening of the financial bid.
4. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.
5. AAI reserves the right to disallow the working agencies whose performance at on going project (s) is below par and usually poor and has been issued letter of restrain/Temporary or Permanent debarment/blacklisting by any department of AAI/MoCA/DoE (Debarment applicable for all Ministries/Departments). AAI reserves the right to verify the credential submitted by the tenderer at any stage (before or after the award the work).I fat any stage, any information/ documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the tenderer then AAI shall take the following action:
 - a) Forfeit the entire amount of EMD submitted by the firm.
 - b) The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual/legal action.
6. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by the AAI/MoCA/DoE (Debarment applicable for all Ministries/Departments).Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.

The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".



7. Consortium /JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
8. If the entity participating in any of the tenders is a private or public limited company, partnership firm or proprietary firm and any of the Directors / Partners / Proprietor of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the Authority, then they said entity shall not be allowed to participate in AAI tenders.
9. Concessions to Indian Micro & Small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom etc., to be given as per the provisions of Public Procurement Policy for MSEs order 2012 with up-to-date amendments shall be applicable **except relaxation in conditions of prior turnover and prior experience**. However, splitting of tender is not applicable.**ote:**
 - a) The benefit as above to MSEs shall be available only for goods / service provider for services provided by MSEs for which they are registered.
 - b) MSEs seeking exemption and benefits shall enclose an attested/ self- certified copy of valid registration certificate in similar nature of work giving details of such validity, stores/ services etc. in Envelope -I, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
10. Bids Opening Processes as below:-

Cover-I: - Containing documents/technical bids (uploaded by the Agencies/firms) shall be opened on **the date and time as specified on GeM portal**. The intimation regarding acceptance/ rejection of their bids will be intimated to the Agencies/firms through GeM portal.

If any clarification is needed from the bidder about the deficiency in his up loaded documents in Envelope - I, he will be asked to provide it through GeM portal. The bidder shall upload the requisite clarification / documents within specified time by AAI, failing which the tender will be liable to be rejected.

Cover-II: -Date of opening of Cover-II (Financial bid) will be specified on GeM portal
11. **Tender will be floated as a single packet bid on gem portal.**

Bid Manager
AAI, Maharana Pratap Airport, Udaipur

Email id: opsinc_vaud@aai.aero



ANNEXURE-A

AIRPORTS AUTHORITY OF INDIA

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the GeM Portal. The information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in>.



ANNEXURE-B

CHECK LIST

(To be submitted by applicant along with Tender Application)

Name of work: **"Job Contract for provision of Manpower for conducting Breath Analyzer test as per DGCA CAR for a period of 02 years at Maharana Pratap Airport, Udaipur"**

1	2	3	4
Ref. No	Qualifying Criterion	Particulars to filled by the agency	Strike out Which is not applicable
1	Name: Address: Contact Details: Contact Person:		
2	Envelope-I: -shall contain scanned copy of following: -		
a)	Details of EMD	Tr.No.: - Amount: -	Copy enclosed: Yes/No
b)	Duly signed scanned copy of Unconditional Acceptance Letter of AAI's Tender Conditions as Annexure-I of the tender document.		Copy enclosed: Yes/No
c)	Checklist(PQ Performa)		Copy enclosed: Yes/No
d)	Certificate from clients of having satisfactorily completed similar works, during last 7 year sending on 28.02.2026.	Details of the works as applicable to client:	Copy of the certificates enclosed: Yes/No
e)	Work Experience:		
l)	Three works of ₹7,40,006/- each of similar nature i.e. Similar work means "Providing Nursing / Paramedic staff for Airports, Airlines, Ground Handling Agencies, Public Sector Undertakings, Government Organizations, Transport Department or Private Sector Organization only."		
i)	a) Name of 1 st Work: b) Work order/Agreement No. &Date: c) Cost: d) Stipulated date of Completion as per contract agreement: e) Actual Date of completion: f) Completion cost: g) Government Organization/Private clients h) In case of non-government organization TDS certificate (Form16A) to been closed		



ii)	a) Name of 2 nd Work: b) Work order/Agreement No. &Date: c) Cost: d) Stipulated date of completion as per contract agreement: e) Actual Date of completion: f) Completion cost: g) Government Organization/Private clients h) In case of non-government organization TDS certificate (Form16A) to been closed	
iii)	a) Name of 3 rd Work: b) Work order/Agreement No. &Date: c) Cost: d) Stipulated date of completion as per contract agreement: e) Actual Date of completion: f) Completion cost: g) Government Organization/Private clients In case of non-government organization TDS certificate (Form16A) to been closed	
OR		
II)	Two works of value ₹9,25,008/- each of similar nature i.e. Similar work means “Providing Nursing / Paramedic staff for Airports, Airlines, Ground Handling Agencies, Public Sector Undertakings, Government Organizations, Transport Department or Private Sector Organization only.”	
i)	a) Name of 1 st Work: b) Work order/Agreement No. & Date: c) Cost: d) Stipulated date of completion as per contract agreement: e) Actual Date of completion: f) Completion cost: g) Government Organization/Private clients h) In case of non-government organization TDS certificate(Form16A) to been closed	
ii)	a) Name of 2 nd Work: b) Work order/Agreement No. &Date: c) Cost: d) Stipulated date of completion as per contract agreement: e) Actual Date of completion: f) Completion cost: g) Government Organization/Private clients In case of non-government organization TDS certificate(Form16A) to been closed	
OR		



III)	One Work of value ₹14,80,012/- each of similar nature i.e. Similar work means “Providing Nursing / Paramedic staff for Airports, Airlines, Ground Handling Agencies, Public Sector Undertakings, Government Organizations, Transport Department or Private Sector Organization only.”		
i)	a) Name of Work: b) Work order/Agreement No. &Date: c) Cost: d) Stipulated date of completion as per contract agreement: e) Actual Date of completion: f) Completion cost: g) Government Organization/Private clients h) In case of non-government organization TDS certificate(Form16A) to been closed		
f)	TURNOVER:	Year INR(inLacs)	
	Annualized average financial turnover equivalent To ₹ 5,55,005/- during last three years ending 31 st March2025	2022-2023: 2023-2024: 2024-2025: Average:	Proof of turnover enclosed (Abridged balance sheet and profit& Loss A/C):
g)	Permanent Account No.(PAN)		Yes/No
h)	GSTIN No./GST Registration Certificate	GST No.	Copy Enclosed: Yes/No
i)	Registration Certificate	CIN No.	Copy Enclosed: Yes/No
j)	Scanned copy of duly self-certified Performa regarding non blacklisting/debarring of firm.		Copy Enclosed: Yes/No
k)	Scanned copy of Digitally signed tender document.		Copy enclosed: Yes/No
l)	Declaration For Genuineness of Documents		Copy enclosed: Yes/No
m)	Tender Declaration		Copy enclosed: Yes/No
4	Envelope-II: -		
a)	Financial/Price Bid	To be quoted online through GeM portal http://gem.gov.in	Uploaded on GeM portal: Yes/No



ANNEXURE-C

DECLARATION FOR GENUINENESS OF DOCUMENTS

I(_____) hereby declare that the documents submitted/enclosed are true and correct. In case any document at any stage found fake/incorrect, my EMD may be forfeited and action as deemed fit by AAI, Maharana Pratap Airport, Udaipur can be taken against me.

Place:_____

Date:_____

Signature with stamp
Authorized Signatory of the Agency/Firm

Note: Bidders are requested to fill up the required data in the above Performa on their letter head.



ANNEXURE-D

TENDER DECLARATION

I/We have read and examined the notice inviting tender, schedule, Specifications applicable, General Rules and Directions, Conditions of Contract, Clauses of contract, Special conditions, Schedule of Rates & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Airports Authority of India within the time specified in Schedule and in accordance in all respects with the Rules and Directions Conditions of contract and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for One Hundred and Eighty (180) days from the date of opening of technical bid and not to make any modifications in its terms and conditions.

A sum of ₹_____/-is here by forwarded in the form of NEFT/RTGS with respective transaction IDs certified by the bank or document for Fee exemption as mentioned in NIT as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said A.A.I. or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/ we fail to commence work as specified, I/we agree that A.A.I. or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to there in and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clauses of Contract of the tender form. Further, I/We agree that in case off or feature of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/we shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Date.....

Witness:

Signatures of Contractor

Postal Address

Address:

Occupation:

Note: Bidders are requested to fill up the required data in the above Performa on their letter head.



ANNEXURE-E

(To be executed on ₹100 Non-Judicial Stamp Paper)

I/We, M/s _____, having our registered office at _____, being the contractor/service provider for the work of **“Job Contract for provision of Manpower for conducting Breath Analyzer test as per DGCA CAR for a period of 02 years at Maharana Pratap Airport, Udaipur”**, do hereby solemnly affirm and undertake as under:

1. That I/We shall pay wages to all deployed manpower strictly in accordance with the Minimum Wages Act, 1948 and as per the minimum wage rates notified by the Central/State Government, as applicable from time to time.
2. That no employee deployed under the said contract shall be paid wages less than the prescribed minimum wages, and wages shall be disbursed within the stipulated time through bank transfer/authorized mode.
3. That I/We shall deduct EPF and ESIC contributions from the wages of the eligible employees and shall also deposit the employer's share as per the provisions of the EPF & MP Act, 1952 and ESI Act, 1948.
4. That all EPF and ESIC contributions shall be deposited within the prescribed time limits, and relevant challans, returns and records shall be submitted to the competent authority/AAI as and when required.
5. That I/We shall be solely responsible for any liability arising out of non-payment of minimum wages or non-compliance of EPF/ESIC provisions, including penalties, damages, interest, or legal consequences, and AAI shall not be held responsible in any manner.
6. That in case of any violation of labour laws, AAI shall have the right to take appropriate action as deemed fit, including recovery of dues or termination of contract.

I/We hereby affirm that the above undertaking is true and correct to the best of my/our knowledge and belief.

Place: _____

Date: _____

Signature of Contractor/Authorized Signatory

Name: _____

Designation: _____

Firm Seal: _____



ARBITRATION AND LAW

Arbitration:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, drawings specification, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment there of shall be referred to the sole arbitrator as may be appointed by the Regional Executive Director / Northern/ Western/ Southern/ Eastern/ North Eastern Region of AAI. There will be no objection if the arbitrator so appointed is an employee of AAI and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the appointing authority for arbitrator, as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. In case of disputes arising between two Government of India Undertakings, provisions as contained in Bureau of Public Enterprises letter no.BPE/GL-001/16/MAN-2(100-75-BPE)(GM-1) dated 1.1.1976 and as may be amended from time to time shall apply.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The work under the Contract shall, if reasonably possible continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding all parties to this contract.

Laws governing the Contract: This contract shall be governed by the Indian Laws for the time being in force.

Effect and legal Jurisdiction:

The contract shall be considered as having come into force from the date of issue of letter of the award of the contract by the purchaser. The law applicable to this contract shall be the law enforced in India. The courts of Uttar Pradesh shall have exclusive jurisdiction in all matters arising out of this contract.

Taxation:

a) The Contractor may be subject to local taxes (such as: Goods and Service Tax, social charges or



income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by AAI under the Contract.

b) The SUCCESFULL BIDDER and the Personnel shall pay the Indian Income taxes, levied under the Applicable Law and AAI shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Contract price is deemed to have included such amounts.

Fore-Closure of Contract Due abandonment:

At any time after acceptance of the bid, should AAI decide to abandon or reduce the scope of the SUCCESFULL BIDDER services /work for any reason whatsoever and hence not require the whole or any part of the SUCCESFULL BIDDER services/works to be carried out under this contract, AAI shall give notice in writing to that effect to the SUCCESFULL BIDDER and the SUCCESFULL BIDDER shall act accordingly in the matter.

The rates once approved shall be final and no escalation/deviation shall be accepted under any circumstances.

Failure to execute the supply with in time frame will entail for feature of Earnest Money Deposit within Ten (10) days from issue of instruction.

Extension period:

The tender period is extend able up to next twelve months on the same term and conditions on mutually agreed upon.

Limitation of Liability under the Contract:

The contractual financial liabilities of the SUCCESFULL BIDDER under this contract shall be limited to 25% of the contract value, on account of any reason as per the application of relevant contract clauses whatsoever.



Scope of work and Special Conditions of Contract

1. Breath Analyzer test will be conducted daily as per regulatory requirement of DGCA CAR SECTION 5 – AIR SAFETY SERIES F PART IV ISSUE I, 16TH SEPTEMBER 2019& AAI Guidelines/Circulars issued time to time.
2. In the event the agency fails to manage the Breath Analyzer Test Room and no manpower is available to conduct the Breath Analyzer test, AAI shall engage a local hospital for deployment of manpower and conduct of the Breath Analyzer test. The cost incurred for engaging such external hospital shall be borne by the contractor and shall be recovered from the monthly bill. In addition, a penalty for absence of manpower and non-provision of services shall also be imposed on the agency as per the applicable penalty clause.
3. Maintenance of related BA Test Records/Documents.
4. Maintenance of Files/ registers: Agency has to maintain records of all BA test as per DGCA CAR SECTION 5 – AIR SAFETY SERIES F PART IV ISSUE I, 16TH SEPTEMBER 2019.
5. Other related works assigned to them as per the office requirement by Competent authority.
6. First Aid Services to be provided by the agency during Emergency/exigency as per direction of Airport Director or his authorized representative.
7. Breathe Analyzer machine will be provided by AAI.
8. Agency shall conduct the BA test at the designated place provided by AAI.
9. Deployment of the manpower will be decided by AAI based on requirement and watch hours and shall be applicable on all days throughout the two-year period.
10. Rates quoted for manpower are inclusive of providing Uniform per person per year. Uniform includes 02 Pants, 02 Shirts and 02 Aprons (white color), one pair of shoes and two pair of socks (and analogous to female staff). After distributing Uniforms, Agency has to submit proof of distributing the uniform to competent authority.
11. The Agency shall meet all the requirement of Contract Labour (Regulation and Abolition) Act, statutory provision regarding Minimum wages, statutory labour and other law as applicable from time to time.
12. The Agency shall comply with the provisions of the Payment of wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Agency's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rule made there under from time to time.
13. The quoted rate shall include statutory labour components of PF, ESI and Bonus as per the prevalent Govt. guidelines and inclusive of GST. Employer's share of all such payment will be paid



on production of documentary evidence/ proof of depositing/ proof of remittance of such amount to statutory, regulatory authorities. Any additional statutory taxes by state govt. will be reimbursed on production of documentary evidence of payment to statutory, regulatory authorities duly certified by the in- charge”.

14. The Agency shall get them registered with EPF authorities. The Agency will have to Provide EPF facility to the workers. The payment to the Agency on this account shall only be released after submission of documentary proof of depositing the same to the concerned authorities.

15. **ESI Scheme:** -The Agency has to cover his employees under the scheme and to submit the Proof to AAI for depositing the same before releasing their running Bills. Wherever ESI is not applicable ,Agency shall take a group of/Medic claim Policy covering health care of minimum Rs. 2 lac/annum for each employee including his family members(subject to maximum of 4persons in family).As this amount is reimbursable; no payment shall be deducted from the salary of an employee.”

16. The awarded rates shall be firm throughout the contract period. Inclusive of all taxes, duties & levies etc. including GST as applicable. GST will be paid/ detected from the running bill of Agency as per govt. directives applicable from time to time. If minimum wages increase during the currency of the contract the same will be paid to the Agency on the production of valid proof for increase in minimum wages along with the documentary proof of distribution of increased wages to the employee deployed at the site.

17. **Manpower, Qualification/Experience**

Description of Manpower	Total No. of Resources to be deployed per shift	Minimum Educational Qualification & Experience
Paramedic/Nurse (Skilled)	1 No.	Qualification: As per DGCA CAR SECTION 5 – AIR SAFETY SERIES F PART IV ISSUE I, 16TH SEPTEMBER 2019, Rev-2, 25 th July 2024

The quoted rates should be inclusive of cost of engagement of Two (02) Resources at Maharana Pratap Airport, Udaipur.

18. **No escalation on item is applicable; however, agency will be entitled to get reimbursement of hike in- minimum wages, PF, Bonus, ESI contribution on production of documentary evidence**

As of the date of the release of the tender, minimum wages are as follows

Skilled-: ₹ 760 /day

19. The awarded rates shall be firm throughout the contract period. Inclusive of all Taxes, duties & levies etc. including GST applicable. GST will be paid/detected from the running bill of Agency as per govt. directives applicable from time to Time. If minimum wages increase during the currency of the contract the same will be paid to the Agency on the production of valid proof for increase in minimum wages along with the documentary



proof of distribution of increased wages to the Employee deployed at the site.

20. AEP Guidelines:

- (1) The contractor shall obtain the Airport entry passes for his/her staff room BCAS at his/her own cost.
- (2) The contractor shall ensure that **none** of the staff is allowed to take the Airport Entry passes from work place after duty hours. It shall be the responsibility of the contractor to issue and collect back PIC's at start and end of shift/duty hours in order to avoid Any misuse of PIC's.
- (3) It shall be the responsibility of the contractor to collect back PIC of any staff separating from job and deposit the same to issuing authority.
- (4) Necessary entry passes will be obtained from the concerned issuing authorities for working in passenger and non-passenger areas. **Applicable fees for obtaining The passes shall be paid by the agency and the rates quoted are inclusive of such fees.** Nothing extra shall be paid on this account. The Contractor shall fulfill the following requirements which are mandatory for obtaining Aerodrome Entry Permits(AEPs)

Prior to the commencement of operations at Maharana Pratap Airport. The Contractor shall obtain Security Clearance(through-Sahaj portal of Govt. of India/link via BCAS Website) for the Company from Bureau of Civil Aviation Security (BCAS) within 60 days from start of the contract. After obtaining security clearance the Contractor shall apply immediately for the approval of Entity's Security Program from BCAS through-BCAS portal after. The Contractor shall undertake Police Background Checks of the employees recruited and obtain Police Verification Certificate (PVC) from concerned Police Department 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. A valid Indian Passport issued in the previous 05 years shall be considered in lieu of background check, provided there is no change

In the residential address. After obtaining Police Verification Certificate, the Contractor shall ensure that their employees shall attend one-day AVSEC Awareness Training arranged by the airport operator. Also, it is the duty of the contractor to ensure that airport passes are treated with most sanctity and are not allowed outside the airport premises. Contractor will collect the Airport entry pass(AEP)of

All work force and handover to representative of the airport director at the end of every shift/duty hour. AEP can be collected from the representative of the Airport director at the start of every shift/duty hour and can be distributed to contract

Work force after their biometric attendance is complete. Contractor has to ensure deployment of work force as per tender conditions. AAI will not be responsible for any external influence the contract or may face during deployment of work force.

21. Penalty on Agency shall be imposed in case:

S. No.	Description	Penalty Rate
--------	-------------	--------------



1	Absence of Manpower	2 times of minimum wages per day per employee + GST
2	If the deployed manpower is not found with proper uniform.	₹300 per day + GST
3	Staffs do not report on time as per duty roster.	₹300 per day + GST
5	Agency has not provided uniforms as per tender conditions after 15 days of start of contract.	₹ 500 per day + GST.
6	Agency is not able to produce records of Breath Analyser test desired by DGCA officer during inspection.	₹5000 per instance + GST
7	Agency is not able to make payment on stipulated date to staff deployed.	As per terms and conditions of GEM

Note: The decision of Airport Director shall be final and binding in this regard.

22. Security Deposit

- (i) The agency, whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 10% of the tendered amount.
- (ii) The person/persons whose tender(s) may be accepted (here in after called the contractor) shall permit AAI at the time of making any payment to him for work done under the contract to deduct assume 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 shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the update amount of security deposit starts exceeding the earnest money. 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 are unable to make payment against the said fixed deposit receipt, the loss caused there by shall fall on the contractor and the contractor shall forth with 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 depositor from the



interest arising therefrom, or from any sums which may be due to or may be due to the contractor by AAI on any account whatsoever and in the event to this 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. These 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. These 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 lakhs.

Release of security deposit after labour clearance

(iii) Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Airport Director. The Airport Director, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

23. Payment Terms:

The Payment to the workers shall be made through bank transfer only and shall be made on **Monthly** basis by 7th of every month.

The Agency shall ensure that the Monthly bill is to be submitted by 10th of every Month along with attendance sheet, proof of distribution of salary ESI & EPF Authority Submission Challans, and GST amount payments etc. The delay in release of payment for the bill from AAI will not affect the timely payment to workers. The final bill will be prepared on completion of the contract.

24. Force Majeure

24.1 Force Majeure

24.1.1 As used in the Agreement the expression "Force Majeure" or "Force



Majeure Event “shall mean occurrence in India of any or all of event, as defined in Clause 24.1.2, if it affects the performance by the Party claiming the benefit of Force Majeure (“Affected Party”) of its obligations under this Agreement and Which act or event

- (i) is beyond the reasonable control of the Affected Party, or
- (ii) The Affected Party could not have prevented or overcome by exercise of due Diligence and following Good Industry Practice, or
- (iii) Has material adverse effect on the Affected Party.

24.1.2 A Force Majeure Event shall mean one or more of the following acts or Events:

- (i) nation-wide lawful strike or lockout by persons other than the Concessionaire's/ agency's personnel, employees and workmen; or
- (ii) acts of God, fire, flood, lightning, storm, tornado, earthquake, landslide, soil Erosion, epidemics, pandemics, volcanic activity, tsunami or other natural disaster excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought on to or near the Airport by the Affected Party or those employed or engaged by the Affected Party unless it is or was essential for the performance of obligations under this Agreement; or
- (iii) Loss of or serious accidental damage at the Airport; or
- (iv) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, rebellion, terrorism, revolution, insurrection, military or usurped power, blockade, embargo, hostilities (whether war declared or not), revolution, riot, bombs or civil commotion or civil war; or
- (v) Any act, even to circumstance of a nature analogous to the foregoing. Provided further that none of the following matters or their consequences shall be capable of constituting or causing Force Majeure:
 - (i) Failure or inability to make any payment;
 - (ii) or the effect of market conditions unless such market conditions were themselves caused by or were a result of a Force Majeure event; or
 - (iii) Strikes or labour disputes of any kind or collective bargaining agreements, By/of Concessionaire/agency, resulting in a delay or stop page of work (other than Strikes, labour disputes on a nationwide basis); or
 - (iv) Economic hardship.

24.2 Duty to Report Force Majeure Event

24.2.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forth with. Any notice pursuant here to shall include full particulars of:

- (i) The nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause 24 with evidence in support thereof;
- (ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (iii) the measures which the Affected Party is taking or proposes to take for all aviating the impact of such Force Majeure Event; and
- (iv) any other information relevant to the Affected Party's claim.

The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it



shall have notified in accordance with Clause 24.2.1, the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particular so the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

24.2.2 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 24.2.1, and such other information as the other Party may reasonably request the Affected Party to provide.

24.3 Allocation of Costs A rising out of Force Majeure

24.3.1 Upon occurrence of any Force Majeure Event, the Parties shall bear them respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.

24.3.2 Save and except as expressly provided in this Clause 24, neither Party shall be liable in any manner what so ever to the other Party in respect of any loss, damage, cost, expense, claims, demand and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant here to.

24.4 Effect of Force Majeure Event

24.4.1 The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence.

24.4.2 It is agreed by the Parties that when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations here under.

24.5 Termination notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty-five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner what so ever, save as provided in this Article 26, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated for the with; provided that before issuing such Termination Notice, the Party intending to issue the Termination

Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a presentation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice."

Novation Clause: The contract period is 02 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 whatsoever.

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 /novae this Agreement, in favor of such third party, on the principle that such transfer/notation would release Authority of all liabilities and obligations arising from and after the date of transfer/notation 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/notation; 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.”





SCHEDULE-A

S. No.	Description	Applicable to this contract
1	Name of work	Job Contract for provision of Manpower for conducting Breath Analyzer test as per DGCA CAR for a period of 02 years at Maharana Pratap Airport Udaipur
2	Estimated cost of Work	₹18,50,015/- (including GST)
3	Earnest Money Deposit	₹37,000/-
4	Security Deposit	10% of contract value for works.
5	General Rules & Directions	
(i)	Officer Inviting tender	O/o Airport Director, AAI, Maharana Pratap Airport Udaipur
(ii)	Date of sale of tender document Through GeM portal	As per Gem Portal
(iii)	Last date of receipt of tender through Gem portal	As per Gem Portal
(iv)	Date and time of Opening of Envelope I	As per Gem Portal
	Date and time of Opening of Envelope II	As per Gem Portal
6	Definitions	
(i)	Office inviting tender	O/o Airport Director, AAI, Maharana Pratap Airport, Udaipur
(ii)	Accepting Authority	As per DOP
(iii)	Standard Schedule of Rates	As per market rates.
(iv)	Department	Operations
7	Time allowed for execution of work	24 Months



AGREEMENTFORM

(To be printed on-stamp paper of ₹ 100/-)

This agreement made this (date in figures & words) between Airports Authority of India a statutory corporation incorporated under the Airports Authority of India Act 1994 having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport, NewDelhi-110003 through its _____ (here in after referred to as "AAI" which expression shall include its administrators, successors, executors and assign of the One part and M/s. _____ (here in after referred to as the "Contractor", which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

Whereas AAI is desirous of getting the work of "**Job Contract for provision of Manpower for conducting Breath Analyzer test as per DGCA CAR for a period of 02 years at Maharana Pratap Airport Udaipur**" (here in after called work) done by means of a contract, had invited tenders for this work as per tender documents sold for this purpose.

And whereas the contractor had participated in the above referred bidding vide his tender application dated _____ and other subsequent referred letters. AAI accepting his tender offer awarded the work to the contractor on the terms and conditions contained in its acceptance letter no. AAI _____ Dated _____ and documents, terms and conditions referred to therein which have been accepted by M/s. _____ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSTH AS UNDER:

AAI has awarded the contract to the contractor, for the work of "**Job Contract for provision of Manpower for conducting Breath Analyzer test as per DGCA CAR for a period of 02 years at Maharana Pratap Airport, Udaipur**" on the terms and conditions contained in its acceptance letter no. AAI _____ Dated _____ and documents referred to therein. The award has taken effect from the date of letter of Award. The terms and expression used in this agreement shall have the same meaning as are assigned to them in the contract documents referred to in the succeeding articles.

The contract shall be performed strictly as per the terms and conditions stipulated here in and in the following documents attached here with (here in after referred to as contract documents)

S. No.	Name of the Documents	Page No.
01.	Award letter of AAI	-
02.	GeM Contract order.	-
03.	Documents from Envelope cover-I	-
04.	Tender Document	-
05.	All correspondences between AAI& Contractor before award of work.	-

All the aforesaid contract documents shall form an integral part of this agreement in so far as the same or any part thereof conform to the tender document and what has been specifically agreed to by AAI on its letter of Award. Any matter in consistent there with, contrary or repugnant there to or any deviation taken by the contract or in its proposal not agreed to by AAI in its letter of Award or any other letter which forms a part of contract documents mentioned sake of brevity this agreement along with its aforesaid contract document shall be referred to as the agreement.



The scope of contract, consideration, terms of payment, wherever applicable, insurance, liquidated damages, period of completion and all other terms and conditions are contained in aforesaid tender documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of agreement.

This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of in-consistency or repugnancy to the terms and conditions contained in the tender agreement. Any modification of the agreement shall be affected only by written instrument signed by both the parties.

Any notice given by either party to the other under the agreement shall be written and shall be deemed to have been duly and properly served upon the parties here to if delivered at the address mentioned here by in above.

THIS CONTRACT AGREEMENT IS ALLOTTED THE NUMBER:
AAI/_____ Dated:

In witness where off, the parties have executed these presents, day, month
and year first above mentioned at___.

Contractor's signature

Signature for AAI

WITNESS:

WITNESS:

- 1.
- 2.

- 1.
- 2.



ANNEXURE-1

**TENDER ACCEPTANCE LETTER
(To be given on Contractor's Letter Head)**

**To,
The Airport Director,
Airports Authority of India,
Maharana Pratap Airport Udaipur
Udaipur-313022**

Sub: Acceptance of Terms & Conditions of Tender.

Name of Work:-Job Contract for provision of Manpower for conducting Breath Analyzer test as per DGCA CAR for a period of 02 years at Maharana Pratap Airport, Udaipur

Dear Sir,

- 1.I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from GeM Portal website(s) namely: <https://gem.gov.in> as per your advertisement, given in the above mentioned website(s).
- 2.I / We hereby certify that I / we have inspected the site and read the entire terms and conditions of the tender documents, corrigendum(s) and reply to query if any made available to me/us which shall form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
- 3.I / We hereby unconditionally accept the tender conditions of AAI's tender documents in its totality /entirety for above mentioned work.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI'.
- 5.I/We here by submitted that I/We paid/submitted the required earnest money as per NIT conditions
- 6.I / We certify that all information/ documents furnished by our Firm is true & correct and in the event at any stage, the information/ documents is found to be incorrect/ untrue or found violated, then we shall be` liable for debarment from tendering in AAI without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)



ANNEXURE-2

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT

(On Non-Judicial Stamp Paper)

To
The Airports Authority India

1. In consideration of the Airports Authority India having its head office at New Delhi (here in after 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 here in 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 Contract or of the term and conditions contained in the said Contract. We, the _____ bank (here in after referred to as "the said Bank" and having our registered office at do here by undertake and agree to indemnify and keep in demnified 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 de metro 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 force able 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 contractor 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 Contactor and either to enforce or for bear 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 what so ever which under the law relating to sureties would but for this provisions have the effect of sore leasing 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, not withstanding any security which AAI may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank here under be outstanding or unrealized.
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 they said Bank shall not discharge our liability here under.
7. Address of Regional/Controlling branch of the issuing branch of Bank Guarantee is_____

In presence of:

Dated _____ Day of _____

WITNESS

1. For and on behalf of (The Bank)

2

Signature_____

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 ___ (here in after 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 (herein after collectively called "the said contractor" which expression shall unless the context requires otherwise include each of them and their respective heirs, executor's 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 (Here in after called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns)



ANNEXURE-3

FORM OF BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT

WHEREAS, contractor_____ (Name of contractor)(here in after called “the contractor”) has submitted his tender dated_____ (date) for the work of“ _____”(name of work) (here in after called “the TENDER”).

KNOW ALL PEOPLE by these presents that we_____ (name of bank)having our registered office a t_____ (herein after called “the bank”)are bound unto _____(Name of Senior Manager)(here in after called “the Officer-in-charge”)in the sum of Rs._____ (Rs. In words_____)for which payment well truly to be made to the said officer-In-charge the bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the

Bank this_____ day of _____
_____ 20.

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor with draws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender.
- (2) If the contractor having been notified of the acceptance of his tender by the Officer-In-Charge.
 - a) Fails or refuses to execute the form of Agreement in accordance with the instructions to contractor, if required –
OR
 - b) Fails or refuses to furnish the performance guarantee, in accordance with the provisions of tender document and instructions to contractor,
OR
 - c) Fails or refuses to start the work, in accordance with the provision soft he contract and instructions to contractor,
OR
 - d) Fails or refuses to submit fresh bank guarantee of an equal amount of this bank guarantee against security deposit after award of contract.

We undertake to pay to the Officer-in-charge either up to the above amount or part thereof upon receipt of his first return demand, without the officer -in-charge having to substantiates his demand, provided that in his demand the Officer-in-charge will note that the amount claimed by him is due to him owing to the concurrence of one or any of the above conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including the date* _____ after the dead line for



submission of tender as such deadline is stated in the instructions to contract or orasit may be extended by the officer In-Charge, notice of which extension (s) to the bank is here by waived. Any demand in respect of this guarantee should reach the bank not later than the

Above date.

DATE.....

SIGNATURE OF THE BANK

WITNESS.....

SEAL

(SIGNATURE NAME AND ADDRESS)

Date to be worked out on the basis of validity period of 6months from last date of receipt of tender



ANNEXURE-4

Format for Letter of undertaking from the Depositor to Bank

(To be submitted along with Security Deposit/ Earnest Money / Performance Guarantee to Airports Authority of India)

(To be submitted in the Letter head of the firm)

The Branch Manager,
..... Bank,
.....

Sub:-My/Our Bank Guarantee bearing No..... dated.....for amount.....Issued in favor of Airport Authority of India A/c.....

Sir,

The subject Bank Guarantee is obtained from your bank for the purpose of **Security Deposit / Earnest Money / Performance Guarantee** on account of contract awarded / to be awarded by M/s Airports Authority of India to me/us.

I hereby authorized the Airport Authority of India in whose favor the deposit is made to close the subject Bank Guarantee before maturity/ on maturity toward adjustment of dues without any reference /consent /notice from me / our side and the bank is fully discharged by making the payment to Airport Authority of India.

Signature of the Depositor

Place:

Date:



ANNEXURE-5

UNDERTAKING REGARDING DEBARMENT/BLACKLISTING

I/We (Name and post of authorized signatory) on behalf of.....
(Name of firm) do here by solemnly affirm and declare as follows:

1. Our firm is not restrained/ debarred/ blacklisted by AAI/MoCA/DoE (Debarment applicable for all Ministries/Departments) and the debarment is not in force as on last date of submission of proposal.
2. None of Proprietor/Partners/Board Members /Directors of M/s.....(Name of firm) has remained Proprietor/Partner/Board Member /Director in any firm which stands debarred/blacklisted by AAI/MoCA/DoE(Debarment applicable for all Ministries/Departments) and the debarment is not in force as on last date of submission of proposal.
3. Our firm understands that if our firm either debarred before the date of opening of tender or debarred before the date of contract by AAI/MoCA/DoE(Debarment applicable for all Ministries/Departments), our bid is liable to be rejected at that stage.
4. Our firm understands that at any stage, if above statements are found to be false, our 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.

[Signature and name of the authorized signatory of the firm]

Date:

Place:

Note: Above undertaking is to be given on company's letter head.



ANNEXURE-6

SOP for BG Certification 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 following bank details in which successful bidder may submit BG(PBG/BGSD/FBG)in accordance with the bank details.

CORPORATE NAME : AIRPORTS AUTHORITY OF INDIA

BANK NAME : ICICI BANK

IFSC CODE : ICIC0000007

BG ADVISING MESSAGE : IFN760COV (BG ISSUE)

IFN767COV (BG AMENDMENT)

UNIQUE IDENTIFIER CODE: Specific code for each unit as per Annexure-7 to be mentioned in field 7037 of the BG advising message code.

Please note that only unique identifier code will change depending on the AAI unit calling the tender.



ANNEXURE-7

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 plat form.

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 proved by RBI.

In the event of BG issuing/amending bank not sending the message IFN760COV/IFN 767COV or committing any error while capturing the details at least in the below filed.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 – IFN760COV/IFN767COV via SFMS IFSCCODE: ICIC0000007

Corporate Name: Airport Authority of India

Field Number: 7037 Particulars (to be mentioned in Row1)<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. IFN760COV/IFN767COV.

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

S. No.	Name of the AAI Unit	E-mail ID	UNIQUE IDENTIFIER CODE (7037)
1	UDAIPUR	bgv.udaipur@aai.aero	AAIUDAIPUR



Request letter. Transmission of Bank Guarantee cover Message
(to be submitted by applicant 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 AAIUDAIPUR infield 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV767(for BG amendment)while transmitting the same to the beneficiary bank (ICICI Bank-IFSC-ICIC0000007).

Thanking you,

(Vendor/Customer/Concessionaire)