

Request for Proposal (RFP) for “Contracting of External Agency for Outsourcing of Manpower through Quality & Cost Based Selection(QCBS)”



**Airports Authority of India**  
**HR Department**

TENDER DOCUMENT  
Tender ID- 2019\_AAI\_24439\_1

<b>Estimated Cost</b>	<b>:</b>	<b>Rs. 45.00 Crores (Approx.) per year</b>
<b>Time Allowed</b>	<b>:</b>	<b>02 (Two) Year</b>
<b>Tender fee</b>	<b>:</b>	<b>Rs. 6000.00</b>
<b>EMD</b>	<b>:</b>	<b>Rs. 2000000.00</b>
<b>Last date &amp; time for sale of e-tender document.</b>	<b>:</b>	<b>11.04.2019 <u>up to 1800 Hrs.</u></b>
<b>Last date &amp; time of e-Bid Submission.</b>	<b>:</b>	<b>11.04.2019 <u>up to 1800 Hrs.</u></b>
<b>Date &amp; time of opening of Envelope-I</b>	<b>:</b>	<b>18.04.2019 <u>FROM 1100 Hrs.</u></b>
<b>Date &amp; time of opening of Envelope-II</b>	<b>:</b>	<b>22.04.2019 <u>From 1500 Hrs.</u></b>
<b>Date &amp; time of opening of Envelope-III</b>	<b>:</b>	<b>30.04.2019 <u>From 11:00 Hrs.</u></b>

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## Disclaimer

The information contained in this Request for Proposal (“RFP”) document or subsequently provided to Applicant/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 Applicant(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP 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 RFP Document is to provide interested parties with information to assist the formulation of their Proposal for Selection pursuant to this RFP Document. This RFP Document includes statements, which reflect various assumptions and assessments arrived at by AAI in relation to the Project. Such assumptions and statements, in this RFP Document do not purport to contain all the information that each Applicant may require. This RFP 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 RFP Document. The assumptions, assessments, information and statements contained in this RFP Document may not be accurate, adequate and complete and each Applicant should conduct its own enquiries and analyses, and should check the accuracy, reliability and completeness of the assumptions, assessments, information and statements in this RFP 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 Applicant or Applicant, 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 RFP Document or otherwise, including the accuracy, reliability or completeness of the RFP Document and any assessment, assumption or information contained therein or deemed to form part of this RFP Document or arising in any way with qualification of Applicants 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 RFP Document.

The issue of this RFP does not imply that the Authority is bound to select a firm or to enter into any contract with the Selected Firm for the Project and the Authority reserves the right to reject all or any of the Applicants or Applications, at any stage of the Application Process, without assigning any reason whatsoever. Selection of applicant as per RFP 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 Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. All such costs and expenses will remain the responsibility of the Application 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 Application, regardless of the conduct or outcome of the Selection Process.

Dt.22.03.2019

**Notice inviting Tender**  
**AIRPORTS AUTHORITY OF INDIA**  
**CORPORATE HEAD QUARTER,**  
**DIRECTORATE OF HUMAN RESOURCE (HR)**  
**R. G. BHAWAN, SAFDARJUNG AIRPORT, NEW DELHI -03**  
**Notice Inviting e-bids for RFP for Contracting of External Agency for Outsourcing of**  
**Manpower through Quality and Cost based selection- Tender ID No. 2019\_AAI\_24439\_1**  
**Ref No: AAI/CHQ/HR/RFP/2019**

1. RFP e-tenders are invited through the CPP e-tendering portal by, Airports Authority of India, O/o Executive Director (HR), Corporate Head Quarters, A-Block, 2<sup>nd</sup> Floor, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110 003, on behalf of Chairman, AAI from the applicants registered with registrar of companies for **Contracting of External Agency for Outsourcing of Manpower through Quality and Cost based selection (QCBS)** for a period of **02 Years + One Year extension as required.**

The Authority wishes to onboard an External Agency to fulfill contractual manpower requirement across 5 Regional Headquarters (the "RHQs") and Corporate Headquarters (the "CHQ") and various other "Airports" in India for key operational and support roles. This in phased manner. The objective is to have better control on quality of contractual manpower through reputed External Agency who can manage end to end staffing, onboarding and payroll management (salary, PF, ESI & Bonus disbursement etc.).

The contractual manpower demand across AAI is approximately 1500 in all categories. The manpower requirement of the Airports shall be fulfilled in phased manner. The Manpower demand across AAI has been divided into following five clusters as follows:

**Cluster 1:**

Eastern RHQ along with all airports within the Eastern region under the administrative control of Regional executive director (RED), ER and Kolkata Airport.

**Cluster 2:**

Western RHQ along with all airports within the Western region under the administrative control of RED, WR.

**Cluster 3:**

Southern RHQ along with all airports within the region under the administrative control of RED, SR & Chennai Airport.

**Cluster 4:**

Northern RHQ along with all airports within the region under the administrative control of RED, NR and to the CHQ & associated offices.

**Cluster 5:**

North Eastern RHQ along with all airports within the region under the administrative control of RED, NER.

Applicant shall bid separately for each cluster. For every cluster, service provider shall be selected based on the highest score on combined Financial and Technical evaluation as per QCBS. 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. Selected applicant shall be obliged to provide manpower in such scenario.

2. The tendering process is online at e-portal URL address <https://etenders.gov.in/eprocure/app> or [www.aai.aero](http://www.aai.aero). Aspiring applicants may download and go through the tender document. Prospective applicants are advised to get themselves register at CPP-portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home Page after log in to the CPP-portal <https://etenders.gov.in/eprocure/app> or [www.aai.aero](http://www.aai.aero). They should also obtain Digital Signature Certificate (DSC) in parallel which is essential for submission of their application. The process normally takes 03 days' time.
3. The tenderer may also take guidance from AAI Help Desk Support through path [aai.aero/tender/e-tender/help desk support](http://aai.aero/tender/e-tender/help%20desk%20support).

(I) For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk details are as below:

Tel: 0120-4200462, 0120-4001002, Mobile: 91 8826246593, E-mail: [supporteproc@nic.in](mailto:supporteproc@nic.in)  
Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject while e-mailing any issue along with the contact details.

(II) For any further technical assistance with regard to functioning of CPP portal the bidder may contact to the following AAI help desk numbers on all working days only between

- (i) 08.00 hrs to 20.00 hrs (Mon-Sat)-011-24632950, Ext-3512 (Six lines),E-Mail:- [eprochelp@aai.aero](mailto:eprochelp@aai.aero)
- (ii) 09.30 hrs to 18.00 hrs (Mon-Fri)-011-24632950 Ext-3523, E-Mail:- [etendersupport@aai.aero](mailto:etendersupport@aai.aero), [sanjeevkumar@aai.aero](mailto:sanjeevkumar@aai.aero) and [snita@aai.aero](mailto:snita@aai.aero).
- (iii) 09.30 hrs to 18.00 hrs (Mon-Fri)- 011-24657900, E-Mail: - [gmitchg@aai.aero](mailto:gmitchg@aai.aero)

4. Bid Manager can be contacted as below on all working days from 9:30 Hrs. to 18:00 Hrs.

**Sh. Sunil Kumar**

AGM (Engg-Elect)-IMU

Airports Authority of India

A Block, Rajiv Gandhi Bhawan, New Delhi – 110003

Tel. No. : 011-24632950, Ext- 2721

Email: [sunil74@aai.aero](mailto:sunil74@aai.aero)

***All bid procedure related queries be referred to HELP DESK as above and then to Bid Manager only. Please note that under no circumstances bid procedure related queries shall be referred to the IEMs.***

5. Three (3) envelopes shall be submitted through online at CPP portal by the bidder as per the following schedule of CRITICAL DATE SHEET: -

S. No.	Activity	Date
1	Publishing Date	22.03.2019 from 18:00 Hrs.
2	RFP Document Download/ Sale Start Date	23.03.2019 from 9:30 Hrs.
3	Clarification Start Date	23.03.2019 from 9:30 Hrs.
4	Clarification End Date	04.04.2019 Upto 18:00 Hrs.
5	Proposal Submission Start Date	23.03.2019 from 9:30 Hrs.
6	Proposal Submission End Date	11.04.2019 Upto 18:00 Hrs.
7	Last date and time of submission of original BG/Demand Draft/FDR against EMD and Demand Draft against Tender Fee, Signed hard copy of	16.04.2019 Upto 18:00 Hrs.

S. No.	Activity	Date
	Unconditional Acceptance of AAI Tender conditions Letter and Integrity Pact.	
8	Bid Opening Date (Envelope- I)	18.04.2019 from 11:00 Hrs
9	Bid Opening Date (Envelope- II)	22.04.2019 from 15:00 Hrs
10	Bid Opening Date (Envelope- III)	30.04.2019 from 11:00 Hrs
11	Tender Fee	Rs.6000/- ( Six Thousand only) (i/c GST) Non- refundable.
12	EMD	Rs.2000000/-(Twenty Lakhs only )... in the form of Demand Draft/FDR/ Bank Guarantee.

#### 6. Qualifying requirements of contractors / firms.

- a. Agency should have Permanent Account Number (PAN) & GST Number
- b. Agency should have valid Registration on the Date of issue of Tender from company registrar of India
- c. The Agency should have experience of one work of providing services of minimum 250 persons with a minimum duration of one year under one agreement or two works of providing services of minimum 200 persons under each agreement and similarly 3 works of minimum 150 persons under each agreement. (Please note that if the duration of Agreement is more than one year and contract is still in force, then the cutoff date of duration of one year is 31-01-2019 and agency has to obtain certificate from the client in this effect). **The Agency should have component of experience of providing computer operators, MTS and clerical staff for 150 persons in one of the work with a minimum duration of one year.**
- d. Agency should have satisfactory completed three (3) works of value INR 3.6 crores each per annum or two (2) works of INR 4.5 crore each per annum or one (1) work of INR 7.2 crore per annum during last seven (7) years ending on 31.01.2019. 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. Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work. If the period of completion of work is more than one (1) year then value of work executed in one (1) year on pro-rata basis will be considered for eligibility. **The Agency should have component of experience of providing computer operators, MTS and clerical staff amounting to INR 3.6 Crores per annum in one of the work order.** The experience shall be supported with schedule of quantity and interim bill if the duration is more than one year and agreement is still in force or else final bill . (Please note that if the duration of Agreement is more than one year and contract is still in force, then the cutoff date of duration of one year is 31-01-2019 and agency has to obtain certificate from the client in this effect).
- e. Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.
- f. Applicant should have Average annual turnover of INR 2.7 crore for last three financial years from FY 2015-16 to FY 2017 – 18.

- g. Applicant must have a positive profit before tax (PBT) in FY 2017 –18. Firms showing Firms continuous losses during the last three years in the balance sheet shall be summarily rejected.
- h. As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application.
- i. All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

**Envelope-I:** - Must contain scanned copy of the following Forms & documents:

- i. Form-1A: Letter of Proposal
- ii. Form-1B: Unconditional Acceptance of AAI tender conditions
- iii. Form-1C: Form of Bank Guarantee against Earnest Money Deposit
- iv. Form-1D: (Letter of understanding from the Depositor to Bank to be submitted along with all Fixed Deposit/ Bank Guarantee to Airports Authority of India)
- v. Form-2: Integrity Pact.
- vi. Tender fee
- vii. EMD
- viii. Checklist for Envelop-I

The tenderer shall submit their application only at CPP portal <https://etender.gov.in/eprocure/app>. Tenderers are advised to follow the instruction provided in the tender document for online submission of bids. Tenders are required to upload the digitally signed file of scanned documents along with scanned copy of Demand Draft for Tender Fee and scanned copy of DD/FDR/BG ( Validity not less than 06 months) for EMD . Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

**7. Envelope-II:** - (“Pre-Qualification and Technical Proposal”) must contain following Forms along with Scanned copies of the documents:

- (i) Form 3: Financial Capacity of the Applicant
- (ii) Form 4: Experience Certificate of the Firm for similar nature of work
- (iii) Form 5: Vendor Capability: Scale of Experience
- (iv) Form 6: Experience with Public Sector Clients/ Govt. Sector
- (v) Form 7: Experience of Manpower supply at Airports
- (vi) Form 8: Geographic spread
- (vii) Form 9: Years of operation in INDIA
- (viii) Form 10: Particulars of the Applicant
- (ix) Form 11: Statement of Legal Capacity
- (x) Form 12: Power of Attorney
- (xi) Form-13: Form of Agreement
- (xii) Form-14: Form of Bank Guarantee or Performance security
- (xiii) Form-15: Duly notarized Affidavit reg. compliance of Minimum wages
- (xiv) Form-16: Duly notarized declaration reg. blacklisting/Debaring of firm
- (xv) Form-17: Undertaking on GST

(xvi) Form-18 Checklist for Envelop-II

**Scanned copies of following 05 documents:**

- (i) Copy of Company Registration Certificate
- (ii) Copy of GST Identification Number Certificate
- (iii) Copy of PAN Card
- (iv) Copy of EPF Number Certificate
- (v) Copy of ESI Number Certificate

**Envelope-III: The Financial Proposal (e-Bid) through CPP portal.**

Applicants shall submit the financial proposal in the format as available at CPP Portal ("Financial Proposal") up to two decimal points.

Original EMD in the form of Demand Draft /FDR/ Bank Guarantee (**from any Scheduled banks in India preferably from Nationalized bank but not from cooperative/Gramin**) **Document in favour of Airports Authority of India, payable at New Delhi**) to be sent to Bid Manager, Airports Authority of India, Corporate Head Quarters, A-Block, Rajiv Gandhi Bhawan, near Safdarjung Airport, New Delhi-110003 and should reach to Bid Manager before the date & time mentioned in **Critical Date Sheet**. Tender of the tenderer whose EMD is not received by the time mentioned in **Critical Date Sheet** will be summarily rejected. Any postal delay will not be entertained.

**8. Bids Opening Process is as below: -**

Opening dates of Envelops have been mentioned in **Critical Date Sheet**. Pre-qualification & Technical proposal containing Documents (uploaded by the contractors/firms) shall be opened on date & time mentioned in the table of critical date sheet.

**Envelope-I:** Envelop-I of all the Bidders shall be opened first.

**Envelope-II:** Envelop-II of the Bidders submitting all the documents as given in Envelop-I shall only be opened.

**Envelope-III:** Financial bids of the Bidders meeting the technical criteria shall only be opened.

Depending on Envelop-II Evaluation, any changes in the date of Opening of Envelop-III shall be intimated through "CPP portal" section

**9. General Guidelines for the Bidders:**

- (i) The intimation regarding acceptance/rejection of their bids will be intimated to the contractors/ firms through CPP portal.
- (ii) If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelope – II, he will be asked to provide it through the CPP portal.
- (iii) The bidder shall upload the requisite clarification/documents within time specified by AAI, failing which tender will be liable for rejection.
- (iv) AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.
- (v) AAI reserve the right to disallow issue of tender document to working agencies whose performance at ongoing project(s) is below par and usually poor and has been issued letter of restrain/ Temporary/ permanent debar by any department of AAI.

- (vi) AAI reserve the right to verify the credential submitted by the agency at any stage (before or after the award of work). If at any stage, any information/documents submitted by the applicant is found to be incorrect/ false or have some discrepancy which disqualifies the firm then AAI shall take the following action:
  - a. Forfeit the entire amount of EMD submitted by the firm.
  - b. The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual / legal action.
- (vii) Consortium /JV companies shall not be permitted.
- (viii) No single firm shall be permitted to submit two separate applications.
- (ix) Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.

#### **10. Guidelines for registration, preparation and submission of proposals on CPP portal:**

The applicants are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the applicants in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

#### **11.1 REGISTRATION**

- (i) Applicants are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online applicant Enrolment" on the CPP Portal which is free of charge.
- (ii) As part of the enrolment process, the applicants will be required to choose a unique username and assign a password for their accounts.
- (iii) Applicants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv) Upon enrolment, the applicants will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudra etc.), with their profile.
- (v) Only one valid DSC should be registered by an applicant. Please note that the applicants are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi) Applicant then logs in to the site through the secured log-in by entering their user ID password and the password of the DSC / e-Token.

#### **11.2 PREPARATION OF PROPOSAL**

- (i) Applicant should take into account any corrigendum published on the RFP document before submitting their proposal.
- (ii) Please go through the RFP advertisement and the RFP document carefully to understand the documents required to be submitted as part of the proposal. Please note the number of covers in which the proposal documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the proposal.

- (iii) Applicant, in advance, should get ready the proposal documents to be submitted as indicated in the RFP document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Proposal documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every proposal, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the applicants. Applicants can use “My Space” or “Other Important Documents” area available to them to upload such documents and keep it as a repository.
- (v) Note: “My Documents space” is only a repository given to the Applicants to ease the uploading process. If Applicant has uploaded his Documents in “My Documents space”, this does not automatically ensure these Documents being part of Technical Proposal.

### **11.3 SUBMISSION OF PROPOSAL**

- (i) Applicant should log into the site well in advance for proposal submission so that they can upload the proposal in time i.e. on or before the proposal submission time. Applicant will be responsible for any delay due to other issues.
- (ii) The applicant has to digitally sign and upload the required proposal documents one by one as indicated in the RFP document.
- (iii) Applicant has to select the payment option as “offline” to pay the RFP fee / EMD as applicable and enter details of the instrument.
- (iv) Applicant should prepare the EMD as per the instructions specified in the RFP. The original should be posted/couriered/given in person to the concerned official, latest by the last date of proposal submission or as specified in the RFP documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during proposal submission time. Otherwise the uploaded proposal will be rejected.
- (v) Applicants are requested to note that they should necessarily submit their financial proposal in the format provided and no other format is acceptable. If the price proposal has been given as a standard format with the RFP document, then the same is to be downloaded and to be filled by all the applicants. Applicants are required to download the file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the applicant). No other cells should be changed. Once the details have been completed, the applicant should save it and submit it online, without changing the filename. If the file is found to be modified by the applicant, the proposal will be rejected.
- (vi) The server time (which is displayed on the applicants’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the proposal by the applicants, opening of proposal etc. The applicants should follow this time during proposal submission.
- (vii) All the documents being submitted by the applicants would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of proposal opening. The confidentiality of the proposal is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any proposal document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using

buyers'/proposal openers' public keys. Overall, the uploaded RFP documents become readable only after the RFP opening by the authorized proposal openers.

- (viii) The uploaded RFP documents become readable only after the RFP opening by the authorized proposal openers.
- (ix) Upon the successful and timely submission of proposal (i.e. after Clicking "Freeze Proposal Submission" in the portal), the portal will give a successful proposal submission message & a proposal summary will be displayed with the proposal no. and the date & time of submission of the proposal with all other relevant details.
- (x) The proposal summary has to be printed and kept as an acknowledgement of the submission of the proposal. This acknowledgement may be used as an entry pass for any proposal opening meetings.

## **11. SEARCHING FOR RFP DOCUMENTS**

- (i) There are various search options built in the CPP Portal, to facilitate applicants to search active RFPs by several parameters. These parameters could include RFP ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for RFPs, wherein the applicants may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a RFP published on the CPP Portal.
- (ii) Once the applicants have selected the RFPs they are interested in, they may download the required documents/RFP. These RFPs can be moved to the respective 'My RFPs' folder. This would enable the CPP Portal to intimate the applicants through SMS/ e-mail in case there is any corrigendum issued to the RFP document.
- (iii) The applicant should make a note of the unique RFP ID assigned to each RFP, in case they want to obtain any clarification / help from the Helpdesk.

## **12. ASSISTANCE TO APPLICANTS**

Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority for a RFP or the relevant contact person indicated in the RFP.

Any queries relating to the process of online proposal submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**Executive Director (HR)**  
(For and on behalf of the Chairman  
Airports Authority of India)

# **GUIDELINES FOR REP**

## **1. Introduction**

### **1.1 Background**

- 1.1.1** 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 125 airports, which include 11 International Airport, 08 Customs Airports, 81 Domestic Airports and 25 Civil Enclaves at Defence airfields. 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](http://www.aai.aero) .

The Authority wishes to onboard a vendor to fulfil contractual manpower needs across "Airports", 5 Regional Headquarters (the "RHQs") and Corporate Headquarters (the "CHQ") for key operational and support roles. The objective is to have better control on quality of contractual manpower through reputed vendors who can manage end to end staffing, onboarding and payroll management (salary, PF, ESI & Bonus etc. disbursement).

The mentioned demand shall be divided into following five clusters as follows:

#### **Cluster 1:**

Eastern RHQ along with all airports within the Eastern region under the administrative control of Regional executive director (RED), ER and Kolkata Airport.

#### **Cluster 2:**

Western RHQ along with all airports within the Western region under the administrative control of RED, WR.

#### **Cluster 3:**

Southern RHQ along with all airports within the region under the administrative control of RED, SR & Chennai Airport.

#### **Cluster 4:**

Northern RHQ along with all airports within the region under the administrative control of RED, NR and to the CHQ & associated offices.

#### **Cluster 5:**

North Eastern RHQ along with all airports within the region under the administrative control of RED, NER.

- 1.1.2** Applicant shall bid separately for each cluster. For every cluster, service provider shall be selected based on QCBS approach. Details of airports and entities are mentioned in this RFP at page no 48. 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. Selected applicant shall be obliged to provide manpower in such scenario.
- 1.1.3** In order to achieve further time and cost efficiency from economies of scale while ensuring outstanding quality of service, AAI wishes to enter into an Agreement with a reputed, qualified, experienced and professional Manpower Service Providers. Through this RFP, AAI seeks a detailed technical and financial proposal for services from Manpower Outsourcing Firms.

- 1.1.4** AAI does not guarantee actual number of category wise requirement of the manpower. The requirement may vary and the Agency has to supply the manpower as per actual requirement.

## **1.2 Request for Proposals**

The Authority invites proposals from interested firms (the "Proposals") for Contracting of External Agency for Outsourcing of Manpower at Airports Authority of India, on QCBS BASIS who shall carry out the services as specified in the Scope of Work (the "SOW")

## **1.3 Earnest Money Deposit (EMD)**

Earnest Money of amount **Rs. 20 lakhs (Rupees Twenty Lakhs)** in the form of Demand Draft /FDR/bank guarantee from any Scheduled banks in India preferably from Nationalized bank but not from cooperative/Gramin Bank in favour of Airports Authority of India, payable at New Delhi.

EMD of unsuccessful Applicants shall be returned by AAI within 15 days of opening of financial bid. EMD of successful Applicant shall be returned after submission of Performance Security as per terms of Agreement.

## **1.4 Validity of the proposal**

The Proposal shall be valid for a period of not less than 120 (One Hundred and Twenty) days from the Proposal Submission End Date ("PROPOSAL SUBMISSION END DATE"). AAI reserves the right to reject any Proposal, which does not meet this requirement.

## **1.5 Brief Description of the Selection Process (QCBS basis)**

- 1.5.1** AAI has adopted a three stage selection process (collectively the "**Selection Process**") for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. Only those Bidders whose EMD and letter of proposal is received before the date specified in **Critical Date Sheet** and who meet the Eligibility Criteria shall qualify for evaluation.

- 1.5.2** All Applicants are required to submit three envelopes.

**Envelope-I:** - Must contain scanned copy of the following documents

1. Form-1A: Letter of Proposal
  2. Form-1B: Unconditional Acceptance of AAI tender conditions
  3. Form-1C: Form of Bank Guarantee against Earnest Money Deposit.
  4. Form -1D:(Letter of understanding from the Depositor to Bank to be submitted along with all Fixed Deposit/ Bank Guarantee to Airports Authority of India).
  5. Form-2: Integrity Pact.
  6. Tender fee
  7. EMD
  8. Checklist for Envelop-I
- The tenderer shall submit their application only at CPP portal <https://etender.gov.in/eprocure/app>. Tenderers are advised to follow the instruction provided in the tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents along with scanned copy of Demand Draft for Tender Fee and scanned copy of DD/FDR/BG for EMD along with letter of proposal & Integrity Pact. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

**1.5.3 Envelope-II:** - (“Pre-Qualification and Technical Proposal”) must contain Forms (3-18) & scanned copies of the following documents.

- (i) Form 3: Financial Capacity of the Applicant
- (ii) Form 4: Experience Certificate of the Firm for similar nature of work
- (iii) Form 5: Vendor Capability: Scale of Experience
- (iv) Form 6: Experience with Public Sector Clients/ Govt. Sector
- (v) Form 7: Experience of Manpower supply at Airports
- (vi) Form 8: Geographic spread
- (vii) Form 9: Years of operation in INDIA
- (viii) Form 10: Particulars of the Applicant
- (ix) Form 11: Statement of Legal Capacity
- (xi) Form 12: Power of Attorney
- (xii) Form 13: Form of Agreement
- (xiii) Form 14: Bank Guarantee or Performance Security
- (xiv) Form 15: Duly notarized Affidavit reg. compliance of Minimum wages
- (xv) Form 16: Duly notarized declaration reg. blacklisting/Debaring of firm
- (xvi) Form 17: Undertaking on GST
- (xvii) Checklist for Envelop-II

**Scanned copies of following 05 documents:**

- (i) Copy of Company Registration Certificate
- (ii) Copy of GST Identification Number Certificate
- (iii) Copy of PAN Card
- (iv) Copy of EPF Number Certificate
- (v) Copy of ESI Number Certificate

**1.5.4 Envelope-III:** The Financial Proposal (e-Bid) through CPP portal. Applicants shall submit the financial proposal in the format as available at CPP Portal (“Financial Proposal”) up to two decimal points.

Original EMD in the form of Demand Draft /FDR/ Bank Guarantee (**from any Scheduled banks in India preferably from Nationalized bank but not from cooperative/Gramin.) Document in favour of Airports Authority of India, payable at New Delhi**) to be sent to Bid Manager, Airports Authority of India, Corporate Head Quarters, A-Block, Rajiv Gandhi Bhawan, near Safdarjung Airport, New Delhi-110003 and should reach to Bid Manager before the date & time mentioned in **Critical Date Sheet**. Tender of the tenderer whose EMD is not received by the time mentioned in **Critical Date Sheet** will be summarily rejected. Any postal delay will not be entertained.

**1.6 Payment**

All payments to the service provider shall be made in INR in accordance with the provisions of this RFP. 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 APDs/In-charge.

**1.7 Schedule of Selection Process**

The Authority will endeavor to adhere to the following schedule as given in **Critical Date Sheet**. Any change in the proposed schedule will be duly notified to all parties.

S. No.	Activity	Date
1	Publishing Date	Approval +5 days
2	RFP Document Download/ Sale Start Date	Approval + 6 days

S. No.	Activity	Date
3	Clarification Start Date	Approval + 6 days
4	Clarification End Date	Approval + 21 days
5	Proposal Submission Start Date	Approval + 6 days
6	Proposal Submission End Date	Approval + 25 days
7	Last date and time of submission of original BG/Demand Draft/FDR against EMD and Demand Draft against Tender Fee, Signed hard copy of Unconditional Acceptance of AAI Tender conditions Letter and Integrity Pact.	Approval + 28 days
8	Bid Opening Date (Envelope- I)	Approval + 30 days
9	Bid Opening Date (Envelope- II)	Approval + 32 days
10	Bid Opening Date (Envelope- III)	Approval + 50 days
11	Tender Fee	Rs. 6000/- (Six Thousand)... (i/c GST) Non- refundable.
12	EMD	Rs.2000000/ ( Rupees Twenty Lakhs)-in the form of Demand Draft/FDR/ Bank Guarantee ( Validity shall not be less than Six Months )

## 1.8

### 1.9 Nodal Point

- 1.9.1 Prospective applicants may seek clarification from the Bid Manager with regard to this RFP, as per details given below:

#### **Bid Manager:**

Sh. Sunil Kumar  
 Asstt. G.M. Engg. (E)- IMU  
 Airports Authority of India  
 A Block, Rajiv Gandhi Bhawan, New Delhi – 110003  
 Tel. No.: 011-24632950, Ext- 2721  
 Email: sunil74@aai.aero

- 1.8.2 All submission of Bid Security / EMD documents must be made to the Bid Manager as per Critical Date Sheet, via courier or submission to the address given above, failing which proposal will not be considered for opening of technical and financial bids. No postal delay will be entertained

### 1.10 Tendering Process

- 1.10.1 The tendering process is online at e-portal URL address <https://etenders.gov.in/e procure/app> or [www.aai.aero](http://www.aai.aero). Aspiring bidders may download and go through the RFP document.

Prospective Applicants are advised to get themselves register at CPP-portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home Page after log in to the CPP-portal <https://etenders.gov.in/e procure/app> or [www.aai.aero](http://www.aai.aero).

They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The

applicant may also take guidance from AAI Help Desk Support through path [aai.aero/tender/e-tender/help desk support](http://aai.aero/tender/e-tender/help%20desk%20support).

(1) For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk details are as below:

Tel: 0120-4200462, 0120-4001002, Mobile: 91 8826246593, E-mail: [supporteproc@nic.in](mailto:supporteproc@nic.in)  
Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject while e-mailing any issue along with the contact details.

(2) For any further technical assistance with regard to functioning of CPP portal the bidder may contact to the following AAI help desk numbers on all working days only between

- (i) 08.00 hrs to 20.00 hrs (Mon-Sat)-011-24632950, Ext-3512 (Six lines),E-Mail:- [eprochelp@aai.aero](mailto:eprochelp@aai.aero)
- (ii) 09.30 hrs to 18.00 hrs (Mon-Fri)-011-24632950 Ext-3523, E-Mail:- [etendersupport@aai.aero](mailto:etendersupport@aai.aero), [sanjeevkumar@aai.aero](mailto:sanjeevkumar@aai.aero) and [snita@aai.aero](mailto:snita@aai.aero).
- (iii) 09.30 hrs to 18.00 hrs (Mon-Fri)- 011-24657900, E-Mail: - [gmitchg@aai.aero](mailto:gmitchg@aai.aero)

## 2. Instructions to Applicants

### A. GENERAL

#### 2.1 Scope of Proposal

**2.1.1** Detailed description of the objectives, scope of services and other requirements relating to this Project are specified in this RFP 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 term applicant (the “Applicant”) means the Sole Firm/Bidder, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP Document.

**2.1.2** Applicants are advised that the selection of Service Provider shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants 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.

**2.1.3** The Applicant shall submit its Proposal in the form and manner specified in this RFP Document. Upon selection, the Applicant shall be required to enter into an Agreement with the Authority in the form specified at **Form-13**

**2.1.4** 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.

#### 2.2 Conditions of Eligibility of Applicants

**2.2.1** Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

##### 2.2.2 Eligibility Criteria:

Applicants must submit all documentation as given herein.

**Table of Eligibility**

S.No	Eligibility Criteria	Form to be filled	Document to be attached
1	<p><b>Financial Capacity</b></p> <p>Average annual turnover of INR 2.7 crore for last three financial years from FY 2015-16 to FY 17 – 18.</p> <p>Applicant must have a positive profit before tax (PBT) in FY 17 – 18.</p>	Form 3	As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application SIGNED BY Authorized Signatory of the firm.
2	<p><b>Similar Nature of Works</b></p> <p>The Agency should have experience of one work of providing services of minimum 250 persons with a minimum duration of one year under one agreement</p>	Form 4	Work experience certificates as per NIT to be attached to authenticate the given

	<p>or two works of providing services of minimum 200 persons under each agreement and similarly 3 works of minimum 150 persons under each agreement <b>The Agency should have component of experience of providing computer operators, MTS and clerical staff for 150 persons in one of the work with a minimum duration of one year.</b> (Please note that if the duration of Agreement is more than one year and contract is still in force, then the cutoff date of duration of one year is 31-01-2019 and agency has to obtain certificate from the client in this effect).</p>		<p>details.</p>
	<p>Agency should have satisfactory completed three (3) works of value INR 3.6 crores each per annum or two (2) works of INR 4.5 crore each per annum or one (1) work of INR 7.2 crore per annum during last seven (7) years ending on 31.01.2019. 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. Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work. If the period of completion of work is more than one (1) year then value of work executed in one (1) year on pro-rata basis will be considered for eligibility.</p> <p><b>The Agency should have component of experience of providing computer operators, MTS and clerical staff amounting to INR 3.6 Crores per annum in one of the work order</b></p>		<p>Work experience certificates as per NIT to be attached to authenticate the given details.</p>

- 2.2.3** The Applicant should submit a **Power of Attorney as per the format** at Form – 12 on stamp paper of Rs. 100 value; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant. As per NIT clause 4.
- 2.2.4** 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.
- 2.2.5** An Applicant or its Associate should have, during the last three years, neither failed to perform any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

**2.2.6** While submitting a Proposal, the Applicant 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, Applicants may format the specified forms making due provision for incorporation of the requested information.

**2.2.7** Applicant should have valid GST number, PAN number, EPF number, ESI number and company registration number. The applicant should attach copies of the said information.

### **2.3 Conflict of Interest**

**2.3.1** An Applicant shall not have a conflict of interest that may affect the Selection Process or the Project ("**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

**2.3.2** The Authority requires that the Service Provider provides professional, objective, and impartial advice and at all times hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

**2.3.3** Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a) the Applicant, its consortium member ("Member") or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person ("Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub Clause (aa) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Applicant is also a constituent of another Applicant;
- c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

- e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- f) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the "Associate"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract

## **2.4 Number of Proposals**

No Applicant or its Associate shall submit more than one Application for the Project. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

## **2.5 Cost of Proposal**

The Applicants 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.

## **2.6 Applicability of Laws & Regulations**

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

## **2.7 Acknowledgement by Applicant**

**2.7.1** It shall be deemed that by submitting the Proposal, the Applicant has:

- Made a complete and careful examination of the RFP;
- Received all relevant information requested from the Authority;
- Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred in RFP Document.
- Satisfied itself about all matters, things and information, including matters referred to in RFP 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; and
- Agreed to be bound by the undertaking provided by it under and in terms hereof

**2.7.2** 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 RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.8 Right to reject any or all Proposals**

**2.8.1** Notwithstanding anything contained in this RFP, 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 therefor.

**2.8.2** Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- g) at any time, a material misrepresentation is made or discovered, or
- h) the Applicant 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 Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **2.9 Clarifications**

**2.9.1** If any clarification is needed by AAI from the applicant about the deficiency in his uploaded documents in Envelope–II, they will be asked to provide it through CPP e-tenders portal. The applicant shall upload the requisite clarification/documents within specified time of receipt of such request from AAI, failing which RFP will not be considered for the subsequent stages.

**2.9.2** “No proposal procedure related query shall be referred to Independent External Monitors (IEMs).”

**2.9.3** Any proposal related issue/query pertaining to technical support or otherwise on CPP-Portal ([URL:-https://etenders.gov.in/eprocure/app](https://etenders.gov.in/eprocure/app)) for submission of RFP documents should be addressed to AAI Help Desk Support (details also mentioned in the web-NIT as below: -

(i) Call Helpdesk. 24 x 7 Help Desk details are as below: -

Tel: 0120-4200462, 0120-4001002, Mobile: 91 8826246593 or can send mail at [support-eproc@nic.in](mailto:support-eproc@nic.in)

Applicants are requested to mention URL of the portal and RFP ID in the e-mail sent along with their contact details.

(ii) For any further technical assistance with regard to functioning of CPP portal the applicant should contact personnel at following AAI help desk numbers on all working days as below:

08:00 Hrs to 20:00 Hrs, (Mon – Sat)- 011-24632950, Extn. – 3512 (Six Lines), E-mail: [eprochelp@aai.aero](mailto:eprochelp@aai.aero)

09:30 Hrs to 18:00 Hrs. (Mon – Fri)- 011-24632950, Extn. – 3523,  
E-mail:- [etendersupport@aai.aero](mailto:etendersupport@aai.aero); [sanjeevkumar@aai.aero](mailto:sanjeevkumar@aai.aero) and [snita@aai.aero](mailto:snita@aai.aero)

09:30 Hrs. to 18:00 Hrs. (Mon – Fri)

011-24657900, E-mail: - [gmitchg@aai.aero](mailto:gmitchg@aai.aero)

In case of technical support regarding e-RFP portal, if AAI Help Desk is non responsive, the Proposal Manager can be contacted as below on all working days from 9:30 Hrs. to 18:00 Hrs.

**Sunil Kumar, AGM (Engg.-Electrical)-IMU**

**Tel. No. : +91-11-24632950, Ext- 2721**

**E-mail ID : [sunil74@aai.aero](mailto:sunil74@aai.aero)**

All proposal procedure related queries be referred to HELP DESK as above and then to Proposal Manager only. Please note that under no circumstances bid procedure related queries shall be referred to the IEMs.

- 2.9.4** The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## **2.10 Amendment of RFP**

- 2.10.1** 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 Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and CPP portal.

- 2.10.2** All such amendments posted on the Official Website along with the revised RFP containing the amendments, will be binding on all Applicants.

- 2.10.3** In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the **Proposal Submission End Date**.

## **B. PREPARATION AND SUBMISSION OF DOCUMENTS**

### **2.11 Language**

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 RFP. 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.

## **2.12 Format and signing of Proposal**

**2.12.1** Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

**2.12.2** Applicants should note the Proposal Submission End Date, as specified in Critical Date sheet, for submission of Proposals. Except as specifically provided in this RFP, 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 **Proposal Submission End Date**.

## **2.13 Pre-Qualification (PQ) & Technical Proposal**

**2.13.1** Applicants shall submit the Pre-Qualification & Technical proposals in the formats given in Envelop-I & Envelop-II

**2.13.2** While submitting the PQ & Technical Proposal, the Applicant shall, in particular, ensure that:

- i) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- j) power of attorney, if applicable, is executed as per Applicable Laws;

**2.13.3** Failure to comply with the requirements spelt out in this Clause shall make the Proposal liable to be rejected

**2.13.4** The PQ & Technical Proposal shall not include any financial information relating to the Financial Proposal.

**2.13.5** The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Service Provider, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

**2.14 Financial Proposal**

Applicants shall submit the financial proposal according to the guidelines (“**Financial Proposal**”) up to two decimal points in Envelope III. Applicant shall place a separate financial bid for each cluster.

**Emoluments to the Contractual Employees**

- (a) For “A”, “B” and “C” areas, as classified by the GOI, Service provider shall provide the contractual employees whose basic wages will be strictly adherent to the band of wages as specified in the following table:

**Emolument Payable to the Manpower from 10 % to 30% additional on MINIMUM WAGES**

S. No.	Computer Operator	Data Entry Operator	Office Assistant	Multi-Tasking Staff	Customer Care	VIP Lounge Assistant
<b>Class A</b>						
Wage band	19420-22950	21107-24945	21107-24945	17647-20855	19420-22950	19420-22950
<b>Class B</b>						
Wage band	17647-20855	19420-22950	19420-22950	15072- 17813	17647-20855	17647-20855
<b>Class C</b>						
Wage band	15072- 17813	17647-20855	17647-20855	12498-14771	15072- 17813	15072- 17813

The rates of wages as mentioned below are as per the notification issued by Chief Labour Commissioner (C) vide notification no. F.No.1 38 (3)/2018-LS-II, Dated: 28.09.2018. The said rates are indicative and shall be considered to calculate the amount of DA as published by CLC (Central). The increase in wages, if any, shall be paid as per the notifications issued by CLC in this regard.

**Minimum wages**

S. No.	Computer Operator	Data Entry Operator	Office Assistant	Multi-Tasking Staff	Customer Care	VIP Lounge Assistant
Class A	17654.00	19188.00	19188.00	16042.00	17654.00	17654.00
Class B	16042.00	17654.00	17654.00	13702.00	16042.00	16042.00
Class C	13702.00	16042.00	16042.00	11362.00	13702.00	13702.00

### **Contractual Manpower Per Annum**

S. No.	Regions	No. of Contractual Manpower (Tentative)
1	CHQ and Northern Region	250 + 250(Approx.)
2	Eastern Region	250 (Approx.)
3	North Eastern Region	250 (Approx.)
5	Southern Region	250 (Approx.)
6	Western Region	250 (Approx.)

- (b) Service Provider shall pay quarterly bonus to contractual manpower @ 8.33 % of wages as per Govt. rules. The same shall be reimbursed to service providers on actual basis.
- (c) In case contractual manpower is called on a holiday or national holiday, overtime will be paid equivalent to double the daily normal wage.
- (d) An annual increment of 2% of the Gross salary shall be provided to the Contractual employees.
- (e) If on account of any legislation, notification, labour award, the minimum wages of unskilled labour, Semi-skilled, skilled labour and highly skilled labour are increased at any time or times after the date of submission of the tender and the Contractor has to pay increased minimum wages to the contractual employee due to such increase.
- (f) Increase in minimum wages shall be reimbursed to the firm along-with the corresponding increase in P.F. & E.S.I.
- (g) For the purpose of admitting the claim under this clause the contractor has to produce the required documentary evidence to the satisfaction of Engineer In-charge.

**2.14.3** While submitting the Financial Proposal, the Applicant shall ensure the following:

- I. The Financial Proposal shall take into account all expenses except applicable GST.
- II. Costs shall be expressed in percentage.

**2.14.4** AAI has adopted a three stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids. Only those Bidders whose EMD, letter of proposal, Tender Fees & Integrity Pact is received in Envelop-I and who meets the Eligibility Criteria shall qualify for evaluation.

**2.14.5** The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

**2.14.6** The Rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Service Provider under the Agreement.

## **2.15 Proposal Submission End Date**

**2.15.1** Proposal should be submitted on or before **Proposal Submission End Date** specified in Critical Date Sheet in the manner and form as detailed in this RFP.

**2.15.2** The Authority may, in its sole discretion, extend the **Proposal Submission End Date** by issuing an Addendum uniformly for all Applicants.

## **2.16 Late Proposals**

Proposals received by the Authority after the specified time given in Critical date sheet shall be summarily rejected.

## **2.17 Modification/ substitution/ withdrawal of Proposals**

**2.17.1** The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to **Proposal Submission End Date**. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the **Proposal Submission End Date**

**2.17.2** The modification, substitution, or withdrawal notice shall be done in accordance with CPP Portal

**2.17.3** Any alteration / modification in the Proposal or additional information or material supplied subsequent to the **Proposal Submission End Date**, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.18 Performance Security**

The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- k) If an Applicant engages in any of the Prohibited Practices as per RFP;
- l) if the Applicant is found to have a Conflict of Interest
- m) if the selected Applicant commits a breach of the Agreement.

**2.18.1** For the purposes of this Agreement, performance security shall be Rs. 50.00 Lakhs ( Fifty Lakhs ), a fixed amount for each cluster (the "Performance Security") and same has to be submitted by the agency before award of work. Service provider shall renew the existing BG if initially given for 01 year and thereafter at the end of every year or completion date + 06 months. The performance security shall be released after Six months of actual completion of work subject to clearance and hence the agency has to submit the performance security accordingly.

**2.18.2** Performance Security of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete, the contractor shall apply for the clearance certificate to the Labour officer under intimation to officer in charge. The Engineer-in-Charge, on receipt of the said communication shall write to

the Labour Officer to intimate if complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance Certificate and the Performance security will be released if otherwise due.

## **C. EVALUATION PROCESS**

### **2.19 Evaluation of Proposals**

**2.19.1** The Authority shall open the Proposals according to Critical Date Sheet.

**2.19.2** Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) EMD and letter of proposal is received as per Envelope I.
- (b) the Technical Proposal is received and any form submitted is in the format specified in Envelop-II;
- (c) it is received by the Proposal Submission end date including any extension thereof ;
- (d) it is signed, sealed, bound together and marked as stipulated in RFP;
- (e) it is accompanied by the Power of Attorney as specified in RFP;
- (f) it contains all the information (complete in all respects) as requested in the RFP;
- (g) it does not contain any condition or qualification; and (g) it is not nonresponsive in terms hereof.

**2.19.3** The Authority reserves the right to reject any Proposal which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

**2.19.4** The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in RFP and the criteria set out in RFP.

**2.19.5** After the technical evaluation, the Authority shall prepare a list of eligible Applicants for opening of their Financial Proposals & the same shall be notified to the Applicants. The Authority will not entertain any query or clarification from Applicants 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 RFP

**2.19.6** Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants 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.

**2.19.7** Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it.

### **2.20 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants 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 Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who

have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **2.21 Clarifications**

**2.21.1** To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

**2.21.2** If an Applicant does not provide clarifications sought under Clause 2.22.1 above within the specified time, its Proposal shall be liable to 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 Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **D. Appointment of Service Provider**

### **2.22 Award of Project**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within the period prescribed days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA.

### **2.23 Execution of Agreement**

After acknowledgement of the LOA as aforesaid, the Selected Applicant, shall execute the Agreement on Rs.100 stamp paper within **15 days** from the date of issue of LOA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

### **2.24 Commencement of Project**

The Service Provider shall commence the Project within 15 days of the date of signing of Agreement, or such other date as may be mutually agreed. If the Service Provider fails to either sign the Agreement as specified or commence the project as specified herein, in such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated & EMD shall be forfeited.

### **2.25 Proprietary data**

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants 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.

**2.26** 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 RFP.

### 3. CRITERIA FOR EVALUATION

#### 3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of technical criteria as mentioned in Clause 3.1.2. The Applicant with highest marks (TM) will be given a Technical Score (ST) of 100 points. The Technical Scores of other Applicants will be computed as follows:

$$STx = 100 \times Tx/TM$$

**Tx = Technical marks scored as per below mentioned Technical Evaluation criteria to evaluate particular agency that is STx )**

**(STx - The agency whose score is being evaluated.)**

3.1.2 The scoring criteria to be used for evaluation of Technical Proposal shall be as follows:

S. No.	Evaluation Criteria	Maximum Marks	Details of Criteria: Allocation of Marks	Proof to be attached (Annex and documentation)
1.	Financial Capacity of Service Provider	15	Average Annual turnover for last 3 financial years (FY 15 – 16, FY16-17 and FY 17 – 18) of the Applicant <ul style="list-style-type: none"> <li>&gt; INR 75 cr. (15 marks)</li> <li>&gt; INR 25-75 cr.(10 marks)</li> <li>upto 25 cr. (5 marks)</li> </ul>	Applicants must provide audited financial statements (Balance Sheet, Profit & Loss Statement, Cash Flow Statement) for FY 15 – 16, FY16-17 and FY 17 – 18 as per Form- 3,
2.	Manpower Strength of the firm	15	Total number of manpower on payroll for clients, as on Proposal Submission Start Date <ul style="list-style-type: none"> <li>&gt; 4,000 manpower (15 marks)</li> <li>&gt; 2,000 - 4,000 manpower (10 marks)</li> <li>&gt;= 500-2000 manpower (5 marks)</li> </ul>	
3.	Experience with PSU / Govt. Clients	10	Size of Contractual Manpower Outsourcing Projects undertaken for clients in past 7 years, in India. <ul style="list-style-type: none"> <li>&gt;5 PSUs / Govt. Organization (10 marks)</li> <li>&gt;=2 -4 PSUs (6 marks)</li> <li>1PSU (3 marks)</li> </ul>	• Fill Form 6
4.	Experience in supplying manpower at airports	15	Number of Airports where contractual manpower provided in past 7 years (as on Proposal Submission Start Date) <ul style="list-style-type: none"> <li>&gt; =8 Airports (15 marks)</li> <li>&gt;= 4-7 Airports (10 marks)</li> <li>= 1-3 Airports (5 marks)</li> </ul>	• Fill Form 7 ( Experience at CHQ/ RHQ/ Airports installation shall also be considered while evaluation working experience at Airports, but experience in CHQ, RHQ and installation at particular city will

S. No.	Evaluation Criteria	Maximum Marks	Details of Criteria: Allocation of Marks	Proof to be attached (Annex and documentation)
				be considered at one Airport )
5.	Geographical Presence	10	Applicant should have provided minimum 100 nos. manpower in the regions (*5 regions) as per RFP >= 4 regions (10 marks) <ul style="list-style-type: none"> <li>• 2-3 regions (6 marks)</li> <li>• 1 region (3 marks)</li> </ul>	• Fill Form 8
6.	Years of operation in India	15	Years of operation in India for providing manpower services: <ul style="list-style-type: none"> <li>• &gt; 10 years (15 marks)</li> <li>• &gt; 5-10 years (10 marks)</li> <li>• &gt;=3-5 years (5 marks)</li> </ul>	• Fill Form 9
7.	Approach and Methodology (Presentation)	20	Service Provider response on Terms of Reference will be scored on the following metrics (20 marks) <p><b>(i) Suitability of Solution relative to Scope of Work (5 marks)</b></p> <ul style="list-style-type: none"> <li>• Proposed concept and solution for AAI including approach on team operations needed to meet contractual demand of AAI</li> <li>• Capability to meet business requirements and objectives of AAI</li> <li>• Adequacy of proposed vendor physical infrastructure to be deployed</li> <li>• Applicant's understanding of scope of work for AAI</li> </ul> <p><b>(ii) Information technology (5 marks)</b></p> <ul style="list-style-type: none"> <li>• Capability to provide an IT Dashboard for centralized monitoring providing a real time view of:               <ul style="list-style-type: none"> <li>- Contractual manpower deployed location wise</li> <li>- Wages of manpower along with attendance</li> <li>- Other specialized metrics</li> </ul> </li> </ul> <p><b>(iii) Project Planning (10 marks)</b></p> <ul style="list-style-type: none"> <li>• Detailed plan of action on fulfilling of demand for each role in every location</li> <li>• Detailed break-down of team and Points of contract for each and every location</li> <li>• Plan for resource allocation</li> </ul>	

At time of Award, the Authority may seek additional documentation from the Selected Applicant and verify all certifications provided by the Selected Applicant in Clause 3.1.2.

### 3.2 Short-listing of Applicants

Applicants with minimum overall technical score of 70 out of 100 after normalization technical evaluation shall be considered for financial evaluation in the second stage.

### 3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out wherein each Financial Proposal will be assigned a financial score (SF) as specified in Clause 3.3.2.

3.3.2 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Service Provider to be compensated and the liability to fulfil its obligations within the total quoted price, shall be that of the Service Provider. The lowest Financial Proposal (FM) for every cluster will be given a financial score (SF) of 100 points. The financial scores of each cluster will be computed as follows:

$$SF(y) = 100 \times FM / F(y)$$

SF(y) = Financial Score of Bidder in a particular Cluster

FM = Quoted Percentage of Financial Proposal by Lowest bidder in a particular Cluster

F(y) = Quoted Percentage of Financial Proposal by Bidder in a particular Cluster

**Note:** Bids with NIL/BLANK/N.A./ZERO/Negative percentage quoted in Financial proposal (SOQ) in any cluster will be rejected out rightly without giving any reason whatsoever. It will be considered as non-responsive bid. The lowest responsive bidder will be considered.

### 3.4 Combined and Final Evaluation

3.4.1 Proposals will finally be ranked according to their weighted combined Score of Technical (ST) and Financial (SF) scores for every cluster as follows:

$$S = ST \times Tw + SF \times Fw$$

**Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.6 and 0.4 respectively.**

3.4.2 The Selected Applicant specific to cluster shall be the Applicant having the highest combined score. For every cluster, applicants with highest combined score shall be selected.

In case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in the RFP, the second highest Applicant for each cluster may be invited in its discretion for negotiations to match with the financial quote of selected applicant. In case, the financial quote of second highest applicant happens to be less than the selected applicant, than the quote of lower of the two shall be considered for award of work.

#### 4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, AAI shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process.
- 4.2 Without prejudice to the rights of AAI under Clause 5.1 hereinabove, if an Applicant or Service Provider, as the case may be, is found by the AAI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the notification of empanelment, such Applicant or Service Provider shall not be eligible to participate in any RFP or RFP issued by AAI during a period of 2 (two) years from the date such Applicant, as the case may be, is found by AAI to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “**Corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of AAI who is or has been associated in any manner, directly or indirectly with the tendering Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, 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 AAI, shall be deemed to constitute influencing the actions of a person connected with the tendering Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the letter of award, as the case may be, any person in respect of any matter relating to the Selection Process, any official of the AAI who is or has been associated in any manner, directly or indirectly with the Selection Process, who at any time has been or is a legal, financial or technical consultant/ advisor of AAI in relation to any matter concerning the Project;
  - b) “**Fraudulent practice**” means a misrepresentation or omission 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 persons or property to influence any person’s participation or action in the Selection Process;
  - d) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the AAI 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 5. MISCELLANEOUS

- 5.1. 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.
- 5.2 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 Applicant 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 Applicant; 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 Applicant.
- 5.3 It shall be deemed that by submitting the Proposal, the Applicant 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.
- 5.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 5.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## 6. SELECTION PROCESS OF CONTRACTUAL EMPLOYEE

Selection will happen in three stages:

- 6.1 **Stage 1:** Screening of candidates shall be based on essential qualification and experience as mentioned in job roles.
- 6.2 **Stage 2:** Tests specific to job roles shall be taken by the service provider as required as per the following list of tests :

S.No.	Job Role	Mandated Tests
1	Office Assistant	Computer skills test & Typing test, MS office
2A	Data Entry Operator	Computer skills test & Typing test, MS office SAP Knowledge test (optional as per job requirement for particular location).
2B	Computer Operator	Computer skills test & Typing test, MS office

3	Multi-tasking Assistant	Basic Hindi and local Language Test
4	VIP Lounge Assistant	English, Hindi and Local Language- written and spoken proficiency test.
5	Customer Care Assistant	English, Hindi and Local Language- written and spoken proficiency test.

- 6.2.1 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.
- 6.2.2 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.
- 6.2.3 **Post Stage 2**, There should be minimum of 2 candidates per position available for Stage 3 evaluation. In case minimum of 2 candidates are not available, service provider shall provide additional required number of profiles to fill the deficit. Such profiles should have cleared Stage 1 and Stage 2 as defined in this RFP.
- 6.2.4 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.
- 6.3 Stage 3:** Interviews of shortlisted profiles post Stage 2 shall be taken by concerned AAI officials. Final Decision to hire a candidate shall be of the Authority.
- 6.4 There may be certain contractual employees who may be already working with Airports Authority of India on contractual basis with different contracting agency. Authority may decide to continue with same contractual employees. In the event of which, contractual period of said employees shall be renewed, provided these employees go through all stages of selection process as defined in clause 5.
- 6.5 The copies of appointment letter issued to the personnel deployed in the Authority shall be provided to the Authority.
- 6.6 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 will also ensure that the personnel deployed are medically fit and also submit medical fitness certificate.
- 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
- 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.

- 9 The Service Provider shall replace within 5 working 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 3 written notice from Authority. Notwithstanding above, the Authority has the right to ask to change/replace the personnel at any point of time without assigning any reason.
- 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. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.
- 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.
- 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.
- 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.
- 14 The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- 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.
- 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. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.
- 17 The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider will be the responsibility of the Service Provider and the Authority will not entertain any claim in this regard.
- 18 The Service Provider shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the Authority.
- 19 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.
- 20 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.

- 21 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.
- 22 Attendance shall be recorded by service provider for the contractual employees staffed at Airports Authority of India. Service provider shall setup Biometric systems at Corporate Headquarters, Regional Headquarters and all grade 1 and grade 2 airports for recording the attendance. At stations where less than 10 contractual Manpower is employed, if it is not feasible to provide biometric attendance system, in that case Service Provider shall record the attendance manually on advice from the local authorized Official.
- 23 The working hours and days of contractual employees shall be as follows:

S. No.	Job Role	Working Hours	Days of Work
<b>Corporate Headquarter and Regional Headquarters</b>			
1.	Executive Assistant	09:15 AM till 06:15 PM	Monday till Friday
2A	Data Entry Operator	09:15 AM till 06:15 PM	Monday till Friday
2B.	Computer Operator	09:15 AM till 06:15 PM	Monday till Friday
3.	Multi-tasking Assistant	09:15 AM till 06:15 PM	Monday till Friday
<b>Airports</b>			
1.	Executive Assistant	8:00 hours shift	6 Days a week
2A	Data Entry Operator	8:00 hours shift	6 Days a week
2B.	Computer Operator	8:00 hours shift	6 Days a week
3	Multi-tasking Assistant	8:00 hours shift	6 Days a week
4	VIP Lounge Assistant	8:00 hours shift	6 Days a week
5	Customer Care Assistant	8:00 hours shift	6 Days a week

24. Contractual Employees shall be entitled to 01 Casual Leave in a month (i.e. 12 CL in a year) & if the 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/ 22 (For 05 days working)

Deduction for absent /day = Total Salary/ 26 (For 06 days working)

25. Contractual Employees from Service provider shall be required to wear neat and tidy uniforms as mentioned in the table below. Service provider shall comply with the specifications and provide minimum 2 sets of uniforms (in each seasons) to the manpower during winter & Summer seasons. The appropriate costs shall be loaded in the financial bid parameter. It will be the

responsibility of service provider to select the vendor for finalization of uniforms and to transport the uniform to the contractual employee. Authority is not liable to pay any claims against expenses for uniforms. 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.

Uniform (Men)	Uniform (Women)
Grey Collar Shirt along with Plain Charcoal black trousers and Black Shoes	Pink Collar Shirt along with Coffee Brown trousers/ Ladies Suit of similar combination and black shoes/ bellies

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

## 27. Deliverables and Conditions of Services and Penalties

S. No.	Deliverable	Measurement Method	Service level Agreement	Penalty (% of monthly fee)
<b>Hiring of Candidate</b>				
1.	Selection process of candidates		As detailed out in Clause 5	INR 100 per day of delay per position to be filled.
2.	Background verification documents <ul style="list-style-type: none"> <li>• Aadhar Card Details</li> <li>• Education Documents</li> <li>• Past Experience Documents</li> <li>• Photo</li> </ul>	Days overdue above designated date	On the same day as joining date	INR 100/- per day
3.	Police Verification of candidates	Days overdue above designated date	Within 5 working days of joining	INR 100/- per day
4.	Appointment letter and issuance of I-Card to contractual employees	Days overdue after the designated time	Same day as joining date	INR 100/- per day
5.	Details of contractual employee to be updated in dashboard	Details of No. of contractual employees processed / Details of Total No. of contractual employees hired within the week	2 working days from joining date	INR 100/- per day for every delay beyond 2 days of delay
<b>Salary and Payments</b>				
6.	Proof of Salary disbursement to manpower to be submitted to concerned station.	Days overdue above designated date	On or before 07 <sup>th</sup> of every month	INR 1000- per day per region if salary disbursement to less than 90 % contractual manpower, however due justification for delay

S. No.	Deliverable	Measurement Method	Service level Agreement	Penalty (% of monthly fee)
				required to be submitted.
7.	Details of ESI and EPF submitted towards contractual employees	Days overdue above designated date	On or before 20 <sup>th</sup> of every month.	INR 100/- per day per station
8.	Not providing substitute in case of more than 02 days continuous absent of contractual Manpower	Days overdue	2 Days	INR 100/- per day for each employee absent
9.	Not wearing Uniform by the Contractual Manpower	Days overdue after appointment	07 days	INR 100/- per day for not wearing uniform for each day per employee

## 28. Payment Terms for Service Provider

- 28.1 The standard terms of payment are within 20 days from the date of submission of bills along with GST Invoice in triplicate along with attendance certified by the competent authority in AAI. The payment shall be made through RTGS/ NEFT.
- 28.2 Payment for outsourced contractual manpower will be made on the basis of attendance during the billing period.
- 28.3 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.
- 28.4 Statutory obligations: The Service Provider is required to deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 30 days of the date of the award of the contract or receiving certificate of principle employer from concerned officer to compliance the contract labour regulation. If the Service Provider fails to provide license for any reason whatsoever or fails to deposit the license within the stipulated period of 30 days, the contract shall be reviewed and liable for action as per contract labour regulation.
- 28.5 Competent Payment Authority: Payment shall be released by following authority:
- Airports: APD Office  
RHQs: RED Office  
CHQ: Integrated Maintenance Unit, CHQ or as communicated by The Airport

## FINANCIAL PROPOSAL (ENVELOPE III)

### GUIDELINES FOR FINANCIAL PROPOSAL

1. All applicants must submit the financial proposal in BoQ on CPP portal.

<b><i>For the purpose of calculation of Financial Proposal (F)</i></b>	
<b>Financial Proposal (F)</b>	F= % Service fee

2. The percentage or administrative charges include all the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, etc. The total percentage indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
3. It also includes the expenses for Selection process of candidates and the expenses for providing uniform to the outsourced workers.
  4. GST as applicable shall be payable over the above percentage. .

#### **Guidance to Applicant:**

- (i) Service Provider should quote percentage taking into account any efficiency benefits over entire period of contract
- (ii) No re-negotiation of percentage will be entertained by the Authority after Award

#### **Note:**

1. Applicants shall submit the financial proposal in the formats at Envelope-3 (**Financial Proposal**).
2. While submitting the Financial Proposal, the Applicant shall ensure the following:
  - (i) **All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, etc. GST will be excluded from the quoted amount. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.**
  - (ii) The Financial Proposal shall take into account all expenses except GST as applicable. Costs shall be expressed in % only.

**Schedule 1**  
**Scope of Work for**  
**Contracting of External Agency for Outsourcing of Manpower**

**A. Scope of Work**

- i. The Authority will select the Service Provider (“Service Provider”) for a period of 2 years, with a possibility of extension of upto 1 years based on the decision of the Authority.
- ii. The Service provider shall provide contractual manpower at Airports, 5 Regional Headquarters, Corporate Headquarters as per Annexure-1 and any other AAI entity, if needed.
- iii. Applicant shall bid separately for each cluster. For every cluster, service provider shall be selected based on evaluation criteria. Details of airports and entities are mentioned in Annexure-1. 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 Annexure-I, but which may need contractual manpower. Selected applicant shall be obliged to provide manpower in such scenario.
- iv. Following Job Roles shall be provided by the vendor. In case mentioned job profiles are not available, Job profiles for that particular station/RHQ/CHQ may be revised at the discretion of the concerned executive director in case of the airport/RHQ and ED(HR) in case of CHQ.

**Job Role 1**

**1.1 Name of the post** : **Office Assistant**

**1.2 Qualifications and Experience** :

**Essential Qualification**

- a. Graduate in any discipline

**1.3 Skills**

- a. Proficiency in MS Office applications, Shorthand & Computer Typing
- b. Knowledge of both written and spoken English
- c. Drafting abilities and capability to prepare presentations, reports and letters.
- d. Strong communication skills.

**1.4 Experience**

- a. Minimum 2 years' experience as personal assistant or in similar role in the past

**1.5 Desirable**

- a. Diploma / Certificate in Computer Applications.
- b. Worked at least for 1 years with senior Officer in Private / Public Sector organization/ Govt Org.

**1.6 Job Description:**

The Office Assistant will be responsible for the following tasks:

- a. Shorthand, Typing and using computer applications
- b. Registering and dispatching e-mails
- c. Setting up and maintaining effective filing system.
- d. Designing and preparing power point presentation.

**Job Role 2A**

**2A. 1 Name of the post** : Data Entry Operator

**2A. 2 Qualifications and Experience** :

**A. Essential Qualification**

a. Graduate in any discipline

**B. Skills**

- a. Typing & Ability to operate Computer/Laptop
- b. Knowledge of and proficiency in MS Office
- c. Ability to manage files / project work / cases

**C. Experience**

a. Minimum 2 years' experience in this kind of job with any of the office of reputed Private / Public Sector Service Provider or Govt. Organization.

**Desirable**

b. Diploma / Certificate in Computer Applications/SAP

**2A. 3 Job Description:**

The Data Entry Operator will be responsible for the following tasks:

- a. Enter data to update records following the promulgated codes and standards.
- b. Receive and respond to record inquiries in compliance with standards.
- c. Access files through knowledge of computer terminal and manual file system.
- d. Performs special projects as & when required.

**Job Role 2B**

**2B. 1 Name of the post** : Computer Operator

**2B. 2 Mode of Recruitment** : Outsourced basis

**2B. 3 Qualifications and Experience:**

**A. Essential Qualification**

a. 12th pass

**B. Skills**

- a. Typing & Knowledge of and proficiency in MS Office
- b. Ability to manage files.

**C. Experience**

a. Minimum 1 year experience in similar area.

**D. Desirable**

a. Diploma / Certificate in Computer Applications

**2B. 4 Job Description:**

The Computer Operator will be responsible for the following tasks:

- a. Enter data to update records.
- b. Receive and respond to record inquiries in compliance with standards.
- c. Access files through knowledge of computer terminal and manual file system.
- d. Performs related duties

**Job Role 3**

**3.1 Name of the post** : Multi-tasking Assistant

**3.2 Mode of Recruitment** : Outsourced basis

**3.3 Qualifications and Experience** :

**A. Essential Qualification**

- a. 10th standard or equivalent or 5 years' experience in similar area.

**B. Skills**

- a) Ability to handle office equipment's such as Printers, Fax, Xerox, Binders etc.
- b) Ability to maintain files along with filing of papers, maintenance of stationery, office cleanliness (excluding sweeping and toilet cleaning)
- c) Ability to attend guests & related work

**C. Experience**

- a. Minimum 2 years' experience.
- b. Must have worked at least for 1 year with any of the office of reputed Private / Public Sector Service Provider or Govt. related Organization.

**3.4 Job Description:**

The multi-tasking Assistant will be responsible for the following tasks:

- a. Regular dusting/cleaning of work stations and Office equipment etc.
- b. Distribution of inter office Daks.
- c. Attending to Senior Officers & related works.
- d. Any other work assigned by the Administrative Authority/Senior Officers

**Job Role 4**

**4.1 Name of the post** : VIP lounge Assistant

**4.2 Mode of Recruitment** : Outsourced basis

**4.3 Qualifications and Experience :**

**A. Essential Qualification**

a. Graduate in any discipline or 12<sup>th</sup> standard pass with diploma in hospitality sector

**B. Skills**

- a. Must be able to understand and speak three languages fluently- English, Hindi and local language of the state.
- b. Ability to handle modern office equipment's such as Printer, Xerox etc.
- c. Ability to maintain composure and maintain calm.
- d. Good communication skills
- e. Well groomed and presentable

**C. Experience**

a. Minimum 1 years' experience in similar role.

**4.4 Job Description:**

The VIP Lounge Assistant will be responsible for the following tasks:

- a. Meeting and Greeting & attending the officials and guests
- b. Attending to their queries and offer guests for any help.
- c. Ensure maintenance of the lounge
- d. Ensure Clean up after the guest
- e. Keeps stock of the inventory of food and beverages and ensure smooth running of the lounge

**Job Role 5**

**2.1 Name of the post** : Customer Care Assistant

**5.2 Mode of Recruitment** : Outsourced basis

**5.3 Qualifications and Experience** :

**A. Essential Qualification**

- i. Graduate in any discipline

**B. Skills**

- i. Must be able to understand and speak three languages fluently- English, Hindi and local language of the state.
- ii. Should be able to stand and walk around the premises throughout the day.
- iii. Should be able to reply to the queries of the Customers effectively.
- iv. Ability to maintain composure and maintain calm

**C. Experience**

- i. Minimum 01 year experience in similar kind of role.

**5.4 Job Description:**

The customer care Assistant will be responsible for the following tasks:

- a. Meeting and Greeting passengers on the terminal – “May I help you?”
- b. Giving flight information and directing passengers to departure gates
- c. Escorting people who required assistance and unaccompanied children
- d. Resolve customer queries & complaints

**Schedule II**  
**Details of Airports and Clusters**

**1. Details of Clusters**

<b>Cluster 1</b>			<b>Cluster 4</b>	
1	<b>Eastern RHQ</b>	1	Western RHQ	
2	Kolkata	2	Ahmedabad	
3	Bhubaneswar	3	Goa	
4	Patna	4	Pune	
5	Bagdogra	5	Indore	
6	Raipur	6	Juhu	
7	Port Blair	7	Vadodara	
8	Ranchi	8	Bhopal	
9	Gaya	9	Rajkot	
10	Behala	10	Aurangabad	
11	Jharsuguda (Civil)	11	Surat	
<b>Cluster 2</b>		12	Kandla	
1	<b>North East RHQ</b>	13	Gondia	
2	Guwahati	14	Bhuj	
3	Agartala	15	Jabalpur	
4	Imphal	16	Jamnagar	
5	Dibrugarh	17	Bhavnagar	
6	Silchar	18	Porbandar	
7	Barapani	19	Keshod	
8	Aizwal	20	Kolhapur	
9	Dimapur	21	Solapur	
10	Jorhat	22	Diu	
11	Tezu			
12	Lengpui			
13	Tezpur			
<b>Cluster 3</b>			<b>Cluster 4</b>	
1	Southern RHQ		Northern RHQ	
2	Chennai	1	Lucknow	
3	Trivandurm	2	Jaipur	
4	Calicut	3	Srinagar	
5	Vizag	4	Varanasi	
6	Coimbatore	5	Amritsar	
7	Mangalore	6	Jammu	
8	Trichy	7	Udaipur	
9	Madurai	8	Dehradun	
10	Vijayawada	9	Leh	
11	Tirupati	10	Jodhpur	
12	Rajamundry	11	Safdarjung	
13	Salem	12	Ludhiana	
14	Tuticorin	13	Shimla	
15	Belgaum	14	Kanpur	
16	Agatti	15	Khajuraho	
17	Hubli	16	Bhuntar	
18	Mysore	17	Gwalior	
19	Pondicherry	18	Pantnagar	

Request for Proposal for Contracting of External Agency for Outsourcing of Manpower

20		19	Agra
21		20	Allahabad
22		21	Gorakhpur
23		22	Kanpur (Chakeri)
24		23	Lakhimpur
25		24	Pathankot
26		25	Jaisalmer
27		26	Bhatinda
28	<b>Corporate Headquarters</b>		

Further, there may be additional stations which may not be mentioned in the said schedule, but which may need contractual manpower. Selected applicant shall be obliged to provide manpower in such scenario.

**FORM - 1A**  
**Letter of Proposal**

[On the Letter head of the Applicant]

Date:

To

\_\_\_\_\_  
\_\_\_\_\_

Reference:

Dear Sir,

1. With reference to your RFP Document, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of Service Provider for ***“Contracting of External Agency for Outsourcing of Manpower”***. The proposal is unconditional and unqualified.
2. I/We certify that all information provided in the Proposal and in the Appendices, 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 RFP Documents, including any Addendum issued by the AAI; I/We do not have any conflict of interest in accordance with RFP 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 RFP document, in respect of any RFP 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 RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  - iv. During the last three years, I/We have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or judicial pronouncement or arbitration award against us, nor been expelled from any project by any public authority for accepted breach on our part which in any manner may impair our provision of the services under the proposed engagement.

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 Applicants in accordance with clauses of the RFP 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. The Earnest Money Deposit of **Rs. 10,00,000/- ( Ten Lakhs)** is submitted and proof is submitted, in accordance with the RFP document.
12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right if proposal is not opened or rejected.
13. I/We agree to keep this offer valid for 120 (One hundred and twenty) days from the Proposal Submission End Date specified in the RFP.
14. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
15. In the event of our firm being selected, I/we agree to enter into an Agreement in accordance with the Schedule 3 of the RFP. I/We agree not to seek any changes in the aforesaid form and agree to a proposal by the same.
16. The Financial Proposal is being submitted separately as specified in RFP. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
17. I/We certify that we have not been blacklisted / debarred from any of the Govt. agency/ PSU / AAI in the last three years.
18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. I/we hereby unconditionally accept the RFP conditions of AAI's RFP documents in its entirety for the above work.
19. 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.

20. I / We agree that our financial proposal shall remain valid for a period of 120 (one hundred and twenty) days from the Proposal Submission End Date or such further period as may be mutually agreed upon.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

**Form-1B**

**Unconditional Acceptance Letter Of Terms And Condition Of Tender**

Date:

The Executive Director (HR)  
AAI,CHQ, R.G. Bhawan,  
New Delhi-110003.

**Name of work - Contracting of External Agency for Outsourcing of Manpower through QCBS Basis.**

Sir,

1. The tender documents for the work **“Contracting of External Agency for Outsourcing of Manpower through QCBS Basis.”** have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us in the office of Asst. GM Engg. (Elect.)-I, IMU, AAI, CHQ, R.G. Bhawan, New Delhi-110003. Which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept the tender conditions of AAI’s tender documents in its entirety for the above work.
3. The contents of Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted percentage if any) in/ along with the Tender Document and the same has been followed in the present case. In case, this provisions of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the 10% of earnest money.
4. 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’.
5. The required earnest money as specified in Page No. SCH- 2 of under Schedule-F for this work is enclosed herewith / submitted.

**Details of E.M.D**

D.D. No./ BG / FDR \_\_\_\_\_ Amount \_\_\_\_\_

Bank \_\_\_\_\_ Dated \_\_\_\_\_.

Yours Faithfully

Place:  
Date:

(Signature of Contractor)  
With Rubber Stamp

**Form 1C**

**FORM OF BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT**

To,

The Airports Authority of India

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Sir,

You have issued tender document for the work **“Contracting of External Agency for Outsourcing of Manpower through QCBS Basis.”** to M/s \_\_\_\_\_ (hereinafter called “Bidder”). Under the terms and conditions of said tender dated \_\_\_\_\_ the bidder was required and undertook to furnish a bank guarantee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Earnest Money Deposit as contained in said tender document and we have agreed to give such Bank Guarantee.

We \_\_\_\_\_ (Name of Bank) \_\_\_\_\_, which is a schedule bank, hereby unconditionally and irrevocably undertake to pay Airports Authority of India having its head office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi – 110 003 (hereinafter called the “AAI” which expression shall unless repugnant to the subject or contract include its administration, successors and assigns) immediately on the day and time of demand without any demur such amount or amounts as any be demanded by you from us under this guarantee not exceeding a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in aggregate without any further question or reference to M/S. \_\_\_\_\_ and your demand shall be final and conclusive.

We hereby affirm that we are the Guarantor and responsible to you, on behalf of the bidder upto a total Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) such sum being payable in the types and proportions of currencies in which contract price is payable and we undertake to pay, upon your first written demand and without any demur and/or condition, any of sum within the limits of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We further agree that no change or addition to or their modification of the terms of the tender or of the works to be performed there under or of any of the tender documents which may be made between you and the bidder shall in any

way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee is confirmed and irrevocable and shall remain valid until the date \_\_\_\_\_ i.e. 180 days from the closing date of submission of tender and shall remain valid upto the extended period which may be mutually agreed to.

Unless a demand or claim under this Guarantee is made on us in writing on or before \_\_\_\_\_ we should be discharged from all liability under its guarantee.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK

ADDRESS

DATE

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

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

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

Sir,

The subject Fixed Deposit/ Bank guarantee is obtained from your branch for the purpose of Security/ Performance Guarantee 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 Fixed Deposit/ Bank Guarantee before maturity/ 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 this .....day of ..... between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at .....in India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

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

WHEREAS the Authority intends to award, under laid down organizational procedures, RFP/ 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 Applicants.

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 RFP process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Applicant is submitting a RFP to the Authority for ..... In response to the Notice Inviting RFP dated ..... Applicants 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 APPLICANT, either for themselves or for any person, organization or third party related to the contract in exchange

for an advantage in the proposaling process, proposal evaluation, contracting or implementation process related to the contract

- 1.2 The Authority will, during the pre-contact stage, treat all APPLICANTs alike, and will provide to all APPLICANTs the same information and will not provide any such information to any particular APPLICANT which could afford an advantage to that particular APPLICANT in comparison to other APPLICANTs.
- 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 APPLICANT 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 Applicants.**

The Applicant commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its proposal 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 Applicant 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 tendering process, or to any person, organization or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 2.2 The Applicant/Contactor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 2.3 The Applicant / Contactor has not entered and will not enter with other Applicants 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 proposal or any actions to restrict competitiveness or to introduce cartelization in the tendering process.
- 2.4 The Applicant shall, when presenting his proposal, disclose the name and address of agents and representatives and Indian APPLICANTs shall disclose their foreign principals or associates.

- 2.5 The Applicant/Contactor shall when presenting his proposal 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 proposal/contract.
- 2.6 The Applicant further confirms and declares to the Authority that the APPLICANT 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 APPLICANT, 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.
- 2.7 The Applicant, either while presenting the proposal 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.
- 2.8 The Applicant will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the tendering process, proposal evaluation, contracting and implementation of the contract.
- 2.9 The Applicant will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The Applicant / 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 Applicant also under takes to exercise due and adequate care lest any such information is divulged.
- 2.11 The Applicant 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 Applicant/Contactor commit to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 The Applicant/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.14 If the Applicant or any employee of the Applicant or any person acting on behalf of the Applicant, 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 Applicant's firm, the same shall be disclosed by the Applicant at the time filing of RFP. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 2.15 The Applicant 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 Applicant, during RFP 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 Applicant into question, the Authority is entitled to disqualify him from the RFP process or to terminate the contract for such reason and to debar the APPLICANT from participating in future tendering processes.

### **3. Previous Transgression**

- 3.1 The Applicant 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 Applicant's exclusion from the RFP process.
- 3.2 The Applicant agrees that if it makes incorrect statement on this subject, he can be disqualified from the RFP process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future RFP/contract processes.
- 3.3 This clause has been left blank intentionally.
- 3.4. That sub-contractor(s)/ associate(s) engaged by the Applicants, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Cr. (Rupees Zero point five Cr.) will be required to sign this Pact by the Applicants, 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 RFP process all Applicant(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 Applicants(s) does/ do not sign this Pact or violate its provisions or fail to get this Pact signed in terms of policy of authority. Authority will terminate the contract and initiate appropriate action against such Applicant(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 proposal, the APPLICANT 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 / RFP documents
5. Sanctions for Violations/Disqualification from RFP process and exclusion from future Contacts.
  - 5.1 Any breach of the aforesaid provisions by the APPLICANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the APPLICANT) 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 APPLICANT. However, the proceedings with the other APPLICANT(s) would continue.
- ii. To immediately cancel the contract, if already signed, without giving any compensation to the APPLICANT.
- iii. If the Authority has disqualified / debarred the Applicant from the RFP process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/proposal security.
- iv. To recover all sums already paid by the Authority, and in case of an Indian APPLICANT with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a APPLICANT from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the APPLICANT from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the APPLICANT, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other Contracts with the APPLICANT. The APPLICANT 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 APPLICANT.
- vii. To debar the APPLICANT from participating in future tendering processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
- viii. To recover all sums paid in violation of this Pact by APPLICANT(s) to any middleman or agent or broker with a view to securing the contract.
  - i. In case where irrevocable Letters of Credit have been received in respect of any contact signed by the Authority with the APPLICANT, the same shall not be opened.
  - ii. 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.
  - iii. 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 Applicant damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
  - iv. That the Applicant agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Applicant can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the Applicant from the RFP 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
- 5.3 (i) to (xii) of this Pact also on the Commission by the APPLICANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the APPLICANT), 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 Applicant 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 Applicant 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 APPLICANT shall be final and conclusive on the APPLICANT. However, the APPLICANT can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

**6. Allegations against Applicants/ Associates**

That if the Authority receives any information of conduct of a Applicant or Sub-Contractor or of an employee or a representative or an associate of the Applicant 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 Applicant 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 Applicant accepts that the Monitor(s) has the right to access without restriction to all project documentation of the Authority including that provided by the Applicant. The Applicant 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 Applicant/ 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 Applicant. 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 APPLICANT and the APPLICANT 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 Applicant / 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 Applicant 12 months after the final payment under the respective contract, and for all other Applicants 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**

Applicants are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) 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**

**Name of the Officer Designation Deptt./Ministry/PSU**

**Witness**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Applicant**

**CHIEF EXECUTIVE OFFICER**

**Witness**

1. \_\_\_\_\_ 2. \_\_\_\_\_

**Form 3**  
**Financial Capacity of the Applicant**

S. No.	Financial Year	Annual Revenue (Rs. in crores)
1.	FY 2015-16	
2.	FY 2016-17	
3.	FY 2017-18	
	<b>Average</b>	

Yours faithfully,

(Signature, name and designation of the authorized signatory  
For and on behalf of .....

---

Note:

1. Please attach Annual Financial Statements for FY 15-16, FY 16-17 and FY 17-18.

**FORM 4**  
**Experience Certificate of the Firm for Similar nature of Work**

<b>S. No .</b>	<b>Name of work /Project &amp; Client name</b>	<b>Number of outsourced contractual manpower for client</b>	<b>Start Date of the assign-ment</b>	<b>completion date of the assignment (mention ongoing, if not completed)</b>	<b>Annualized Value of the Manpower Outsourced to the Client (Rs)</b>	<b>Documentary Evidence to authenticate the experience details to be Attached</b>

\*Note : Projects which were completed prior to 31.01.2012 will not be considered for evaluation.

**Certification from Authorized Signatory of the Firm**

This is to certify that the information contained above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorized signatory)

**Date:**

**Name and seal of the Applicant:**



**FORM 6**  
**Experience with Public Sector /Govt Sector Clients**

<b>S. No</b>	<b>Name of Public Sector Client</b>	<b>Number of outsourced contractual manpower</b>	<b>Start Date of the assignment</b>	<b>completion date of the assignment (mention ongoing, if not completed)</b>	<b>Documentary Evidence to authenticate the experience details (to be Attached)</b>
1.					
2.					
3.					
4.					
5.					

**Certification from Authorized Signatory of the Firm**

This is to certify that the information contained above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorized signatory)

**Date:**

**Name and seal of the Applicant:**

**FORM 7**  
**Experience of Manpower supply at Airports**

<b>S. No.</b>	<b>Name of Airport</b>	<b>Number of outsourced contractual manpower</b>	<b>Start Date of the assignment</b>	<b>completion date of the assignment (mention ongoing, if not completed)</b>	<b>Documentary Evidence to authenticate the experience details (to be Attached)</b>

**Certification from Authorized Signatory of the Firm**

This is to certify that the information contained above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorized signatory)

**Date:**

**Name and seal of the Applicant:**

**Remarks-** Experience at CHQ/ RHQ/ Airports installation shall also be considered while evaluation working experience at Airports, but experience in CHQ, RHQ and installation at particular city will be considered at one Airport

**FORM 8  
Geographic spread**

S.No	Name of Client	State of Operation where manpower is supplied	Number of Manpower Supplied	Start Date of the assignment	completion date of the assignment (mention ongoing, if not completed)	Documentary Evidence to authenticate the given details (to be Attached)

\*Note : Projects which were completed prior to 31.03.2011 will not be considered for evaluation.

**Certification from Authorized Signatory of the Firm**

This is to certify that the information contained above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorized signatory)

**Date:**

**Name and seal of the Applicant:**

**Form 9**  
**Years of operation in India**

<b>Criteria</b>	<b>Total number of years</b>	<b>Documentary Evidence to authenticate the given details (to be Attached)</b>
Years of operation of the company in Manpower Outsourcing in India		

**Certification from Authorized Signatory of the Firm**

This is to certify that the information contained above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorized signatory)

**Date:**

**Name and seal of the Applicant:**

**FORM 10**  
**Particulars of the Applicant**

Particulars of the Applicant	
1.2	<b>Title of Project: Contracting of External Agency for Outsourcing of Manpower</b>
1.3	State whether applying as Sole Firm: Yes / No
1.4	State the following:
	Name of Firm:
	Legal status (e.g. sole proprietorship or partnership):
	Country of incorporation:
	Registered address:
	Year of Incorporation:
	GST Number:
	PAN Number:
	EPF Registration Number:
	ESI Number:
	Company Registration Number:
	Year of commencement of business:
	Principal place of business:
	Name, designation, address and phone numbers of authorized signatory of the Applicant:
	Name:
	Designation:
	Company:
	Address:
	Phone No.:
	E-mail address:

1.5	<p>For the Applicant state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? <span style="float: right;">Yes/No</span></p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years? <span style="float: right;">Yes/No</span></p> <p>(iii) Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in last five years? <span style="float: right;">Yes/No</span></p> <p>(iv) Has the Applicant or any member of the Consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? <span style="float: right;">Yes/No</span></p> <p>(v) Has the Applicant or any of its Associates, in case of consortium, suffered bankruptcy/insolvency in the last five years? <span style="float: right;">Yes/No</span></p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible</p>
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**FORM 11**  
**Statement of Legal Capacity**

(To be forwarded on the letter head of the Applicant) Ref.

Date:

To,

.....  
.....

Dear Sir,

Sub: RFP for Contracting of External Agency for Outsourcing of Manpower

I / We hereby confirm that we, the Applicant satisfy the terms and conditions laid down in the RFP 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 12**

**Power of Attorney**

[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 (RFP) for "Contracting of External Agency for Outsourcing of Manpower" 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 Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- 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 Applicants 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-13**

**Form of Agreement  
for  
Contracting of External Agency for Outsourcing of Manpower**

This agreement (hereinafter called the “Agreement”) is made on the..... day of 20...., between, on the one hand, the Airports Authority of India acting through ----- (hereinafter called the “Authority” shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ..... (hereinafter called the “**Service Provider**” which expression shall include their respective successors and permitted assigns).

**WHEREAS**

- (A) The Authority vide its Request for Proposal for appointment of Service Provider for (s) with Select Party (hereinafter called the “**Project**”, as the case may be);
  - (B) the Service Provider submitted its proposals for the aforesaid work, whereby the Service Provider represented to the Authority that it had the required professional skills, and in the said proposals the Service Provider also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
  - (C) the Authority, on acceptance of the aforesaid proposals of the Service Provider, awarded the Project to the Service Provider vide its Letter of Award dated ..... (the “**LOA**”); and
  - (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.
- NOW, THEREFORE, the parties hereto hereby agree as follows:

**1. GENERAL**

**1.1 Definitions and Interpretation**

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Agreement**” means this Agreement, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (g) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- (i) “**Government**” means the Government of India
- (j) “**INR, Re. or Rs.**” means Indian Rupees;
- (k) “**Member**”, in case the Service Provider consists of a consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;

- (l) “**Party**” means the Authority or the Service Provider, as the case may be, and Parties means both of them;
- (m) “**Personnel**” means persons hired by the Service Provider as employees or retainers and assigned to the performance of the Services or any part thereof;
- (n) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (o) “**RFP**” means the “Request of Proposal for Contracting of External Agency for Outsourcing of Manpower” document in response to which the Service Provider’s proposal for providing Services was accepted;
- (p) “**Services**” means the work to be performed by the Service Provider pursuant to this Agreement, as described in the Terms of Reference hereto; and
- (q) “**Third Party**” means any person or entity other than the Government, the Authority, the Service Provider.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award

## 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 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

## 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 this 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 this 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 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 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 Location**

The Services shall be performed at the location in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Service Provider or the Authority.

## **1.9 Signing agreement.**

The contract agreement shall be executed on a non-judicial stamp paper of value **Rs.100/- (Rupees One Hundred only)** within 10 Days from placing work order and the cost of the stamp paper shall be borne by the agency.

## **1.10 Authorized Representatives**

- 1.10.1** 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.

**1.10.2** The Authority may, from time to time, designate one of its officials as the Authority Representative unless otherwise notified, the Authority Representative shall be:

Executive Director (HR)  
Airports Authority of India  
Rajiv Gandhi Bhawan, A1-Block  
Safdarjung Airport,  
New Delhi-110003

**1.10.3** 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**

The Service Provider shall commence the Services within a period of 15 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

### **2.3 Termination of Agreement for failure to Commence Services**

If the Service Provider does not commence the Services within the period specified in RFP, 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 months from the date of execution of the Agreement. This can be extended by 1 more years by the Authority at its own discretion.

Authority also reserves the right to extend or 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 RFP 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 RFP 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 Suspension of Agreement**

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 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 notice of termination to the Service Provider, such notice to be given after the occurrence of any of the events specified in RFP, 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 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 30 (thirty) 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 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 RFP 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 RFP or RFP 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 Applicants 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 or 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 Liability of the Service Provider**

**3.4.1** The Service Provider's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

**3.4.2** The Service Provider shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

**3.4.3** The Parties hereto agree that in case of negligence or willful misconduct on the part of the Service Provider or on the part of any person or firm acting on behalf of the Service Provider in carrying out the Services, the Service Provider, with respect to damage caused to the Authority's property, shall be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds ( a ) the Agreement Value set forth in Clause 6.1.1 of this Agreement or (b) the proceeds the Service Providers may be entitled to recover from any insurance maintained by the Service Provider to cover such a liability, whichever (a) or (b) is higher

### **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:

- (a) Appointing such members of the professional personnel.
- (b) 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**

**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, free of charge, unimpeded access to the site of the project 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 of this Agreement.

**6. PAYMENT TO THE SERVICE PROVIDER**

**6.1 Payment Terms**

- 6.1.1** An abstract of the cost of the Services payable to the Service Provider is set forth in Annex-2 of 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 CTC of contractual manpower

.....  
The Authority will pay to the Service Provider the monthly payout as mentioned in Annex-2. Service Provider shall send monthly invoice in the name of Airport Authority of India as mentioned in Terms of Reference Section.

**6.1.2 Security Deposit**

**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 Performance Security**

**7.1.1 For the purposes of this Agreement, performance security shall be INR 50 lakhs for each cluster and to be deposited within 10 days of placing of work order.**

Provided, the Service Provider shall be required to provide a Performance Security in the form of a Bank Guarantee substantially in the form specified at Form-13 of this Agreement .

**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 RFP.

**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 debarment 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. SETTLEMENT OF DISPUTES**

### **9.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### **9.2 Dispute Resolution**

**9.2.1** Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause

**9.2.2** The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non privileged records, information and data pertaining to any Dispute.

### **9.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon Chairman, AAI and the Managing Partner/ Chairman of the Board of Directors of the Service Provider or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

### **9.4 Arbitration**

**9.4.1** Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration

of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 and all amendments thereof. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

- 9.4.2** There shall be a sole arbitrator appointed by AAI or an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3** The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Service Provider and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4** The Service Provider and the Authority agree that an Award may be enforced against the Service Provider and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5** This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

## **10 INTEGRITY PACT**

Signing of Integrity Pact (As per Form 2) is mandatory for every Applicant / Service Provider. All Applicants shall have to submit an undertaking as per Form 2 along with RFP 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 Applicant / 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 Applicant / 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 Applicant / 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 Applicant / Service Provider or any one employed by it or acting on its behalf (whether with or without the knowledge of the Applicant / 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. The External Independent Monitor (EIM) for this work will be:
- |   |  |
|---|--|
| (1) Dr. Anup K. Pujari<br>IAS (Retd.)<br>E-mail: <a href="mailto:anup@nic.in">anup@nic.in</a> | (2) Mr. M.P. Juneja<br>(Retd. Addl. Member of Railway Board<br>Email: <a href="mailto:mp.juneja@yahoo.com">mp.juneja@yahoo.com</a> |
|---|--|

- iii. In case any violation of above conduct is established, AAI reserves right to take following actions.
- a. If Applicant / Service Provider commits a violation of its commitments and obligations under the Integrity Pact Program during proposal ding process, he shall be liable for disqualification from RFP process and forfeiture of his Earnest Money Deposit/ Proposal 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 RFP/ contract processes for a period as deemed fit.

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.

The uploaded tender and consequent correspondence shall become part of this agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED For and on behalf of Service Provider:	SIGNED, SEALED AND DELIVERED For and on behalf of Authority
(Signature)	(Signature)
(Name) & (Designation)	(Name) & (Designation)
(Address)	(Address)
In the presence of:	
1.	2.

**Form 14**

**Bank Guarantee for Performance Security**  
(Refer Clause 7.1)

To

Chairman, AAI  
Rajiv Gandhi Bhawan  
New Delhi – 110003.

1. In consideration of the Chairman, Airports Authority of India (the “AAI”), a statutory authority of the Government of India, is entrusted with the responsibility of creating, upgrading, maintaining and managing the civil aviation infrastructure in the country (hereinafter referred as the Authority”. Which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to ..... having its office at ..... (hereinafter referred as the “**Service Provider**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. .... dated ..... valued at Rs. .... (Rupees .....), (hereinafter referred to as the “**Agreement**”) the assignment for services in respect of the ..... Project, and the Service Provider having agreed to furnish a Bank Guarantee amounting to Rs..... Rupees.....) to the Authority for performance of the said Agreement. We, ..... (hereinafter referred to as the “**Bank**”) at the request of the Service Provider do hereby undertake to pay to the Authority an amount not exceeding Rs. .... (Rupees .....) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said Agreement.
2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Service Provider of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider’s failure to perform the said Agreement. 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.....).
3. We, ..... (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in 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 this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider 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 required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its

claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Service Provider and to forbear or 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 extension being granted to the said Service Provider or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Service Provider or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s).
7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. ....crore (Rupees ..... crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof on or within three months of the expiry of the Agreement.

Dated, the ..... day of ..... 20

For .....

(Name of Bank)

(Signature, name and designation of the authorized signatory)

Seal of the Bank:

NOTES:

1. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
2. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

**Form-15**

**AFFIDAVIT- For Compliance of Minimum wages**

**Name of work - “Contracting of External Agency for Outsourcing of Manpower through QCBS” Basis**

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 workers 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-16**

**AFFIDAVIT- For declaration regarding blacklisting/debarring of Firm**

**Name of work - “Contracting of External Agency for Outsourcing of Manpower through QCBS Basis”**

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 respect of the above said work, my firm/agency has not been issued any letter of restrain/temporary/permanent debar/black listing in any department of AAI.

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-17**  
**Undertaking on GST**

**Name of work - “Contracting of External Agency for Outsourcing of Manpower through QCBS Basis”**

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:

- That we are registered under GST and compliant of GST provision.
- In case of non-compliance of GST provisions and blockage of any input credit we shall be responsible to indemnify AAI.
- That all input credits shall be passed on to AAI by the us

Dated this, the ..... day of ..... month ..... Year.

Proprietor/ Managing Partner/ Managing Director

Place:

Date:

**SCHEDULE-A****Name Of Work:- Contracting of External Agency for Outsourcing of Manpower**

<b>Description of Items</b>
<b>OFFICE ASSISTANT</b> Providing services as office assistant (Graduate in any Discipline) in the various offices of Airports Authority of India at different locations having knowledge of typing, shorthand and sound Computer skills (i.e. sound knowledge of MS office, power point etc.). <b>The wages to be paid to contractual employee as per the wage band given in RFP .</b>
<b>DATA ENTRY OPERATOR</b> Providing services as data entry operator (Graduate in any Discipline) for data entry in different forms like SAP, Enggnering, E- Tender etc. for office work in the various offices of Airports Authority of India at different locations. <b>The wages to be paid to contractual employee as per the wage band given in RFP .</b>
<b>COMPUTER OPERATOR</b> Providing services of Computer operator (Intermediate (12th) in any Discipline) for office work in the various offices of Airports Authority of India at different locations having sound Computer skills (i.e. sound knowledge of MS office, typing etc.). <b>The wages to be paid to contractual employee as per the wage band given in RFP .</b>
<b>MULTI TASKING ASSISTANT</b> Providing services as multi-tasking staff for performing jobs related to assisting officials like handling of dispatching of letters/ file, printer, fax etc. and also attending guests and other office related works of officials in the various offices of Airports Authority of India at different locations. <b>The wages to be paid to contractual employee as per the wage band given in RFP .</b>
<b>VIP LOUNGE ASSISTANT</b> Providing services as VIP lounge assistant (Graduate in any Discipline/ Diploma in Hospitality Management) for performing jobs like attending VIP guests, up keeping of VIP lounge etc. in the various Airports of Airports Authority of India at different locations. <b>The wages to be paid to contractual employee as per the wage band given in RFP .</b>
<b>CUSTOMER CARE ASSISTANT</b> Providing services as customer care assistant (Graduate in any Discipline) for performing jobs like attending guests, officials, passengers etc. in the various offices of Airports Authority of India at different locations. <b>The wages to be paid to contractual employee as per the wage band given in RFP .</b>

**Note :-**

- 1) The bidder has to quote in % age only in BOQ . The quoted percentage (with positive number) shall be considered upto two decimal only.
- 2) The percentage quoted by the agency is applicable for all the payments paid by agency to the employees and statutory authority i.e. salary (As per wage band), PF & ESIC, bonus, increase of wages.
- 3) Bids with NIL/BLANK/N.A./ZERO/Negative percentage quoted in BOQ / Schedule-A above will be rejected out rightly without giving any reason whatsoever. It will be considered as non-responsive bid. The lowest responsive bidder will be considered.
- 4) Uniform as per condition of tender has to be provided by the agency and AAI will not pay on this account hence charges shall be included in the quoted percentage.
5. The expenses on account of maintaining the contract ( Back office expenses.) shall also include in the quoted percentage.
- 6) The amount on account of salary as per wage band , PF & ESIC, bonus, increase of wages supported with the documentary proof shall be paid to the agency as per RFP.

## CHECK LIST-1 / PQ PROFORMA

(TO BE UPLOADED BY THE BIDDER ALONG WITH TENDER APPLICATION)

Name of Work: - "Contracting of External Agency for Outsourcing of Manpower through QCBS Basis."

S. No.	Particulars	ATTACHMENTS/ ENCLOSURES CHECK LIST (To be uploaded /enclosed)	
1.	Name & registered office Address of the Applicant.		
2.	Name, address, telephone, Fax No., e mail address of the authorized contact person of the agency for further communication.	Name:	
		Address:	
		Ph. No.:	
		Mobile No.:	
		Fax No.:	
E-Mail ID:			
3.	ENVELOPE-I: It shall contain the scanned copy of		
a)	TENDER FEE	Tender fee for an amount of Rs. /- in the form of Demand Draft as per e-NIT Clause- 1	Self-attested copy of DD uploaded & original shall be reach to Bid Manager before due date as per e-NIT Clause No.1. <b>YES/NO</b>
b)	EMD	EMD for an amount of Rs. /- in the form of Demand Draft as per e-NIT Clause- 1	Self-attested copy of DD uploaded & original shall be reach to Bid Manager before due date as per e-NIT Clause No.1. <b>YES/NO</b>
c)	Unconditional Acceptance Letter	Format given at Page- PR-1 (Annexure-1) of Tender document as per e-NIT Clause-2	Scanned copy of duly signed & stamped Unconditional Acceptance Letter uploaded & original shall be reach to Bid Manager before due date as per e-NIT Clause No. 1 <b>YES/NO</b>
d)	Authorization Letter / Power of Attorney (if Required)	As per e-NIT Clause-2	Self-attested copy uploaded & original shall be reach to Bid Manager before due date as per e-NIT Clause No. 1. <b>YES/NO</b>
e)	Letter of Proposal ( Form-1)	As per e-NIT Clause-	
f)	FORM OF BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT	As per e-NIT Clause-	
g)	<i>(Letter of understanding from the Depositor to Bank to be submitted along with all Fixed Deposit/ Bank Guarantee to Airports Authority of India)</i>	As per e-NIT Clause-	
h)	Integrity Pact (Form-2)	As per e-NIT Clause-	
i)	Checklist-I	Checklist for Envelope -I	

**Declaration**

I, ( \_\_\_\_\_ ) hereby declare that the documents submitted / enclosed are true and correct. In case any document at any stage found fake / incorrect, my EMD may be forfeited.

Place:

Signature with stamp

Date

Authorized Signatory of the  
Agency

## CHECK LIST -2/ TQ PROFORMA

(TO BE UPLOADED BY THE BIDDER ALONG WITH TENDER APPLICATION)

Name of Work: - "Contracting of External Agency for Outsourcing of Manpower through QCBS Basis."

S. No.	Particulars	ATTACHMENTS/ ENCLOSURES CHECK LIST (To be uploaded /enclosed)	
1.	Name & registered office Address of the Applicant.		
2.	Name, address, telephone, Fax No., e mail address of the authorized contact person of the agency for further communication.	Name:	
		Address:	
		Ph. No.:	
		Mobile No.:	
		Fax No.:	
E-Mail ID:			
3.	ENVELOPE-II: It shall contain the scanned copy of		
a)	Details of PAN card	Enclose documentary proof in support of e-NIT Clause 2 (ii)	Self-attested copy of PAN Card uploaded YES/NO
b)	Details of GST No.	Enclose documentary proof in support of e-NIT Clause 2 (ii)	Self-attested copy of GST No. uploaded YES/NO
c)	Company registration certificate		
d)	Details of PF	Enclose documentary proof in support of e-NIT Clause 2 (ii)	Self-attested copy of PF Uploaded YES/NO
e)	Details of ESIC	Enclose documentary proof in support of e-NIT Clause 2 (ii)	Self-attested copy of ESIC. Uploaded YES/NO
f)	Work Experience Certificates from clients of having satisfactorily completed works similar nature i.e.	Details of similar nature works completed during last seven year showing 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 works as per the e-NIT Clause 2(iii) Completion Certificates should have the following details: -	Completion Certificates with PO and BOQ /Documents in support of e-NIT Clause -2 (iii) Self-attested copy uploaded YES/NO
(i)	Name of client :-		
	Name of work: -		

## Request for Proposal for Contracting of External Agency for Outsourcing of Manpower

	Completion Value: -		
	Date of Start :-		
	Date of completion as per agreement :-		
	Actual Date of completion of work :-		
(ii)	Name of client :-		
	Name of work :-		
	Completion Value: -		
	Date of Start :-		
	Date of completion as per agreement :-		
	Actual Date of completion of work:-		
(iii)	Name of client :-		
	Name of work :-		
	Completion Value: -		
	Date of Start :-		
	Date of completion as per agreement :-		
	Actual Date of completion of work :-		
g)	Annualized average financial turnover details (Abridged Balance Sheet and Profit & Loss Account) equivalent to Indian Rupees in Lakhs during last three financial years minimum Rs. Lacs	Abridged Balance Sheet and Profit & Loss account for last three financial year as per e-NIT Clause 2 (iv)	Copy of Annual Report i.e. Abridged Balance Sheet and Profit & Loss Account for the last three years. Self-attested copy uploaded YES/NO
h)	Whether experience from private clients?	Non-Government/ Non PSU organizations as per e-NIT Clause 2 (iii)	Scanned TDS certificates of stipulated value of works from clients enclosed: YES/NO
4	Forms to be filled with relevant Documents duly numbered.		PAGE NOS
a)	Form 3	Financial capacity of the Applicant	
b)	Form 4	Experience Certificate of the Firm for similar nature of work	
c)	Form 5	Vendor Capability : Scale of Experience	
e)	Form 6	Experience with Public Sector Clients / Govt. Sector	
f)	Form 7	Experience of manpower supply at Airports	
g)	Form 8	Geographic spread	
h)	Form 9	Years of operation in India	
i)	Form 10	Particulars of the Applicant	
j)	Form 11	Statement of Legal Capacity	

Request for Proposal for Contracting of External Agency for Outsourcing of Manpower

k)	Form 12	Power of Attorney	
l)	Form 13	Form of Agreement	
m)	Form 14	Form of Bank Guarantee for performance security	
n)	Form 15	Duly notarized affidavit regarding compliance of minimum wages	
o)	Form 16	Duly notarized declaration regarding blacklisting / debarring of firms in AAI/ Govts / PSU,s	
p)	Form 17	Undertaking of GST	
q)	Checklist -II	Checklist-II for envelope -II	
5.	ENVELOPE-III (PRICE BID FOLDER): It shall contain.		
a)	Price/Financial e- Bid	To be quoted online through CPP portal <a href="http://www.etenders.gov.in">www.etenders.gov.in</a>	
6.	Details of any other information regarding EMD, Tender Fee etc.		

**Declaration**

I, ( \_\_\_\_\_ ) hereby declare that the documents submitted / enclosed are true and correct. In case any document at any stage found fake / incorrect, my EMD may be forfeited.

Place:

Date

Signature with stamp

Authorized Signatory of the Agency

Tender Inviting Authority: AGM (Engg. – Elect)-I IMU, AAI, CHQ, R.G. Bhawan, New Delhi-110003

Name of Work: Request for Proposal (RFP) for “Contracting of External Agency for Outsourcing of Manpower through Quality & Cost Based Selection(QCBS)”

Contract No:

<p align="center"><b>PRICE SCHEDULE</b></p> <p align="center">(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</p>							
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Percentage rate shall be excluding GST To be entered by the Bidder	Percentage rate shall be excluding GST	Percentage in Word shall be excluding GST
1	2	3	4	5	13	53	
1	<p><b>Providing Services of Following in the various offices of Airports Authority of India at different locations.</b></p> <p><b>a) OFFICE ASSISTANT</b> (Graduate in any Discipline) having knowledge of Computer typing, shorthand and sound Computer skills (i.e. sound knowledge of MS office, power point etc.).</p> <p><b>b) DATA ENTRY OPERATOR-</b> (Graduate in any Discipline) for data entry in different forms like SAP, Enggneering, E- Tender etc.</p> <p><b>c) COMPUTER OPERATOR</b> -(Intermediate (12th) in any Discipline) having sound Computer skills (i.e. sound knowledge of MS office, typing etc.).</p> <p><b>d) MULTI TASKING ASSISTANT-</b> (10th standard or equivalent or 5 years’ experience in similar area ) for performing jobs related to assisting officials like handling of dispatching of letters/ file, printer, fax etc. and also attending guests and other office related works.</p> <p><b>e) VIP LOUNGE ASSISTANT.</b> (Graduate in any Discipline/ Diploma in Hospitality Management) for performing jobs like attending VIP guests, up keeping of VIP lounge etc.</p> <p><b>f) CUSTOMER CARE ASSISTANT-</b> (Graduate in any Discipline) for performing jobs like attending guests, officials, passengers etc.</p> <p>Note -</p> <p>i) The rate shall be quoted by the bidder in % age only on BOQ . The quoted percentage (with positive number) shall be considered upto two decimal only.</p> <p>ii)The percentage is applicable for all the payments paid by agency to the employees and statutory authority i.e. salary (As per wage wand), PF &amp; ESIC, bonus, increase of wages. (PF &amp; ESIC, bonus, increase of wages shall be paid after submission of documentary proof. )</p> <p>iii) Uniform charges shall be included in the quoted percentage.</p>	item1					
1.1	Eastern RHQ along with all airports within the Eastern region under the administrative control of Regional executive director (RED), ER and Kolkata Airport.		1	Each		<b>0.00</b>	Zero Only

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Percentage rate shall be excluding GST To be entered by the Bidder	Percentage rate shall be excluding GST	Percentage in Word shall be excluding GST
1	2	3	4	5	13	53	
2	<p><b>Providing Services of Following in the various offices of Airports Authority of India at different locations.</b></p> <p><b>a) OFFICE ASSISTANT</b> (Graduate in any Discipline) having knowledge of Computer typing, shorthand and sound Computer skills (i.e. sound knowledge of MS office, power point etc.).</p> <p><b>b) DATA ENTRY OPERATOR-</b> (Graduate in any Discipline) for data entry in different forms like SAP, Enggneering, E- Tender etc.</p> <p><b>c) COMPUTER OPERATOR</b> -(Intermediate (12th) in any Discipline) having sound Computer skills (i.e. sound knowledge of MS office, typing etc.).</p> <p><b>d) MULTI TASKING ASSISTANT-</b> (10th standard or equivalent or 5 years' experience in similar area ) for performing jobs related to assisting officials like handling of dispatching of letters/ file, printer, fax etc. and also attending guests and other office related works.</p> <p><b>e) VIP LOUNGE ASSISTANT.</b> (Graduate in any Discipline/ Diploma in Hospitality Management) for performing jobs like attending VIP guests, up keeping of VIP lounge etc.</p> <p><b>f) CUSTOMER CARE ASSISTANT-</b> (Graduate in any Discipline) for performing jobs like attending guests, officials, passengers etc.</p> <p>Note -</p> <p>i) The rate shall be quoted by the bidder in % age only on BOQ . The quoted percentage (with positive number) shall be considered upto two decimal only.</p> <p>ii) The percentage is applicable for all the payments paid by agency to the employees and statutory authority i.e. salary (As per wage wand), PF &amp; ESIC, bonus, increase of wages. (PF &amp; ESIC, bonus, increase of wages shall be paid after submission of documentary proof. )</p> <p>iii) Uniform charges shall be included in the quoted percentage.</p>	item2					
2.1	North Eastern RHQ along with all airports within the region under the administrative control of RED, NER.		1	Each		0.00	Zero Only

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Percentage rate shall be excluding GST To be entered by the Bidder	Percentage rate shall be excluding GST	Percentage in Word shall be excluding GST
1	2	3	4	5	13	53	
3	<p><b>Providing Services of Following in the various offices of Airports Authority of India at different locations.</b></p> <p><b>a) OFFICE ASSISTANT</b> (Graduate in any Discipline) having knowledge of Computer typing, shorthand and sound Computer skills (i.e. sound knowledge of MS office, power point etc.).</p> <p><b>b) DATA ENTRY OPERATOR-</b> (Graduate in any Discipline) for data entry in different forms like SAP, Enggneering, E- Tender etc.</p> <p><b>c) COMPUTER OPERATOR</b> -(Intermediate (12th) in any Discipline) having sound Computer skills (i.e. sound knowledge of MS office, typing etc.).</p> <p><b>d) MULTI TASKING ASSISTANT-</b> (10th standard or equivalent or 5 years' experience in similar area ) for performing jobs related to assisting officials like handling of dispatching of letters/ file, printer, fax etc. and also attending guests and other office related works.</p> <p><b>e) VIP LOUNGE ASSISTANT.</b> (Graduate in any Discipline/ Diploma in Hospitality Management) for performing jobs like attending VIP guests, up keeping of VIP lounge etc.</p> <p><b>f) CUSTOMER CARE ASSISTANT-</b> (Graduate in any Discipline) for performing jobs like attending guests, officials, passengers etc.</p> <p>Note -</p> <p>i) The rate shall be quoted by the bidder in % age only on BOQ . The quoted percentage (with positive number) shall be considered upto two decimal only.</p> <p>ii) The percentage is applicable for all the payments paid by agency to the employees and statutory authority i.e. salary (As per wage wand), PF &amp; ESIC, bonus, increase of wages. (PF &amp; ESIC, bonus, increase of wages shall be paid after submission of documentary proof. )</p> <p>iii) Uniform charges shall be included in the quoted percentage.</p>	item3					
3.1	Western RHQ along with all airports within the Western region under the administrative control of RED, WR.		1	Each		0.00	Zero Only

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Percentage rate shall be excluding GST To be entered by the Bidder	Percentage rate shall be excluding GST	Percentage in Word shall be excluding GST
1	2	3	4	5	13	53	
4	<p><b>Providing Services of Following in the various offices of Airports Authority of India at different locations.</b></p> <p><b>a) OFFICE ASSISTANT</b> (Graduate in any Discipline) having knowledge of Computer typing, shorthand and sound Computer skills (i.e. sound knowledge of MS office, power point etc.).</p> <p><b>b) DATA ENTRY OPERATOR-</b> (Graduate in any Discipline) for data entry in different forms like SAP, Enggneering, E- Tender etc.</p> <p><b>c) COMPUTER OPERATOR</b> -(Intermediate (12th) in any Discipline) having sound Computer skills (i.e. sound knowledge of MS office, typing etc.).</p> <p><b>d) MULTI TASKING ASSISTANT-</b> (10th standard or equivalent or 5 years' experience in similar area ) for performing jobs related to assisting officials like handling of dispatching of letters/ file, printer, fax etc. and also attending guests and other office related works.</p> <p><b>e) VIP LOUNGE ASSISTANT.</b> (Graduate in any Discipline/ Diploma in Hospitality Management) for performing jobs like attending VIP guests, up keeping of VIP lounge etc.</p> <p><b>f ) CUSTOMER CARE ASSISTANT-</b> (Graduate in any Discipline) for performing jobs like attending guests, officials, passengers etc.</p> <p>Note -</p> <p>i) The rate shall be quoted by the bidder in % age only on BOQ. The quoted percentage (with positive number) shall be considered upto two decimal only.</p> <p>ii)The percentage is applicable for all the payments paid by agency to the employees and statutory authority i.e. salary (As per wage wand), PF &amp; ESIC, bonus, increase of wages. (PF &amp; ESIC, bonus, increase of wages shall be paid after submission of documentary proof. )</p> <p>iii)</p> <p>Uniform charges shall be included in the quoted percentage.</p>	item4					
4.1	Southern RHQ along with all airports within the region under the administrative control of RED, SR & Chennai Airport.		1	Each		0.00	Zero Only

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Percentage rate shall be excluding GST To be entered by the Bidder	Percentage rate shall be excluding GST	Percentage in Word shall be excluding GST
1	2	3	4	5	13	53	
5	<p><b>Providing Services of Following in the various offices of Airports Authority of India at different locations.</b></p> <p><b>a) OFFICE ASSISTANT</b> (Graduate in any Discipline) having knowledge of Computer typing, shorthand and sound Computer skills (i.e. sound knowledge of MS office, power point etc.).</p> <p><b>b) DATA ENTRY OPERATOR-</b> (Graduate in any Discipline) for data entry in different forms like SAP, Enggneering, E- Tender etc.</p> <p><b>c) COMPUTER OPERATOR</b> -(Intermediate (12th) in any Discipline) having sound Computer skills (i.e. sound knowledge of MS office, typing etc.).</p> <p><b>d) MULTI TASKING ASSISTANT-</b> (10th standard or equivalent or 5 years' experience in similar area ) for performing jobs related to assisting officials like handling of dispatching of letters/ file, printer, fax etc. and also attending guests and other office related works.</p> <p><b>e) VIP LOUNGE ASSISTANT.</b> (Graduate in any Discipline/ Diploma in Hospitality Management) for performing jobs like attending VIP guests, up keeping of VIP lounge etc.</p> <p><b>f) CUSTOMER CARE ASSISTANT-</b> (Graduate in any Discipline) for performing jobs like attending guests, officials, passengers etc.</p> <p>Note -</p> <p>i) The rate shall be quoted by the bidder in % age only on BOQ . The quoted percentage (with positive number) shall be considered upto two decimal only.</p> <p>ii) The percentage is applicable for all the payments paid by agency to the employees and statutory authority i.e. salary (As per wage wand), PF &amp; ESIC, bonus, increase of wages. (PF &amp; ESIC, bonus, increase of wages shall be paid after submission of documentary proof. )</p> <p>iii) Uniform charges shall be included in the quoted percentage.</p>	item5					
5.1	Northern RHQ along with all airports within the region under the administrative control of RED,NR and to the CHQ & associated offices.		1	Each		0.00	Zero Only
6	<b>Bids with NIL/BLANK/N.A./ZERO/Negative percentage rate quoted in BOQ will be rejected out rightly without giving any reason whatsoever. It will be considered as non-responsive bid.</b>	item8					
<b>Total in Figures</b>						<b>0.00</b>	Zero Only