

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687716735666

अनुबंध तिथि | Contract Generated Date : 18-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4470614](#)

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details	
प्रूल्प Type :	Central PSU	पद Designation :	V VENKAT MUTHYAM
मंत्रालय Ministry :	Ministry of Civil Aviation	संपर्क नंबर Contact No. :	0866-2846533-
विभाग Department :	AI Airport Services Limited	ईमेल आईडी Email ID :	venkata.mutyam.ai@nic.in
संगठन का नाम Organisation Name :	AI Airport Services Limited	जीएसटीआईएन GSTIN :	37AAECA6186G2Z
कार्यालय क्षेत्र Office Zone:	AIATSL HQ TERMINAL 2 IGI AIRPORT N DELHI	पता Address :	Nodal Officer, AI Airport Services Limited , Vijayawada Airport, Gannavaram- 521102, KRISHNA, ANDHRA PRADESH-521102, India

वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राप्तिकरण विवरण Paying Authority Details	
आईएफडी सहमति IFD Concurrence :	No	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम	SR Regional Incharge	भुगतान का तरीका	Offline
Designation of Administrative Approval:		Payment Mode:	
वित्तीय अनुमोदन का पदनाम	CFO	पद Designation :	Manager Finance
Designation of Financial Approval :		ईमेल आईडी Email ID :	jd.gaddam.ai@nic.in
		जीएसटीआईएन GSTIN :	-
		पता Address:	AIATSL HQ, Air India GSD Complex, Terminal 2, IGI Airport, N Delhi, South West delhi, DELHI-110037, India

परेषिती विवरण Consignee Details		
क्र.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 891-2572020- ईमेल आईडी Email ID : gsd.vtz.ai@nic.in जीएसटीआईएन GSTIN : 37AAECA6186G2Z पता Address : Nodal officer, AI Airport Services limited, Visakhapatnam Airport, Visakhapatnam, Andhra Pradesh- 530009, VISAHKAPATNAM, ANDHRA PRADESH-530009, India	Safety and Emergency Response Training Services (Version 2) - Hybrid; Weekdays
2	संपर्क Contact : 0866-2846533- ईमेल आईडी Email ID : venkata.mutyam.ai@nic.in जीएसटीआईएन GSTIN : 37AAECA6186G2Z पता Address : Nodal Officer, AI Airport Services Limited , Vijayawada Airport, Gannavaram- 521102, KRISHNA, ANDHRA PRADESH-521102, India	Safety and Emergency Response Training Services (Version 2) - Hybrid; Weekdays

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID :	OBYF210004697066
कंपनी का नाम Company Name :	SPEEDWINGS ACADEMY FOR AVIATION SERVICES
संपर्क नंबर Contact No. :	09846055730
ईमेल आईडी Email ID :	biji@speedwings.org
पता Address :	44/1132, Kaloor, Enchalakalody Building, Near post office, Village/Town:- Kaloor, City:- Ernakulam, Ernakulam, KERALA-682017, India
एमएसएमई सत्यापिति MSME verified :	Yes
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-KL-02-0026080
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	32AAJFS3290D1ZE

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा GST / Tax invoice to be raised in the name of - Consignee
--

सेवा विवरण Service Details					
सेवा प्रारंभ दिनांक (नवीनतम) Service Start Date (latest by): 31-Mar-2024		सेवा समाप्ति तिथि Service End Date : 15-May-2024			
श्रेणी नाम Category Name : Safety and Emergency Response Training Services (Version 2)					
बिलिंग चक्र Billing Cycle: monthly					
विवरण Description			Quantity		
Mode of training	Hybrid				
Duration of Training Per day (in Hours)	8				
Sub-Category of training courses	Not Applicable				
Lodging and Boarding capacity	We will not provide lodging and boarding				

Training Premise	Buyers location		
Category of training courses	Dangerous Goods and Regulations		
Certification Programme	Any certified authorized training institutes		
Training Frequency	Weekdays		
Certification	Yes		
Approx. no. of days per training	1		
Approx. no. of Batches of trainees	4		
Number of Students Per Batch	20		
Approx. no. of days per training	1		
Approx. no. of Batches of trainees	4		
Number of Students Per Batch	20		

कुल राशि(सूत्र) | Total Amount (Formula) :
(training cost*Quantity)

ऐडजॉन के बिना कुल मूल्य Total Value without Addons(INR)	238360
कुल ऐडजॉन मूल्य Total Addon Value(INR)	0
ऐडजॉन सहित कुल मूल्य Total Value Including Addons(INR)	238360 238360
अनुबंध की राशि Amount of Contract	
सभी शुल्क और कर्ते सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	238360

मूल्य विभाजन की पेशकश की| Price Break up offered : [प्राइज ब्रेक अप ऑफर किए गए दस्तावेज लिंक| Price Break up offered Document link](#)

एसएलए विवरण| SLA Details

SERVICES STC

SPECIAL TERMS AND CONDITIONS FOR SAFETY & EMERGENCY RESPONSE TRAINING SERVICE

1. Preamble

1. All Safety & Emergency Response Training Service contracts placed through GeM shall be governed following set of Terms and Conditions:
2. General terms and conditions for Goods and Services.
3. Service STC contained in this document.
 - BID / Reverse Auction specific ATC
1. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions.
2. This document represents a Special Terms and Conditions (STC) and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholders.

2. Objectives and Goal

The objective of this document is to ensure that all the contractual terms and conditions are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- Present a clear, concise and measurable description of services offered to the buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

3. Stakeholders

The main stakeholders associated with this agreement are:

1. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. **Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller supplier/ bidder/contractor, any authorized agents, assignees, successors and nominees as per the context and as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the agreement.

4. Service Scope

The Safety & Emergency Response Training Service is to provide safety and emergency training for placement of specified quantity of the successful candidates, in various government and private sector. Scope of this service includes as:

- **Training Employees** - Providing training to the Buyer's employees as per the prescribed requirement.
- **Content and Study Material** - Providing the content and material required to all the trainees during the training session.
- **Induction kit/Training stationary** - Provision of appropriate induction kit (if required) or mention by Buyer with appropriate content including complete schedule of the training, stationary (if required), study material, equipment's etc.
- **Infrastructure requirements** - Provision of physical facilities like classroom, equipment/instrument, drinking water and toilet facilities, accommodation facilities (for residential training), training facilities like swimming pool, first aid etc. required for trainees during the training
- **Post Training Support** - Providing after training support to the buyers as per their requirements for supporting trainees as in when needed
- **Certification** - Provision for completion of exam/certification as an official document attesting to a status or level of achievement

5. Service Provider's Obligations

1. Service Provider has to set up the training centre(s) as per certifying agency's norms within 30 days from the date of issue of the work order by the buyer and appoint qualified trainers within the prescribed time frame and intimate the buyer.
2. Training curriculum/content, methodology and training plan (both theory and practical) should be as per syllabus recognized by certifying agency.
3. The service provider will inform the date of commencement of the training to all the selected candidates after the placement of the service contract.
4. Start the training within the time frame and ensure that all the selected candidates are present in the batch on the day of the commencement of the training itself.
5. The training services provider will be fully and directly responsible for achieving the outcomes of the training programs in full compliance with buyer norms. It includes but not limited to all responsibilities related to quality of the training, assessment and certification, placement of trained candidates on a salary in accordance with Minimum Wages Act and tracks them and support for a period of 6 months.
6. The Training Service Provider shall promptly inform all the parties of any changes or any modifications that affect the requirements and the objectives under this Agreement. Such information shall be communicated to the buyer within 7 days of such modification.
7. The Training Service Provider shall inform the buyer if any problem arises in conduct of the training batch and in any case should not hide such issues or any deviation from service requirements.
8. The Training service provider shall not subcontract or outsource the whole or a part of the services unless otherwise agreed by the buyer, failing which the buyer can terminate the contract, impose suitable penalty, removal from empanelment by the certification authority and appropriate action on the recommendation of the buyer.
9. In addition to the formal training, the Training partner is also expected to impart soft skills like knowledge of spoken & written English language, personality development, motivation, short term apprenticeship with industry or potential employment provider, preparing trainees to face interviews, ensure placement and follow up of every trainee for 6 months after completion of training course.
10. In case of Training at Offsite location, all physical facilities like classroom, equipment/instrument, drinking water and toilet facilities, accommodation facilities (for residential training) etc. will be provided by Training partner. These facilities must be at par or better than industry standards/ norms.
11. In case of Residential training, the Agency will provide training and accommodation to candidates in permanent infrastructure set up, owned by them or in rented premises. If the premises are rented then the Rent Agreement should be executed for a period of at least one year or should be valid during the duration of training including handholding period, whichever is later. Valid copy of MoU/ Agreement/ lease deed with owner should be submitted to the buyer.
12. Training partner will have to install Geo-Tagged Attendance system for keeping track of the candidates attending the training program.
13. The cost of the skill training per trainee payable to the Training Provider is inclusive of third-party assessment and certification by the certifying agency(ies) as mentioned earlier.
14. The Training Services Provider should inform the details of the batch to the certification agency well in advance for the assessment of the candidates after the completion of the training. Training Provider shall inform the concerned Certification Agency with details of number of candidates to be assessed and location of the training centre.
15. The Training Service provider should ensure assessment and declaration of results within 30 days of completion of batch. If a candidate fails in the assessment, then she/he should be retrained for re-assessment and certification. Training and reassessment cost of such unsuccessful candidates shall be borne by training service provider.
16. The Service Provider will be responsible for the placement of the candidate and should be in the same field in which the candidate has attended and completed training.
17. Training Service Provider has to provide 6 months post-placement hand-holding support subsequent to placement after the successful training.

6. Buyer's Obligation

1. Buyer has to provide the list of selected candidates including candidate's name, father's/Guardian's name, DOB, qualification, address, passport size latest photo and contact number etc., to the training service provider.
2. The training being held by the service provider will regularly be monitored by the buyer and suggestions/changes will be made as and when required and the same shall be implemented by the service provider during the course of the training.
3. **Price Variation Clause:**
"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

7. Special Terms & Conditions

1. CCTV cameras and security system should be installed in classrooms and should be in working condition.
2. For the residential type of training, the service provider should make the provision of separate hostels for the accommodation of male and female candidates.
3. Minimum attendance of candidates required per course/ programme should be 80%.
4. After completion of the training, the service provider has to provide success story with photographs of trainings provided.
5. If the training service provider withdraws from the contract the training services provider will be liable for compensating all the damages caused to the buyer.
6. The termination of the contract may be done either of the parties by providing 30 days' notice period with valid reasons.

8. Payment Terms

S. No.	Instalment	Output/ Outcome parameter
1.	Payment on the basis of number of candidates	Payment on the basis of number of trainees. Number to be defined in the scope of work to evaluate the cost/payment on the basis of each trainee
2.	On daily/weekly/monthly basis for the completion of training as per the requirement.	Time Based (Daily/Weekly/ Monthly) for the completion of training as per requirement

9. Termination of Contract for Breach and Service Level Agreement and Penalties

1. i. The buyer reserves the right to terminate the contract by providing written notice in the event of the following) to the service provider:
2. Becomes insolvent or bankrupt
3. is convicted under any criminal or civil charges under the applicable laws in the country.
4. Does not take remedial measures for a failure in performance as pointed out by the buyer during the course of regular monitoring.
5. If the service provider is found to be involved in any misrepresentation/ falsification/ tempering of records, data and details concerning the project.
6. Found to be involved in fraudulent practice or malpractice in the service execution.
7. In the event of termination of the service contract under aforesaid provisions from (b to e), the Service Provider shall be liable to refund the entire amount of the funds released by the buyer till the date of termination.
8. In case of any failure by the service provider to refund the money, where a recovery of dues has been imposed by the buyer, the buyer shall the right to legal recourse against the service provider as per the law applicable in the country.
9. Breach of SLA is defined as performance lower than requisite performance in this agreement. The following conditions shall specify breach of contract and buyer shall have right to immediately terminate the contract.
10. Cumulative penalties reach 10% of the contract value.
11. Repeated breach of SLAs beyond 3 instances in the entire contractual period.

12. Subcontracting or outsourcing of the contract, in part or whole.

13. Penalties will be levied on the service provider, for the violation of Service Level Agreement of the contract as mentioned below:

S No.	Description	Penalty (in %age of contract value)
1.	If the number of successful candidates in a batch duly assessed by the certifying agency are less than 60% of the enrolled number of candidates.	5% (However the unsuccessful candidates have to be retrained by the service provider)
2.	If the placement of successful candidates in a batch is less than 70%	5% penalty
3.	If the average attendance of batch of the trainees is found to be less than 75% by the buyer during random checks	1st instance - 1% 2nd instance - 2% 3rd instance - 3%
4.	If infrastructural facilities are found to be deficient/ lacking by the buyer during random checks	1st instance - 1% 2nd instance - 2% 3rd instance - 3%
5.	In case of subcontracting or outsourcing of the contract, in part or whole, is noticed by the buyer during random visits	Termination of contract
6.	In case of repeated breach of SLAs beyond 3 instances in the entire contractual period.	Termination of contract
7.	If cumulative penalties reach 10% of the contract value	Termination of contract

The cumulative penalties imposed by the buyer should not exceed 10% of the contract value.

शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया|Extended Upto : 2024-01-23 09:00:00
- तक बढ़ाया गया|Extended Upto : 2024-01-31 09:00:00

अतिरिक्त आवश्यक डेटा/दस्तावेज़ : खरीदार|Additional Required Data/Document(s) : Buyer

- Detailed scope of work :[click here](#)
- If you want to add additional conditions in addition to standard SLA then please upload approval from competent authority : [click here](#)
- Risk Mitigation capabilities :[click here](#)
- Technical competence :[click here](#)
- Preferred Location of Service Providers :[click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रीता|Additional Data/Document(s) : Seller

- Certificate (Requested in ATC) :[click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA

नियम और शर्तें| Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.