

**Additional Terms & Conditions (ATC)
of
BID DOCUMENT**

for

**“Contractual Manpower Outsourcing Services such
as Data Entry Operator; Computer Operator &
Multi-tasking Staff for the year 2025-27 at CHQ,
New Delhi”**



**Airports Authority of India
Rajiv Gandhi Bhawan
Safdarjung Airport
New Delhi-110003**

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DISCLAIMER

The information contained in this Bid document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Airports Authority of India (“AAI” or “the Authority”), or any of their representatives, employees or advisors (collectively referred to as “AAI Representatives”), is provided to Bidder/s on the terms and conditions set out in this Bid Document and any other terms and conditions subject to which such information is provided.

This Bid Document is not an agreement and is neither an offer nor an invitation by the AAI Representatives to any other party. The purpose of this Bid Document is to provide interested parties with information to assist the formulation of their Bid for Selection pursuant to this Bid Document. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by AAI in relation to the Project. Such assumptions and statements, in this Bid Document do not purport to contain all the information that each Bidder may require. This Bid Document may not be appropriate for all persons, and it is not possible for AAI Representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, information and statements contained in this Bid Document may not be accurate, adequate and complete and each Bidder should conduct its own enquiries and analyses, and should check the accuracy, reliability and completeness of the assumptions, assessments, information and statements in this Bid Document, and obtain independent advice from appropriate sources.

AAI Representatives make no representation or warranty and shall incur no liability to any person, including any Bidder, under any law, statute, rule or regulation or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, reliability or completeness of the Bid Document and any assessment, assumption or information contained therein or deemed to form part of this Bid Document or arising in any way with qualification of Bidders for participation in the Selection Process.

The AAI Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid Document.

The issue of this Bid does not imply that the Authority is bound to select a firm or to enter into any contract with the Selected Bidder for the Project and the Authority reserves the right to reject all or any of the Bidder/s, at any stage of the Bidding/ Application/ Selection Process, without assigning any reason whatsoever. Selection of Bidder as per Bid shall not give any vested right on the service provided through such service provider. AAI reserves the right to avail the services from any other service provider, empaneled or not with the AAI.

Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to analysis, preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain the responsibility of the Bidder and the Authority shall not be liable in any manner whatsoever for the same and/or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

1. GENERAL INSTRUCTION TO BIDDERS

- 1.1** Airports Authority of India, is a ‘Mini Ratna PSE’ under the Ministry of Civil Aviation, Government of India, entrusted with the responsibility of creating, upgrading, maintaining and managing civil aviation infrastructure both on the ground and air space in the country. AAI manages more than 176 airports, which include 24 International Airport, 10 Customs Airports, 64 Domestic Airports, 03 Civil Enclaves at Defense airfields, 39 Airports under RCS and 36 other Airports. AAI also provides CNS-ATM facilities at all the airports in the country. Further details about AAI are available on AAI website: www.aai.aero.
- 1.2** Airports Authority of India hereinafter referred to as the ‘Authority/AAI/Client/Buyer invites e-bids on Government e-Marketplace (GeM) from reputed firms hereinafter referred to as Service Provider/vendor/contractor/agency/Hiring agency/ Seller/ Applicant/ Bidder for providing contractual / hired manpower services for its office.
- 1.3** The objective is to ensure outstanding quality of service and to exercise better control on quality of contractual manpower through reputed vendors/ contractors who can manage end to end staffing, onboarding and payroll management (Salary, PF, ESI & Bonus etc. disbursement).
- 1.4** The requirements of number of manpower as mentioned in the bid document is tentative and may increase or decrease at the sole discretion of the competent authority of AAI. Accordingly, the contract cost is also liable to increase / decrease. The Service Provider has to provide the manpower as per actual requirement accordingly.
- 1.5** Detailed description of the objectives, scope of services and other requirements relating to this Project are specified in the Bid Document. In case an applicant firm possesses the requisite experience and capabilities as specified, it may participate in the bidding Process in response to this invitation. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this Bid Document.
- 1.6** Bidders are advised that the selection of Service Provider shall be on the basis of evaluation by the Authority through the bidding/selection process specified in this Bid. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 1.7** AAI reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.
- 1.8** Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 1.9** While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.
- 1.10** The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 1.11** The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out as per criteria of Bid.
- 1.12** Bidders shall be deemed to have understood and agreed that the Authority shall not be

required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

- 1.13** It is desirable that the Bidder should have its office/ branch office located in NCT of Delhi. In case, the Bidder does not have any office/ branch office located in NCT of Delhi, an authorized representative of the Bidder shall be readily available at NCT of Delhi to coordinate with the Authority as and when required.

2. CONSIGNEE/SERVICE LOCATION(s)

- 2.1** The consignee location shall be at Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003 & its associated offices in Delhi. Airports Authority of India is not liable to take manpower at all its entities. Further, there may be additional stations which may not be mentioned in the said schedule, but which may need contractual manpower. The Contractor shall be obliged to provide manpower in such scenario.

3. BID SCHEDULE

- 3.1** The Authority will endeavor to adhere to the following schedule. Any change in the proposed schedule will be duly notified to all parties.

Sl. No.	Activity	Date/ Period
1	Bid Publishing Date	(X)
2	Bid Duration	21 days
3	Last date and time of submission of hard copy (in original) of EMD	Within 05 working days after actual date of Bid Opening
4	Time to be allowed to the seller for Technical Clarifications during Technical Evaluation	03 days

4. PRE-BID QUERIES

- 4.1** A Pre-Bid Conference/ Site Visit shall be held in the O/o **Bid Manager** as per the schedule mentioned on GeM Portal. The bidders or their representative may attend the meeting for clarifying issues and clearing doubts, if any, about the specifications / Terms of Reference and other allied technical / commercial details of the work / services.
- 4.2** The bidder may also upload their queries, if any, on GeM portal. No other mode of raising queries shall be accepted. AAI shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

5. MINIMUM ELIGIBILITY CRITERIA

Bidders must read carefully the minimum eligibility criteria provided herein. Bids of only those Bidders who satisfy these minimum eligibility criteria shall be considered for evaluation.

- 5.1 Bidder/ Applicant:** The Bidder shall mean any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society’s Act / Statutory Bodies etc., registered on GeM to sell its Good(s) / Service(s) to the Buyers registered on GeM. In proof of having fully adhered to this eligibility criteria, copy of Incorporation Certificate issued by the Companies Registrar/concerned authority shall be submitted by the bidder as part of the bid.

5.2 JV/Consortium: Bidder in the form of JV/Consortium is not permitted.

5.3 Registration: The Bidder should be registered with the Income Tax, Goods and Service Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation. In proof of having fully adhered to this eligibility criteria, copy of PAN, GST Registration, EPF Registration, ESIC Registration shall be submitted by the bidder as part of the bid.

5.4 Work Experience:

- i) The bidder shall have executed at least one (01) no. of contract for Similar Services (i.e. for providing manpower) with supply of at least **247 nos.** of manpower per month for a minimum duration of one (01) year to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in the last seven (07) years ending on last day of month previous to one in which tender is invited.
- ii) The bidder shall have at least **three (03) years'** experience (ending on last day of month previous to one in which tender is invited) of providing similar type of services (i.e. providing manpower) to Central/State Government Organization/ PSU/ Public Listed Company/ Nationalized Banks/ Autonomous Bodies.
- iii) Bidders shall have satisfactory executed/ completed Similar Service contracts of providing manpower to Central/State Government Organization/ PSU/ Nationalized Banks/ Autonomous Bodies/ Public Listed Company in the last seven (07) years ending on last day of month previous to one in which tender is invited:
 - a. Three (03) completed services costing not less than the amount equal to **INR 10.90 crores per annum; or**
 - b. Two (02) completed services costing not less than the amount equal to **INR 13.62 crores per annum; or**
 - c. One (01) completed services costing not less than the amount equal to **INR 21.80 crores per annum**

NOTE: Aforementioned values are inclusive of GST.

- iv) The work /service experience shall be counted for the value of work for a completed one (01) year on pro-rata basis in the Technical evaluation of the bidder that has completed one (01) year of services but the contract is still not completed due to overall contract period being more than one (01) year.
- v) In proof of having fully adhered to this eligibility criteria, copy of completion certificates (along with work orders, if required) shall be submitted by the bidder as part of the bid.
- vi) Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work.
- vii) Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources certificate(s) along with a certificate issued by registered Chartered Accountant (with UDIN), clearly specifying the name of work/ service, total payment received against the work/ service and TDS amount for the work/ service in support of their claim for having experience of stipulated value of work/ service.
- viii) The value of executed works/ services shall be brought to current costing level by enhancing the actual value of work/ service at **simple rate of 7% per annum**, calculated from the actual date of completion to the Bid Opening Date.

- ix) Experience gained by executing work on back to back contract/ sub-contract basis is acceptable in the following conditions:
 - a. Work should be actually executed by the second agency (sub-contractor) with due concurrence of the owner/principle client as tripartite agreement/written approval. It should be backed by valid agreement and experience certificate.
 - b. Payments received by second agency should be reflected in TDS certificates.
- x) The credentials of Holding/ Parent/Subsidiary company shall not be considered eligible in support of the Bidder. For avoidance of doubt, all the credentials submitted in the Bid shall belong to the Bidder itself.
- xi) **Similar works/services shall mean only those contracts which are specifically for providing/outsourcing of contractual manpower. For avoidance of doubt, the experience of Similar works/services shall not include contracts having composite nature of service/ work such as Horticulture, ESS/Upkeeping, Catering, construction, annual maintenance, etc. wherein items of works involving material as well as T&P/machinery have also been executed.**

5.5 Turnover: The Bidder should have Minimum Average Annual Turnover of Rs **8.17 crores** in the similar business of providing manpower during the last three (03) years, ending on 31.03.2024. The Financial Information shall be submitted in the given format – **Form-3 (with UDIN)**. Tenderers showing continuous losses during the last three years shall be summarily rejected.

5.6 The Bidder should have a minimum net worth of **Rs. 4.09 crores** issued by certified Chartered Accountants. The Certificate should be submitted in the given format - **Form-1C (with UDIN)**.

5.7 Bidders have to submit Unique Document Identification Number (UDIN) generated documents like Turnover certificate, Net worth Certificate, Tax Deduction at Source (TDS) Certificates for Non- Govt. works etc. as per Bid conditions duly certified by CA and having UDIN. **The documents submitted by bidders without UDIN shall not be entertained.**

6. RIGHT OF VERIFICATION

6.1 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/black listing by any department of AAI/MoCA/DoE. **AAI reserves the right to verify the credential/ documents submitted by the bidder at any stage (before or after the award of work). If at any stage, any information/ documents submitted by the bidder/ applicant is found to be incorrect/ false or have some discrepancy which disqualifies the bidder then AAI shall take the following action:**

- a. Forfeit the entire amount of EMD submitted by the bidder.
- b. The tenderer shall be liable for debarment for a period upto two years from tendering in AAI, including termination of the contract apart from any other appropriate contractual/legal action.

7. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- 7.1** The bid shall be accompanied by an Earnest Money Deposit for an amount of **Rs. 1,63,48,463/-** in the form of Account Payee Demand Draft or Insurance Surety Bond or Bank Guarantee (including e- Bank Guarantee) from any of the Scheduled Commercial Bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act,1934 excluding Co-Operative /Regional Rural Banks). The EMD shall be valid/ kept validated for 45 days beyond Bid Offer validity.
- 7.2** In case of Bank Guarantee, the procedure for SFMS message as provided in this document is to be adopted.
- 7.3** In case of submitting EMD in the form of Insurance Surety Bond, the format is attached as **Form-16**.
- 7.4** Scanned copy of the EMD shall be uploaded by Bidder(s) in the online bid and hard copy (in original) of the same will have to be submitted directly to the AAI within Five (05) days after actual date of Bid Opening, failing which the bid shall be treated as non-responsive and shall lead to rejection of the bid by AAI summarily without making any reference to the Bidder. The hard copy (in original) of the EMD shall be sent by Speed Post or Registered Post or can also be handed over in person at the address given below. The Envelope containing hard copy of EMD shall be titled/ named as EMD for the Service “Contractual Manpower Outsourcing Services such as Data Entry Operator; Computer Operator & Multi-tasking Staff for the year 2025-27 at CHQ, New Delhi”. No postal delay shall be entertained by AAI.

Bid Manager:

B. Devam

Sr. Manager, Engg. (Civil)-IMU, Airports Authority of India,

A -Block, Rajiv Gandhi Bhawan,

New Delhi – 10003

Tel. No.: 011-24632950, Ext- 2749

EMD exemption: The bidder seeking EMD exemption, must submit with the bid, valid supporting document for the relevant category as per General Terms and Conditions on Government e Marketplace (GeM).

8. RETURNING OF EARNEST MONEY DEPOSIT / BID SECURITY

- 8.1** The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned within Fifteen (15) days after declaration of result of first stage itself i.e. technical evaluation.
- 8.2** The Earnest Money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within Fifteen (15) days, after the award of contract to the Successful bidder or expiry of bid validity, whichever is earlier.
- 8.3** Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.
- 8.4** The Earnest money deposit of all the bidders shall be returned, in case of cancellation of bid after the opening of Bids and prior to opening of financial bids.
- 8.5** No interest shall be payable on the Earnest Money Deposit.

9. BANK GUARANTEE VERIFICATION THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM(SFMS)

The bidder shall submit the Bank Guarantee in accordance with the following Bank Details:

CORPORATE NAME : AIRPORTS AUTHORITY OF INDIA
BANK NAME : ICICI BANK
IFSC CODE : ICIC0000007
BG ADVISING MESSAGE : IFN 760COV (BG ISSUE)
IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE : AAICORHQ (to be mentioned in field 7037 of the BG advising message code).

While submitting the original BG document of AAI, the bidder should attach copy of SFMS BG confirmation message sent by BG issuing bank to above mentioned bank. For this purpose, while submitting the documents to BG issuing Bank, the bidder shall submit letter to the issuing bank as per the format given below.

Request Letter: Transmission of Bank Guarantee Cover Message

Date:

The Manager
(Bank),
(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear Sir/Ma'am,

I/We, _____, request you to include unique identifier code as AAICORHQ in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC-ICIC0000007).

Thanking You,

(Applicant/Bidder)

10. BID OFFER VALIDITY

The Bid shall be valid for a period of **120 (One Hundred and Twenty) days** from Bid End Date/ Last date of submission of the bid including its extensions, if any. AAI reserves the right to accept or reject any or all Bids/applications without assigning any reasons. AAI also reserves the right to call off Bidding/Selection process at any stage without assigning any reason.

11. PREPARATION AND SUBMISSION OF E-BIDS IN GeM PORTAL

- 11.1** The bid document, along with terms and conditions, has been uploaded on GeM Portal. The bidders can log on to the website and see the bid document. The Bidders shall be required to submit Technical and Financial Bids through GeM Portal electronically using valid GeM ID.
- 11.2** The bidders who are desirous of participating in e-procurement shall submit their Bids in single packet bid system through GeM Portal. Tenderer/Bidder are advised to follow the instructions provided in the Bid document and on GeM Portal for online submission of bids.
- 11.3** The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this Bid. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.
- 11.4** Bidder shall provide all the information sought under this Bid. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 11.5** The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / exemption certificate as per the requirements contained in the Bid Document in support of their Technical bids.
- 11.6** The Bidder should upload the financial bids as per the instructions contained in the Bid Document on GeM Portal.
- 11.7** The bids shall be summarily rejected, if the bid is submitted other than through online (GeM Portal) or hard copy (in original) of the aforesaid documents are not submitted by the Bidders within stipulated date / time as mentioned in bid document.
- 11.8** Bidders should note the Bid End Date, as specified in Bid Document, for submission of Proposals. Except as specifically provided in this Bid, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Bid End Date including extensions if any.

12. TECHNICAL BID

The Bidder shall be required to follow the procedure as specified above and submit the Technical Bid online through GeM Portal.

The Technical Bid shall comprise scanned copy of the following documents:

- (i) Earnest Money Deposit (EMD)/Bid Security. In case of EMD in the form of BG, copy of the SFMS (Structured Financial Messaging System) BG confirmation message sent by the BG issuing bank to ICICI bank shall be submitted. The format of BG shall be as per **Form-10**. The Bidder shall also submit letter of undertaking (as per **Form-1D**) in case of BG. In case of submitting EMD in the form of Insurance Surety Bond, the format is attached as **Form-16**. In case any bidder is seeking exemption from EMD (Bid Security) Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- (ii) GST Identification Number Certificate
- (iii) PAN Card
- (iv) EPF Number Registration Certificate
- (v) ESI Number Registration Certificate

- (vi) **Form-1A** : Letter of Bid
- (vii) **Form-1B**: Tender Acceptance Letter
- (viii) **Form-1C** : Net Worth Certificate
- (ix) **Form-2**: Integrity Pact.
- (x) **Form 3**: Financial Information of the Bidder
- (xi) **Form 4**: Experience of the Bidder for Similar nature of Service of providing contractual manpower
- (xii) **Form 5**: Manpower Service Capacity
- (xiii) **Form 6**: Monetary Value of Contract
- (xiv) **Form 7**: Particulars of the Bidder
- (xv) **Form 8**: Statement of Legal Capacity
- (xvi) Bidders other than propriety firm shall submit, scanned copy of notarized Authorization Letter/Power of Attorney (as per the format attached as **Form - 9** on stamp paper of Rs. 100 value). Proprietary firm shall submit scanned copy of notarized Authorization Letter/Power of Attorney only if the tender is processed by a person other than proprietor.
Certificate of Incorporation of the Company under Companies Act showing CIN/LLPIN/Name of Directors of the Company & Copy of Board Resolution regarding Authority to assign Power of Attorney.
- (xvii) **Form-12**: Duly notarized Affidavit regarding compliance of Minimum wages
- (xviii) **Form -13**: Similar work Experience with Public Sector /Govt Sector Clients
- (xix) **Form-14**: Undertaking regarding Blacklisting/Debaring of firm
- (xx) **Form-15**: Performa for declaration by Bidder for compliance of order on Restriction under Rule 144(xi) of the General Financial Rules (GFRs)-2017

13. FINANCIAL BID

- 13.1** The Bidder shall provide their quotes as percentage service charge/commission on GeM portal as provided in the bidding document.
- 13.2** At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
- 13.3** Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
- 13.4** The Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, as amended from time to time issued by MoSME and as mentioned in Clause no. 4 (xiii)(t) of GTC, GeM shall be complied with.

14. CLARIFICATION ON TECHNICAL BID EVALUATION

- 14.1** 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. Clarification may be asked through GeM portal. 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 in conventional manner. Such clarification(s) shall be provided within the time specified by the Authority for this purpose.
- 14.2** 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. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

15. ONE BID PER BIDDER / CONFLICT OF INTEREST

A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director / Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
 - i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
 - ii. is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
 - iii. holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security/ EMD for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.

In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.

16. COST OF PROPOSAL/BID

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

17. APPLICABILITY OF LAWS & REGULATIONS

Bidders undertake to submit their respective Proposals after ascertaining & verifying applicable laws and regulations or any other matter considered relevant by them.

18. ACKNOWLEDGEMENT BY BIDDER

18.1 It shall be deemed that by submitting the Proposal, the Bidder has:

- Made a complete and careful examination of the Bid;
- Received all relevant information requested from the Authority;
- Accepted the risk of inadequacy, error or mistake in the information provided in the Bid or furnished by or on behalf of the Authority or relating to any of the matters referred in Bid Document.
- Satisfied itself about all matters, things and information, including matters referred to in Bid Document, herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- Acknowledged that it does not have a Conflict of Interest/ have not submitted more than one bid; and
- Agreed to be bound by the undertaking provided by it under and in terms hereof

18.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Bid or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

19. RIGHT TO REJECT ANY OR ALL PROPOSALS

19.1 Notwithstanding anything contained in this Bid, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.

19.2 The Authority reserves the right to reject any Proposal if:

at any time, a material misrepresentation is made or discovered, or the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder.

20. ADDENDUM/ AMENDMENT/CORRIGENDUM

20.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the Bid document by the issuance of Addendum/ Amendment/ Corrigendum and posting/ uploading it on the GeM portal.

21. PERFORMANCE SECURITY

21.1 The successful bidder within fifteen (15) days of the Award of Contract on GeM, shall submit to AAI a Performance Security in the form of Account Payee Demand Draft or Insurance Surety Bond or Bank Guarantee of a sum equivalent to **Five percent (5%)** of the Total Contract Value. In case of Demand Draft, it shall be in favour of Airports Authority of India, payable at New Delhi. The Bank Guarantee (including e- Bank

Guarantee) shall be got issued from any of the Scheduled Commercial Bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act,1934 excluding Co-Operative /Regional Rural Banks). The Bank Guarantee shall be as per the format given as **Form-11**.

- 21.2** In case the Service Provider fails to deposit performance security/guarantee within the stipulated period, no payment will be released to the Service Provider for the work done in respect of 1st running account bill. Moreover, interest @10% per annum on performance guarantee amount would be levied (non-refundable) for delayed period of submission.
- 21.3** The Performance Security shall be initially valid for six (06) months beyond the stipulated contract period. In case of any extension of contract period, the service provider shall be liable to suitably extend the validity of the Performance Security for a period not less than such extension plus six (06) months beyond such extension. In case of Bank Guarantee, the procedure for SFMS message as provided in this document is to be adopted.
- 21.4** Performance Security of the work shall not be refunded till six (06) months after actual date of completion if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-in-Charge shall, after issue of notice in this regard to the service provider, withheld the amount required to settle the complaint from his performance security and refund the balance amount.
- 21.5** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller/ Service Provider.

22. CONFIDENTIALITY

- 22.1** The Contractor/ Service Provider shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client’s business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client’s information.
- 22.2** If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.
- 22.3** Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection/ Bid Process.
- 22.4** All documents and other information provided by the Authority or submitted by an Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Service Provider, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Service Provider to the Authority in relation to the Project shall be the property of the Authority, except any tools or methodology proprietary of the Service Provider.
- 22.5** Service Provider shall not mention the name of AAI to publish /advertise or make any circulations in any media of the posts as given in this Bid.

23. CONTRACT AGREEMENT

- 23.1** Upon award of work, a formal contract agreement shall be executed on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) within 15 (Fifteen) days from award of work. The cost of the same shall be borne by the Service Provider.
- 23.2** Following documents shall be construed to be part of the contract generated through GeM:
- i. Scope of supply including price as enumerated in the Contract Document, if any.
 - ii. General Terms and Conditions (GTC).
 - iii. Product / Service specific Special Terms and Conditions (STC), if any.
 - iv. Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement), if any.
 - v. Bid / RA specific Additional Terms and Conditions (ATC) if any.
- 23.3** The Terms and Conditions stipulated in STC & SLA will supersede those in GTC. The Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.
- 23.4** If the Service Provider fails to either sign the Agreement as specified or commence the services as specified herein, in such an event, the LOA or the Contract, as the case may be, may be cancelled /terminated & EMD may be forfeited and the agency may be debarred for 02 years from participating in any AAI Tenders.

24. BID EVALUATION

24.1 Evaluation of Technical Proposals

The scoring criteria to be used for Technical Evaluation shall be as follows:

Sl. No.	Evaluation Criteria	Max. Marks (100)	Details of Criteria	Marks for each Criteria
1.	Financial Capacity of Service Provider: (a) Average Annual turnover in the similar business of providing manpower for last 3 financial years ending on 31.03.2024	30	i. Exceeding INR 32.68 crores	30
			ii. Exceeding INR 16.34 crores upto & including INR 32.68 crores	25
			iii. Exceeding INR 8.17 crores upto & including INR 16.34 crores	20
	(b) Net Worth (as on 31.03.2024)	20	i. Exceeding INR 16.36 crores	20
			ii. Exceeding INR 8.18 crores upto & including INR 16.36 crores	18
			iii. Exceeding INR 4.09 crores upto & including INR 8.18 crores	15
2.	Manpower Service capacity: Maximum number of hired/contractual manpower per month provided in one particular contract of similar nature during the last seven (07) years ending on last day of month previous to one in which tender is invited	20	i. Exceeding 493 nos. manpower per month in one contract	20
			ii. Exceeding 308 nos upto & including 493 nos manpower per month in one contract	16
			iii. Exceeding 247 nos. upto & including 308 nos. manpower per month in one contract	12
3.	Monetary Value of Contract: Maximum Gross value of hired/contractual manpower services provided per annum in one particular contract of similar nature during the last seven (07) years ending on last day of month previous to one in which tender is invited	10	i. Exceeding INR 21.80 crores	10
			ii. Exceeding INR 13.62 crores upto & including INR 21.80 crores	8
			iii. Exceeding INR 10.90 crores upto & including INR 13.62 crores	6
4.	Experience with PSU/ Govt. Clients OR Non-Govt/ Non-PSU Clients: Total number of PSUs/ Govt Clients OR Non-Govt/ Non-PSU Clients served by way of similar contracts for hired/contractual manpower services during the last seven (07) years ending on last day of month previous to one in which tender is invited	15	i. Exceeding 05 nos. PSU/ Govt Clients	15
			ii. Exceeding 03 nos. up to and including 05 nos. PSU/ Govt Clients	12
			iii. 01 no. to 03 nos. PSU/ Govt Clients	10
			iv. 01 no. or a greater number of Non-Govt/ Non-PSU Clients	8
5.	Registered Office: It is desirable that the Bidder should have its registered office/ branch in NCT of Delhi. Documentary evidence as proof of that shall be submitted.	5	i. If office/ branch available and documentary proof submitted	5
			ii. If not available	0

NOTE: All calculations will be up to 2 places of decimal. The individual score in the quality parameter and the final score will be calculated up to two places of decimal.

24.2 Selection Criteria (Methodology)

Least Cost based Selection criteria shall be adopted. Only those Bidders who score 75% or more in technical evaluation as Technical Score shall be technically qualified. Financial bid of only those bidders shall be considered who score 75% and above in technical evaluation. The work shall be awarded to the bidder with Lowest financial quote (L-1) selected after completing the selection process as per GeM functionality of single packet bid system.

25. MISCELLANEOUS

- 25.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 25.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to
- a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) Consult with any Bidder in order to receive clarification or further information;
 - c) Retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 25.3** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 25.4** All documents and other information supplied by the Authority or submitted by an Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 25.5** The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- 25.6** Requirement of registration by the Bidder from a country sharing land border with India based on order No. F No. 6/18/2019-PPD dated 23/07/2020 of Government of India, Ministry of Finance, Department of Expenditure (Public procurement Division) with up to date amendments, regarding restriction under Rule 144(xi) of the General Financial Rules (GFR) 2017 shall be applicable. Bidder shall submit scanned copy of ‘Undertaking’ on Company’s letter head in this regard. **(Form-15)**.

26. SCOPE OF WORK/ SERVICES

26.1 The Authority intends to outsource contractual manpower in different categories such as Highly-Skilled (Data Entry Operator), Skilled (Computer Operator), Semi- Skilled (Multi-tasking Staff) and Highly-Skilled (Facility Manager).

Sl. No.	Profile/ Job Role	Category	Number of Resources to be hired (approx)
1.	Data Entry Operator	Highly-Skilled	210
2.	Computer Operator	Skilled	85
3.	Multi-tasking Staff	Semi- Skilled	320
4.	Facility Manager	Highly Skilled	01

26.2 The Service provider shall adopt the following stage-wise methodology for selection of contractual manpower:

- i. **Stage 1:** Screening of candidates shall be based on essential qualification and experience as mentioned below under respective job roles:

Job Role- 1

1. Name of the post : Data Entry Operator
2. Essential Qualification
Graduate in any discipline or Equivalent with minimum 2 years' experience in similar role
3. Skills
 - i) Typing & Ability to operate Computer/Laptop
 - ii) Knowledge of and proficiency in MS Office
 - iii) Ability to manage files / project work / cases
4. Desirable
 - i) Diploma / Certificate in Computer Applications/ SAP.
5. Job Description:
The Data Entry Operator shall be responsible for the following tasks:
 - ii) Shorthand/Typing and using computer applications
 - iii) Registering and dispatching e-mails
 - iv) Setting up and maintaining effective filing system
 - v) Designing and preparing power point presentation
 - vi) Any other related task as per requirement of AAI.

Job Role- 2

1. Name of the post : Computer Operator
2. Essential Qualification
(10+2)th Pass with minimum 01 year experience in similar role
3. Skills
 - i) Typing & Knowledge of and proficiency in MS Office
 - ii) Ability to manage files.
4. Job Description:
The Computer Operator shall be responsible for the following tasks:
 - i) Enter data to update records.

- ii) Receive and respond to record inquiries in compliance with standards.
- iii) Access files through knowledge of computer terminal and manual file system.
- iv) Any other related task as per requirement of AAI.

Job Role- 3

- 1. Name of the post : Multi-tasking Staff
- 2. Essential Qualification
10th or equivalent Pass

OR

Non-matriculate with minimum 01 years' experience in similar role

- 3. Skills
 - i) Ability to operate office equipment's such as Printers, Fax, Xerox, Binders etc.
 - ii) Ability to maintain files along with filing of papers, maintenance of stationery, office cleanliness (excluding sweeping and toilet cleaning)
 - iii) Ability to attend guests & related work
- 4. Job Description:
The multi-tasking Assistant shall be responsible for the following tasks:
 - i) Regular dusting/cleaning of work stations and Office equipment etc.
 - ii) Distribution of inter office Daks.
 - iii) Any other related task as per requirement of AAI.

Job Role- 3

- 6. Name of the post : Facility Manager
- 7. Essential Qualification
Graduate in any discipline or Equivalent with minimum 2 years' experience in similar role

- 8. Skills
 - i) Typing & Ability to operate Computer/Laptop
 - ii) Knowledge of and proficiency in MS Office
 - iii) Ability to manage files / project work / cases

- 9. Desirable
 - i) Diploma / Certificate in Computer Applications
 - ii) Knowledge of manpower deployment contracts/ rules, etc.

- 10. Job Description:
The Facility Manager shall be responsible for the following tasks:
 - i) Distribution of biometric data received from the Service Provider to all the reporting officers/ units.
 - ii) Assisting in verification of records of Casual leave and medical leave.
 - iii) Assisting in scrutiny of salary sheets of the contractual manpower before payment to the manpower.
 - iv) Collect, compile, and regularly update the database of contractual manpower deployed across CHQ departments.
 - v) Assisting in assessment of fresh candidates proposed by the Service Provider for the posts of DEO, CO & MTS
 - vi) Assisting in processing of entry passes of the contractual manpower.
 - vii) Attending grievance / complaints from Reporting Officers and ensure timely forwarding to the Service Provider for resolution.
 - viii) Other similar works related to contract management.

- ii. **Stage 2:** Tests specific to job roles shall be taken by the service provider as required as per the following list of tests:

Sl. No.	Job Role	Mandated Tests
1	Data Entry Operator	Computer skills test & Typing test, MS office, SAP Knowledge test (optional as per job requirement for particular location).
2	Computer Operator	Computer skills test & Typing test, MS office
3	Multi-tasking Staff	Basic Hindi and local Language Test
4.	Facility Manager	Computer skills test & Typing test, MS office.

In addition to above tests, Authority may mandate other tests based on regional requirements. In such events, Service Provider shall create and conduct the desired tests to evaluate candidates in Stage 2.

The format of tests along with minimum marks/percentage shall be decided post selection of Service provider. Service provider shall come up with recommendations on tests along with mechanism of evaluation. Authority may recommend changes to the same. Final testing mechanism shall be finalized post incorporations of all suggestions from Airports Authority of India.

Before appointment of any contractual manpower, the credentials along with document as per stage 1 & 2 shall be submitted by the service provider to Officer-In-charge in support of the eligibility. Notwithstanding anything to the contrary contained in this document, the decision of the Authority shall be final and binding regarding selection of any contractual manpower. The Authority at its discretion may conduct interview of any or all the contractual manpower before finalization of their selection by the Service Provider.

- 26.3** Service provider should be able to provide minimum number of profiles as mandated post stage 2 within 14 days’ post notification of requirement by the concerned official from AAI.
- 26.4** There may be certain contractual manpower who may be already giving services to Airports Authority of India on contractual basis through different contracting agency(s). Preference to be given to such contractual manpower provided these employees qualify all stages of selection process as defined above.
- 26.5** The copies of appointment letter issued to the personnel deployed in the Authority shall be provided to the Authority.
- 26.6** The Service Provider before selecting the manpower will satisfy himself about the character and integrity of the persons proposed to be provided to the Authority. The Service Provider shall obtain a character certificate in respect of every such person from the school/college last attended by such person or a character certificate from a Gazetted Officer and a copy of such certificate should be made available to the AAI at the time of deployment. The Service Provider shall also ensure that the personnel deployed are medically fit.
- 26.7** The Service Provider shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. The Authority shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider’s employees performing duties under the contract.

- 26.8** The Service Provider shall arrange such facilities like EPF and ESI as provided for in the Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the workers deployed with the Authority.
- 26.9** The Service Provider shall replace within 15 days any of its personnel, if they are unacceptable to the Authority because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving 02 written notices from Authority. Notwithstanding above, the Authority has the right to ask to change/replace the personnel at any point of time as per directions of OIC/ EIC.
- 26.10** The Service Provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons.
- 26.11** The Authority shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment's or vehicles of the personnel of the Service Provider.
- 26.12** The Service Provider shall be responsible for any damages done to the property of the Authority by the personnel so employed. The AAI will be free to recover it from the performance security or given by the Service Provider or from any other monthly payments to service provider.
- 26.13** The Service Provider's personnel working in the Authority should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Authority. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 26.14** The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work etc.
- 26.15** The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
- 26.16** The Service Provider's personnel shall not have any right to claim any benefit/compensation absorption/regularization of services with the Authority under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Individual Undertaking to this effect from the each of the manpower shall be required to be obtained by the Service Provider and submitted to AAI (in original). Such undertaking shall be executed on non-judicial stamp paper of Rs 10/- value.
- 26.17** The Service Provider shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the Authority.
- 26.18** For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the Airports Authority of India. The persons deployed by the Service Provider in the Airports Authority of India shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against Airports Authority of India.
- 26.19** Security Considerations: The persons deployed by the Agency should not have any Police record/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Any person deployed by the service provider should not indulge in act of misconduct. In case any such incident comes to the knowledge or brought to the knowledge of AAI, the Service Provider will withdraw such person immediately and AAI will be at liberty to take appropriate action against such person as well as the service provider.

26.20 In case of the termination of the contract on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to any claim for absorption or for any relaxation. The person deployed by Service Provider shall be the employees of the Service Provider for all purpose.

26.21 Attendance shall be recorded by service provider for the contractual employees staffed at CHQ and its associated offices. Service provider shall setup adequate number (not less than 9 nos) of Biometric systems at Corporate Headquarters and associated offices/ buildings for recording the attendance as directed by EIC/OIC. The biometric data shall be shared with the O-I-C/E-I-C/reporting officers for assistance in preparation of attendance sheets. The salary of the contractual manpower shall be prepared as per the attendance sheets received from the concerned reporting officer/ units.

The electricity supply and internet connection for the biometric machines will be provided by AAI free of cost. The expenses towards purchase, installing and maintenance of machine will be borne by the agency, accordingly same may be considered while quoting percentage. In case of exigencies or special cases, the manual record of attendance may also be accepted.

26.22 The working hours and days of contractual employees shall be as follows:

S. No.	Job Role	Working Hours	Days of Work
1.	Data Entry Operator	9 hours a day/ shift (preferably 09:15 AM till 06:15 PM)	Monday till Friday
2.	Computer Operator		
3.	Multi-tasking Staff		
4.	Facility Manager		

NOTE:

- i) In case of any manpower attending office duties 6 days a week or in shifts, the working hours shall be 8 hours per day/ shift.
- ii) In case of emergent situations resulting in additional days/ shifts of working by the manpower, the Compensatory-Off may be granted subject to approval and recorded reasons by the concerned Reporting Officer not below the level of AGM/SM. For avoidance of doubt, any Compensatory-Off shall have to be availed within the month next to the month of such additional working day/ shift and no carryover beyond this period shall be allowed. However, the provision of Compensatory-Off shall be implemented subject to compliance of labor laws.
- iii) By default, the calculation of monthly wages shall be done considering 26 days per month irrespective of working shift.

26.23 In case of any manpower attending office duties 5 days a week, the manpower shall be entitled to 10 days of casual leaves per year on pro-rata basis and in case of 6 working days a week, the manpower shall be entitled to 15 days casual leave per year on pro-rata basis. If the contractual employee takes leaves more than the entitled, the substitute is to be provided by the service provider to the Authority. In case the substitute is not provided by the service provider, the payment will be deducted from the salary of the employee as per calculation given below:

Deduction for absent /day = Total Salary/ 26 (for manpower working six days a week)

Or

Deduction for absent /day = Total Salary/ 22 (for manpower working five days a week)

26.24 Contractual Employees shall be entitled to 7 days Medical leave in a year, in case of medical emergency employee may avail 7 days medical leave at one time, also they need to provide medical certificate in support issued from the doctor. The Service Provider shall keep record of the same and shall be submitted to AAI as and when required.

26.25 Contractual Manpower provided by Service provider shall be required to wear neat and tidy uniforms as mentioned herewith.

Service provider shall provide minimum 2 sets of uniforms of good quality cloth (in each seasons) to the manpower during winter & Summer seasons and one pair of shoes each year. Black shoes/ belly shall be provided once in a year to the contractual workers. The Uniform shall be provided for each person during a year and shall be released in two parts (every 6 months) as per the requirement. In winter, one woolen sweater shall be provided by service provider to the contractual employees.

It will be the responsibility of service provider to select the vendor for finalization of uniforms and for transportation & distribution of the uniform to the contractual employee. However, the color schemes for the uniform shall be got approved by O-I-C/ E-I-C.

The cost of such uniform/livery/shoes etc. shall be deemed to be included in the service charge percentage/cost tendered by the bidder and nothing extra on this account shall be paid by the Authority. Authority is not liable to pay any claims against expenses for uniforms.

26.26 Reshuffling of contractual worker may be carried out by the agency as per requirement with prior intimation to AAI.

26.27 The DEO, Computer Operator & MTS will follow all the instructions issued from time to time by the agency or AAI.

26.28 In case of any court case/police case, he/she will not be taken on duty till the clearance is given by Court/Police.

26.29 It is responsibility of the agency to get a certificate of confidentiality on joining of duties in AAI from workers. In case of any default in this regard, he/she will be withdrawn beside other legal actions as per the law of the land.

26.30 Service provider shall be required to impart basic 3 to 5 days communication and soft skills training with role plays. The respective costs should be loaded in the bid parameter.

26.31 Other compliances

a) Additional Allowance to the Contractual Manpower not covered under ESIC:

The Service provider shall make payment of additional allowance at the following rates over and above wages to those Contractual Manpower who are not covered under Employee State Insurance Scheme (ESIC):

a) Data Entry operator (Highly Skilled Manpower) : Rs. 90/- per day

b) Computer operator (Skilled Manpower) : Rs. 70/- per day

c) Multi-Tasking Staff (Semi- Skilled Manpower) : Rs. 50/- per day

d) Facility Manager (Highly Skilled Manpower) : Rs. 90/- per day

The rates of minimum wages will be as per notification issued by Chief Labour Commissioner (CLC) as on last date of submission of tender. The minimum wages will be paid higher of the notification issued by state/ UT or central government. The wages disbursed by the agency including additional allowance, etc. to contractual workers will be reimbursed to the agency as per actual and as per ATC.

- b) Service provider shall pay Bonus to contractual manpower as per latest/ prevailing government guidelines as applicable time to time on reimbursable basis. For the purpose of admitting the claim under this clause the Service Provider has to produce the required documentary evidence to the satisfaction of Officer-In-charge.
- c) The Service Provider shall also provide at its own cost all benefits statutory or otherwise to its employees and the Authority shall not have any liability whatsoever on this account. The Service Provider shall also abide by and comply with the Labor laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- d) Maternity Benefits:
The leave for maternity cases shall be dealt as per Maternity Benefits Act, 1961. The Service Provider shall provide a substitute to the concerned reporting officer for the period of maternity leave of the previous manpower. The payment of the substitute manpower and maternity benefits (as applicable) shall be paid to the Service Provider on reimbursable basis. For the purpose of admitting the claim under this clause the Service Provider has to produce the required documentary evidence to the satisfaction of Officer-In-charge.

26.32 Deliverables and Conditions of Services and Penalties

S. No.	Deliverable	Measurement Method	Service level Agreement	Penalty
Hiring of Candidate				
1.	Start of process of police verification of candidate	Days overdue above designated date	Within 30 days from date of deployment by the agency	INR 10/- per day
2.	Appointment letter and issuance of I-Card to contractual employees	Appointment letter issuance of ID card	Appointment letter same date, ID card issuance within 7 working days	INR 50/- per day
3.	Payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Days overdue above designated date	On or before 07th of every month	<p>i) INR 100 per day per manpower, warning to Service Provider to pay/ deposit the requisite amount within 7 working days after the date of warning and submit proof of same to the Authority.</p> <p>ii) If the payment is not made even after 07 working days of the warning, the penalty shall be increased to INR 200 per day per manpower, till the said amount is paid/ deposited and proof of same is submitted to the Authority.</p> <p>iii) If the payment is not made within 30 days of the warning, Authority shall issue show-cause notice as per</p>

				<p>Para 2.9.1 and if payment is not made or remedial action not taken, then Authority shall Cancel the contract as per Para 2.9.1 (h) and encash/appropriate the Performance Security along with other actions against the Service Provider as stipulated in the Contract.</p> <p>iv) For avoidance of doubt, the penalty may not be imposed subject to submission of valid reason(s) with supporting documents by the Service Provider to the Authority for such non-payment/delayed payment and approval thereof by the Authority.</p>
4.	Non-issuance of uniform by the agency to contractual manpower	days overdue after due date	Initially 30 days after approval from competent authority for uniform or else 30 days after joining of contractual worker.	Rs 25 per day per contractual manpower
5.	Non-installation of Biometric machine	days overdue after due date	Within 30 days from date of deployment by the agency	INR 50/- per day per machine
6.	Non-wearing of uniform by the contractual manpower	Days overdue above designated date	Within one week after receipt of uniform from the Service Provider	<p>i) Warning at first instance after receipt of complaint by the concerned reporting officer</p> <p>ii) Penalty on the contractual employee of Rs. 50/- per day from second instance onwards.</p>

26.33 Payment to Service Provider

- a) All payments to the service provider shall be made in INR in accordance with the provisions of this Bid. Monthly bill shall be paid to the agency after submission of documents i.e. wages paid / ESI/EPF challan after verification of attendance by the respective Unit In-charge.
- b) The standard terms of payment are within 30 days from the date of submission of bills along with GST Invoice and other documents including but not limited to attendance sheet, logbook, service feedback, documentary proofs for PF/ESI/EDLI etc. payments as applicable. Non-submission of the same may lead to delay/ deduction in payment.
- c) Income Tax: The Income Tax/TDS and other statutory deductions, as applicable shall be deducted from the payment. Tax deduction certificate will be issued to the Service Provider by AAI.

- d) The percentage of service charge quoted by the agency shall be applicable for all the payments paid by agency/ service provider to the employees and statutory authority i.e. salary/ wages, PF, ESI, Bonus, additional allowance, etc except for increase in wages or in any statutory wage component.**
- e) Increase in wages or in any statutory wage component shall be mandatorily paid to the contractual manpower by the Service Provider. However, any such reimbursement shall be subject to payment actually made by the service provider to the contractual manpower and submission of documentary evidence to the Authority to its complete satisfaction. The percentage of service charge as quoted by the Bidder shall remain fixed throughout the contract period and the same percentage shall not be applied to the increase in wages or in any statutory wage component at the time making payment to the service provider.**

26.34 Insurances

The Service Provider shall at all times indemnify AAI against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer’s Liability Act, 1938, the Workmen’s Compensation Act, 1923, Industrial Disputes Act, 1947, Contract Labour (Regulation and Abolition) Act, 1970 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Service Provider or not, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Service Provider be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Service Provider shall insure against all claims, damages or compensation payable under the Workmen’s Compensation Act, 1923 or any modification thereof or any other law relating thereto.

Employees/Workmen compensation policy is required to be taken by the Service Provider for the contractual manpower employed by them. All insurance mentioned above shall be effected by the Service Provider, at his own cost, with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India.

The Service Provider shall prove to the Officer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period. A self-certified copy of such policies is required to be submitted to the Engineer-in-charge.

Authority shall not be liable for any payment of any administrative charges incurred by the Service Provider on account of disbursement of insurance claim/ EPF/ ESIC etc. towards its contractual manpower.

If the Service Provider fail to effect and/or keep in force the insurance referred to above then and in any such case the Authority may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct administrative charges at the rate of 25% of the cost of such premium amount so paid by AAI from any moneys due or which may become due to the Service Provider or recover the same as a debt due from the Service Provider.

PARTICULAR CONDITIONS OF CONTRACT

1. GENERAL

1.1. These particular conditions of contract shall form part of Additional Terms & Conditions (ATC).

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Service Provider. The Service Provider shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Rights and obligations

The mutual rights and obligations of the Authority and the Service Provider shall be as set forth in the Agreement, in particular:

- a) the Service Provider shall carry out the Services in accordance with the provisions of the Agreement; and
- b) the Authority shall make payments to the Service Provider in accordance with the provisions of the Agreement.

1.4. DELETED

1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6. Table of contents and headings

The table of contents, headings or sub-headings in the Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by the Agreement shall be in writing and shall:

- a. in the case of the Service Provider, be given by e-mail and by letter delivered by Speed Post/Registered Post/ by hand to the address given and marked for attention of the Service Provider's Representative set out below in Clause 1.9 or to such other person as the Service Provider may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Service Provider may from time to time specify by notice to the Authority;
- b) in the case of the Authority, be given by e-mail and by letter delivered by Speed Post/Registered Post/ by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Service Provider;

provided that if the Service Provider does not have an office in the same city(Delhi) as the Authority’s office, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and

- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8. DELETED

1.9. DELETED

1.10. Authorized Representatives

- a) Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Service Provider, as the case may be, may be taken or executed by the authorized officials.
- b) The Authority may, from time to time, designate one of its officials as the Authority Representative unless otherwise notified, the Authority Representative shall be:

Jt. GM/DGM (Engg-Civil), IMU
Airports Authority of India
Rajiv Gandhi Bhawan,
Safdarjung Airport,
New Delhi-110003

- c) The Service Provider may designate one of its employees as Service Provider’s Representative. Unless otherwise notified, the Service Provider’s Representative shall be:
.....
.....
Tel:
Mobile:
E-mail:

1.11. Taxes and duties

Unless otherwise specified in the Agreement, the Service Provider shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

2.2. Commencement of Services

Service Provider shall commence the work within 15 days from the date of award of work,

or such other date as may be mutually agreed

2.3. Termination of Agreement for failure to Commence Services

If the Service Provider does not commence the Services within the period specified in Bid, the Authority may, by not less than 1 (one) weeks’ notice to the Service Provider, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Service Provider shall be deemed to have accepted such termination.

2.4. Expiry of Agreement

Period of the contract shall be 2 years from the date of start of work. The contract period shall be extendable for a period of 06 months on sole discretion of Competent Authority of AAI on the same terms and conditions. The contract period is further extendable on mutual consent on the same terms and conditions.

AAI also reserves the right to reduce the period of project at its own discretion.

2.5. Entire Agreement

2.5.1. This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Service Provider arising out of the provisions of the Bid shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of Bid shall apply.

2.6. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, shall only be made by written agreement between the Parties

2.7. Force Majeure

2.7.1. Definition

- a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3. Measures to be taken

A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.

- a) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- b) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4. Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5. Payments

This sub-point has been deleted intentionally.

2.7.6. Consultation

Not later than 30 (thirty) days after the Service Provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Notice of Suspension

The Authority may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Service Provider to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Service Provider of such notice of suspension.

2.9. Termination of Agreement

2.9.1. By the Authority: The Authority may, by not less than 30 (Thirty) days’ written show-cause notice of termination to the Service Provider, such notice to be given after the occurrence of any of the events specified in Bid, terminate this Agreement if:

- a) the Service Provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension

- pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Service Provider becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - c) the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
 - d) the Service Provider submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Service Provider knows to be false;
 - e) any document, information, data or statement submitted by the Service Provider in its Proposals, based on which the Service Provider was considered eligible or successful, is found to be false, incorrect or misleading;
 - f) any breach in confidentiality is carried out by the Service Provider, as referenced in Clause 3.3 of this agreement
 - g) as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
 - h) the Service Provider fails to make payments of take-home remuneration or wages or deposit of EPF and ESI (both employee and employer share) or fails to take remedial action w.r.t payment of take-home remuneration or wages or deposit of EPF and ESI, pursuant to Clause 26.32 (3) hereof; or
 - i) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2. By the Service Provider

The Service Provider may, by not less than 45 (Forty-five) days’ written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) the Authority fails to pay any money due to the Service Provider pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days (or such longer period as the Service Provider may have subsequently granted in writing) after receiving written notice from the Service Provider that such payment is overdue;
- b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Service Provider may have subsequently granted in writing) following the receipt by the Authority of the Service Provider’s notice specifying such breach; as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- c) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; and (iii) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and materials furnished by the Authority, the Service Provider shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Service Provider (after offsetting against these payments any amount that may be due from the Service Provider to the Authority):

- a) Fee pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- b) Except in the case of termination pursuant to Sub-clauses(a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1. General

3.1.1. Standards of Performance

The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2. Applicable Laws

The Service Provider shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Service Provider, comply with the Applicable Laws.

3.2. Conflict of Interest

- 3.2.1.** The Service Provider shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2. Service Provider and Affiliates not to be otherwise interested in the Project

The Service Provider agrees that, during the term of this Agreement and after its termination, the Service Provider or any Associate thereof, as well as any Sub-Service Provider and any entity affiliated with such Sub-Service Provider, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to services provided to the Authority in continuation of this Agreement or to any subsequent services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Service Provider shall include a partner in the firm of the Service Provider or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Service Provider, as the case may be, and any Associate thereof.

3.2.3. Prohibition of conflicting activities

Neither the Service Provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b) After the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c) At any time, such other activities as have been specified in the Bid as Conflict of Interest.

3.2.4. Service Provider not to benefit from commissions, discounts, etc. : The remuneration of the Service Provider pursuant to Clause 6 (Payment to service provider) hereof shall constitute the Service Provider’s sole remuneration in connection with this Agreement or the Services and the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Service Provider shall use its best efforts to ensure that the Personnel and agents, similarly shall not receive any such additional remuneration.

3.2.5. The Service Provider and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Service Provider, without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.

3.2.6. Without prejudice to the rights of the Authority under Clause 3.2.4 above and the other

rights and remedies which the Authority may have under this Agreement, if the Service Provider is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution on of this Agreement, the Service Provider shall not be eligible to participate in any Bid or Bid issued during a period of 2 (two) years from the date the Service Provider is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7. For the purposes of Clauses 3.2.4 and 3.2.5, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3. Confidentiality

The Service Provider, its Personnel shall not, either during the term or after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Service Provider, its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or

suppliers, customers, or contractors of the Authority; and any other information which the Service Provider is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Service Provider, its Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- i) was in the public domain prior to its delivery to the Service Provider, its Personnel or becomes a part of the public knowledge from a source other than the Service Provider, its Personnel;
- ii) was obtained from a third party with no known duty to maintain its confidentiality;
- iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Service Provider, its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- iv) is provided to the professional advisers, agents, auditors or representatives of the Service Provider or its Personnel, as is reasonable under the circumstances; provided, however, that the Service Provider or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4. DELETED

3.5. Accounting, inspection and auditing

This sub-point has been deleted intentionally.

3.6. Service Provider’s actions requiring the Authority's prior approval

The Service Provider shall obtain the Authority's prior approval in writing before taking any of the following actions:

Appointing such members of the professional personnel.

Any other action that is specified in this Agreement.

3.7. Reporting obligations

- 3.7.1.** The Service Provider shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.8. Documents prepared by the Service Provider to be property of the Authority

- 3.8.1.** All reports and other documents (collectively referred to as “**Document(s)**”) prepared by the Service Provider (or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Documents shall vest with the Authority. Any Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Document is created and the Service Provider agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Service Provider.

3.8.2. All information received directly or indirectly by the Service Provider in any form in the process of delivery of service as specified in the Terms of Reference shall become and remain the property of the Authority.

3.8.3. The Service Provider shall, not later than termination or expiration of this Agreement, deliver all Documents to the Authority, together with a detailed inventory thereof. The Service Provider may retain a copy of such Documents. The Service Provider, or a Third Party shall not use these Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.8.4. The Service Provider shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as “Claims”) which may arise from or due to any unauthorized use of such Documents, or due to any breach or failure on part of the Service Provider or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9. Materials furnished by the Authority

Materials made available to the Service Provider by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Service Provider shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.10. Accuracy of Documents

The Service Provider shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Service Provider or arises out of its failure to conform to good industry practice. The Service Provider shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

4. SERVICE PROVIDER’S PERSONNEL/ CONTRACTUAL MANPOWER

4.1. General

The Service Provider shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

5. OBLIGATIONS OF THE AUTHORITY

5.1. Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- a) provide the Service Provider, its Personnel with work permits and such other documents as may be necessary to enable the Service Provider, its Personnel to perform the Services;
- b) facilitate prompt clearance through customs of any property required for the Services; and
- c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2. Access to land and property

The Authority warrants that the Service Provider shall have access to the Airports, Offices at RHQ, CHQ etc. as per the guidelines of BCAS/Government in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Service Provider as and when so required, the Parties shall agree on the time extension, as may be appropriate for the performance of Services

5.3. Change in Applicable Laws

All applicable taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Service Provider, shall be borne by the Authority.

5.4. Payment

In consideration of the Services performed by the Service Provider under this Agreement, the Authority shall make to the Service Provider such payments and in such manner as is provided in Clause 6 below.

6. PAYMENT TO THE SERVICE PROVIDER

6.1. Payment Terms

- a) The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in Client’s office.
- b) The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client’s office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.
- c) The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.
- d) Each monthly bill must accompany the:
 - i. List of employees with their date of engagement
 - ii. The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/ EPF/ Bonus etc.)
 - iii. Copies of authenticated documents of payments of such contributions to EPFO/ESIC
 - iv. Declaration of the Contractor regarding compliance of Amount of EPF / ESIC

6.1.1. An abstract of the cost of the Services payable to the Service Provider is set forth in the Agreement. Except as may be otherwise agreed under Clause 2.6 the fee under this Agreement shall not exceed the service fee specified herein
% Service fee over total payment i.e. Salary, DA, Bonus, EPF & ESI of contractual manpower

.....
The Authority will pay to the Service Provider the monthly payout and Service Provider shall send monthly invoice in the name of Airports Authority of India as mentioned in Terms of Reference Section.

6.1.2. DELETED

6.2. Currency of payment

All payments shall be made in Indian Rupees. The Service Provider shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3. Mode of billing and payment

- a) The Authority shall cause the payment due to the Service Provider to be made within 20 (Twenty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”).

Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Service Provider to the Authority within 20 (twenty) days after receipt by the Service Provider of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report.

- b) All payments under this Agreement shall be made to the account of the Service Provider as may be notified to the Authority by the Service Provider.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1. DELETED

7.2. Liquidated Damages

7.2.1. Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Service Provider and such error or variation is the result of negligence or lack of due diligence on the part of the Service Provider, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Service Provider by way of deemed liquidated damages, subject to a maximum of 10% of the monthly payout per cluster.

7.2.2. Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Service Provider in the event of breach of this Agreement or for recovery of liquidated damages as specified in Bid.

7.3. Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Service Provider for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1. Good Faith

The Parties undertake to act in good faith with respect to each other’s rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

8.2. Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. DISPUTE RESOLUTION

All disputes or differences which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) thereof shall be dealt with as provided hereinafter:

(i) Through Mediation: All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties.

In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through sub para (ii) within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

(ii) Adjudication through Arbitration: In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para (i) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.

a. When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.

b. When the amount involved is Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, after obtaining consent of the other party, as per format annexed at **Annexure-A**.

Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.

Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.

No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter -VA of the Airports Authority of India Act, 1994.

Note: For the purpose of the above ‘Initial Statement of Claim’ should be taken into consideration for deciding individual arbitrator or Tribunal under para ii (a) & (b) of this Dispute Resolution Clause.

ANNEXURE -A - Format Consent Letter
Dispute Resolution Clause – Para 2 ii (b)

To,
The Chairman/Member/Regional Executive Director,
Airports Authority of India,

SUB: Request for appointment of arbitrator under Clause _____ of the _____ agreement dated _____ for _____

Sir/Madam,

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

Thanking you,

(_____)
Authorized signatory

10. INTEGRITY PACT

Signing of Integrity Pact (As per Form 2) is mandatory for every Bidder / Service Provider. All Bidders shall have to submit an undertaking as per Form 2 along with Bid documents. AAI shall appoint Independent External Monitor(s) to oversee effective implementation of Integrity Pact for such works/supplies. For this purpose, a panel of Independent External Monitors shall be constituted by the Authority in concurrence with Central Vigilance Commission (CVC).

- i. The Bidder / Service Provider shall have to act in accordance with the conditions laid down in the integrity pact.
 - a) Signing of Integrity Pact is mandatory for every Bidder / Service Provider in this procurement/proposal process the signed original pact to be send to the office of Proposal Manager and should reach before the due date mentioned in NIT.
 - b) The Bidder / Service Provider shall commit itself to ensure taking all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its proposal or during any pre-contract or post-contract stage as specified in section 3 of the integrity pact.
 - c) Any breach of the aforesaid provisions by the Bidder / Service Provider or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder / Service Provider) shall entitle the authority to take all or any one of the action as specified in section 6 of the integrity pact.
- ii. In case any violation of above conduct is established, AAI reserves right to take following actions.
 - a) If contractor commits a violation of its commitments and obligations under the Integrity Pact Program during bidding process, he shall be liable for disqualification from tender process and forfeiture of his Earnest Money Deposit/ Bid Security.
 - b) In case of violation of the Integrity Pact after award of the contract, Authority is entitled to terminate the contract and 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.
 - c) Authority may initiate appropriate proceedings against the contractor.
 - d) Contractor will be liable to pay damages as determined by the Authority.
 - e) Contractor against whom an action for violation of its commitments and obligations has been taken earlier again commits a violation, the Authority is entitled to debar such contractor for future tender/ contract processes for a period as deemed fit.
 - f) A violation 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 exist in the matter.
- iii. Person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.
- iv. The Independent External Monitor (IEM) for this work will be:
 - (1) Shri Kuldip Kumar Peshin
CE & MES (Retd.)
Email: kkpeshin@yahoo.com

11. CODE OF INTEGRITY

No official of AAI or a bidder shall act in contravention of the codes which includes

- i. prohibition of
 - a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) obstruction of any investigation or auditing of a procurement process.
 - h) making false declaration or providing false information for participation in a tender process or to secure a contract;
- ii. disclosure of conflict of interest.
- iii. disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

12. DEBARMENT OF CONTRACTOR

- (i) Contractor may be debarred if it is determined under breached the Integrity Pact of clause 10 and Code of Integrity of clause 11.
- (ii) Contractor can also be debarred for the reasons like supply of sub-standard material, non-supply of material, abandonment of work, sub-standard quality of work, poor/unsatisfactory performance.
- (iii) The period of debarment shall be up to two years.

FORM-1A

Letter of Bid (To be given on Agency’s Letter Head)

Date:

To

Reference:

Dear Sir,

1. With reference to your Bid Document, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Service Provider for “*Contractual Manpower Outsourcing Services such as Data Entry Operator; Computer Operator & Multi-tasking Staff for the year 2025-27 at CHQ, New Delhi*” . The proposal is unconditional and unqualified.
2. I/We certify that all information provided in the Bid/Proposal and in the Appendices/Forms, is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. I/We shall make available to the AAI any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the AAI to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We declare that:
 - i. I/We have examined and have no reservations to the Bid Documents, including any Addendum/corrigendum issued by the AAI; I/We do not have any conflict of interest in accordance with Bid Document;
 - ii. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with the AAI or any other public- sector enterprise or any government, Central or State; and
 - iii. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Bidders in accordance with clauses of the Bid document.
7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the

- moral sense of the community.
8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees
 10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the AAI [and/ or the Government of India] in connection with the selection of agency or in connection with the Selection Process itself in respect of the above-mentioned Project.
 11. Earnest Money Deposit (EMD) / proof of Exemption has been submitted by us as per the Bid Document.
 12. I/We agree and understand that the proposal is subject to the provisions of the Bid document. In no case, shall I/we have any claim or right if proposal is not opened or rejected.
 13. Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in the prescribed format as per the Bid Document.
 14. In the event of our firm being selected, I/we agree to enter into an Agreement in accordance with the Bid. I/We agree not to seek any changes in the aforesaid form and agree to a proposal by the same.
 15. The Financial Bid is being submitted separately as specified in Bid. This Technical Bid read with the Financial Bid shall constitute the Application which shall be binding on us.
 16. I/We certify that we have submitted the undertaking regarding Blacklisting/ Debarring of firm in the prescribed format as per the Bid Document.
 17. I/We agree and undertake to abide by all the terms and conditions of the Bid Document. I/we hereby unconditionally accept the Terms & conditions of Bid documents in its entirety for the above work.
 18. That, 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.
 19. I / We agree that our financial proposal shall remain valid for a period of 120 (one hundred and twenty) days from the Bid End Date (including extensions if any) as specified in the Bid or such further period as may be mutually agreed upon.

In witness thereof, I/we submit this Bid/ Proposal under and in accordance with the terms of the Bid Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

FORM-1B

Tender Acceptance Letter
(To be given on Agency’s Letter Head)

DATE:

To,
Sr. Manager (Engg.-Civil)-IMU,
Airports Authority of India,
Rajiv Gandhi Bhawan,
New Delhi-110003.

Name of Work: Contractual Manpower Outsourcing Services such as Data Entry Operator; Computer Operator & Multi-tasking Staff for the year 2025-27 at CHQ, New Delhi.

Sir,

1. I / We have downloaded / obtained the bid document(s) for the above mentioned ‘Services’ from GeM Portal web site(s) namely: <https://gem.gov.in>.
2. I / We hereby certify that I / we have respected the site and read the entire terms and conditions of the bid 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 bid conditions of AAI’s bid 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 Bid Document.
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 1C

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

This is to certify that as per audited balance sheet and profit & loss account during the financial year 2023-24 , the Net Worth of M/s. _____
(Name & registered address of Individual/Firm/Company), as on _____ (the date of certificate) is Rs. _____ after considering all liabilities. It is further certified that Net Worth of the company has not eroded by more than 30 % in last three years ending on 31st March 2024.

Unique Document Identification Number (UDIN).....

Signature of Chartered Accountant

.....

Name of Chartered Accountant

.....

Membership of ICAI

Date and Seal

SIGNATURE (S) OF BIDDER (S)

FORM 1D

(Letter of understanding from the Depositor to Bank to be submitted along with all Bank Guarantee to Airports Authority of India)

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

Sub: My/ Our Bank Guarantee bearing No. dated for
Rs. issued in favour of Airports Authority of India A/c

Sir,
The subject Bank guarantee is obtained from your branch for the purpose of EMD (Bid Security)/ Performance Security on account of contract awarded/ to be awarded by M/s Airports Authority of India to me/ us.

I hereby authorize the Airports Authority of India in whose favour the deposit is made to encash/ close the subject Bank Guarantee before maturity/ expiry, on maturity towards adjustment of dues without any reference/ consent/ notice from me/ our side and the bank is fully discharged by making the payment to Airports Authority of India.

Signature of the Depositor

Place:

Date:

Acknowledgement of Bank with Seal

FORM 2

Integrity Pact

The integrity pact shall be signed by both the parties in the following format

“This Pact made thisday 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(Name of Airport) 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

M/s.....(Name of bidding company) represented by(Name of authorized person) 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 “.....” 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 In response to the **BID/ NIT** (Notice Inviting Tender/ Bid number) dated Contractor is signing the contract for execution of 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.
- 1.4 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.

2. 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.

- 2.1 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.
- 2.2 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 contractor any other contract with the Authority for showing or forbearing to show favour or dis favour to any person in relation to the contract or any other contract with the Authority.
- 2.3 The Bidder / Contactor 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.
- 2.4 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.

- 25 The Bidder/Contractor shall when present 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.
- 26 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.
- 27 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 or has 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.
- 28 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.
- 29 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 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 / Contractor also under takes to exercise due and adequate care lest any such information is divulged.
- 2.11 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)
- 2.12 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.14 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.
- 2.15 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.

2.16 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.

3. Previous Transgression

3.1 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 Bidder’s exclusion from the tender process.

3.2 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.

3.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor (s) and associate(s) whose value of the work contribution exceeds Rs 0.5 Cr. (Rupees zero point five Cr.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.

3.4. 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 Rs0.5Cr. (Rupees Zero point five Cr.)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 subcontractor(s) / associate(s) in relation to the contract/ work.

3.5 That the Authority will disqualify from the tender process all Bidder(s) who don’t sign this Pact or violate its provisions or fails to get this Pact signed in terms of policy of authority

3.6 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 policy of authority. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

4. 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.

5. Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts.

5.1 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 en-cash 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 period upto two years.
- 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.

5.2 The Authority will be entitled to take all or any of the actions mentioned at para 5.1 above.

- 5.3 (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.
- 5.4 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.
- 5.5 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.
- 5.6 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.

6. 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 associate of the 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.

7. Independent External Monitor(s),

- 7.1. That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.
- 7.2 The task of the Monitor(s) 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.
- 7.3. That the Monitor(s) 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.
- 7.4 That the Bidder / Contractor accepts that the Monitor(s) 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.
- 7.5. 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(s) can in this regard submit his recommendations/ suggestions. Beyond this, the Monitor(s) has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 7.6 That the Authority will provide to the Monitor(s) 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(s) the option to participate in such meetings.
- 7.7 That the Monitor(s) 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.
- 7.8 That if the Monitor(s) 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.
- 7.9 The word ‘Monitor’ would include singular and plural.

8. 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 be 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.

9. Law and Place of Jurisdiction.

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

10. Other Legal Actions

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

11. Pact duration (Validity)

- 11.1 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.
- 11.2. 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.
- 11.3 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.

12. Company Code of Conduct

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

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

Buyer

Sd/-

Name of the Officer:

Designation:

Deptt. / Ministry / PSU: Airports Authority of India.

Witness

1. _____

2. _____

Bidder

AUTHORISED SIGNATORY

Witness

1. _____

2. _____

FORM 3

FINANCIAL INFORMATION

Name of the firm / contractor.....

1. Financial Analysis - Details to be furnished turnover on similar works/ services with profit / loss as per figure in balance sheet account for the last three years duly certified by the Chartered Accountant as submitted by the applicant to the Income - Tax Department

Fig in lakhs Rs.

S. No.	Particulars	Financial Year (Last three years)		
		FY 2021-22	FY 2022-23	FY 2023-24
1.	Turn-Over on Manpower Outsourcing services			
2.	Profit / (loss) after Taxes (standalone)			

2. Financial arrangements for carrying out the proposed work:

Unique Document Identification Number (UDIN).....

Signature of Chartered Accountant with Seal

SIGNATURE (S) OF BIDDER (S)

FORM 4

Experience of the Bidder for Similar nature of Service of providing contractual manpower

S. No.	Name of work /Project	Name, Address & category of Client / Buyer	Awarded Cost (INR)	Start Date of contract	Date of actual completion of contract	Number of years completed in case of ongoing contracts of duration more than one year	Number of outsourced contractual manpower per month for client	Gross value of work done (INR)	Value per annum of the Manpower Outsourced to the Client in case of contracts of duration more than one year (INR)

Certification from Authorized Signatory of the Firm

This is to certify that the information contained above is correct.

(Signature, name and designation of the bidder/ authorized signatory)

Date:

Name and seal of the Bidder:

FORM 5

Manpower Service Capacity

Name of work/Project :	
Name & Address of Client:	
Details of Contract Agreement/ Work order	
Date of Start:	
Stipulated date of completion:	
Actual Date of completion (if work is completed):	
Number of outsourced contractual manpower per month for client:	

This is to certify that the information contained above is correct.

(Signature, name and designation of the Bidder/authorized signatory)

Date:

Name and seal of the Bidder:

Note:-

1. The Bidder shall provide details of only one contract wherein **maximum number of contractual manpower per month** has been provided by the bidder in the last seven (07) years ending on last day of month previous to one in which tender is invited.
2. Copy of completion certificates along with work orders shall be submitted by the bidder as part of the bid in support of above details. Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion, number of contractual manpower provided per month and satisfactory completion of work.
3. Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources certificate(s) along with a certificate issued by registered Chartered Accountant, clearly specifying the name of work/ service, total payment received against the work/ service and TDS amount for the work/ service in support of their claim for having experience of the work.

FORM 6

Monetary Value of Contract

Name of work/Project :	
Name & Address of Client:	
Details of Contract Agreement/ Work order	
Date of Start:	
Stipulated date of completion:	
Actual Date of completion (if work is completed):	
Gross value of hired/contractual manpower services provided per annum:	

This is to certify that the information contained above is correct.

(Signature, name and designation of the Bidder/authorized signatory)

Date:

Name and seal of the Bidder:

Note:-

1. The Bidder shall provide details of only one contract having highest Gross value of hired/contractual manpower services provided per annum in the last seven (07) years ending on last day of month previous to one in which tender is invited.
2. Copy of completion certificates along with work orders shall be submitted by the bidder as part of the bid in support of above details. Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion, number of contractual manpower provided per month and satisfactory completion of work.
3. The value of executed works/ services shall be brought to current costing level by enhancing the actual value of work/ service at simple rate of 7% per annum, calculated from the actual date of completion to the Bid End Date
4. Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources certificate(s) along with a certificate issued by registered Chartered Accountant, clearly specifying the name of work/ service, total payment received against the work/ service and TDS amount for the work/ service in support of their claim for having experience of the work.

FORM 7

Particulars of the Bidder (On the Letterhead of the Bidder)

Particulars of the Bidder	
1.1	Name of Firm:
1.2	Legal status (e.g. sole proprietorship or partnership):
1.3	Country of incorporation:
1.4	Registered address:
1.5	Local address of Office/ Branch office in NCT of Delhi (if any):
1.6	Year of Incorporation:
1.7	GST Number:
1.8	PAN Number:
1.9	EPF Registration Number:
1.10	ESI Number:
1.11	Company Registration Number:
1.12	Year of commencement of business:
1.13	Principal place of business:
1.14	Contact Details of authorized signatory of the Bidder :
	Name:
	Designation:
	Address:
	Phone No.:
	E-mail address:

This is to certify that the information contained above is correct.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the Bidder:

FORM 8

Statement of Legal Capacity

(On the letter head of the Bidder)

Date:

To,

.....

.....

Dear Sir,

Sub: “Contractual Manpower Outsourcing Services such as Data Entry Operator; Computer Operator & Multi-tasking Staff for the year 2025-27 at CHQ, New Delhi”.

I / We hereby confirm that we, the Bidder satisfy the terms and conditions laid down in the Bid document.

I/We have agreed that (insert individual’s name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory

For and on behalf of

\$Please strike out whichever is not applicable

FORM 9

Power of Attorney for Authorized Representative

[To be on a stamp paper of Rs. 100 value]

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr.....son/daughter/wife and presently residing at. , who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal/Bid for “Contractual Manpower Outsourcing Services such as Data Entry Operator; Computer Operator & Multi-tasking Staff for the year 2025-27 at CHQ, New Delhi” of the Authority including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in Pre- Proposal and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority. AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20__

For

(Signature, name, designation and address) Witnesses:

- 1.
- 2.

Notarized

Accepted

(Signature, name, designation and address of the Attorney) Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

FORM 10

Form of Bank Guarantee against Earnest Money Deposit

WHEREAS, Bidder _____ (Name of bidder) (hereinafter called “the Bidder”) has submitted his Bid dated _____ (date) for the Services “_____” (name of service) (hereinafter called “the Bid Document”).

KNOW ALL PEOPLE by these presents that we _____ (name of bank) having our registered office at _____ (hereinafter called “the bank”) are bound unto Airports Authority of India through its “Bid Manager/Officer-in-Charge/ AAI’s Authorized representative” (Designation with address) (hereinafter called “Bid Manager/Officer-in-Charge/ AAI’s Authorized representative”, as the case may be which expression shall unless repugnant to the subject or contract includes its administrators, successors and assigns) in the sum of Rs. _____ (Rs. In words _____) for which payment will truly to be made to the said “Bid Manager/Officer-in-Charge/ AAI’s Authorized representative” 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 Bid opening the Bidder withdraws, his Bid during the period of validity of Bid (including extended validity of Bid) specified in the Bid document.
2. If the contractor having been notified of the acceptance of his bid by the “Bid Manager/Officer-in-Charge/ AAI’s Authorized representative”.
 - a) Fails or refuses to execute the form of Agreement in accordance with the instruction to bidder, if required-
OR
 - b) Fails or refuses to furnish the performance guarantee, in accordance with the provisions of Bid document and instruction to bidder,
OR
 - c) Fails or refuses to start the work, in accordance with the provisions of the contract and instruction to bidder,
OR
 - d) Violates any of the conditions of Bid Document leading to forfeiture in part/ full of EMD.

We undertake to pay to the “Bid Manager/Officer-in-Charge/ AAI’s Authorized representative” either up to the above amount or part thereof upon receipt of his first written demand, without the “Bid Manager/Officer-in-Charge/ AAI’s Authorized representative” having to substantiate his demand, provided that in his demand the “Bid Manager/Officer-in-Charge/ AAI’s Authorized representative” 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 bid as such deadline is stated in the instructions to contractor or as it may be

“Contractual Manpower Outsourcing Services such as Data Entry Operator; Computer Operator & Multi-tasking Staff for the year 2025-27 at CHQ, New Delhi”

extended by the “Bid Manager/Officer-in-Charge/ AAI’s Authorized representative”, 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
SEAL

WITNESS

(SIGNATURE NAME AND ADDRESS)

*Date to be worked out as per Cl. 7.1 of ATC.

FORM 11

Bank Guarantee for Performance Security

To

Chairman,
Airports Authority of India
Rajiv Gandhi Bhawan
New Delhi – 110003.

1. In consideration of the Chairman, AAI (hereinafter called “AAI”) having offered to accept the terms and conditions of the proposed agreement between[hereinafter called the said contractor(s)] for the work (hereinafter “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs. (Rupeesonly) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We (Indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs. (Rupees only) on demand by AAI.

2. We (Indicate the name of the Bank) do hereby undertake to pay the amounts due to payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
3. We, the said Bank, further undertake to pay the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) inn any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under his bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We..... (Indicate the name of 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 agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Officer-In-Charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We..... (indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our

obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forbear and enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have effect of so relieving.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
8. This guarantee shall be valid up to unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of

Dated this _____ Day of _____

Witness

- 1.
- 2.

For and on behalf of (The Bank)

Signature _____

Name & Designation _____

Authorization 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 _____

FORM-12

AFFIDAVIT- For Compliance of Minimum wages

Name of work - “Contractual Manpower Outsourcing Services such as Data Entry Operator; Computer Operator & Multi-tasking Staff for the year 2025-27 at CHQ, New Delhi”.

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

I am competent to swear this affidavit on behalf of (Name of agency). I state that, in the event of work is awarded to our agency, the wages to be paid to the contractual manpower engaged shall not be less than the minimum wages determined by appropriate Govt. Authorities from time to time.

Dated this, the day of month Year.

DEPONENT

Place:

Date:

Note: 1) This affidavit is to be attested by a First Class Magistrate / Notary Public on non-judicial stamp paper of Rs. 100/-.

FORM -13

Similar Work Experience with Public Sector /Govt Sector Clients

S. No	Name & Postal Address of Client with Contact no. & E-mail ID	Details of Work Order & Contract Agreement	Number of outsourced contractual manpower	Start Date of the assignment	Completion date of the assignment (mention ongoing,if not completed)	Experience Certificate issued by Client in support of completed/ Ongoing work

This is to certify that the information contained above is correct.

(Signature, name and designation of the Bidder/authorized signatory)

Date:

Name and seal of the Bidder:

NOTE:

1. In case, the Bidder has served the same client more than once, it is required to provide the above details of any one contract pertaining to that client.

FORM-14

Declaration regarding blacklisting/debarring of Firm (on letter head of the Bidder)

Name of work - “Contractual Manpower Outsourcing Services such as Data Entry Operator; Computer Operator & Multi-tasking Staff for the year 2025-27 at CHQ, New Delhi”

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 Airports Authority of India (AAI)/ Ministry of Civil Aviation (MoCA)/ Department of Expenditure (DoE), Ministry of Finance and the debarment / blacklisting / restraintment is not in force as on last date of opening of tender (Envelope-I, normally called as technical bid).
- (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/restrained by AAI/ MoCA/ DoE and the debarment/ blacklisting/ restraintment is not in force as on last date of opening of tender (Envelope-I, normally called as technical bid).
- (iii) Our firm understands that if our firm either debarred before the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) 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/ restraintment, termination of the contract etc. as deemed fit.

Date:

(Signature of the Contractor)

Authorized signatory of the firm

Place:

FORM-15

Performa for declaration by Bidder for compliance of order on Restriction under Rule 144(xi) of the General Financial Rules (GFRs)-2017

(Scanned copy to be submitted by Bidder in Technical Bid on letter head of Company/Firm)

Name of Work: “Contractual Manpower Outsourcing Services such as Data Entry Operator; Computer Operator & Multi-tasking Staff for the year 2025-27 at CHQ, New Delhi”

I, the undersigned, _____ (full names), do hereby declare, in my capacity as _____ of M/s _____ **(Name of company/Firm)** _____ that:

1) I am competent to swear this undertaking on behalf of M/s _____ **(Name of company/Firm)**

2) I have read the Order(s) on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order(s).

3) I certify that M/s _____ **(Name of company/Firm)** _____ **is not from such a country / is from such a country, has been registered with the Competent Authority (strike out whichever is not applicable)**. I hereby certify that this BIDDER fulfills all requirements in this regard and is eligible to be considered [*Where applicable, evidence of valid registration with the Competent Authority is attached*].

4) I understand that the submission of incorrect data and / or if certificate/ declaration given by M/s _____ **(Name of company/Firm)** _____ is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Procurement Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

Signature and name of the authorized signatory of the firm

with Rubber Stamp

Date:

Place:

FORM-16

Form of Insurance Surety Bond towards EMD (To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

Name of Work: - “Contractual Manpower Outsourcing Services such as Data Entry Operator; Computer Operator & Multi-tasking Staff for the year 2025-27 at CHQ, New Delhi”

To,
AIRPORTS AUTHORITY OF INDIA,
R. G. BHAWAN, SAFDARJUNG AIRPORT,
NEW DELHI

WHEREAS THIS SURETY BOND AGREEMENT is executed at this
..... day of 20

BETWEEN

a. M/s. (Name of the Bidder) having its Registered/Head Office at
..... (Hereinafter called "the Bidder" which expression shall include
its successors, administrators, executors and assigns);

AND

b. ... (Name and Address of Insurer) having its registered office at
..... (hereinafter called "the Insurer" which expression shall include
its successors, administrators, executors and assigns)

AND

c. Airports Authority of India, a Statutory Body constituted under the Airports Authority of India Act, 1994 State Bank of India Act, 1955 having its Central Headquarters at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi, 11 0003 (hereinafter called the "AAI");

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. {Tender Reference No.}, dated M/s {Agency's Name} having its Registered/Head Office at {address}(hereinafter called the 'Agency') wish to participate in the said bid for {Tender Title}.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of (*) valid for days from (***) required to be submitted by the Supplier as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents/NIT No

We, the {Name of the Insurer} having our Head Office at {address of the Insurer} guarantee and undertake to pay truly AND immediately on demand by Airports Authority of India (hereinafter called the 'Owner') and its successors and assigns by these presents the amount of.. (*) on first written demand, without any DEMUR, reservation, protest, demand and recourse, the insurer binds itself, its successors and assigns by these presents. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Agency and/or any right/remedy available to the Agency in terms thereof.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him; or
- (3) In the case of a successful Bidder, if the Bidder fails or refuses within the specified time limit
 1. To execute the Contract Agreement, or
 2. To furnish the required performance security/guarantee within the prescribed time.
 3. The proceeds of Surety Bond (EMD) shall be payable to Owner in case of breach of any of the terms and conditions of the tender by the bidder.

WE undertake to pay to the Owner up to the above amount upon receipt of its first written demand, without the Owner having to substantiate its demand, and that in its demand the Owner/may note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

The Surety Bond shall not be affected by any change in the constitution or winding up, any absorption, merger or amalgamation of any of the parties to this surety bond, with any other person.

In the event that the obligations of Owner of this Surety Bond are assigned or novated to a third party, the Surety agrees that this Bond shall remain in full force and effect and shall be deemed to apply to the new principal as if originally named herein, provided that the Surety's liability shall not be increased or extended beyond the original terms of this Bond.

This Surety Bond shall be governed by Indian Law and is to be construed in accordance with Indian Law in all its respects. Each hereby agrees to submit to the jurisdiction of the Courts at (#), and to comply with all the requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of the Courts at (#)

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to (@) If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s {Agency's Name} on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this day of 20 at

(Signature)

(Name)

(Designation with Insurer Stamp and Complete Address,
Telephone and Email of the Authorized Signatory)

Authorized Vide Power of Attorney PoA No

WITNESSES:

(i) Name & Signature

(ii) Name & Signature

Date

NOTE:

1. (*) The amount shall be equivalent to EMD amount specified in the tender.
(**) This shall be the last date of bid submission deadline.
(@) This date shall be forty-five (45) days after the last date for which the bid is valid.
(#) This shall be the place where the tender is floated by AAI.
2. The Insurance Surety Bond shall be from an Insurer, registered under the Insurance Act, 1938 as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Owner shall be the Creditor, the Supplier shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond shall be executed on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Suppliers are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Suppliers are required to fill up this Form and enclose the same with the Insurance Surety Bond.
6. Each page of Insurance Surety Bond for EMD shall be duly signed I initialed by the executing officers and the last page shall be signed in full by the duly authorized signatory of Insurance Company along with two witnesses.