



**एअरपोर्ट सर्विसेज
AI AIRPORT SERVICES**

AI AIRPORT SERVICES LIMITED

Regd. Office: 2nd Floor, GSD Building, Air India Complex, Terminal-2, IGI Airport, New Delhi-110037, India

CIN: U63090DL2003PLC120790

**Address for correspondence: GSD Complex, NIPTC, Near Indian Oil depot, Terminal 2,
Mumbai– 400099, Maharashtra, India.**

Tender No.: 1828 dated 05.08.2025

**Public Tender Inquiry
for
Supply of Diesel for AIASL
Ground Support Equipment
at Mumbai**

Place of receipt of Bids:

To be dropped at MMD Tender Box
AI AIRPORT SERVICES LIMITED,
GSD EMD, Next to CISF Gate No.5,
Near Sahar Police Station, Andheri East-
400099

(i). Closing date & time for receipt of Bid

: 18th August 2025, 1400 Hours

(ii) Time and date of opening of Bids

: 19th August 2025, 1100 Hours

INDEX

Section	Topic	Page No.
----------------	--------------	-----------------

PART-1 BIDDING PROCEDURE

Section I	– Invitation for Bid (IFB) -----	4
Section II	– Instructions to Bidders (ITB) -----	5-11
Section III	– Qualification Criteria & Performance Statement-----	12
Section IV	Bidding Forms:	
	- (A) Bid Submission Form-----	13
	- (B) Price Schedules-----	14
	- (C) Bank Guarantee Form for Bid Security in the Form of EMD -----	15
	- (D) Manufacturer's Authorization Form -----	16
	- (E) National Electronic Fund Transfer (NEFT) Form-----	17

PART-2 SUPPLY REQUIREMENTS **18**

Section V	– Schedule of Requirements -----	19
-----------	----------------------------------	----

PART-3 CONTRACT **20**

Section VII	– General Conditions of Contract (GCC) -----	21-26
Section VIII	– Contract Forms	
	(A) Integrity Pact -----	27-31
	(B) Bank Guarantee Form for Performance Security-----	32



एआई एअरपोर्ट सर्विसेज
AI AIRPORT SERVICES

PART-1

BIDDING

DOCUMENTS

Tender No.: 1828

INVITATION FOR BID (IFB)

1. AI Airport Services Limited (AIASL), a Government of India Company providing Ground Handling Services at most of the Indian Airports, invites sealed quotations for supply of Diesel from Oil Companies and authorized dealer of Oil companies in vicinity of CSMI Airport Mumbai for our equipment at CSMI airport. The estimated requirement of diesel will be as follows:

SN	Description	UoM	Qty Required		
			per day (Litres)	per month (litres)	per year (litres)
1	Supply of Diesel	Liters	2500 litres	75000	900000

- (i). Closing date & time for receipt of Bid : 18th August 2025, 1400 Hours
 - (ii) Time and date of opening of Bids : 19th August 2025, 1100 Hours
2. Bidder may also download the Bidding documents from the AIASL www.aiasl.in and www.aiah.in and submit its Bid by utilizing the downloaded document.
3. Bidders shall ensure that their Bids, complete in all respects, are dropped in Tender Box at MMD office of AI AIRPORT SERVICES LIMITED, GSD - EMD, Next to CISF gate No.5, Near Sahar Police Station, Andheri East-400099
4. Tender must be submitted on or before the closing date and time as indicated in the Para-1(i) above, failing which the Bids will be treated as late and rejected.
5. In the event of any of the above-mentioned dates being declared as a holiday / closed day for the Purchaser, the Bids will be received/opened on the next working day at the appointed time.
6. The Bidding Documents are not transferable.
7. Earnest Money Deposit (EMD): - An Earnest Money Deposit of INR 18,00,000/- (Rupees eighteen lakh only) must be submitted by means of a Bank Draft or Banker's Cheque or ECS in favor of AI Airport Services Limited, payable at Mumbai, and should be submitted along with the technical bid. No other mode of payment is acceptable.
8. **Micro/Small/Medium Scale Industries (MSMI)** registered with Udyam/MSMI Registration Authority under its Single Point Registration Scheme will be exempted from submission of EMD.



SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

S. No.	Topic	Page No.
A	PREAMBLE	
1	Introduction	6
2	Language of Bid	6
B	BIDDING DOCUMENTS	
3	Contents of Bidding Documents	6
4	Amendments to Bidding Documents	6
5	Clarification of Bidding Documents	7
C	PREPARATION OF BIDS	
6	Documents Comprising the Bid	7
7	Bid Currencies	7
8	Bid Prices	7
9	Firm Price	8
10	Documents Establishing Bidder's Eligibility and Qualifications	8
11	Bid Security/EMD	8
12	Bid Validity	9
13	Signing and Sealing of Bid	9
D	SUBMISSION OF BIDS	
14	Submission of Bids	9
15	Late Bid	9
E	BID OPENING	
16	Technical Bid Opening	10
F	SCRUTINY AND EVALUATION OF BIDS	
17	Preliminary Scrutiny of Bids	10
18	Qualification Criteria	10
19	Comparison of Bids and Award Criteria	10
G	AWARD OF CONTRACT	
20	Purchaser 's Right to Accept any Bid and to Reject any or All Bids	11
21	Variation of Quantities at the Time of Award /Currency of Contract.	11
22	Notification of Award & Issue of Contract	11
23	Non-receipt of Performance Security and Contract by the Purchaser	11
24	Corrupt or Fraudulent Practices	11

SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)
A. PREAMBLE

1. Introduction:

- 1.1 The Purchaser has issued these Bidding Documents for purchase of goods and related services as mentioned in Section – V – “Schedule of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 1.2 This section (Section II - “Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.
- 1.3 Before formulating the bid and submitting the same to the Purchaser, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

2. Language of Bids

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the Purchaser, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

B. BIDDING DOCUMENTS

3. Content of Bidding Documents:

In addition to Section I – “Invitation for Bid” (IFB), the Bidding Documents include:

- | | | | |
|---|----------------|----|--|
| ➤ | Section II | – | Instructions to Bidders (ITB) |
| ➤ | Section III | – | Qualification Criteria |
| ➤ | Section IV | – | Bid submission Form |
| ➤ | Section IV B | -- | Price Schedule |
| ➤ | Section IV C | -- | EMD form for Bid security |
| ➤ | Section IV E | -- | NEFT Mandate form |
| ➤ | Section V | – | Schedule of Requirements (SOR) |
| ➤ | Section VII | – | General Conditions of Contract (GCC) |
| ➤ | Section VIII-A | – | Integrity Pact |
| ➤ | Section VIII-B | -- | Bank Guarantee form for performance security |

4. Amendments to Bidding Documents:

- 4.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 4.2 Such an amendment will be uploaded on website: 1. <http://www.aiasl.in>.

2. <http://www.aiahl.in>

5. Clarification of Bidding Documents:

Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the Purchaser in writing.

C. PREPARATION OF BIDS

6. Documents Comprising the Bid:

6.1 The “Bid” on two Bid System prepared by the Bidder shall comprise the following:

- i) Bid Security furnished in accordance with ITB clause 12.
- ii) Bid Submission Form as per Section IV (A).
- iii) Bidder/Agent who quotes for goods manufactured/supplied by other manufacturer shall furnish Manufacturer’s Authorization Form as per Section IV (D).
- iv) The GST number/TAN number & PAN number may be given with the quotation, otherwise Quotation will be rejected.
- v) National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.
- vi) Price Schedule(s) as per Forms I for goods in Section-IV(B) filled up with all the details.
- vii) The successful firm will have to provide credit facility minimum for the one month to AIASL.
- viii) The bidding firm should be an authorized supplier of diesel of PSU Brands such as Indian Oil/Hindustan Petroleum & Bharat Petroleum etc.

It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above, if any.

6.2 All pages of the Bid should be page numbered and indexed.

6.3 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.

6.4 A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

6.5 Bid sent by e-mail/fax/telex/cable/electronically shall be ignored and rejected.

6.6 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in AIASL. Notification of Award will not be issued without NEFT Mandate Form.

7. Bid Currencies:

The Bidder supplying goods/items as specified in schedule V shall quote in Indian Rupees Only.

8 Bid Prices:

The Bidder shall indicate on the Price Schedule provided under Section IV (B) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as “NA” (means Not Applicable) by the Bidder.

9. Firm Price:

The discount or reward point by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

10. Documents Establishing Bidder's Eligibility and Qualifications:

10.1 Pursuant to ITB clause 6, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualifications to perform the contract if its Bid is accepted.

10.2 The Bidder and manufacturer meet the qualification criteria incorporated in the Section III.

11. Bid Security/EMD:

11.1 The Bidder shall furnish EMD along with its Bid, for amount as shown in the IFB in Section I. The Bid Security is required to protect the Purchaser against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 12.6 below.

11.2 The EMD shall be furnished in one of the following forms:

- i) Account Payee Demand Draft in the name of AIASL
- ii) Fixed Deposit Receipt in the name of AIASL
- iii) Banker's cheque
- iv) Bank Guarantee
- v) Payment online through RTGS / internet banking in Beneficiary name
AI Airport Services Limited
Account No. 00600310003602
IFSC Code HDFC0000060
Bank Name HDFC BANK
Branch address HDFC Bank Ltd Ground Floor Jehangir Building M G Road Fort
Mumbai 400001 Maharashtra.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to submit scanned copy / proof of the Online Payment Transfer along with bid.

11.3 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India or country of the Bidder, in favor of the **"AI AIRPORT SERVICES LIMITED"**, payable at **"Mumbai"**. In case of Bank Guarantee, the same is to be provided from any Commercial Bank in India or country of the Bidder as per the format specified under Section IV (C) of Bid Documents.

11.4 The Bid Security in the form of EMD shall be valid for a period of forty-five days beyond the validity period of the Bid.

11.5 EMD of unsuccessful Bidders will be returned to them without any interest, within 30 days after finalization of the contract. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from that Bidder.

11.6 EMD of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the Purchaser. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

12. Bid Validity:

- 12.1 The Bid shall remain valid for acceptance for a period of 120 days (one hundred and twenty days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 12.2 In exceptional cases, the Bidders may be requested by the Purchaser to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the EMD accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.
- 12.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for the Purchaser, the Bid validity shall automatically be extended up to the next working day.

13. Signing and Sealing of Bid:

- 13.1 The Bidders shall submit their Bids as per the instructions contained in ITB Clause 6.
- 13.2 Bid shall either be typed or written in indelible ink and the same shall be signed by the Bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract.
- 13.3 The Bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the person signing the Bid shall initial the same.
- 13.4 Bidding Document seeks quotation following **Two Bid Systems**. The Bid should be submitted in Packet A (Technical) and Packet B (Commercial) **in separate sealed envelopes**, clearly marked as:

Envelope 1: "Technical Bid – Supply of Diesel for AIASL Ground Support Equipment's "

Envelope 2: "Commercial Bid – Supply of Diesel for AIASL Ground Support Equipment's "

Note: Both envelopes must be placed in a third sealed envelope marked: "TENDER – Supply of Diesel for AIASL Ground Support Equipment at Mumbai.

If any indication of price in technical bid the bid will summarily rejected

D. SUBMISSION OF BIDS

14. Submission of Bids:

The Bidders must ensure that they deposit their Bids not later than the closing time and date specified for submission of Bids. It is the responsibility of the Bidder to ensure that their Bids whether sent by post or by courier or by person, are dropped in tender box at MMD-WR by the specified clearing date and time. In the event of the specified date for submission of Bids falls on or is subsequently declared a holiday or closed day for the Purchaser, the Bids will be received up to the appointed time on the next working day.

15. Late Bid:

A Bid, which is received after the specified date and time for receipt of Bids will be treated as "Late" Bid and will not be considered.

E. Technical BID OPENING

16. Opening of Bids:

- 16.1 The Purchaser will open the Technical Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 16.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the Purchaser, the Bids will be opened at the appointed time and place on the next working day.
- 16.3 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders.

F. SCRUTINY AND EVALUATION OF BIDS

17. Preliminary Scrutiny of Bids:

- 17.1 The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order.
- 17.2 Prior to the detailed evaluation of Technical Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations. However minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, the Purchaser may waive the same. Or obtain necessary clarifications from the bidder.
- 17.3 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

18. Qualification Criteria:

- 18.1 Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Technical Bid Section III, will be treated as non - responsive and will not be considered further.
- 18.2 Opening of Price Bids:
- 18.3 The Purchaser will open the Price Bids of the technically qualified parties at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 18.4 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the Purchaser, the Bids will be opened at the appointed time and place on the next working day.
- 18.5 Authorized representatives of the Bidders, who are technically qualified may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders.

19. Comparison of Bids and Award Criteria:

- 19.1 For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out on consignee site basis.
- 19.2 The contract may be awarded to the bidder who has offered maximum discount and agreed to provide Royalty Reward points under card payment.

G. AWARD OF CONTRACT

20. Purchaser's Right to accept any Bid and to reject any or all Bids:

The Purchaser reserves the right to accept in part or in full any Bid or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

21. Variation of Quantities at the Time of Award/ Currency of Contract:

At the time of awarding the contract or during the currency of the Contract, the Purchaser reserves the right to increase or decrease by up to twenty-five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "Schedule of Requirements" (rounded off to next whole number) without any change in the rates and other terms & conditions quoted by the Bidder.

The contract will be for a period of **one year** from the date of award of contract, extendable for a further period of one year on the basis of satisfactory performance and on mutual agreement.

22. Notification of Award & issue of Contract:

Before expiry of the Bid validity period, the Purchaser will notify the successful Bidder(s) in writing, by email that its Bid for goods & services, which have been selected by the Purchaser, has been accepted. The successful Bidder must furnish to the Purchaser the required Performance Security immediately upon Notification of Award and Contract Agreement failing which the bid security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 3 under Section-VII. The responding bidder must submit the duly signed "Integrity Pact" as per Section VIII (copy attached).

23. Non-receipt of Performance Security and Contract by the Purchaser:

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB Clauses-23 above shall make the Bidder liable for forfeiture of its EMD and, also, for further actions by the Purchaser against it as per the clause 16 of GCC – Termination of default in Section-VII.

24. Corrupt or Fraudulent Practices:

It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- (b) will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract.
- (c) To ensure highest standard of integrity, Integrity pact (copy attached at page no. 27 to 31) should be signed by responsive bidder. Independent External monitor will review entire tendering process as stated on page no. 30 section 7.

SECTION – III – PRE QUALIFICATION CRITERIA

(A) PRE QUALIFICATION CRITERIA

Tender No.: 1828

SN	Qualification Criteria		Submit document
1	Authorization Certificate	Authorization from PSU Oil Company to supply diesel. Only Oil company-owned outlets or authorized dealers within Mumbai Suburban District who can deliver the required quantity within 1 hour in 2000 liters fitted with automatic flow meters will only be considered	
2	Mobile No.		
3	GST No. PAN No.		
4	EMD submission receipt or MSME		
5	Annual Turn Over of supplier Average of last 3 Financial years (2021-22) (2022-23) (2023-24) should be minimum 2.70 crore.	CA Certificate to be submitted along with balance sheet P&L Statement) for FY (2021-22, 2022-23 & 2023-24) duly signed by Proprietor/Director enclosed.	
6	Tender document duly signed and stamped		
7	Proven past performance of Bidder of supplying the Diesel to Government organization/PSU/ State Government/ Educational institutions in last 3 years.	Document in support to be submitted	
8	Infrastructure Readiness	Availability of Diesel Bowsers (2000–3000 liters) fitted with calibrated flow meters.	
9	Quality Assurance Certification for manufacture: ISO 9000 or equivalent preferred.		
10	The firm should have their /diesel outlet within Mumbai Suburban District To ensure that the diesel can be delivered within 1 hours from our request for delivery.		

In support of above, the Bidder shall furnish required documents.

Sign Stamp of Vendor

SECTION - IV

(A) BID SUBMISSION FORM

Date _____

To

AI AIRPORT SERVICES LIMITED
GSD EMD, Next to CISF gate No.5,
Near Sahar Police Station,
Andheri East-400099

Ref: Your Bidding Document No. _____ dated _____

We, the undersigned have examined the above-mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document and submit our offer in 2 separate sealed envelopes marking Technical Bid & Price Bid with required technical & price information as per tender terms.

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 3, in Section - VII for due performance of the contract.

We agree to keep our Bid valid for acceptance for 120 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid will be valid for aforesaid period.

We agree to all terms and conditions of General Conditions of Contract as per Section VII.

We agree to clause Fall Clause at Sr. No. 19 of General Conditions of Contract as per Section VII.

We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

[Signature with date, name and designation]

Duly authorized to sign Bid for and on behalf of M/s _____

[Name & address of the manufacturers]

SECTION – IV

(B) PRICE SCHEDULE – To be submitted in Commercial bid Envelop 2

Rate prevailing on date of supply will be applicable

“Procurement of Diesel for GSE at Mumbai Airport Qty 75000 liters per month & 900000 liters for 1 year”

prevailing rate of diesel on date of supply with discount and royalty as shown in following table:

SN	Description	Per Liter	Qty	Total Amount
1	Average Rate of Diesel considering fluctuations during the year	Rs. 100/-	9,00,000	
2	Percentage of discount on the rate on the day of supply (Percentage %)			
3	Royalty Reward Cash Back Percentage against card payment (Discount per Litre)			
Supplier GST No				
AIASL GST No. 27AAECA6186G1ZJ				
Confirmation: We confirm that we agree to give free delivery at GSD Complex on daily basis as per rates				
Signature and seal of Vendor				

The above prices quoted are for supply of diesel as mentioned in schedule.

Signature of Bidder:
Name & Designation;
Place:
Business Address:
Date:
Seal of the Bidder:

Note: If there is a discrepancy between the unit price and total price the unit PRICE shall prevail.

SECTION – IV

(C) BANK GUARANTEE FORM FOR BID SECURITY IN THE FORM OF EMD

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the supply of (hereinafter called the “Bid”) against the Purchaser’s Tender No. _____ know all persons by these presents that we _____ of (Hereinafter called the “Bank”) having our registered office at _____ are bound unto (hereinafter called the “Purchaser”) in the sum of _____ for which payment will and truly to be made to M/s AIASL, the Bank binds itself, its 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 the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity: -

a) fails or refuses to furnish the performance security for the due Performance of the contract.

Or

b) fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of thirty days after the period of Bid validity of 120 days i.e. for 150 days (120 days + 30 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

SECTION –IV
(D) MANUFACTURER’S AUTHORISATION FORM

To,
AI AIRPORT SERVICES LIMITED
GSD EMD, Next to CISF gate No.5, Near Sahar
Police Station, Andheri East-400099

Dear Sirs,

Ref. Your Bidding Reference No _____, dated _____
We, _____ who are proven and reputable PSU
Company in the field of diesel / Petrol supply having facility at _____
_____, hereby authorized M/s _____

(name and address of the agent) to submit
a Bid, process the same further and enter into a contract with you against your requirement as
contained in the above referred Bidding Documents for the above goods supplied by us.

We further confirm that - M/s.

(name and address of the above agent) is authorized to
submit a Bid, process the same further and enter into a contract with you against your
requirement as contained in the above referred Bidding Documents for the above item to be
supplied by us.

.

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of M/s _____

[Name & address of the manufacturers]

Note: 1. This letter of authorization should be on the letter head of the manufacturing firm
and should be signed by a person competent and having the power of attorney to
legally bind the manufacturer.

2. Original letter may be enclosed.

SECTION – IV
(E) NEFT MANDATE FORM

From: M/s. _____

Date: _____

To

AGM-GH & Dy. COF
AI AIRPORT SERVICES
LIMITED

Sub: NEFT PAYMENTS

We refer to the NEFT being set up by AIASL for remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

Name of City	
Bank Code No.	
Bank 's name	
Branch Address	
Branch Telephone / Fax no.	
Supplier's Account No.	
Type of Account	
IFSC code for NEFT	
IFSC code for RTGS	
Supplier's name as per Account	
Telephone no. of supplier	
Supplier's E-mail ID	

[Signature with date, name and designation]

For and on behalf of M/s

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

PART-2

SUPPLY REQUIREMENTS

SECTION - V

Schedule of Requirements

SN	Description	UoM	Qty Required		
			per day (Litres)	per month (litres)	per year (litres)
1	Supply of Diesel	Liters	2500 litres	75000	900000

SCOPE OF WORK:

1. The quotations of authorised dealers of PSU oil companies in the Mumbai Suburban District who can supply diesel on daily basis will only be considered. The authorisation certificate from the respective Oil Companies to be submitted with the quotations.
2. The bidder must deliver diesel through 2000 to 3000 litres bowser fitted with the calibrated flow meters.
3. As we have bowsers of 2000 litres capacity the supplier should deliver the quantity daily at the rate of 2000 litres & additional trips whenever required.
4. As the rate of diesel is fixed, the L1 bidder will be decided on the basis of discount extended on per litre cost with additional cash back towards Royalty rewards. This means the bidder offering highest discount & Royalty reward point will be L1 bidder.
5. Payment will be released in favour of Oil companies who in turn will transfer the amount of the bidders.
6. Preference will be given to Oil company owned refilling outlets if the rates are competitive.

PART-3

CONTRACT

SECTION - VII
GENERAL CONDITIONS OF CONTRACT
(GCC) TABLE OF CLAUSES

Sr. No.	Topic	Page No.
1	Application	22
2	Performance Security	22
3	Contract Period	22
4	Inspection, Testing and Quality Control	22
5	Terms of Delivery	22
6	Insurance	23
7	Prices	23
8	Taxes, Duties & Octroi	23
9	Terms and mode of Payment	23-24
10	Delay in the supplier's performance	24
11	Liquidated Damages	24
12	Termination for default	24
13	Termination /Exit Clause	25
14	Fall Clause	26
15	Withholding and lien in respect of sums claimed	26
16	Resolution of disputes	26
17	Applicable Law	26

SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application:

The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements under Section V and Technical Specification under Section VI of this document.

2. Performance Security:

- 2.1 Immediately after Notification of Award and Contract Agreement by the Purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equal to five percent (5%) of the total value of the contract, valid up to 14 months. The performance security will be released after period of 14 months after satisfactory delivery & acceptance of goods services of the store by the consignee.
- 2.2 The Performance security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section VIII (B) of this document in favor of the Purchaser.
- 2.3 The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

3. Contract period

The contract will be for a period of **one year** from the date of award of contract, extendable for a further period of one year on the basis of satisfactory performance and on mutual agreement.

4. Inspection, Testing and Quality Control:

The stores will be supplied by the contractor on the basis of Manufacturer's own Pre-dispatch Inspection Certificate. The Purchaser / consignee or its authorized representative will inspect the stores and will issue Consignee's Receipt Certificate certifying receipt of stores in full & good conditions clearly indicating shortage / breakage, if any, for recovery of appropriate amount from the contractor's bill.

Goods accepted by the Purchaser / consignee and / or its authorized representative during inspection in terms of the contract shall in no way dilute Purchaser's / consignee's right to reject the same later, if found deficient in terms of the warranty clause of the Contract.

5. Terms of Delivery:

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract- on requirement basis.

The Successful bidder will have to provide diesel as per requirement of AIASL for which the Manager-SE for his representatives will be informing the successful bidder through POL slips (Which shall be provided by successful bidder) duly signed.

6. Insurance:

Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) Wherever necessary, the goods supplied under the contract shall be fully insured in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on “all risks” basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.

10.1 If the supplier, having been notified about quality issue of diesel, fails to rectify/replace the supply promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the Purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.

10.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the Purchaser.

7. Prices:

Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its Bid and incorporated in the contract.

8. Taxes, Duties and Octroi:

Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods to the Purchaser. Only statutory variations on finished product if stipulated in Contract shall be allowed to the extent of actual payment by the Supplier.

9. Terms and Mode of Payment:

9.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

- Payment will be done on monthly basis on production of Invoice.
- No advance payment will be made.
- The Successful bidder will submit the bill to the Manager-SE every month. AIASL will make the payment through ECS /NEFT in favor of the Agency.
- The payment shall be done on monthly only after upon submission of the following documents: -
 - Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - Requisition slip issued by the authorized representative of concerned section
 - Acceptance Certificate/slip.

- No bill process charges or any others charge shall be payable to the successful bidder.
- Payment of the contract price shall be subjected to the recoveries / liquidated damages/shortages etc., if any.
- AIASL reserves the right to deduct the TAX as applicable while making such payments.

9.2 The supplier shall not claim any interest on payments under the contract.

9.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

9.4 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Purchaser.

9.5 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate Form attached as per Section-IV (E).

10. Delay in the supplier's performance:

10.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract.

10.2 Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i). Imposition of Liquidated Damages,
- (ii). Forfeiture of its Performance Security and
- (iii). Termination of the Contract for default.

11. Liquidated damages:

If the supplier fails to deliver diesel or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price.

12. Termination for default:

12.1 The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser.

12.2 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

13. Termination / Exit Clause:

- a. AIASL may at any time terminate the Contract with immediate effect by giving written notice to the successful bidder, if the successful bidder being a partnership or sole proprietorship firm, if the sole proprietor or any partner is adjudged as bankrupt or otherwise insolvent, or order for administration of his estate is made against him or shall take proceedings for liquidation under any insolvency act for the time being in force in India or make any assignment of his effects or composition or arrangement for the benefit of his creditors or purports to make such assignment, composition and/or arrangement provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to AIASL.
- b. AIASL may at any time terminate the Contract with immediate effect by giving written notice to the Successful Bidder, if the Successful Bidder, being a company, if bankruptcy or liquidation proceedings are commenced or likely to be commenced against or if it enters into or is likely to enter into any arrangement or compromise for the benefit of its creditors generally or if a liquidator or receiver is appointed for its assets.
- i. AIASL may terminate the Contract with one months' advance written notice to the Successful Bidder if the services provided are not satisfactory. The Service Provider shall not have any right to dispute or question the judgment of AIASL of unsatisfactory performance of the Service Provider.
- ii. The Contract can be terminated by AIASL during the term of the Contract with 3 months' advance notice if there is any change in its requirement.
- c. The Service Provider have liberty to terminate the Contract by giving a prior written notice of 3 (three) months. In such an event, the Service Provider shall have no right to claim compensation/damages etc from AIASL on account of early termination. If a suitable replacement is not found by AIASL, within the period of 3 (three) months, the Service Provider shall continue to provide the same services until the period such replacement is found. The Service Provider shall be paid, in accordance with the terms of the Tender for all the work carried out by it, during the notice period and if applicable, for the work done by it for the period after the notice period, until a suitable replacement is found by AIASL.
- d. In case of failure of the successful bidder to carry out the services to the satisfaction / requirement / standards of AIASL, AIASL shall be free to get the services by some other Agency / Party at their sole discretion but at the risk and cost of the Successful Bidder. AIASL also reserves the right to claim from the Successful Bidder for any loss sustained due to unsatisfactory performance of the contract.
- e. In case of breach of the Contract by the Successful Bidder, AIASL shall have a right to rescind the contract at any time without assigning any reasons & without any liability to AIASL. AIASL also reserves the right to claim from the successful bidder for any loss sustained due to unsatisfactory performance of the Contract.
- f. AIASL may terminate the Contract if it comes the knowledge of AIASL that the Successful Bidder has obtained the Contract vide non-bonafide methods of competitive bidding.
- g. In case of privatization of AIASL, the same contract will be novated to new owner.
- h. AIASL can terminate the contract by giving notice of three months without assigning any reason.

14. Fall Clause:

- a) The Supplier undertakes that he has not supplied/is not supplying similar products/system or sub-systems to any department of Govt. of India i.e. Central Government/State Government, Statutory Undertakings of Central/State Governments/Local Bodies etc. and as well as to private Purchaser, domestic or foreign at a price lower than that offered in the present bid.
- b) If it is found at any stage that similar product/systems or sub systems was supplied by the Supplier to any of the above Organizations as well as to private Purchaser , domestic or foreign, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Supplier to the Purchaser , if the contract has already been concluded.

15. Withholding and lien in respect of sums claimed:

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose afore AIASL, the Purchase shall be entitled to withhold the AIASL cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

16. Resolution of disputes:

- 16.1 If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 16.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. Such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the CEO (AI AIRPORT SERVICES LIMITED). The award of the arbitrator will be final and binding on the parties to the Contract.
- 16.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Mumbai, India.

17. Applicable Law:

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

SECTION – VIII

A. Integrity Pact

Between

AI AIRPORT SERVICES LTD (AIASL) hereinafter referred to as “**The Principal**”,
and

here-in-after referred to as “**The Bidder/ Contractor**”

PREAMBLE

As per the Central Vigilance Commission Order No. 015/VGL/091 dated 14th June 2023 adoption of revised Standard Operating Procedures- In order to ensure transparency, equity and competitiveness in public procurement, the commission recommends adoption and implementation of the concept of integrity pacts by Government organizations.

The pact essentially envisage an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practice in any aspect /stage of the contract. Only those vendors/bidders, who commit themselves to such a pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this pact would be a preliminary qualification. Principal (AIASL) and vendor will also agree with the essential ingredients of the pacts incorporated in the sop issued by CVC under Commission order No. 015/VGL/091 dated 14th June 2023. Accordingly, The Principal intends to award, under laid down organizational procedures, contract(s) for supply of **(good/services detail).**

The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the principal will appoint an Independent External Monitor (IEM), who will examine the process integrity. Complaints alleging malafied on the part of any officer of the organization should be looked into by the CEO of the concerned Organization.

Section 1 – Commitments of the Principal

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. The word ‘take’ shall also include the past and future.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the principal, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.
3. Integrity Pact, in respect of a particular contract, shall be operative from date IP is signed by both the parties. The IEMs shall examine all the representations /grievances/complaints received by them from the bidders or their authorized representatives related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications, implementations etc.
4. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendation to the CEO. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
5. In the event of any dispute between the management and the contractor relating to those contract where Integrate pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

6. IEMs details as below;

Shri Jagdish Rai Garg,
H. No. 1056, Sector 12A,
Panchkula-134112, Haryana.
Mob: +91 8008516763
E-mail: jr.garg@yahoo.com

Shri Gali Yadaiah
H.No.5-2-354, Plot No.92Sp,
Gayathri Nagar Bank Colony, Phase
2,Saheb Nagar Kalan,
Vanasthalipuram,
Hyderabad-500070
Mob: +91 9978406180
E-mail: yadaiah_gali@yahoo.com

Section 2 – Commitments of the Bidder(s)/ contractor(s)

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with AI AIRPORT SERVICES LTD. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during

the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Contractor/Bidder and in the agreement entered into by the Principal with the Contractor/Bidder.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences or acts outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the Company Guidelines.

Compensation for damages

Section 4 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender

process or action can be taken.

Section 5 – Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/ Contractor(s) undertakes(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the principal before contract signing.
2. The principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 6 –Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

Section 7 – Independent External Monitor/Monitors

1. The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
4. The principal 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 Principal and the Contractor.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. 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.
6. If the Monitor has reported to the CEO, AI Airport Services Ltd., a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman CEO, AI Airport Services Ltd. has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
7. The word ‘Monitor’ would include both singular and plural.

Section 8 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 3 years after the last payment under the contract, and for all other Bidders 12 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Board of AI Airport Services Ltd.

Section 9 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members and in the case of a Company by an authorized representative.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Principal as well contractor will ensure that the employee signing IP shall not approach to the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

(For & On behalf of the principal)
(Office Seal)

(For & On behalf of Bidder/ Contractor)
(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

SECTION – VIII

B. BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

**AI AIRPORT SERVICES
LIMITED, GSD EMD, Next to
CISF gate No.5, Near Sahar Police
Station, Andheri East-400099**

**[The bank, as requested by the
successful Bidder, shall fill in this
form in accordance with the
instructions indicated]**

Date: [insert date (as day, month, and year) of Notification of

Award] and Contract No. _____

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: AI AIRPORT SERVICES LIMITED,
GSD EMD, Next to CISF gate No.5,
Near Sahar Police Station, Andheri East-400099

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Supplier]