



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

DEPARTMENT OF OPERATIONS

REQUEST FOR PROPOSAL

For

Management of

“May I Help You Counters”

At

KANGRA AIRPORT

BLANK

**AIRPORTS AUTHORITY OF INDIA
KANGRA AIRPORT
DEPARTMENT OF OPERATIONS
KANGRA AIRPORT**

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Certified that this tender documents contains 39 Pages only.

Bid Manager
AAI, Kangra Airport

**KANGRA AIRPORT
DEPARTMENT OF OPERATIONS**

Ref. No.:- OP-41011(24)/1/2026-APD-NR-KANGRA

DT:13.04.2026

NOTICE INVITING e-TENDER (2 ENVELOPE OPEN TENDER)

1. Item rate tenders are invited through the GeM portal by Bid Manager, AAI, on behalf of Chairman, AAI, from eligible agencies in the field of Hospitality services for the work of **“Management of “May I Help You” Counters at Kangra Airport, Kangra, Himachal Pradesh”** at an estimated cost of **Rs. 97,85,749/- Rupees Ninety Seven Lakh Eighty Five Thousand Seven Hundred Forty Nine only) including PF, ESIC, Bonus & GST** with period of completion **36 (Thirty-Six) Months.**

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

Critical Dates

S.No.	Activity	Date	Time in IST
1)	Publishing Date	13/04/2026	1700 hrs
2)	Bid Document Download / Sale start Date (Next day of publishing date)	13/04/2026	1700 hrs
3)	Clarification Start Date	As per GeM	
4)	Clarification End Date	As per GeM	
5)	Bid Submission Start Date	13/04/2026	1700 hrs
6)	Bid Submission End Date	04/05/2026	1700 hrs
7)	Last date and time of submission of original documents against EMD	04/05/2026	1700 hrs
8)	Opening of envelope- I (Eligibility & Technical bids) on the GeM portal	04/05/2026	1730 hrs
9)	Opening of envelope II, Financial Bids on GeM portal of eligible bidders	Shall be notified through GeM	

Last date and time of submission of tender documents is **as per Gem portal.**

Earnest Money Deposit (EMD) of Rs. 1,95,715/- (Rupees One Lakh Ninety Five Thousand Seven Hundred Fifteen only) will be required to be paid online in form of NEFT / RTGS before schedule date and time of bid submission (as per GeM portal) and the proof of same has to be submitted / uploaded on GeM portal.

However, no EMD will be taken from exempt category of sellers as per General Terms and conditions of GeM. Exemption for EMD shall be provided only for MSME Category related to similar nature of works as mentioned in the later part of NIT.

AAI Bank Account Details for NEFT / RTGS are as follows: -

1	Name of Beneficiary	Airport Director, Airports Authority Of India, Kangra Airport
2	Name of Beneficiary Bank	State Bank of India
3	Name of Branch & Address	Kangra Opp Govt Polytechnic Kangra Teh & Distt Kangra (HP)-176001
5	Account No.	41358294260
6	IFSC Code	SBIN0010117

Scanned copy of the above payments (i.e. EMD) made through NEFT/RTGS to be uploaded along with the Technical Bid documents (online) to be submitted by the bidders.

Non-submission of EMD shall lead to disqualification of bidders.

EMD deposited through NEFT/RTGS would be refunded directly to their respective Bank Account of all except successful bidder whom the contract will be awarded. Bank details & Scanned copy of cancelled check to be submitted in this regard.

EMD Exemption: - Bidders Seeking EMD Exemption shall submit valid documents of Indian Micro & Small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and Handloom etc., for relevant category as per GeM terms & condition. Under MSE category, only manufacturers of goods & service providers are eligible for EMD Exemption.

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 2 covers shall be submitted through online GeM-portal by the bidder.

Cover I (Technical Bid): -

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.

B. Qualifying requirements of Agencies / firms:-

- (i) Agency specialized in the similar nature of work having Permanent Account Number. The agency shall submit the relevant proof in this regard.

- (ii) The Bidder should have experience of similar works (definition of similar works as below) during the last five years ending on 28.02.2026. The bidder has to submit the relevant **work experience certificates** to the tune of 03 works each of 40% of annual estimated value (or) 02 works each of 50% of the annual estimated value (or) 01 work of 80% value of the annual estimated value in last 05 years.

Similar works mean – Managing “Helpdesk/Information Counters” at Airports/ Providing skilled and trained manpower for Airlines Cabin Crew, Airline check-in counters/Managing Executive & Business Lounges at Airports/Providing skilled manpower for 5-star or 3-star Hotel Front Desk/ Managing “Helpdesk/Information Counters” in MNC Buildings/ Managing “Helpdesk/Information Counters” in Multi-Specialty Hospitals

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.

- (iii) Permanent Account Number (PAN), PF & ESI Registration and Goods and Services Tax Registration No.
- (iv) Scanned copy of duly signed and stamped Unconditional Acceptance of AAI Tender Conditions (Proforma given in Annexure-1).
- (v) Scanned copy of Affidavit (regarding payment of minimum wages & deduction of EPF/ESIC on non-judicial stamp paper value of 100/-) as per Annexure 7.
- (vi) Undertaking regarding Debarment/Blacklisting as per Annexure-6
- (vii) Duly signed tender document shall be uploaded in GeM portal.
- (viii) Should have annualized average financial turnover of **Rs. 9,78,575/-** against works executed during last three years ending 31st March of the previous financial year. As a proof, copy of **Abridged Balance Sheet** along with **Profit and Loss Account Statement** of the firm and certificate from Chartered accountant should be submitted along with the application. Firms showing continuous losses for the last three years in the balance sheet shall be summarily rejected.
- (ix) All documents issued/attested by Chartered accountant shall have UDIN. Any document issued/attested by Chartered accountant without UDIN shall not be accepted.
- (x) Copy of Authorization Letter / Power of Attorney.
- (xi) Copy of Valid MSE Certificate showing status of Company/Firm/Agency as Valid Micro / Small Enterprise to support the claim of exemption from submission of EMD.

C. The Technical bid

The technical bid shall contain the following:

Documents for Technical Evaluation (Segregated type) having separate file of each criteria

including soft copy of presentation in PPT(<15slides).

D. EMD:

- i) Scanned copy of payment details (i.e. EMD) made through NEFT/RTGS to be uploaded along with the Technical Bid documents (online) to be submitted by the bidders.

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.

TECHNICAL BID EVALUATION (SEGREGATED TYPE) (Additional Eligibility Criteria)

- 1. The Client shall follow the system where the technical bid and financial bid shall be evaluated separately.
- 2. The technical bid evaluation shall be done based on the following criteria:
- 3. During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

S.No	Criteria	Max Marks	Conditions & Score	Remarks/Documents for submission in technical bid folder
01	Agency turnover	20	<p>(a) If firm turnover is 1 Cr or more (20 Marks)</p> <p>(b) else If firm turnover is 75 lacs or more but less than 1 Cr (15 Marks)</p> <p>(c) else If firm turnover is 50 lacs or more but less than 75 lacs (10 Marks)</p> <p>(d) else If firm turnover is below 50 lacs (05 Marks)</p>	<p><i>Firm turnover is defined as the average turnover of firm over the last 3 years.</i></p> <p><i>Chartered Accountant verified / audited turnover statements (with UDIN) to be furnished as proof for the same</i></p>
02	Scale & Size of Operations	20	<p>(a) Single work of similar nature 25 Lacs or more during awarded work duration- 20 Marks</p> <p>(b) Single work of</p>	<p>Similar works mean – Managing “Helpdesk/Information Counters” at airports/ Providing skilled and trained manpower for Airlines Cabin Crew, Airline check-in counters/Managing Executive & Business Lounges at Airports/Providing skilled manpower for</p>

			<p>similar nature 15 Lacs or more but less than 25 Lacs during awarded work duration - 15 Marks</p> <p>(c) Single work of similar nature 10 Lacs or more but less than 15 Lacs during awarded work duration - 10 Marks</p> <p>(d) Single work less than 10 Lacs during awarded work duration - 05 Marks</p>	<p><u>5-star or 3-star Hotel Front Desk/Managing “Helpdesk/Information Counters” in MNC Buildings/ Managing “Helpdesk/Information Counters” in Multi-Specialty Hospitals</u></p> <p><i>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</i></p> <p><i>Level of satisfaction of client with work needs to be mentioned in the work experience certificate.</i></p> <p><i>Highest work value performed over the last 5 years of the single work will be considered for evaluation with min. of 1 year of execution of contract completed (Ongoing works meeting above criteria will be considered)</i></p>
03	No. of Projects	20	<p>(a) No. of works of similar nature ≥ 5 - 20Marks</p> <p>(b) No. of works of similar nature 03 or more but less than 5 - 15Marks</p> <p>(c) No. of works of similar nature = 02 10Marks</p> <p>(d) No. of works of similar nature less than 02 - 05 Marks</p>	<p><i>Definition of similar works - same as above but with at least 1-year duration. Work can be completed work / ongoing work and should have at least 1 year of work executed and should have been performed over the last 5 years.</i></p> <p><i>Value of each works contract should not be <05 Lakhs over awarded duration.</i></p> <p><i>Self-Attested copy of experience certificates for completed work / ongoing work issued by the Organization awarding work shall be acceptable. References of clients are also requested.</i></p>
04	Manpower on roll	15	<p>Manpower on Roll (Max marks 15)</p> <p>(a) Manpower on roll >75 - 15marks</p> <p>(b) Manpower on roll 51-75 - 10Marks</p> <p>(c) Manpower on roll 26-50 - 05Marks</p> <p>(d) Manpower on roll ≤ 25 - 02 Marks</p>	<p><i>Manpower on roll will be all employees on the books of the company as per statement of manpower wages/ manpower roll of last quarter.</i></p> <p><i>Duly CA audited statement (with UDIN) of manpower wages/ manpower roll for the previous four quarters to be submitted as part of the technical bid.</i></p> <p><i>For winning contractor, EPFO Challan /bank account statement in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters may be verified during award of contract. Inability to produce the same will lead to blacklisting of agency from future AAI tenders</i></p>

05	Presence of agency in different cities	10	<p>a) if agency has branch offices in >5 cities -10marks</p> <p>(b if agency has branch offices in 3-5 cities -05marks</p> <p>(c) if agency has branch offices in 1-2 cities -02marks</p>	<i>Self-Attested copy of address proof (like utility bills for example Telephone bill, Electricity bill not older than 03 months) of agency offices in each city shall be acceptable.</i>
06	Presentation and Deployment Methodology	15	<p>'Presentation by the Agency on the work to be done;</p> <p>a) Selection and Deployment methodology of manpower - (10 marks)</p> <p>(c) New Technology usage / Innovations in managing May I help you counters - (05 Marks)</p>	<p><i>'Presentation will be evaluated by a panel appointed by AAI on the aspects defined in scoring criteria</i></p> <p><i>Deployment methodology showcased in presentation will be added to work contract / agreement and contractor will be bound to adhere to it at all costs</i></p> <p><i>Date of Presentation will be intimated.</i></p>

4. Bidder who score 75 or more marks (out of 100) in Technical Evaluation shall be technically qualified and only their Financial Bid shall be opened. **Work shall be awarded to the bidder with lowest financial quote.**

5. The Bidder shall be required to produce attested copies of the relevant documents in support of para 3 in addition to the documentary evidences for (PQ/Tech **Cover-I**) for being considered during technical evaluation.

6. The bidder who qualified in the technical evaluation stage shall only be considered for opening of financial bids. Client shall intimate the bidders, the time / venue for the **financial Bid opening**.

7. Financial Bid Opening Procedure

7.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders / their authorized representatives, who choose to be present at the time of opening of the financial bids.

7.2 Absence of bidders or their authorized representatives shall not impair the legality of the process.

7.3 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.

7.4 Work shall be awarded to the bidder with lowest financial quote.

- 7.5 Bidders are required to upload "Item wise Price Breakup of quoted amount" on GeM portal as per the format failing which, the bid will be rejected. Bidders to note that this price breakup shall not be a part of L1 evaluation. However, the price breakup document uploaded by the bidder will be considered as part of the contract.
- 7.6 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.
- 7.7 If bidder's total quoted cost is less than the total cost of manpower specified in tender document / agreed during presentation (as per minimum wages inclusive of PF, ESI etc.) plus GST@18%, then bidder shall be disqualified
- 7.8 If there is a discrepancy between words and figures, the amount in words shall prevail.

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

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. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

EMD to be paid ONLINE as per details mentioned in earlier part of NIT on or before the date and time as specified in the tender document. **Tender of the tenderers whose EMD is not received by the time as specified in the tender document, then their tenders will be summarily rejected.** Any bank transaction delay will not be entertained.

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 within 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 ongoing 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). If at 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 the 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.
10. Bids Opening Process is as below: -

Cover-I: - Containing documents/technical bids (uploaded by the Agencies/firms) shall be opened on GeM portal as per GeM guidelines/process. 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 uploaded 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 intimated by Gem Portal.**

Bid Manager
AAI, Kangra Airport

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: Management of “May I Help You” Counters at Kangra Airport for a period of 36 (Thirty-Six) months

Ref. No.	Qualifying Criterion	Particulars	Enclosure
1	2	3	4
A.	<u>COVER-I (PQ/Tech folder) shall contain</u>		
1.	Name and address of the Firm / Email Address & Telephone No.		
2.	<u>Details of Registration / License</u> Organization/Deptt.		Registration copy enclosed: YES / NO
3.	Permanent Account No. (PAN)		(Copy Attached) YES / NO
4.	Goods and Services Tax No.		(Copy Attached) YES / NO
5.	PF Registration No.		(Copy Attached) YES / NO
6.	ESI Registration No.		(Copy Attached) YES / NO
7.	Certificate from clients of having satisfactorily completed (i). <u>Three works of each of Rs.13,04,767/-</u> <u>OR</u> (ii). <u>Two works of each of Rs. 16,30,958/-</u> <u>OR</u> (iii). <u>One work of Rs. 26,09,533/-</u> In single contract of similar nature of work during last five years ending on 28.02.2026	Details of the three / two / one work(s) as applicable	Copy of certificate enclosed: YES / NO
8.	Whether experience from Govt. organization or private clients	Firms showing work experience certificate from private agencies should submit TDS certificate in support of their claim for having experience of stipulated value of works	TDS certificate enclosed: YES / NO
9	Undertaking regarding Debarment / Blacklisting as per Annexure-6		YES/ NO

10.	TURNOVER: (Annualized average financial turnover equivalent to Rs. 9,78,575/- during the last three years ending 31st March of the previous financial year.	Year INR (in Lacs) Average :	Proof of turnover enclosed (Abridged Balance Sheet & Profit & Loss A/c): YES / NO
11.	Details of EMD	Bank transaction details to be provided.	EMD Fee paid: YES / NO
12.	Unconditional Acceptance Letter	Annexure-I	Copy to be Uploaded
13.	Authorization Letter / Power of Attorney		Copy to be Uploaded
14.	Affidavit for minimum wages, and Deduction of EPF/ESIC for Employees deployed at work	Annexure-7	Copy to be Uploaded
15.	Digitally signed tender document		
16.	Documents for Technical Evaluation (Segregated type) having separate file of each criteria including soft copy of presentation in PPT(<15slides).	To be submitted online through GeM portal: https://gem.gov.in .	
B.	COVER-II (Financial Bid) shall contain		
1.	Financial Bid	To be quoted online through GeM portal: https://gem.gov.in .	
C.	Details of any other information		

DECLARATION

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, Kangra Airport can be taken against me.

Place: _____

Date: _____

Signature with stamp
Authorized Signatory of the Agency/Firm

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

Date:

**To,
(Bid Manager)
Address
O/o Airport Director
Airports Authority of India
Kangra Airport
Kangra - 176209**

Sub: Acceptance of Terms & Conditions of Tender.

(Tender ID No: _____)

Name of Work: - Management of "May I Help You" Counters at Kangra Airport for a period of 36 (Thirty-Six) months

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from GeM Portal web site(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 hereby 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)

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 (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)

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 _____ (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).

PRE CONTRACT INTEGRITY PACT

This Pact made this day of between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at in India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, officers. or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

.....represented by of the other part, hereinafter called the "Bidder/Contractor" (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract for **"Management of "May I Help You" Counters at Kangra Airport for a period of 36 (Thirty-Six) months."** The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization " Transparency International" (T I) headquartered in Berlin (Germany).The Authority will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for **"Management of "May I Help You" Counters at Kangra Airport for a period of 36 (Thirty-Six) months.** In response to the NIT (Notice Inviting Tender) dated Contractor is signing the contract for execution of **"Management of "May I Help You" Counters at Kangra Airport for a period of 36 (Thirty-Six) months.**

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to

Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Authority;

- 1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 3.2 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt Practice, unfair means and illegal activities.

- 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contactor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitor.
- i) If he receives demand for an illegal/undue payment/benefit.
 - ii) If he comes to know of any unethical or illegal payment/benefit.
 - iii) If he makes any payment to any Authority's associate(s)
- 3.11 The Bidder/Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders's exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the sub- contractor(s) and associate(s) whose value of the work contribution exceeds Rs 2.0 Crores. (Rupees Two Crore only.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 4.4. That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 1.5 Crs. (Rupees One Crore Fifty Lacs.) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).
5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.
While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.

6. Sanctions for Violations/ Disqualification from tender process and exclusion from future Contracts.
- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
 - (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
 - (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.

6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub-Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub-Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

8. Independent External Monitor(s),

8.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.

8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.

8.3. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.

8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associates with confidentiality.

8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.

8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.

8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the

Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The word 'Monitor' would include singular and plural.

9. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10. Law and Place of Jurisdiction.

That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the Authority, as applicable.

11. Other Legal Actions

- 11.1 That the changes and supplements as well as termination notices need to be made in writing.
- 11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

- 12.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.
- 12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribe and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at _____ on _____

Buyer	BIDDER
Name of the Officer Designation	CHIEF EXECUTIVE OFFICER
Deptt./Ministry/PSU	
Witness 1. _____	Witness 1. _____
2. _____	2. _____

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 "Management of "May I Help You" Counters at Kangra Airport for a period of 36 (Thirty-Six) months" (hereinafter called the TENDER")

KNOW ALL PEOPLE by these presents that we _____ (name of bank) having our registered office at (hereinafter called "the bank") are bound unto _____ (Name of Senior Manager) (herein 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 withdraws, 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 provisions of the 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 deadline for submission of tender as such deadline is stated in the instructions to contractor or as it may be extended by the officer-in-charge, notice of which extension (s) to the bank is hear 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 6 months from last date of receipt of tender.

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
Favour 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 favour 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:

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:

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.

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

Place:

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

Affidavit
Regarding Payment of minimum wages & deduction of EPF/ESIC
(On Non Judicial Stamp Paper of Rs 100)

To
The Airport Director,
AAI, Kangra Airport.

Name of the work: Management of “May I Help You Desk” at Kangra Airport

I, _____(Name), _____ aged _____ years S/o
_____ (Name) Proprietor / Managing Partner / Managing Director
of _____ (Name of Agency) (Address of the company) do
hereby solemnly affirm and state as follows:

I am competent to swear this affidavit on behalf of _____ (Name of Agency)
_____, and hereby confirm that I am fully complying with the legal
obligations with regard to payment of minimum wages as per the Minimum Wages Act-1948 and
deduction of provident fund at the prescribed rates and its timely deposit to the Provident Fund
Authorities as per EPF & MP Act-1952 and Contract Labor (Regulations & Abolition) Act -
1970.

DEPONENT

Date:

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

Note: Affidavit shall must be sworn in/executed after date of release of Tender on GeM Portal.

AGREEMENT FORM

(To be printed on - stamp paper of appropriate Value)

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 , New Delhi-110 003 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. _____ (hereinafter 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 “**Management of “May I Help You” Counters at Kangra Airport for a period of 36 (Thirty Six) months**” (hereinafter 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 **Management of “May I Help You” Counters at Kangra Airport for a period of 36 (Thirty Six) months**” 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.

2.0 Contract Documents:

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as contract documents)

S.No.	Name of the Documents	Page No.
01.	Award letter of AAI Dated:	-
02.	Contractor’s Tender Application No. Dated:	-
03.	Envelope cover-I	-
04.	Tender Documents	-
05.	Notice Inviting Tender	-
06.	Tender forms	-
07.	General Conditions of Contract	-
08.	Special Conditions of Contract	-
09.	Schedule of quantities	-
10.	Envelope cover-II	-
11.	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 inconsistent therewith, contrary or repugnant thereto or any deviation taken by the contractor 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 effected 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 hereby in above.

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

In witness whereof, the parties have executed these presents, day, month and year first above mentioned at _____.

Contractor's signature

Signature for AAI

WITNESS:

1.

2.

WITNESS:

1.

2.

SPECIAL CONDITIONS AND SPECIFICATIONS

Name of work: **“Management of “May I Help You” Counters at Kangra Airport for a period of 36 (Thirty Six) months”**

1. Scope of work for Management of “May I Help You” counters:

At least one Attendant and one Assistant shall be stationed at the main help desk during watch hours. Deployment of rest of the manpower will be decided by AAI based on requirement.

The scope of work Includes:

- 1) Assistance to Senior Citizens and Persons with Disability for hassle-free movement through Airport and for providing information to them in coordination with concerned airlines.
- 2) Providing information and assistance to passengers/visitors during their travel through Kangra airport.
- 3) Operation and Management of Wheelchairs provided by AAI.
- 4) Operation and Management of Child Strollers provided by AAI.
- 5) Handling VIP movements at the Airport in coordination with Terminal Manager Office starting from their arrival at airport till the boarding gate / aircraft.
- 6) The main “May I Help you” Counter which will be located in the Departure and Arrival area. The counter will be provided by AAI.
- 7) AAI will provide flight Information Display Systems catering for arrival and departing passengers, Land Line Telephone, EPBAX Intercom connection on the “May I Help you” Counter. The Agency Supervisor should keep Mobile Phone to coordinate with AAI.
- 8) Intimate any issues requiring intervention of AAI to the Head of Operations/Airport Director.
- 9) To ensure that reserved lounge facility is provided to VIPs entitled as per the list issued by Ministry of Civil Aviation or approved by Airport Director.
- 10) Assisting Duty Terminal Manager in preparation of Airport Entry Passes (AEPs) for VIPs and coordinating with airlines and CISF/APSU during VIP movement.
- 11) Receiving / Seeing-off the VIPs / authorized guests by APD or TM along with AAI Officers on duty to Reserve Lounge / Boarding Gate / Arrival Exit.
- 12) Serving Food & Beverages to the VIPs / authorized guests by APD or TM and ensuring cleanliness of the Reserve Lounges.
- 13) Providing and serving mineral water, tea, coffee, cookies to the VIPs/authorized guests. Agency has to arrange the required equipment/material for the same (including tea/coffee vending machine, Tissue paper, crockeries etc.) at no extra cost. Daily average number of VIP guests visiting the Airport is 04 plus 04 guests accompanying them i.e. total 08 guests per day. The Quantity is indicative only, actuals may vary.
- 14) Agency shall keep sufficient stock for snack items on 1st of every month or as per requirement.
- 15) The quality of beverage or cookies served to VIPs/authorized guests must be of good standard with approval of APD/TM.
- 16) Crockery items (glasses, cups, plates, bowls, tea spoons, trays, kettle, hot water thermos etc.) shall be branded (with approval of APD/TM) and shall be available for serving of at least 8 persons in both reserved lounges simultaneously i.e. 16 persons at a time.

Note: Agency will provide uniform to the deployed manpower. Design/color of which will be approved by AAI. The uniform will have the agency’s Logo. At least 50% of the manpower deployed must constitute of female and rest can be males.

2. Contract Period

Period under the scope of work is for three years (36 months).

Competent Authority may terminate the work at any time without assigning any reason and the decision of competent Authority is final and binding on the Agency.

3. **Validity:** -The rates quoted by the Agency shall have a validity of ninety (90) days from the date of opening Technical bid

4. MANPOWER, Qualification/ Experience

4.1 Total number of shifts: 01

Total number of counters: 02

Departure: 01

Arrival: 01

S. No.	Description of Manpower	No. of Persons to be deployed per shift (to be filled as per size of Airport) (A)	Total No. of Persons to be deployed per Day (A X No.of shifts)	Minimum Educational Qualification & Experience
1	Helpdesk Attendants (Semi-Skilled)	02 Nos	02 Nos	Qualification: Passed 10+2 Experience: Minimum 01 year experience in the Hospitality Industry
2	Helpdesk Assistants (Skilled)	02 Nos	02 Nos	Qualification: Graduate in any discipline and should have certificate of being trained in sign language for hearing impaired and mute (deaf and dumb) persons. Experience: Minimum 01 year experience in the Hospitality Industry
3	Shift Supervisor (Highly skilled)	01 Nos	01 Nos	Qualification: Minimum Graduate in Hotel / Hospitality Management / Aviation Industry or equivalent fields. Experience: Minimum 01 year Working Experience in Hospitality Industry / Aviation Industry
4	Reserved Lounge Attendants (Semi-Skilled)	02 Nos	02 Nos	Qualification: Passed 10+2 Experience : Minimum 01 year experience in the Hospitality Industry

4.2 Agency has to provide above manpower for all calender days i.e. 365 days in a year (i.e. including Sundays & Gazzetted holidays. Contractor has to provide relievers for staff availing weekly off / leave.

4.3 One shift means 8 hours duty and total working hours will be 48 hrs per week for each staff. The shift timings will be decided by APD or his authorized representative which may vary with approved watch hours and may vary time to time. However, deployment of manpower may be redefined by AAI.

4.4 Extra overtime hours performed by employee shall be paid by contractor at double the ordinary minimum wage rate on pro-rata basis (i.e. wage rate per hour work performed) and same shall be reimbursed to the contractor on the actual basis.

5. **Preparation of Record/log book:** There should a record book to be maintained and updated in each shift with all relevant information regarding passengers'/VIP movements who have been assisted during the shift. The record book should be duly verified in each shift by Agency deployed Supervisor and counter verified by Terminal Manager.

6. In case of any misbehavior, in addition to taking strict action, the Tenderer will be penalized for the same and the decision of the competent authority in this regard shall be final and binding on the Tenderer.

7. **Penalty on Agency shall be imposed in case:**

- (i) Staff does not report on time as per duty roster.
- (ii) Staff is found not working/missing/sleeping.
- (iii) Staff on duty without uniform.

7.1 **The rates of penalty shall be as follow: -**

- (a) Helpdesk Attendant/Assistant@ 1.5 times of minimum wage per day per Employee
- (b) Supervisor@ 2 times of minimum wage per day per Employee
- (c) Penalty @ Rs.300/-per day per Employee if found on duty without uniform/ uniform not properly cleaned and maintained.

In addition to above, penalty will also be imposed in following cases

S. No.	Description	Rates of Penalty
1.	Delay in payment of wages to employees	Rs. 50 per day per employee
2.	Not attending / facilitating passengers / VIP	Rs. 500 per instance
3.	Non payment of EPF / ESI within a month	Rs. 100 per month per employee
4.	Non payment of Bonus to employees within a year	Rs. 500 per month per employee
5.	Delay in providing crockery items, material / equipment	Rs. 1000 per instance

8. **UNCONDITIONAL BID**

8.1 Tenderer / bidders shall not add any conditions either in technical e-bid or in financial e - bid, failing with their tender shall liable to be rejected. Conditional tenders / e-bids / financial e-bids/ offers etc. by whatever name called shall be liable to be rejected. For this acceptance of AAI's Tender Conditions Bidders are requested to submit the proforma: "**Acceptance of the AAI's Tender Conditions**" enclosed along with the tender document.

8.2 In case the documents submitted by the tenderer are false, incorrect, not as per tender conditions, the same shall be liable to be rejected. The financial viability as per prescribed criteria if not fulfilled, the tender shall be liable to be rejected, besides any other appropriate legal action as may be warranted to be initiated by. If it comes to the notice of AAI that any incorrect and/or false information has been submitted by the tenderer, such award shall be liable to be cancelled after giving an opportunity of being heard, besides any other legal action, as may be made out under the facts and circumstances of the case.

9. The Agency shall meet all the requirement of Contract Labour (Regulation and Abolition) Act-1970, statutory provision regarding Minimum wages, statutory labour and other law as applicable from time to time.

10. The licensee is expected to pay minimum wages per worker as mandated by Labour Laws – As of the date of the release of the tender, minimum wages are as follows:

1. Highly skilled-: Rs. 893 / day
2. Skilled-: Rs. 760 / day
3. Semi-skilled-: Rs. 632 / day

Note: These rates may be abstracted from notification by state / central Government from time to time.

11. **No escalation on item is applicable, however agency will be entitled to get reimbursement of hike in minimum wages and corresponding PF, Bonus, ESI contribution on production of documentary evidence**
12. The payment of wages should be made to the employed manpower/labor's account no. through RTGS/NEFT/Cheque by the 7th of every successive month. Delay in payment will attract a penalty of Rs. 50 per day per employee and will be paid to his employee along with salary.
13. Contractor has to pay National Holiday allowance to its employees for three National Holidays per year (i.e. twice the wage for that day). Quoted rate is inclusive of this amount.
14. The Agency shall meet all the requirement of Contract Labour (Regulation and Abolition) Act-1970, statutory provision regarding minimum wages, statutory labour and other law as applicable from time to time.
15. No labour below the age of eighteen years shall be employed on the work.
16. 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.
17. 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".
18. The Agency shall get themselves 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.
19. Rates quoted for manpower are inclusive of providing two set of Uniforms (Blazer, Pant, Shirt), one sweater, one pair of shoes and two pair of socks every year.
20. **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.
21. 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 including his family members (subject to maximum of 4 persons in family). As this amount is reimbursable, no payment shall be deducted from the salary of an employee.

22. 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.

23. ADMISSION TO SITE:

23.1 Necessary entry permits will be obtained from the concerned issuing authorities for working in passenger and non-passenger areas. Applicable fees for obtaining the permits / AVSEC training shall be paid by the agency and the rates quoted are inclusive of such fees. Nothing extra shall be paid on this account. The tenderer has to make arrangements for police / BCAS verification and security clearance for his agency and staff.

23.2 As per BCAS AVSEC Circular amended from time to time, the service provider should obtain security clearance and security program from BCAS for obtaining AEPs for the deployed manpower. Airports Authority of India shall not be responsible for any delay in this regard. The service provider with all the relevant documents shall apply to RD - BCAS through Airport Director.

23.3 Also, it is the duty of the contractor to ensure that airport permits are treated with utmost sanctity and are not allowed outside the airport premises.

23.4 Contractor has to ensure that latest AEP guidelines issued by BCAS are being followed.

24. 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 (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 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 Nationalised 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 Nationalised 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 Nationalised 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.

25. Payment Terms:

- (i) Payment shall be made on **Monthly** basis. The Agency shall ensure that the Monthly bill is to be submitted by 7th 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 will not affect the timely payment to workers. The Payment to the workers shall be made through bank transfer only.
- (ii) The following documents as applicable shall be produced and self-attested photo copy shall be submitted by the Contractor along with monthly invoices: -
- Monthly Challans of E.P.F. and E.S.I. contribution along with transaction status of the same.
 - Wages sheet & bank statement verifying transfer of the wages to individual, signed by workers each month.
 - Salary slip of all employees.
 - Bonus details received and signed by workers.
 - Monthly attendance record.
- (ii) The final bill will be prepared on completion of the contract.

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. Force Majeure

27.1 Force Majeure

27.1.1 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 27.1.2, 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.

27.1.2 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 onto 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, event or 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; or
- (ii) 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 stoppage of work (other than strikes, labour disputes on a nationwide basis); or
- (iv) economic hardship.

27.2 Duty to Report Force Majeure Event

27.2.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto 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 27 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 alleviating 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 27.2.1, 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 particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

27.2.2 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 27.2.1, and such other information as the other Party may reasonably request the Affected Party to provide.

27.3 Allocation of Costs Arising out of Force Majeure

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

27.3.2 Save and except as expressly provided in this Clause 27, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

27.4 Effect of Force Majeure Event

27.4.1 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.

27.4.2 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 hereunder.

27.5 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 whatsoever, save as provided in this Article 27, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; 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 representation,

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.”

28. Implementation of Integrity Pact (Applicable for contracts having estimated cost of Rs. 100 lakhs or more for three years)

28.1 Signing of Integrity Pact is mandatory for every bidder participating in this tender and the contract who is awarded the work. The Pact signed on each page by the person authorized by the bidder / sub – contractor / associate to sign the bid for submission or the person authorized to sign the contract on behalf of successful bidder. The scanned copy of the same shall be uploaded by the bidder (along with unconditional acceptance as per Annexure-1 of tender document in “Technical Bid /Attachments section of e- tendering portal) in Envelop – I shall be enclosed with the agreement by the contractor.

28.2 All sub – contractors / associates whose contribution in the project is Rs. 0.50 Crores (Rupees Fifty Lacs) or above shall sign Integrity Pact with the Authority after the work is awarded to the successful bidder. All bidders shall inform their sub – Contractors / associates accordingly.

28.3 The Independent External Monitor (IEM) for this work shall be as under. All correspondences regarding implementation of Integrity Pact Shall be addressed to:

Shri Prabhat Ranjan Acharya, IA & AS [Retd.]	Shri Kuldip Kumar Peshin, CE & MES [Retd.]
Flat no. 501, Ganga Block no. 1	W2B046, Wellington Estate
Pocket D-6, Vasant Kunj,	DLF-5, Gurgaon,
New Delhi – 110 070	Haryana – 122009
Mobile no. – 9810400231	Mobile no. – 9810922190
E-mail – prabhatacharya@gmail.com	E-mail – kkpeshin@yahoo.com

**Bid Manager
AAI, Kangra Airport**

Schedule of Quantities

Name of Work: Management of May I Help You Counters at Kangra Airport for a period of 03 years (36 months).					
S. no.	Item Description	Quantity	Unit	Rate in Rs.	Amount in Rs.
1.	Management of May I Help You Counters at Kangra Airport for a period of 3 years (36 months) inclusive of Manpower cost for 01 shift Supervisor (Highly Skilled), 02 Helpdesk Assistant (skilled), 02 Helpdesk Attendant (Semi skilled), 02 Reserved Lounge Attendant (Semi skilled) per day including PF, ESIC, Bonus, etc. as per scope and specification of work mentioned in Special Conditions and specifications of tender / bid document.	36	month		
Total					
In words:					
NOTE: 1.	Bidders are required to upload "Item wise Price Breakup of quoted amount" on GeM portal as per the format. Bidders to note that this price breakup shall not be a part of L1 evaluation. However, the price breakup document uploaded by the bidder will be considered as part of the contract.				
2.	If bidder's total quoted cost is less than the total cost of manpower specified in tender document / agreed during presentation (as per minimum wages inclusive of PF, ESIC, Bonus etc.) plus GST@18%, then bidder shall be disqualified.				
3.	The bidders quoted rate should be inclusive of the cost of Uniform, providing and serving mineral water, tea, coffee, cookies to the 08 VIPs/guests accompanying VIPs/Authorised guests per day and as per scope and specification of work mentioned in Special conditions and specifications of tender/bid document, and all statutory components (Minimum wage, PF, ESI, Bonus, NH for three days per year, Service charges/Profit etc.) & all taxes (Incl. GST).				
4.	Amount should be quoted considering the manpower for all 365 days per year.				

Signature of Bidder / Authorized Signatory
(With company seal / stamp)