

ALLIANCE AIR AVIATION LIMITED  
IGI AIRPORT, TERMINAL-1, NEW DELHI-110037

**TENDER DOCUMENT**

**Sub: IT Support Services for Alliance Air Aviation Ltd. (AAAL)**

**DISCLAIMER**

The information contained in this tender document or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/bidders in any form by Alliance Air Aviation Ltd., shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by Alliance Air Aviation Ltd prior to opening of Technical bids of the Tender.

The purpose of this tender document is to provide all bidders with the information that may be useful to them in the formulation of their proposals/ bids in response to this tender document. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by Alliance Air Aviation Ltd., do not purport to contain all/exhaustive the information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.

The information contained in the tender document is not exhaustive and bidders may contact the user department for any clarifications.

The information provided in this tender document to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Alliance Air Aviation Ltd. accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Alliance Air Aviation Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant/bidder upon the statements contained in this tender document.

Alliance Air Aviation Ltd. may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender document, from time to time till the last /due date of the tender.

The tender document does not imply that Alliance Air Aviation Ltd., is bound to select a bidder or to appoint the selected bidder, as the case may be, and Alliance Air Aviation Ltd. reserves the right to reject all or cancel the tender without assigning any reason at any time.

The bidder shall bear any and all its costs associated with or relating to the preparation & submission of its proposal/ bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Alliance Air Aviation Limited or any other costs incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the bidder and Alliance Air Aviation Limited shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation or submission of the proposal, regardless of the conduct or outcome of the bid selection process as contained herein.

**Sub: IT Support Services for Alliance Air Aviation Ltd. (AAAL)****(I) INTRODUCTION**

Alliance Air aviation Limited , a company incorporated under Companies Act 1956, having it's registered office at Alliance Bhawan, IGI Airport,Terminal-1,New Delhi-110037,(hereinafter referred as 'AAAL'), invites sealed/closed bids under two bid system from eligible bidders (hereinafter referred to as 'Bidder(s)') meeting the Technical Bid Evaluation Criteria mentioned at Annexure III of the Tender and also complying with other terms and conditions of the subject Tender, for IT Support Services for Alliance Air Aviation Limited (AAAL) on comprehensive basis in complete accordance with this Tender.

**(II) PURPOSE OF THE TENDER**

Alliance Air Aviation Limited (hereinafter referred as AAAL or the Principal Employer qua the successful bidder), invites sealed bids (Under Two Bid System) from eligible bidders (here in after referred as Service provider) meeting the Technical and Price Bid Evaluation Criteria specified in this tender document, for IT Support Services for Alliance Air Aviation (AAAL) on comprehensive basis in complete accordance with this tender.(Refer SECTION D for location information)

**(III) SUMMARY OF BIDDING INFORMATION**

1	No. and Name Of the Tender:	Tender No.: AAAL/IT/2022-23/299 IT Support Services for Alliance Air Aviation Limited (AAAL)
2	Contract Period:	Three years from the date of commencement after award of contract (extendable for a further period of one year) as detailed in the tender document
3	Availability of Bidding Document:	From <b>11 January, 2023</b> , (The Tender can be downloaded from AAAL"s website ( <a href="http://www.allianceair.in">www.allianceair.in</a> ))
4	Last date of receipt of queries from the prospective Bidders for pre-bid meeting, if any by hard copy or Email	<b>18 January , 2023 11:00 AM</b>
5	Pre-bid meeting date/ time and venue.	<b>i)Date / Time: 20 January 2023, 11:00 AM</b> Venue: At the Office of Head- IT, Alliance Bhawan, IGI Airport,Terminal-1,New Delhi-110037
6	Last date/ time for submission of Bid documents ("Due Date/Time")	<b>27 January 2023, 04:00 PM</b>
7	Place of Submission of Bids	MMD, Alliance Bhawan, IGI Airport,Terminal-1,New Delhi-110037
8	Time and Date of Opening of	(i)Technical Bid - <b>30 January2023, at 11:00 AM</b>

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder

	Bids	(ii) Price Bid – the date will be intimated subsequently to the Technically qualified bidders
9	Place of Opening of Bids	At the Office of MMD, Alliance Bhawan, IGI Airport, Terminal-1, New Delhi-110037
10	Extension of Due Date/Time	The Due Date / Time of submission of Bid documents and opening of Bids may be extended at any time, at the sole discretion of AAAL and shall be displayed on AAAL's website. No separate press advertisement will be issued by AAAL regarding extension of Bid opening date and Due Date/Time.
11	Bid Security Declaration Form	Submission of “Bid Security declaration” as per Annexure XIV
12	Address of Communication for any clarifications	Dept. of Information Technology <a href="mailto:Gaurav.kumar@allianceair.in">Gaurav.kumar@allianceair.in</a> , Mobile No:9891324552 <a href="mailto:Ajay.kotwal@allianceair.in">Ajay.kotwal@allianceair.in</a> Mobile No:9568636695

Date and time for price bid opening of technically qualified bidders shall be intimated later. If any of the days specified above happens to be a holiday in AAAL, the next working day shall be implied.

#### (IV) SUBMISSION OF BIDS

The Bidders should submit their Bids in a two-bid format (a) Technical Bid & (b) Price Bid as per following Details:

- a. **Envelope-1(Technical Bid ):-** The **technical bid** covering all Details as mentioned in the formats with Bid Security Declaration Form and all enclosures demanded to accompany the technical bid and the same need to be necessarily submitted in a separate sealed envelope super scribing (mentioning) the enquiry no: **AAAL/IT/2022-23/299- Technical bid** in bold letters with Service provider's name.
- b. **Envelope-2 (Price Bid):** - The **price bid** needs to be submitted in a separate sealed envelope super scribing the enquiry no: **AAAL/IT/2022-23/299 - Price bid** in bold letters with the Service provider's name.  
All pages should be numbered serially and duly signed by the authorized signatory. All figures quoted in financial bid shall be covered with a transparent adhesive tape.
- c. **Envelope 3 (Master Envelope):** - Both these envelopes (Technical Bid and Price bid) need to be put in a sealed outer **master envelope** super scribing the enquiry no: **AAAL/IT/2022-23/299 in bold letters** with the Service provider's name and addressed **Material Management Department, Alliance Bhawan, IGI Airport, Terminal-1, New Delhi-110037**

If the master envelope is not sealed and marked as above, AAAL shall assume no responsibility for the misplacement or premature opening of the 'Technical Bid' and 'Financial Bid'. The sealed bid master envelope shall be submitted at the above address in person or by speed / registered

/ordinary post / courier so as to reach up to **25 January 2023, 04:00 PM.**

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder

- d. The Bid should be only in the prescribed format. The Bid cover should carry the complete name and address of the Bidder, along with the telephone, fax and Email address. Bids must be received by AAAL at the address specified above not later than the Due Date/Time. If for some reason, the Bid Due Date/Time or the Bid opening date, as the case may be, is declared a holiday, then the Bid Due Date/Time or the Bid opening date will automatically stand extended to the same timings of the next working day. In the event of the receipt of the Bid after the Due Date/Time, the Bid shall be rejected. AAAL reserves the right to reject any Bid in part or full or annul the Tender process without assigning any reasons.
- e. The bid shall be typed or hand written in indelible ink, and all correspondence and documents related to the bid exchanged by the Bidder and AAAL shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an authenticated translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.
- f. Tender documents sent through Post or Courier shall be at the risk of the Bidder and AAAL shall not be responsible for any loss or non-receipt of the Tender documents. Tender bids received after due date / time shall not be entertained / considered.
- g. In case of modified bids, the covers shall carry the superscription of the word **"Modified"** with tender number and date.
- h. In case of withdrawal of the bid, the cover containing the Bidder's withdrawal letter, shall carry the superscription of the word **"Withdrawal"** with tender number and date.
- i. Bidder shall initial all the corrections if any.
- j. Bidder shall number, sign and stamp all pages of this tender document and all the enclosures accompanying the tender document prior to the submission of the tender.
- k. The tender shall be accompanied by an original power of attorney of the signatory of the bid authorizing him/her to sign the bid on non-judicial stamp paper of Rs.100.
- l. The above technical bid tender documents with Annexures / enclosures are to be submitted in a Technical bid envelope excluding **Annexure IX (Price Bid)**.

#### **V) TERM OF THE PROPOSED CONTRACT**

Period of Contract would be 3 (three) years from the date of execution of the Contract (the "Contract Period"). AAAL reserves the right to extend the Contract for a further period of 1 (one) year on same terms, rates and conditions, if mutually agreed with the Successful Bidder.

#### **VI) PARTICIPATION OF THE BIDDERS DURING OPENING OF BIDS**

The Technical Bids shall be opened on **27 January 2023, at 11:00 AM** at the below mentioned address: **Material Management Department, Alliance Air aviation Limited, Alliance Bhawan, IGI Airport, Terminal-1, New Delhi-110037**

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder

The Bidder(s) shall be permitted to witness the opening of the Envelope-1, containing the Technical Bid. Bidder(s) who wishes to be present at the time of opening of the Technical Bid may do so or send its authorised representative (only two representatives per Bidder) with an authorization letter on the Bidder's letterhead, as per Annexure VII, duly signed and stamped by their authorized signatory for presenting at the time of opening of the Tender at the above address, time and date.

**(VII) AMENDMENTS / CLARIFICATIONS**

Amendments, corrigendum, clarifications if any, and any extensions of the due date of opening of the Bids, as per the requirements of AAAL, will be intimated by hosting the notice on AAAL's website only (i. e. [www.allianceair.in.in](http://www.allianceair.in.in)). No separate NIT (Notice Inviting Tender) would be published in newspapers/print media. It is the Bidder's responsibility to visit the said website regularly for the aforesaid updates/extensions as applicable.

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For Alliance Air Aviation Limited,

**Head (IT)**

**Department of Information & Technology**

**SECTION A: GENERAL TERMS AND CONDITIONS**

**I. Definitions:**

- a) The term 'AAAL' as used in the Tender document means 'Alliance Air Aviation Limited'.
- b) The term Authority, Government, Governmental Authority, Enforcement Authority/Agency, shall refer to the Government or Authority or Agency in force in India.
- c) The term, "**Bidder**"/ "**Service Provider**", as used in the Tender document, shall mean the one who has signed the Tender Form and submitted the quotation in response to this Tender.
- d) The term "**Contract**" shall mean the agreement entered between AAAL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- e) The term days used herein shall mean the working days of AAAL.
- f) Services shall mean the IT Support Services referred to under **SECTION D**.
- g) The Tender shall mean the Tender No: **AAAL/IT/2022-23/299** for **IT Support Services in AAAL, Delhi**
- h) The term Successful Bidder shall mean the Bidder who has been awarded the contract to carry out the Services contemplated in this Tender.

**II. Other terms:**

- 1. The service provider having franchisee / sister concern arrangement can offer only one quote on behalf of all concerns under that arrangement. If the bidder violates this clause, their bid shall be technically disqualified.
- 2. It is further clarified that any individual signing the Tender or other documents in connection with the Tender must certify whether they sign it as:
  - a. A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
  - b. A partner of the firm - if it is a partnership, must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the Partners.
  - c. Constituted/Authorized attorney of the Organization, if it is a Company registered under the Company's Act.
  - d. Authorized signatory of the Organization if it is a private limited company.



3. The near relatives of employees of AAAL office are prohibited from participation in this Tender. Near relatives are defined as:

- a. Members of Hindu undivided family.
- b. Their husband or wife.
- c. Relatives in the manner as father, mother, son(s), son's wife, daughter(s).
- d. Daughter's husband, brothers, brother's wife, sister and sister's husband.

4. Any company blacklisted by AAAL is prohibited in participating in this tender.

5. Disqualification:

Even though the Bidders meet the above technical criteria, they are subject to be disqualified if the Bidder has:

- a. made misleading or false representation in the forms, statements, and attachments submitted;

or

- b. records of poor performance during the last 3 (three) years, as on the date of application such as abandoning the work, rescinding of Contract of their clients for which the reasons are attributable to the non-performance of the Bidder or its constituents, inordinate delays in completion, consistent history of litigation / arbitration awarded against the Bidder or any of its constituents or financial Failure due to bankruptcy etc.

6. The Bidder if required shall visit the site, where the services are to be rendered at AAAL, Delhi as furnished in SECTION D at their own cost and make themselves thoroughly acquainted with all the information necessary including contingencies, risks and other information to enable them to prepare a proper bid against this tender. However an advance notice of three days shall be given by the Bidder before visiting the said site.

7. The bid should be prepared by the Bidder and should be sent to AAAL directly. AAAL reserves the right to reject offers made by intermediaries / representatives.

8. All bids shall be evaluated as per the Technical and Price Bid Evaluation Criteria as per Annexure-III and Annexure-IX and the other provisions mentioned under this tender document.

9. Issue / submission of Tender form does not necessarily mean that the Bidder shall be awarded the Tender.

10. Bidders are requested to go through all the clauses of this tender carefully and then submit the documents / confirmations strictly as per the checklist (Refer Part-B, Annexure-III) enclosed in the tender document.

11. AAAL reserves the right to accept or reject any or all bids without assigning any reason, whatsoever and to annul the bidding process, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for AAAL's action.

**12. Pre-bid meeting:**

- a. The purpose of the pre-bid meeting shall be to clarify issues and to answer questions on any matter that shall be raised at that stage.
- b. Text of the questions raised and the responses given, necessitating any modification, shall be shared (without identifying the sources of the question) to all participants in the Pre-Bid meeting through bidders registered Email. Any modifications of the bidding documents listed in tender that shall become necessary as a result of the pre-bid meeting shall be made by AAAL exclusively through the issue of an Addendum / Corrigendum separately and shall be available for download from our website. Thereafter such Addendum / Corrigendum shall be deemed to be a part of this Tender.
- c. Non-attendance of the pre-bid meeting shall not be a cause for disqualification of a Bidder. Addendum and / or Corrigendum, if any, to the tender document, shall be hosted on the website subsequent to the pre-bid meet.
- d. Interested Bidders, who desire to attend the pre-bid meeting, shall communicate two days in advance to the pre-bid meet scheduled date to make necessary arrangements for entry passes with names of their representative by Email to gaurav.kumar@allianceair.in. Only one representative for each Bidder shall be allowed to attend the pre-bid meet on the date fixed by AAAL who shall carry an authorization letter to that effect on the company/partnership firm or a sole proprietorship firm's letterhead from the authorised signatory of the company/partnership firm or a sole proprietorship firm as applicable and also carry an identity card to gain entry into AAAL premises.
- e. In view of Covid19 pandemic situation, social distancing to be maintained.

**13. Modification of Bids:**

- i. The Bidder shall modify or withdraw their bid after the bid submission but prior to the due date and time for submission of bid, provided that written notice of the modification / withdrawal is received by AAAL prior to the deadline for submission of bids. Last modification by the Bidder and as submitted to AAAL, shall be final.
- ii. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of this Tender, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice shall also be sent by Email, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.
- iii. No bid shall be modified after the deadline for submission of bids.
- iv. The bidder, after submitting the bid, is permitted to withdraw / modify the bid , prior to close of the date and time of the tender. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of the bid during this period would result in disqualifying them from bidding in any AAAL tenders for a period of one year from the date of notification.

**14. Bid Security Declaration(BSD):**

i. No provision for submission of Earnest Money Deposit (EMD) / BID Security (BS) in the Bid Document and only provision for Bid Security declaration shall be submitted by Bidder as per Annexure XIV

ii. In case a bidder withdraws, modifies, amends, impairs or derogates from the tender during the period of bid validity or in case a successful bidder fails to executes a contract after award and has also not submitted BSD, then the bidder would be disqualified from bidding in any AAAL tenders for a period of one year from the date of notification.

**15. Rejection of Bids(Technical and Price):**

AAAL reserves the right to accept or reject Technical/Price Bid of the Tender process on the following grounds:

- a. If the Bid (Technical and / or Price) has been received after due date and time of the Tender.
- b. If only the Technical Bid has been received and the Price Bid has not been received, and vice versa.
- c. If the Bid (Technical and / or Price) has been received by fax or Email.
- d. If the Bid (Technical and / or Price) has been received unsigned.
- e. If the Bid (Technical and / or Price) has been received in an open condition.
- f. Any reasons for rejection of bid as cited against any clause anywhere else in this tender document.

**16. Queries from the Bidder during bid evaluation**

During the process of the evaluation of bids, no queries shall be entertained from the Bidder with regard to the status of the evaluation. If required, the Tender committee members of AAAL shall visit the premises of the Bidder to verify all the supporting documents provided with originals.

**17. Technically Disqualified Bids:**

- a. Price bids of the technically disqualified Bidders shall be collected by the bidder within 10 days of acceptance of contract by the successful bidder.
- b. In case of a technically disqualified Bidder, who fails to collect the same within the stipulated time, the bid shall be shredded in "as is where condition" after expiry of 30 days or an extended period thereof as agreed to by AAAL, whichever is later.

**18. Price Negotiation:**

As it is not the general norm for AAAL to carry out price negotiations following evaluation of the price Bids, the Bidders are advised to submit their final quotes in response to this Tender. AAAL however, reserves the right to carry out negotiations in exceptional cases with the Bidder who has been evaluated by AAAL as having offered the overall lowest bid (L1) in response to the Tender.

**19. Award of Contract, Acceptance, Commencement:**

The award of Contract shall be subject to fulfillment (in addition to eligibility criteria and the Undertakings) of following conditions by the successful Bidder and as well as being the L1 bidder: -

- a. The Successful Bidder has to convey acceptance of LOI (Letter Of Intent) within 7 days of receipt of the LOI.

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder

- b. The Successful Bidder has to commence the job as per the date mentioned in LOI.
  
- c. In the event of two or more bidders quoting same rates and L1 total turns out to be same, all L1 bidders shall be asked to submit the revised downwards quotes in the sealed envelopes, quoting the tender reference number and date. These price bids will be opened on the fourth working day from the "price bid opened date".
- d. When there is a difference between the rates in figures and in words in price bid, the rates which corresponds to the amount worked out by the Bidder, shall be taken correct as per the following:
  - i. In the case of manual bids, in the price quoted, if there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern, and the unit price corrected accordingly.
  - ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
  - iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

**20. Fraudulent practices:**

AAAL requires that Bidders observe the highest standard of ethics during the bid and execution of contracts. In pursuance of this, AAAL

- a. defines, for the purposes of this provision, the terms set forth below as follows:
  - a. "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce other to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
  - b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the AAAL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the AAAL of the benefits of free and open competition.
- b. shall reject a proposal for award if AAAL determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- c. shall declare ineligible and black-list, either indefinitely or for a stated period of time if at any time, AAAL determines that the Company, partnership firm or sole proprietorship firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

**21. Errant Bidders:**

After Price Bid opening, in case the L-1 Bidder declines to accept the award of contract

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder

**Tender no.: AAAL/IT/2022-23/299**

**Date: 11/01/2023**

and/or ask for revision in terms and conditions which violate the terms & conditions of the Tender or for any other for reason solely attributable to such L-1 Bidder, thereof

leading to retendering, such Bidders shall be debarred from participation in the next tender/or tenders for the subject services as well as against any tender enquiry for any service sought by AAAL and its sister concerns at all locations. AAAL further reserves the right to blacklist the Bidder for a period up to 3 (three) years.

**22. Validity of Quotation:**

The validity of quotation should be for a period of **90 days** from the date of opening of the technical bid.

**23. Security Deposit / Performance Guarantee:**

- i. Successful Bidder will have to deposit with AAAL **5% of the total value of the Contract towards interest free Security deposit, within 2 weeks** from the date of execution of the Contract. The Security Deposit is to be paid by way of Account Payee Demand Draft, Banker's Cheque, ECS, Bank Guarantee (BG) issued from any commercial bank, in favour of the '**Alliance Air Aviation Limited**', payable at Delhi
- ii. Security Deposit if provided by way of Bank Guarantee,- same shall be furnished on non-judicial stamp paper of appropriate value and in the prescribed format, as per **Annexure VI** and the original BG has to be forwarded by the Bank directly to AAAL through registered AD as per the procedure which will be advised to the Successful Bidder. All expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the Successful Bidder.
- iii. Validity of the BG would be till 90 days after expiry of the Contract Period.
- iv. Security Deposit shall be without any interest and will be refunded / returned without interest within 90 days of successful completion of Services against the Contract Terms and Conditions after adjusting for damages, if any imposed under the terms of the Contract.
- v. Security Deposit will be applicable to successful MSME Units also.
- vi. In case of MSME, Security Deposit can be deposited on yearly basis, renewable every year. The Third year Bank Guarantee should be valid for a period of 90 days beyond the Contract Period.
- vii. In case, Security Deposit is not deposited as per the terms of the Tender and the Contract, before the commencement of the Services, the bills presented by the Successful Bidder shall not be processed for payment till the time the Security Deposit is deposited by the Successful Bidder. In the event the Security Deposit is not deposited by the Successful Bidder within two weeks from the date of award of the Contract, AAAL reserves the right to terminate the Contract and re-issue a fresh tender for providing the Services under the Contract at the sole risk and cost of the Service Provider.
- viii. In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / Bank Guarantee be invoked as per the penalty clause of the tender/contract.

**24. Exemption / Preference to MSE units:**

- A. As per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012
  - (1) District Industries Centres (DIC)
  - (2) Khadi and Village Industries Commission (KVIC)
  - (3) Khadi and Village Industries Board

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder

(4) Coir Board

(5) National Small Industries Corporation (NSIC)

(6) Directorate of Handicraft and Handloom

(7) Udyog Aadhar Memorandum

(8) Any other body specified by Ministry of MSME

- B. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the Details of the particular tendered item along with their bid.
- C. The MSEs registered with District Industries Centers must submit the Acknowledgement of Entrepreneur Memorandum (EM) Part-II along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
- D. The Micro and Small Enterprises not registered for the particular trade/item for which this tender is relevant, would not be eligible for exemption / preference.
- E. The registration certificate issued from any one of the above agencies must be valid as on the closing date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.
- F. The MSEs, who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
- G. As tender is non-split-able, MSE quoting price within price band L1+15% (fifteen percent) shall be awarded for full/complete supply of total tendered value to MSE subject to MSE agreeing to match the rates of L1.
- H. Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
- I. An MSE Unit will not get any purchase preference over another MSE Unit.
- J. This Policy is meant for procurement of only goods produced or services rendered by MSEs and not for any trading activities by them.

## **25. Fall in price**

The price offered/agreed should remain firm till the completion of the Contract and subject to the terms of the Tender/Contract.

- a. No request for increase in prices shall be entertained during the Contract Period, except on account of increase in GST or any other Statutory/Government/Local Body/ Airport Operator levies or charges, increase in minimum wages notified by the appropriate Government provided the Successful Bidder submits a proof of increase in payment for such Tax/Levies/Charges.
- b. The Bidders should commit to pass on the benefit to AAAL of reduction in Statutory/Government/Local Body/ Airport Operator levies or charges during the period of Contract.

- c. During the Contract Period, if for any reason there is a downward revision in the prices, the Successful Bidder shall pass on the benefits of the same to AAAL.

## **26. TERMINATION AND EXIT CLAUSE**

- i. In case of unsatisfactory performance or breach of any of the clauses of the contract, AAAL would issue a notice of 30 days to the party to rectify the breach and improve the performance failing which AAAL be at liberty to terminate this agreement by providing another 30 days written notice to the party. The party shall not have any right to dispute or question the judgment of AAAL of unsatisfactory performance of the party.
- ii. Notwithstanding the above, AAAL shall also be at liberty to terminate the agreement for any reason including change in situation/circumstances, etc. by providing to the party a 90 days written notice. Subject to sub-clause (iii) below, The party shall also be at liberty to terminate this contract by providing to AAAL a 90 days written notice. In such an event, the terminated party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.
- iii. In case the vendor serves the termination notice before exhaustion of 40% of the contract value or quantity, they will be debarred from participating in the immediate next tender for that particular item/service.

## **27. Interpretation:**

In the event of any difference in the interpretation of any of the clauses of the Service Contract / Agreement and / or the Tender documents, the clarification given by **Head (IT), AAAL, Delhi** shall be final and binding.

## **28. Resolution of Disputes and Arbitration:**

- i. Any dispute arising between the Service Provider and AAAL (Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Contract or the validity or breach thereof (the "Dispute"), shall first be settled by mutual consultation between the authorized representatives of the Parties. If the parties fail to resolve the dispute within 21 (Twenty-One) days, then, depending on the position of the case, either the AAAL or Service Provider should give notice to the other party of its intention to commence arbitration. The applicable arbitration procedure shall be as per the Indian Arbitration and Conciliation Act, 1996. While processing a case for dispute resolution/ litigation/ arbitration, the Procuring Entity is to take legal advice, at appropriate stages.
- ii. The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be Delhi.
- iii. Each Party shall bear their own cost with respect to such arbitration.

## **29. Jurisdiction:**

The construction, interpretation, validity and performance of this Contract / Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between AAAL Limited and the Service Provider whatsoever shall be subject to the Jurisdiction of Delhi Courts Only.

**30. Force majeure Event:**

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) epidemic, pandemic or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause).

The bidder has to give notice of FM as soon as it occurs and it cannot be claimed ex post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such penalty so long as the delay and/or Failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

**B. GENERIC TERMS TO GOVERN THE CONTRACT**

**1. Rate and Validity:**

**I. Inclusions:**

- a. The rates offered / finalized / agreed by the Bidder shall be inclusive of all the costs thereon incurred to deliver the services as per the work scope subject to exclusions mentioned below.
- b. The rates offered shall include the monthly wages (minimum wages or more) as per the delhi states' labour commissioner's office latest notification as per clause no:6 of Annexure IX (price bid terms). Minimum wages include monthly Basic wages plus special allowance (including DA) or the daily wage rate multiplied by 26 days in a month as the case be, the applicable PF component(currently **12%** - Employer contribution & **12%** Employee's contribution), the applicable ESI component(currently **3.25%** - Employer contribution & **0.75%** - Employer contribution ), the applicable Bonus and Overtime rate as per the respective act (refer Section C Clause 28 )

**ii. Exclusions:**

- a. The reimbursable GST on applicable rates is excluded.
- b. Any other tax as per Government laws / notifications including change notification as and when made effective after the due date of the Tender and specifically payable by AAAL shall be reimbursed to the Service Provider.



- c. Increase in minimum wage components from time to time which includes basic wages plus special allowances/daily wage rates, applicable PF payment (currently 12% as per PF Act), applicable ESI payment (currently 3.25% as per ESI act) and applicable Bonus(Section 10 of the act provides for a minimum payment bonus of 8.33% of basic and DA to the employees as per Payment of Bonus Act, 1965) as per the respective State Labour commissioner's office from time to time shall only be reimbursed by AAAL on production of proof of payment to the respective PF/ESI Government authorities.

**iii. Validity & Extension:**

- a. Rates finalized and agreed shall remain firm during the full Contract period as mentioned above. No request shall be entertained for increase of rates during the validity of the Contract and extensions.
- b. The Contract shall be awarded for a period of three years from the date of commencement of the Contract. AAAL however reserves the right to extend the Contract for a further period not exceeding one year on same terms, rates and conditions if mutually agree

**2. Execution of the Contract:**

- a. The Successful Bidder has to convey acceptance of the Contract in writing and within 7 working days of AAAL on receipt of LOI.
  - b. The Successful Bidder has to execute an agreement of the Terms & Conditions of the Contract on a **non-judicial Stamp Paper of Rs.200/-** within 45 days of their acceptance of the LOI, which shall be duly notarized. Such Terms and Conditions should be in accordance with the terms and conditions mentioned in the Tender. The cost of the Stamp Paper and notarization shall be borne by the successful Bidder on their own.
  - c. The Successful Bidder shall be required to commence the services on **01/04/2023** after acceptance of LOI.
  - d. The Successful Bidder before final commencement of services shall be required to give adequate briefing to their manpower regarding the services to be carried out without any liability to the AAAL / with no charges. The same briefing is to be given by the Service Provider for every change of FMS person throughout the contract period without any liability to AAAL. AAAL shall arrange to provide the initial familiarization training to the personnel of the Service Provider in Delhi before the commencement of the contract.
  - e. The Successful Bidder shall ensure that while on duty, its staff / employees conduct themselves in an appropriate manner and shall not be under the influence of liquor or other intoxicants and in the event if any staff / employee is found to be under the influence of the same, AAAL shall have the right to ask the successful bidder to replace the said staff / employee immediately.
3. During the currency of the contract the Successful Bidder shall not subcontract the job and the contract is not transferable / assignable. In the event the contract is sub-contracted or assigned to any other third party, AAAL reserves its right to terminate the Contract and take appropriate action against the Successful Bidder for breach of the Tender conditions.
  4. The service provider shall agree for a **Quality Management System (QMS)** Audit which shall be carried out by AAAL / or its appointed agency with respect to services called for as per the terms and condition of this tender once in two years.

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder

**5. Undertakings:**

The successful Bidder shall provide an undertaking on **Non-Judicial Paper of Rs.100/-** (Rupees Hundred), along with the acceptance of LOI as detailed below:-

- a. The Successful Bidder shall have the registrations and licenses under all the applicable local and central taxes / laws and to be specified separately  
  
under each applicable tax / law / Act (i.e. PF /ESI /GST / Income Tax Act / Minimum wages /Contract Labour(Regulations) and Abolition Act etc.) shall be produced forthwith for verification / checking of AAAL or to a third party authorized by AAAL / agencies of Govt. of India.
- b. The Successful Bidder shall carry out the requisite work as per tendered work scope and the same would be completed to the satisfaction of AAAL.
- c. The Successful Bidder must give the said undertaking along-with the Technical Bid within 30 (thirty) days from the receipt of the LOI, they shall obtain **Form-V** from AAAL and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the competent authority. In the event of the Successful Bidder not being covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, the Successful Bidder shall obtain a letter from the concerned labour authorities confirming the same.

**6. Compliance of labour laws:**

- a. The Successful Bidder shall be liable for due compliance/implementation of all statutory conditions or requirements of labour laws as applicable to their employees. The Successful Bidder shall duly comply with all Central and State Acts, laws including Contract Labour (Regulation and Abolition) Act, 1970, or other statutory rules, regulations, bye-laws as applicable or which might be applicable.
- b. The Successful Bidder shall at all times indemnify and keep indemnified the Company against any / all claims under the **Employees' Compensation Act, 1923; Payment of Wages Act,1936; Payment of Bonus Act, 1965; Employees' Provident Funds & Miscellaneous Provisions Act, 1952; Payment of Gratuity Act,1972; Minimum Wages Act,1948; Employees' State Insurance Act, 1948**, or any other Act(s) or statutory amendments / modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury / death sustained by any worker or other personnel of the Successful Bidder or in respect of any claim, damage or compensation under labour laws or any other laws or rules made there under, by any person whether in the employment of the Successful Bidder or not, who provided or provides the said services for the Successful Bidder.
- c. The Successful Bidder shall undertake to comply with the applicable provision of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of the Contract. The Successful Bidder shall further observe and comply with all Government Laws concerning employment of staff employed by the Bidder and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Successful Bidder is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of the applicable law/s.

- d. The Successful Bidder shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970, becomes liable to assume any liability towards the workforce engaged by the Successful Bidder. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable to it. The Successful Bidder must ensure that within One Month

from the receipt of LOI (letter of intent), they shall obtain **Form-V from AAAL and arrange license under Contract Labour (Regulation & Abolition) Act, 1970**, issued by the Competent Authority. In the event of the Successful Bidder **claims that they are** not covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, for any reason whatsoever, the Successful Bidder shall give a self-declaration or an opinion from a Lawyer with an indemnity.

- e. The Successful Bidder shall ensure that their Company, partnership or sole proprietorship firm is covered under the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act having their **independent Code number**. Thus the Successful Bidder shall ensure that all the eligible employees are covered under these Acts.
- f. The Bidder while submitting bills to the Company as above, the Successful Bidder shall also render **latest** documentary evidence with an undertaking of the deposits of Employee Provident Fund (EPF)/ Employee State Insurance (ESI) contributions (both Employer and Employee) made by them in respect of the workforce under consideration for payment of wages, failing which, the payment of the bill by the Company shall be withheld until such compliance. Copy of the format for Details to be furnished is attached in **Annexure XI**.

At no stage, shall the employees of the Successful Bidder be deemed to be employees of AAAL or any of the subsidiaries with whom AAAL has an Agreement/ MoU for shared services. The Successful Bidder shall be liable not only to pay wages to their employees but overtime, any compensation, notice pay, gratuity or bonus as payable and AAAL shall not be held liable for any obligation of the Successful Bidder. Further the Successful Bidder may provide facilities such as canteen, transport and medical to the employees of the Successful Bidder but it shall not be binding on AAAL to provide these facilities to the persons deployed by the Successful Bidder. The Successful Bidder shall make arrangements to provide proper and valid identity cards to the employees.

- g. In case, while on duty and during the course of engagement in the work premises of AAAL under the Contract, if any of the successful Bidder's workforce meet(s) with any injury indisposition due to the accident or other natural calamities, the Successful Bidder shall ensure that immediate and adequate medical aid viz. First-aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, the Successful Bidder shall also be liable for meeting the statutory liabilities under the Employees State Insurance Act, 1948.
- h. In that event, the legal payments made to the workforce of the successful Bidder shall be fully recoverable from the Successful Bidder from their Security deposit / outstanding bills.
- i. The Successful Bidder shall maintain proper record / register as required under the Contract Labour (Regulation and Abolition) Act, 1970, or any other applicable acts, rules and other relevant enactments thereon which are in force or that may be brought into force at any time in future. The records / registers shall be produced for verification's / inspections as and when

required by AAAL. AAAL reserves the right and power to check regarding statutory payments of wages, ESI, EPF, GST, **as considered necessary**. The Successful Bidder shall possess a valid licence for the jobs being carried out. The said licenses and permission issued by statutory authorities shall be renewed from time to time and kept valid during the currency of the Contract.

- j. The Successful Bidder shall be the employer of their personnel and AAAL shall not be held partially or fully responsible for any dispute that may arise between the Successful Bidder & its personnel.
- k. It shall be sole responsibility of the Successful Bidder to settle disputes if any, arising between the Successful Bidder and the personnel engaged by them. The management of AAAL shall not in any way be responsible, in the event, the personnel approach to the competent authority, under any Labour Act or the Court, the entire expenses in this behalf shall be borne by the Successful Bidder . For any default of the Successful Bidder in this respect, the Successful Bidder shall alone be responsible for all action initiated by the enforcing agencies of the government & others, including penalties imposed thereon and AAAL shall have no obligation towards them.
- l. That the Successful Bidder hereby confirms that the said Successful Bidder, have registered their firm / company with each and every authority under all applicable provisions of law, requiring registration and the Successful Bidder further confirms that all licenses required under each and every applicable provisions of law had been granted to the said Bidder and that the provisions of Contract Labour (Regulations and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923 and Minimum Wages Act, 1948, Employer Liability Act, 1938, Shops and Establishment act of Delhi or any other laws/statutes that would be introduced in future are being followed by the said Successful Bidder in strict compliance thereof. The Successful Bidder shall ensure that all returns that are required to be submitted under the applicable labour laws shall be submitted from time to time.
- m. All payments shall be made by the Successful Bidder to the workmen deployed by Successful Bidder on a monthly basis. Attendance register incorporating all Details of attendance in respect of the workmen deployed by them is to be maintained at the respective location. The payment of wages by the Successful Bidder to their Employees shall be made by ECS/Cheque on or before the 7<sup>th</sup> of the **next month** for the month worked by them. and a certificate on Service provider's Letter Head be furnished to Head-IT/Sr. AGM-IT every month along with the **Acquittance Roll** duly signed by the concerned employees, in confirmation of payment of Minimum Wages and compliance of Labour Laws etc. in each case. IT department of AAAL shall verify all the monthly statutory documents relating to all applicable labour laws submitted by the service provider. The Bidder shall issue a declaration each month along with his bill stating that he has complied with all applicable labour laws in respect of his employees deployed under the contract.
- n. The Successful Bidder shall strictly ensure that minimum wages as stipulated by the appropriate government authority in India is paid each month to the workmen deployed by them. The Successful Bidder shall issue salary slips to

each of the workmen engaged by them, as prescribed under the applicable law, every month in respect of the wages paid. The Successful Bidder shall ensure that the workmen deployed by them are granted one paid holiday in the week. This shall be a mandatory compliance. However such holiday shall not in any way be prejudicial to the interests of AAAL.

- o. The Bidder shall not engage any workmen below the age of 18 (eighteen) years. The Bidder shall produce age proof in respect of the workmen deployed by them.
  
- p. The Bidder shall indemnify AAAL Limited at all times against any damages so caused to the Company on account of Failure on the part of the Successful Bidder to obtain such licenses and permission. The successful Bidder shall furnish **within 45 days** an indemnity Bond as per format attached on a separate non-judicial stamp paper of Rs.200/- duly notarized along with Contract after **LOI is issued**. Copy of the Indemnity Bond to be furnished is attached as **Annexure X**.

#### **7. Indemnification:**

- a. The Successful Bidder shall indemnify AAAL against third party claims arising out of equipment malfunctioning / mishandling or acts and deeds on the part of Successful Bidder's personnel deployed for the work. The Successful Bidder shall also indemnify AAAL for any loss or damage by their personnel to Loss, damage or death of Personnel is dealt with under sub clause 'c' as below. The property of AAAL including aircraft, machinery, equipment or buildings and reimburse to AAAL the expenses incurred by AAAL in this regard, in its entirety. In case, any such amount is not deposited / paid to AAAL, the same shall be deducted from Security Deposit / Bills / future payments due to the Successful Bidder.
  
- b. In the event, AAAL pays or is made responsible to pay the compensation for / towards non-compliance of statutory and labour provisions / any other reason, the Successful Bidder shall indemnify and keep indemnified AAAL for any claims, action, damage, liability and harm of every description which may arise whether directly or indirectly  
in consequence to such non-compliance and reimburse to AAAL the full amount paid by AAAL in this regard.
  
- c. In case of injury, loss or death of AAAL staff due to any act or deed of successful Bidder's employee or due to an accident, the successful Bidder shall arrange to pay AAAL's employee/s or AAAL employee's legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the Successful Bidder. The legal costs and all other costs associated with such injury, loss and/or death shall also be borne and paid by the successful Bidder.

- d. The Successful Bidder shall indemnify AAAL against any events as referred to in this tender document.

**8. Claims for Damage:**

- a. The Successful Bidder shall perform the work assignments with its best efforts and to the full satisfaction of AAAL.
- b. In case of unsatisfactory service, AAAL shall promptly notify the Successful Bidder of any claims / deficiency on the part of the Successful Bidder arising under / out of the Contract.
- c. In case the Successful Bidder, having been notified **by AAAL**, fails to take remedial action within the stipulated time as advised, AAAL, may take a remedial action without any further notice, at the Successful Bidder's risk and cost. AAAL shall also levy penalty / terminate the Contract without prejudice to any other rights which AAAL may have against the Successful Bidder under the Contract.

**9. Compliance of Security regulations:**

- a. The Successful Bidder shall ensure a prior verification of character and antecedents of their personnel from the local police station (No Objection Certificate i.e. NOC) before deployment for the purpose of the Contract, considering that AAAL is a "protected industry" and Airport as "protected area". The same condition applies during any change of their person as the Service Provider is required to ensure 'NOC' is in place for the new person. This will ensure getting the Airport Entry Pass/AAAL entry pass at the shortest possible time. A photograph, copy of police verification of character and antecedents of their personnel for rendering the services shall be furnished by the Successful Bidder to AAAL's Security Department, On award of contract, the Successful Bidder shall arrange Airport Entry Passes (AEP) for their personnel from BCAS /AAAL Pass at their own cost and at the shortest possible time. The Successful Bidder's employees entering the airport for tendered work scope

purposes shall always carry valid passes / permits as issued by BCAS /AAAL. It shall be the successful Bidder's responsibility to submit / surrender AEP / AAAL pass of their employees immediately to BCAS/CISF/AAAL as and when demanded.

The personnel so deployed must be in possession of photo identity cards provided by the Successful Bidder under their signatures, company's name and seal apart from AEP issued by BCAS for the airport entry to be shown if and when demanded by AAAL's officials. The personnel not possessing such identity cards and/or such AEP'S are liable to be refused entry.

- b. All the FMS personnel reporting to AAAL premises shall wear agreeable office dress code.
- c. The Successful Bidder shall have a system to issue / retrieve AEP to / from their employees while they report or leave the AAAL / Airport premises, so as to ensure that their employees are not misusing the AEP.
- d. The Successful Bidder shall have a system to surrender the expired / lapsed / terminated AEP of their employees to the issuing authority. Further, the Successful Bidder should be responsible to renew or obtain new AEP's and maintain the currency of the AEP's as long as their personnel are rendering the services under the Contract.
- e. Any lapse noticed on the part of any employee of Successful Bidder involved in theft / pilferage / malpractices, shall be reported to AAAL Security and suitable action including legal proceedings shall be initiated by the Service Provider.

It shall be the responsibility of the Successful Bidder to ensure that no unauthorized personnel other than those deployed by it specifically for the services, gains access to the Airport premises where and when the services are to be provided. In the event of any entry by any unauthorized personnel, the successful Bidder shall be liable to AAAL, in respect of any damages or losses caused on account of such unlawful entry.

- f. The Successful Bidder at its own cost shall obtain **security clearance** to comply with requirement of Rule 92, of Aircraft Rules 1937 (amended in 2004) from the BCAS headquarters, before execution of the Contract.
- g. The Successful Bidder shall provide to AAAL all personnel's details (name, father's name, age, permanent address & present address) along with passport size photograph, proof of age and educational qualifications of their employees who shall be working under this contract at the respective airports at the time of execution of the Contract. AAAL shall arrange to issue a letter of intent [LOI] on the Successful Bidder before the release of formal contract to enable the Successful Bidder to apply for AEP in time before the commencement of the Contract.
- h. Service provider shall arrange valid entry passes (for new / renewal) to all their Personnel deployed under this contract (including Backup personnel) from the

respective authorities at their own cost. Service provider shall renew the same from time to time. Any delay in renewal shall not be the reason for non-deployment and applicable penalty for absenteeism shall be levied for any delay of more than 7 working days after the expiry date of Airport Entry Pass [AEP]

/AAAL Pass due to non-renewal of AEP /AAAL Pass as per Clause no:25-g of Section - C provided valid Police NOC and Security Training Certificate are in place. This is a prerequisite for taking AAAL's entry pass as well as Airport Entry Pass [AEP].

During any change of FMS person, the service provider is required to deploy the new person with proper NOC so that further procedure to get AEP/AAAL passes **shall be faster** without any undue delay. Also the company ID card of Service Provider is required along with new FMS person's appointment letter. In case NOC and ID Card are not provided to the new FMS person, such new FMS person shall not be allowed in AAAL premises and shall be treated as absent. It is the responsibility of the Service Provider to keep all the NOC of all FMS personnel under this contract valid during the currency of the contract.

- i. The Successful Bidders' person shall not claim any benefit / compensation / absorption /regularisation of services from / in **AAAL** office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the ITFMS person to this effect shall be submitted by the Successful Bidder to AAAL.
- j. AAAL shall reimburse the yearly Training cost paid by the Service Provider for the mandatory Security Awareness Training for AEP purpose, to all the Personnel deployed including all the backup personnel under this contract as per the prevailing rules of BCAS. However for any permanent change of person at any location, the subsequent Training cost on a replaced person shall be borne by the Service provider in that particular year. In addition, the Service Provider shall comply with any new Security Procedures of AAAL / BCAS / MIAL / AAI / CISF / CUSTOMS / respective airport operator etc., as and when put in place.
- k. The person to be deputed by the Service Provider is expected to maintain good & amicable working relation with AAAL officials while carrying out the listed functions.

**11. Conflict of Interest:**

A Bidder shall not have any conflict of interests with regard to the submission of their bids and performance of the services mentioned here in under. Any bidder found to have such conflict of interests, at any time, shall be liable to be disqualified. Any bidder being a competitor airlines or subsidiaries of theirs shall also be disqualified.

**12. Litigation History:**

The Bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder or its constituents shall result in rejection of the Bid. The Bidder is also required to disclose Details any prosecutions for non-compliances or violations of laws by the Labour Enforcement Authorities that are initiated and/or pending and/or disposed for the last 5 years. Suppression of any



information or material in this regard would be construed as a fundamental breach and AAAL reserves its right to take appropriate action including cancellation of the bid, black- listing, forfeiting of the Bank Guarantee etc., as may be deemed fit and proper by AAAL at any time without giving any notice to the Bidder in this regard.

**13. Payment:** Invoice amount shall be calculated based on actual number of days, the manpower was made available. Service provider is required to submit monthly Service Desk call reports in the specified format duly certified by the AAAL location Manager along with the respective monthly bills.

- a. AAAL shall normally arrange to pay the Service Provider within 60 days from the date of submission of invoices with all statutory compliance's as per Clause no: 6 of Section B to AAAL. Taxes shall be deducted at source as applicable. The payment for each bill or part thereof shall be paid on the basis of actual service rendered during that period on all invoices / bills submitted.
- b. AAAL shall not make any advance payment whatsoever. Payment shall be effected from the actual date of Services provided at various locations duly certified by competent authority.
- c. The Service provider shall, while submitting their monthly bill for IT Support Services under clause no: 6 of Section B cited above, certify in writing to AAAL that they have paid and settled all salary and wages along with the Acquittance Roll Duty Roll signed by the Concerned personnel of the Service Provider deployed under this contract as per the Minimum wages act and Contract Labour(Regulation) and Abolition Act due for the preceding month and have duly complied with all statutory deductions / payments and deposits like PF and ESI etc as well as applicable requirements of law in the prescribed format by AAAL as per AnnexureXI. The Service Provider is also required to submit the monthly list of total personnel deployed by them location wise with names while submitting the bill for payment. A copy of above such set of monthly statutory compliance documents shall be sent to IT

Department of AAAL for verification. In case of any deficiency feedback report from our IT Department in the statutory compliance documents submitted by the Service Provider, the Service Provider is bound to take immediate corrective action to meet the statutory compliance of all laws related to Outsourced Labour as per Clause no: 6 of Section B so as to keep AAAL indemnified all the times.

- d. In the event that the Service provider fails to do so as per Clause no: 6 of Section B cited above or if AAAL has reason to believe that the Service provider have not duly complied with the requirements of Clause no: 6 of Section B cited above, AAAL shall be entitled to withhold the payment. In such event, the Service Provider shall have no claim for any compensation or payment or damages on account of such withholding or deduction or non- payment of their bills or part thereof by AAAL.
- e. The Service provider shall prepare monthly penalty amount statement against approved attendance statement by AAAL and all other applicable penalties as per clause no:25 of Section C and finally prepare draft invoice statement amount considering all applicable penalties.

**SECTION C: TERMS & CONDITIONS FOR ALL SCOPE OF WORKS**

1. The personnel deployed by the Service Provider shall be Indian citizens. Age of the personnel deployed shall be of the age group of **19 to 35 years** & shall be medically fit for the job.
2. The qualifications & experience of the personnel to be deployed shall be verified by AAAL as per Section-D and shall be deployed only subject to fulfillment of the requirement. Service provider has to send a list of prospective candidates along with their scanned copy of qualification, experience letter & contact details to AAAL Delhi location DIT in charge for verification. Details should be provided through email and acknowledgement should be recorded. If a candidate is not found suitable, Service provider has to arrange another suitable candidate.
3. The number of shifts & the number of personnel per shift is attached herewith, as Annexure-I. AAAL reserves the right to amend or modify or change depending upon operational requirement by giving one month's notice to the Service Provider.
4. Any component / spares required to carry out first level service of any IT equipment not covered under any of AAAL's existing Comprehensive Maintenance Contract (CMC), the demand shall be put in writing prescribed format or by mail with details of faulty equipment and fault details in the prescribed format & AAAL shall provide the required spares on priority basis.
5. Service provider shall equip their personnel with Tool Kit comprising of 3 and ½ half digit multimeter (quality multimeter similar to Meco DMM63 Model(Indian) shall be procured by the Service Provider for durability), Good Quality screwdriver set, LAN cable tester, RJ45 / RJ11 Crimping Tool Heavy duty Steel plier, Electronic stainless steel plier, Electronic stainless steel cutter and Crone Punch tool for day-to-day maintenance jobs and the same shall be in good serviceable condition. Any unserviceable or missing item of the Tool-Kit shall be repaired / replaced at the Service Provider's own cost. It shall be the duty of the personnel of the Service Provider to keep these tools in their custody; AAAL shall not be responsible for any loss or breakage of these tools. Tool-kit set shall be provided by the Service Provider for location of AAAL as per Section-D,. Non-provision of Tool kit or faulty set of Tool kit shall invite penalty as per clause no:25-f of Section-C. The Service Provider shall arrange to provide two sets of tool kits for location having deployment of four or more persons.
6. AAAL shall provide space & minimum equipment required for diagnostic purposes. Any other support, if needed, shall have to be arranged by the Service provider. AAAL shall

provide the locker facility to keep the Tool-Kit and IT Spares wherever such facilities are available.

7. The support to be provided by AAAL for equipment maintenance shall be limited to "4" and "6" above, and no other assistance shall be provided in carrying out the listed job.
8. Service provider shall ensure that the Personnel deployed shall report to the designated AAAL officer through the Service Provider's FMS Team Leader as per the location, 'on time' & no shift is left with fewer personnel than agreed. The stipulated number of personnel in a shift at locations shall be always available
9. Personnel deployed shall attend to the duties, as instructed to the Service provider by the designated officials of AAAL & shall not indulge in any other activity, in violation of the contract. The power to appoint/terminate, regulate service conditions, as well entire disciplinary/administrative/Technical control shall be exclusively with the Service Provider.
10. Service provider shall instruct all FMS personnel to wear agreeable office dress code, high visibility jackets (approved by AAAL / BCAS / CISF / MIAL) and approved company identity card at their own cost to all deployed FMS/Back up personnel and other non-deployed personnel. The same shall be worn / displayed by all personnel deployed at AAAL premises while on duty. All the FMS personnel including FMS Team Leaders deputed for fieldwork shall be equipped with mobile telephone at the Service Provider's cost & the mobile numbers shall be made available to AAAL officials.
11. Accepting any work of any kind, full time or part time from any person other than designated AAAL officials by deployed personnel is not permissible.
12. Service provider shall ensure that all the shifts including general shift shall be manned as required by the contract. In case of non-reporting of personnel in the following shift, the personnel in earlier shift shall continue their duty till the replacement is provided or the backup personnel should be deployed immediately without any extra cost to AAAL. Failure to do so in any given shift shall invite penalty for absenteeism as mentioned in clause no: 25.d of Section-C, which shall be deducted from the amount payable to the service provider by AAAL for the given shift. The FMS Team Leaders should promptly/immediately inform the respective AAAL DIT Managers by mobile or by SMS or by mail about the said absenteeism, efforts made and replacement provided. Any deployed FMS person reporting late for the duty more than one hour or leaving one hour early shall be treated as absent for the whole shift.
13. The Service Provider is required to intimate AAAL in writing at least 15 days in advance about the change of any of his employees to be effected at any location.
14. Any replacement / transfer of personnel deployed shall be informed to the designated official of AAAL in advance & the new incumbent shall fulfil all the conditions listed herein. AAAL shall consider the initial 15 days of attendance of new incumbent as familiarization training period and the same shall not be part of the attendance. Hence it is the responsibility of the Service Provider to provide the required training through the FMS Team Leaders /other experienced FMS personnel/the outgoing FMS person at the particular location. The Service Provider is required to deploy any new person with the

required qualifications with appointment letter, Service provider's ID card and the local Police NOC (No objection certificate) only at AAAL location during any change of person.

15. As the service is required for all seven days a week, the duty pattern and shift timings including permissible breaks provided by AAAL shall be followed strictly. Shift Duty pattern shall also include split duty timings if any, for which no extra charges shall be payable by AAAL. AAAL has the right to introduce split duty depending upon flight and Office timings at any location during the currency of the contract. The Service Provider is required to bear all the additional conveyance and any other expenses towards their personnel due to the introduction of such split duty.
16. Service provider shall designate a competent official to have fortnightly meetings with Head(IT) /Senior Asst. General Manager(IT) / Asst. General Manager of AAAL as the case be & shall appraise the full particulars; they shall review the performance and ensure that the contractual obligations are fulfilled.
17. AAAL reserves the right to change working locations at a particular City by giving short notice to provide service at such changed locations at the same rate, terms and conditions.
18. AAAL shall give one-month notice for closing down one or more locations, or to reduce the number of personnel deployed in a given location. AAAL has no obligation / lien to re-deploy, the personnel so reduced / removed.
19. Whenever AAAL requires services at additional locations, in addition to existing locations, Service Provider shall provide such services at the rates applicable to the existing service locations in the same city. In case the service is required in any other city in Western Region other than those indicated in the tender, then the rates applicable shall be the same as that of the nearest city geographically.
20. No apprentice / trainee shall be employed by the Service Provider as the job nature is critical to the operation of AAAL and it is not meant for training purposes. If AAAL comes to know about such arrangement by the service provider, the Service Provider shall replace such personnel without any delay, failing which, such personnel shall not be allowed to enter AAAL's premises. Attendance for such personnel shall not be counted. The penalty for such every incident shall be as per clause no:25.d & 25.h of Section-C.
21. Problem escalation level by AAAL on Service Provider shall be at three levels only as per Annexure-II.
22. All back up personnel cannot be counted as deployed personnel and their cost shall be part of the cost of personnel deployed.
23. Duty Roster for deployment of personnel at a particular location shall be handed over to the AAAL official of that location at the beginning of every month by the FMS Team

Leaders. Any change of personnel in the shift pattern shall be informed to AAAL designated Official through the FMS Team Leaders by the Service Provider on a regular basis and the reason for the change effected.

24. Proof of qualification and experience of the personnel to be deployed shall be handed over by the Service Provider to designated AAAL Official at Delhi 15 days in advance before deployment. This condition applies during any change of personnel also.
25. **PENALTY:** Timely service as per schedule provided in this tender shall be the essence of this contract. In case of Failure on the part of the Service Provider to comply with any one or more of the terms of the contract, the applicable penalty clause(s) listed below shall be invoked:
- a. The service provider shall ensure that there are no IT related problems at the back office areas of Airport locations like Traffic/Operations/Hub-Control-Cell(HCC)/ Engineering/Ground Support/Cargo/In-flight service etc. in Delhi and other outstations so that it does not affect the flight operation. However, if a flight delay is attributed to IT system failure due to non-performance of the service provider's personnel at the above offices, a penalty of **Rs.2000/-** shall be levied for every 5 minutes delay beyond 5 minutes of flight ETD with a maximum penalty limit of **Rs.20,000/-** per flight delay.
  - b. Personnel deputed by Service Provider shall take maximum care in maintaining the equipment & attending service calls. Any damage caused to the equipment due to negligence (including not checking the proper neutral to earth AC voltage in power sockets where the IT Equipment is to be connected) or improper handling, shall be repaired / replaced by the Service Provider at their cost without any delay, failing which, AAAL shall get the job done from alternate source & recover the actual cost from the monthly dues payable to the Service Provider.
  - c. In case, AAAL finds the services of one or more personnel unsatisfactory, the same shall be communicated in writing to the Service Provider by AAAL. The Service Provider shall replace such personnel without any delay, but not later than a week, failing which, such personnel shall not be allowed to enter AAAL's premises & it shall be treated as absenteeism. This shall invite the penalty as mentioned in sub clause 'd' below.
  - d. For any shortfall in number of FMS Technical persons to be deployed and Team Leaders it will be construed as a breach of contract and AAAL shall impose penalty for such shortfall at the rate of Rs. One Thousand(Rs.1000) per shift per person. A part of the shift shall be treated as full shift for this purpose. The penalty amount shall be deducted from the monthly dues payable to the Service Provider. Apart from penalty, absent day wage shall be also deducted. Per day wages to be calculated as per the Minimum Wages Act 1948.
  - e. In case of any damage to IT Equipment of AAAL by the personnel of the Service Provider during the course of the repairs / performance of their duty, AAAL reserves the right to impose a penalty amounting to the cost of the damaged part at the prevailing market cost on the Service Provider and the same shall be deducted from the monthly dues payable to the Service Provider.

- f. Non-provision of Tool kit set at a particular location as per Section-D shall invite penalty for **Rs.4,000/-**(refer clause no: 5 of Section-C) on every incident. AAAL shall arrange to provide a tool kit and deduct this penalty amount from the dues to the Service Provider if the same is not provided within one month from the start of the contract at AAAL location.
  - g. Failure to renew the Airport Entry Pass[AEP] for all the deployed personnel within 7 working days after the expiry date of AEP on every incident shall invite a penalty **Rs.1000/-** (refer clause 9 h -Section-B)and the same shall be deducted from the monthly dues payable to the Service Provider.
  - h. In case of Failure on the part of the Service Provider to comply with any other listed conditions apart from the above sub clauses in a, b, c, d, e, f, g, i, j & k, AAAL shall apply **Rs.5000/-** as penalty for every such incident.
  - i. The applicable penalty for violation of the Service Level agreement as mentioned under clause no:1.1&2 of **Section-D** is Rs.500/- per incident.
  - j. In case of Failure on the part of the Service Provider to comply with any other listed conditions apart from the above sub clauses in **a, b, c, d, e, f, g, h,& i**, AAAL reserves the right to terminate the contract and recover from the Service Provider all the losses incurred by AAAL directly or indirectly. The Security Deposit paid by the service provider and / or any other dues payable to the service provider against this contract or any other contract shall be adjusted against such losses and the short fall, if any, shall be made good by the service provider immediately upon receipt of intimation from AAAL to that effect.
  - k. Any FMS personnel deployed at any of the sites is found working on something else not mentioned in the scope of work or any task not assigned will be marked absent for the day as penalty.
26. Without prejudice to the above penalty clause, AAAL reserves the right to take all the remedial actions provided under the law in case of non-fulfillment of contractual obligations by the Service Provider. Further if the total overall penalty amount under Penalty clause no:25 of Section-C exceeds 10% of the total overall monthly dues payable to Service Provider for all deficient services provided for more than six(6)times during the contract period, then AAAL has every right to debar the Service Provider from participating in the next tender for IT Support Services.
27. Service Provider shall maintain E-Log-Book to record all the shift activities by their Personnel at all the AAAL locations. E-logbook needs to be sent to the designated officialsof AAAL on a daily basis through the FMS Team Leader.
28. If the Service Provider is making use of the services of the existing shift person till the next shift and the next shift person reaches AAAL site, which arises solely due to the Service Provider, it shall not be considered as '**overtime**'. Accordingly this overtime amount is not reimbursable. However it is not permitted to any FMS personnel to do more than one shift to fill any absenteeism of the next shift person.

In case of any overtime requirement from AAAL due to flight delays etc, the overtime charges payable to the Service Provider on production of overtime authorization duly certified by the respective location/Station/AAAL Managers, shall be calculated based on

following formula:

Overtime charges per hour in Rs.=(Basic wages rate per day x 2)/7. Wages per day is equal to (Basic wages + Special allowances including D.A)/26 as per minimum wages act. Invoice for such overtime claims (to be indicated separately) shall be part of the monthly invoice.

Wages per day is equal to (Basic wages + Special allowances including D.A)/26 as per minimum wages act.

#### **SECTION-D: QUALIFICATION OF MANPOWER, LOCATIONS, WORK SCOPE & SERVICE REQUIREMENTS FOR IT SUPPORT SERVICES**

This part contains requirements of IT Support Service as per proposed Work Areas mentioned in Annexure I Part-A. Total FMS strength required for this is 6.

#### **Work scope and Service Requirements for IT Support Services [FMS] Services, AAAL,Delhi:**

A	<b>Qualification required for the Technical Personnel:</b>
	The FMS engineers shall be having a minimum qualification of certification course in IT/ITI/Diploma/Degree in Engineering or equivalent qualification with a minimum of <b>two-year experience</b> in Networking and Desktop Support Industry.
B	<b>Locations where IT Support Services [FMS] Services are required currently in Delhi State</b>

#### **C: Service Job Requirements:**

1. The job includes the first level maintenance of all types of IT equipment like Servers, Personal Computers- DeskTops and Laptops, Tablets, Hard Copy Printers (Inkjet / Dot Matrix / Laser / Multifunctional printer / copier machine), Ticket printers (Laser / Dot Matrix / Inkjet), Biometric attendance Machines, Boarding Pass (Thermal) and Baggage Tag (Thermal) Printers, Scanners, All-in-One Printers, Heavy duty Line Printers (LIPI), UPS(Ranging from 600VA to 40KVA), CVT, Isolation Transformers and Network equipment like Routers / LAN Switches / LAN Extenders / Wireless LAN adaptors, Wireless Router, Hardware firewalls ,SDWAN Boxes and related setup, ADSL, Wireless USB dongle, Data card, Audio/Video Conference equipment, USB based PC Camera, IP/Non-IP based CCTV/Industrial camera and its related setup including NVR/DVR, Overhead Projector, Wireless Repeater, Radio Telephony(RT) network equipment and any other new IT equipment to be installed by AAAL in the future.
2. Service Provider shall coordinate with other AAAL's service providers for required preventive maintenance, fault resolution, restoration and other matters for IT equipment, which are already under Warranty / Comprehensive AMC. For out of

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warranty equipment, Service provider shall coordinate with the designated DIT Officials of AAAL for timely resolution of any fault.

3. The Service Provider is also required to liaise with Electrical / LAN Cabling Contractors for the necessary cabling in AAAL premises.
4. For any make of Thermal Boarding Pass / Baggage tag printer installed currently and to be procured in future, the spares shall be provided by AAAL and Service Provider shall provide maintenance support.
5. For all IT equipment for which AMCs are in place, Service Provider has to liaise with AAAL's maintenance contract Service Provider for fault resolution and restoration.
6. The Service Provider's **FMS Engineer or Service Desk** shall be the first point of contact for the users of Delhi and all outstations locations to report all types of problems and accordingly FMS Engineer will troubleshoot and provide solutions to users of Delhi and all outstations.
7. Service provider is required to install and configure Email applications used in AAAL environment for Desktop / Laptop PCs, Smart Mobile phones and Tablet PCs as and when required.
8. Any other IT related service job requirements that shall arise in future at AAAL, the Service provider shall agree to undertake the same.

**9. IT Equipment Maintenance:**

Service Provider shall provide first level of maintenance support for all IT equipment deployed by AAAL. Whenever any IT equipment becomes unserviceable, a standby IT Equipment already provided by AAAL shall be installed immediately to resolve the problem. Under the direction of AAAL Officials, Service Provider is required to liaise with the personnel deployed by AAAL under cleaning of IT equipment contract in Delhi and any other personnel if deployed by AAAL at Outstations in future to ensure periodical cleaning / dusting of Keyboard, mouse, monitor, CPU of Desktop PCs, Server, all types of Printers, LAN Switch, Router, Scanner, UPS, LAN extenders, Digital drivers, Hardware firewalls etc.

10. To maintain the required Service Level Agreement [SLA] for Comprehensive Annual Maintenance Contract [CAMC] for IT equipment released by AAAL with any other Service provider, the personnel of the Service Provider shall carry out the first level maintenance support
11. Service Provider shall install OS, Anti-virus software, Office software like MS Office & Office freeware, Email application used by AAAL for Desktops and Mobiles, SAP ERP System Access and other software that are in use or shall be procured by AAAL in future that is required to be installed on the PC, Laptop, Tablet as well as in Server. Service Provider shall also install service packs, patches, upgrades of all Software for maintenance and upkeep of existing IT equipment as and when required. AAAL shall provide training for installation of specialized software. Service Provider shall identify the PC on which antivirus software is not loaded and advise AAAL accordingly. Similarly



if antivirus updates are not being loaded, Service Provider is required to liaise with AAAL's antivirus solution provider and rectify the same. Service Provider shall also liaise with M/s Microsoft for activation of Windows OS /MS Office software.

12. Service Provider shall do the job of 'Data transfer' from old PC to New PC along with installation of OS / Application Software, service packs, patches, upgrades as and when required.
13. Reports: The Service Provider is required to provide a daily report of all support calls logged in the given AAAL format. Detailed format specific to each AAAL location shall be provided by AAAL.
14. The Service Provider shall coordinate with AMC service provider for Office equipment like Air-conditioner for its upkeep in all the IT rooms in AAAL's network.
15. For any Office IT equipment like Multifunction printer(Xerox) and Fax machine etc, the Service Provider is required to provide first level maintenance support.
16. Only at all Outstations, For any technical advice, the Service provider is required to contact the respective AAAL Manager and Manager-Tel:011-25672730 in Delhi. The Service Provider is also required to provide the monthly statement of expenditure of all Telephones, Broadband lines,Internet Dongles in excel sheet to Manager, Delhi with a copy to the respective AAAL location Manager. For any

new Voice/Wireless Data facility, the Service Provider is required to provide the required Technical assistance to the respective Station Manager /Airport Manager and shall keep Manager, Delhi and the respective location AAAL Manager informed about the progress of such new facility.

**D: Preventive Maintenance:**

The Service Provider shall arrange to carry out quarterly preventive maintenance for UPS and Network equipment like Cisco Router / Switches /Hardware Firewalls etc.as per the copy of the AMC /Original purchase order provided by AAAL by liaising with the respective AMC /Warranty vendors. Schedule and procedures for preventive maintenance shall be carried out as per the manufacturer's recommendation wherever applicable. The Service Provider is required to submit the report in the specified format on quarterly basis to AAAL.

**E: Functions and Activities to be carried out by the Service Provider****1. Maintenance Activities:**

- i. Managing all the sites of the respective location.
- ii. Monitoring the network to resolve the problems and to proactively warn the Users and AAAL DIT Officials of network Failure.
- iii. Monitoring of servers to note Failures before customers become aware of them.
- iv. Monitoring network error rates and notifying MTNL / BSNL / any private service provider so that action may be taken before a serious Failure occurs.
- v. Monitoring the network to determine capacity usage, and escalating to AAAL asrequired.
- vi. Monitoring network usage trends.
- vii. Monitoring links usage patterns, identifying existing and potential bottlenecks, and making recommendations.
- viii. Monitoring Network Security.
- ix. Tuning of the network based on analysis reports.
- x. Maintain latest configuration and Network diagrams.
- xi. New installation / shifting of IT Equipment.
- xii. Advise AAAL of steps needed to improve network reliability and disaster recovery.

- xiii. Resolution of such network faults shall be done within the time frame defined by the Service level agreements [SLAs].
- xiv. Projection / Planning and Inventory of IT equipment / spares.
- xv. Coordination with Electrical / LAN cable contractors for all jobs related to cabling.
- xvi. Management of complete networks (including Intranet / Internet) at all the locations and associated Hardware / Software.
- xvii. Monitoring and updating the anti-virus software.
- xviii. Monitoring of AAAL's SAP ERP Server connectivity to provide minimum first level support to the users of SAP ERP IT equipment and to liaise with the Centralized Help Desk set up by AAAL & SAP Vendor for follow up of any problems related to SAP ERP Software access.
- xix. Monitoring of AAAL's DMS Server connectivity to provide minimum first level support to the users of DMS IT equipment and to liaise with the Centralized Help Desk set up by AAAL for follow up of any problems related to DMS IT equipment.
- xx. Providing first level support to AAAL Hub Control Cell(HCC)/Flight Despatch users of IOCC (Integrated Operation Command Centre) by contacting the IOCC help desk to resolve any issue.
- xxi. Providing first level support to AAAL users of CMS (Crew Management System) by contacting the CMS help desk to resolve any issue.
- xxii. Providing first level support to Microsoft Azure Active Directory & Cisco Umbrella implementation.

**2. Back-up Management:**

Service Provider shall ensure serviceability of all standby Equipment at all the time.

**3. Monitoring System Performance:**

Some performance parameters that have to be monitored frequently by the Service Provider are:

- i. System Response Time for various transactions.
- ii. Performance Reports as per AAAL's requirements.
- iii. Maintenance of Communication Log-Book to record all the shift activities.
- iv. Recurring problems / issues need to be discussed with AAAL and rectified on a continuous basis.

**4. Data Circuit Management:**

- i. The Service Provider shall have to monitor all the data circuits' connectivity like RF Link / any private service provider, WAN Network, local intra city Leased lines of any private/Govt. service provider, Wireless Connectivity, Broadband Internet for fault reporting / resolution. The Service Provider shall try to reduce the downtime by immediately using the standby resources i.e., lines and network equipment.
- ii. Service Provider shall have to coordinate with the AAAL's RF link service provider for installation, operation and upkeep of AAAL's RF Link network.
- iii. Fault Resolution:  
The Service Provider shall ensure that the downtime due to line fault / IT equipment is kept bare minimum for the following:
  - a. Failures of network equipment like Digital drivers / Modems / Routers / Switches / LAN Extenders / Wireless LAN access point / Wireless LAN adaptors / repeaters etc.,.
  - b. Shutdown or Failure of Network Services on a node.

**5. Inventory Management**

The Service Provider is required to track and maintain a physical inventory of all types of IT equipment at various sites of AAAL in the given format. The Service Provider shall have to keep updated record of all IT equipment under AMC / not under AMC / under Warranty which are

sent for repairs to the respective Service Provider as well as the IT equipment kept as standby. The Service Provider shall ensure the return of IT equipment after their repairs. A daily report in this regard shall be submitted to AAAL as per the required format.

The Service Provider shall also arrange to put Asset Tags / Numbers on all the IT equipment at all the locations where the Services are required. Service Provider is required to update the inventory record as and when any IT equipment is added and removed from a given location. Also if an Asset is transferred from one Location to another location of AAAL, the Service Provider shall keep track of its safe dispatch and receipt by the Destination location / Station and also update the Asset records of both locations. The Service Provider shall arrange to get the IT Equipment packed properly with the help of manpower provided by AAAL before its dispatch. The Service Provider shall also liaise with the respective Station /DIT Officials for availability of good quality and sufficient quantity of packing materials to avoid equipment damage during transit. A monthly update shall be furnished by the Service Provider in this regard to AAAL. The Service Provider is also required to help AAAL in identifying the old and obsolete IT equipment for scrap. Asset management features of Incident Management Software supplied by the service provider shall be utilised for inventory management.

**6. Network / Electrical Diagrams**

The Service Provider shall have to maintain updated LAN / WAN network / Electrical diagrams giving details about the network equipment, configuration details, IP addresses of all IP enabled IT devices, LAN / Electrical cables' routing, and other details at a given location. These diagrams shall have to be updated promptly as and when any changes take place in the network. These updated diagrams approved and given by AAAL, shall be displayed prominently in IT room for day-to-day maintenance purpose.

**7. Vendor Management**

- a. The Service Provider is required to liaise with various internal / external agencies (vendors) of AAAL for maintenance related activities as below:
- b. Interaction with Central Site support team of AAAL for Mainframe related problems
- c. Interaction with various LAN / Electrical Cabling contractors / AMC vendors of IT Equipment / Vendors of IT equipment under warranty / Air-conditioners / Multifunctional printer / copier machine (used as hard copy / scanner) / of AAAL. The Service Provider shall bring immediately to AAAL's attention any issue that shall have an impact on AAAL's services.
- d. As and when required, the FMS person is required to take the faulty equipment to any outside servicing party for any critical repairs.

**8. Network Security**

The Service Provider shall have to ensure that the Anti-Virus software on Servers / PCs provided by AAAL is installed and updated regularly. Also the Service Provider shall inform AAAL well in advance about the expiry date of Anti-virus software so that necessary anti-virus software updates / new Software can be arranged and provided to the Service Provider for installation by AAAL before the expiry date. The Service Provider shall Monitor all Desktop Antivirus periodically and update AAAL DIT Managers.

**9. Consumables Management**

The Service Provider shall do management of consumables for printers ie stationery,

printer head, printer ribbons, cartridges, Toners and CDs / DVDs etc. All the consumable spares including Printer head shall be supplied by AAAL. The Service Provider shall have to ensure availability of adequate stock of consumables required. AAAL shall provide appropriate storage space for stocking consumables.

**10. Maintenance and Inventory Management of Software**

Service Provider shall update the new Software releases / patches as and when required for Servers / PCs as per the guidelines provided by AAAL. Service Provider is required to maintain the Software and also maintain an inventory of Software Licenses at a given location and the same shall be furnished to AAAL on a continuous basis. The Service Provider is required to load the Software model and version as per the available license information and shall not illegally load any software without a valid license. All the DVDs /CDs of the Original licensed software shall be safely kept at the respective AAAL location by the Service Provider. Copy of all types of legal and freeware software shall be burnt on CD /DVD by the Service Provider at all the locations for immediate support of all type of IT Equipment.

**11. Network Equipment Start-up and Shutdown**

The Service Provider shall inform all the users in case of any planned shutdown of network equipment like Router / LAN Switch / LAN Extender or sudden Failures of network equipment as and when necessary. This shall also be communicated to the

concerned AAAL DIT Official and all major IT users. In the event of a Router / LAN Switch / LAN extender crash in a particular location, effort shall be made to restore the Router / LAN Switch / LAN Extender with minimum loss of time by the Service Provider by interacting with the concerned AAAL DIT Official.

**12. Warranty and AMC Administration**

Service Provider has to keep track of warranty date of new IT Equipment and expiry dates of AMC of different IT equipment and follow up with AAAL official for timely renewal with the respective AMC vendor for continuous service support.

**F: OTHER REQUIREMENTS:**

1. One Team Leaders are required at Delhi Location. Team Leaders are required to be present at the respective location for all days except Sundays. Team Leader is required to ensure that all the personnel of the Service Provider report in time for the shift duty and no shift is left unattended. They shall also assist AAAL in all IT related functions at the respective location within the scope of this FMS. Whenever AAAL requires additional IT FMS Personnel in any new location(s), the Service .
2. **Service Provider** (person from the vendor team, not any of the deployed personnel) of respective locations are required to monitor any absenteeism of the personnel and shall arrange to provide timely replacement of the personnel at any location. Service Provider (person from the vendor team) is required to ensure timely submission of monthly invoices to AAAL along with attendance reports of all FMS personnel deployed under this contract, proof of monthly PF and ESI payments along with the signature of the authorized signatory of the Service provider in the specified format to be provided by AAAL. Also the Service provider shall submit the qualification documents of the newly deployed FMS person.
3. Service Provider is required to ensure timely renewal of all Entry passes of all the

personnel deployed under this contract so that no shift is left unmanned for want of entry pass for their personnel.

4. FMS Team Leader is required to get the monthly updated Asset inventory reports from all locations. He/She shall help AAAL in identifying old asset which can be put for scrap by IT department. FMS Team Leader is also required to liaise with Govt./ any Private Service provider's personnel and their own technical personnel deployed under this contract for timely restoration of all MPLS / ISDN / Broadband back up circuits / Internet ADSL connections/any other main or backup ISP / Data links in all locations. He/She shall coordinate directly with AAAL officials for day to day functioning for all purposes. Any other function not mentioned above but mentioned elsewhere under Functional terms- **Section - C** and Work scope and Service requirements-**Section-D** in this contract, shall be the responsibility of FMS Team Leaders.
5. In case the Team Leader is absent for a day or more, the Service Provider shall arrange to provide a replacement Team Leader so that there is no disruption in the supervision. Availability of Team Leader is very critical for smooth functioning. **Any absenteeism of Team Leader shall attract penalty as per clause no: 25 of Section-C.** Service Provider is required to submit a timely monthly attendance report to AAAL.

**Service Provider** are required to ensure timely renewal of all Entry passes /NOC/Security Awareness Training of all the FMS personnel deployed in the areas under their control so that no shift is left unmanned for want of entry pass for their personnel.

6. Initial orientation and familiarization of AAAL network to Service Provider's personnel shall be given by AAAL only at Delhi.
7. The Service Provider shall arrange to provide AEP for FMS Team Leaders to enable them to visit the respective Airports as and when required for necessary supervision of the FMS personnel deployed.
8. Service provider may install basic biometric attendance machines to record in and out timing attendance for all deployed FMS personnel as per locations mentioned in Annexure-I .This record will be used for monthly attendance purposes. AAAL reserves the right to add or remove the requirement of these machines at any or all locations.
9. The Service provider shall ensure that the workmen deployed by them are granted one paid holiday in the week. As per Annexure I part A, currently there are Delhi locations (subject to change based on flight operation) with 6 manpower where there is 7 days requirement. Service provider shall deploy a backup person in such a way that one weekly off is given in the week for each deployed person. AAAL will reimburse those days filled by backup person on a per day rate basis. Per day rate for such arrangement shall be calculated by dividing Total charges per person per shift by **26 days**. Considering a total average four days weekly off in the month, for Delhi locations with 6 FMS Engineers would be 24 days. Service provider is required to provide the initial orientation and familiarization to all backup persons and at least 15 days on site experience to designate as backup Engineer after AAAL official approval.
10. Problem escalation level shall only be three. (Refer Annexure II)

**I. Service level requirement [SLA]:**

1. The most critical IT equipment like PCs, Printers, Scanners, Modems, Digital Drivers, Routers, Hubs / Switches, LAN extenders, RT ROIP Network unit, UPS / CVT / Isolation

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder

**Tender no.: AAAL/IT/2022-23/299**

**Date: 11/01/2023**

Transformers etc installed at ED[West] Office, Old Airport Network Operation Centre(NOC), GM[Commercial] Office, Reservation(at Airports and BOs), Hub Control

Cell[HCC], Flight Despatch, In-Flight Service[IFS], Airport Ground Handling[GH], Engineering Line Maintenance[LM], Airport Security, Alliance Air, AAAL Express, Airport transport, Cargo Arrival, Cargo Departure, Baggage Reconciliation System(BRS), Catering Offices in Delhi and outstations, Outstation locations- Departure check-in control, Departure area Transfer Desk, Load planning, Service Controller sections, Computerized Check-in Control (CCC), Advanced Check-in at Outstation Booking Offices and Special Services Unit(SSU) of Airport Offices in Western Region and any first level problem (resolvable) due to the device's hardware or software or network related, shall be resolved within one hour by the Service Provider. Any problem which cannot be resolved immediately, shall be brought to the notice of the respective AAAL Official for early resolution of the same.

In case there is a violation of the above Service level agreement, AAAL shall impose penalty as per clause no:25.i of Section-C.

2. The other IT equipment installed in areas other than the above critical areas and in Back offices mentioned as less critical at remote areas such as Operations,GH Buildings, Engineering complexes, MMD,Finance, Personnel, Allied Offices etc., the resolution time for them shall be within four(4) working hours for any resolvable issue. Problems which could not be attended on the same day shall be resolved on the next working day before the lunch break if the working spare is provided by AAAL except printers. For any Printer problem resolution, the same shall be completed within 2 working days if working/new spare of specific printer model is provided by AAAL Service Provider shall have own support system to meet the above SLA. Service Provider is required to provide to AAAL daily / monthly / quarterly call log report for the respective location as per the actual incidents recorded by the FMS Personnel of the Service Provider.

In case there is a violation of the above Service level agreement, AAAL shall impose penalty as per clause no:25.i of Section-C.

3. Service Provider shall have monthly review with the respective DIT AAAL Officials to improve the quality of service.

**Annexure - I****Proposed Work Areas of IT Support Services with Shift Requirements**

**Part-A** (Technical Personnel Requirement, shifts to be covered per day) - Domestic Operations in Delhi and combined operations in Outstations.

Sr No	STATION/LOCATION	Morning Shift person	Afternoon Shift person	General Shift person	Remark
		8 Hrs	8 Hrs	8 Hrs	
1	Delhi	1	1	4	Minimum strength from Mon to Fri (6), Saturday (4) and Sunday (2)
GRAND TOTAL		6			

**Note:**

1. Timings at all Airport / City Booking office Locations are subject to change as per Flight operations / AAAL office requirements.
2. Services are required on all days as per AAAL flight operations in Part A and Part B which are subject to change.
3. Split duty is as and when required at Airport as per flight operations.
4. General shift timing shall undergo change as per AAAL requirements. The party is required to follow the same as and when it is implemented.
5. Service Provider is required to cover the weekly-offs/leave of the FMS personnel with the sufficient number of backup personnel where services are required on all 7 days.
6. All FMS personnel including FMS Team Leaders performing General shift timings, shall normally observe AAAL working hours. However based on requirement, FMS/Team Leader shift timings may change.

\*\*\*\* \*\*

**Annexure - II**

**Format for Call Escalation Matrix [Only Three levels]:**

Location wise Contact Details	Level I	Level II	Level III
Name of the person:  Designation:  Address with Fax no:  Mobile / Telephone No:  e-mail address:			



**Annexure-III****A: Technical Bid Evaluation Criteria**1. Name of the contract: **IT Support Services for AAAL Limited (AAAL)**

2. Name of Bidder : \_\_\_\_\_

3. Address : \_\_\_\_\_

: \_\_\_\_\_

: \_\_\_\_\_

Tel.No \_\_\_\_\_ Fax No \_\_\_\_\_ Mobile No: \_\_\_\_\_

email id: \_\_\_\_\_

4. a. Name &amp; Designation of the Contact Person: \_\_\_\_\_

b. E-mail ID of the above contact person: \_\_\_\_\_

c. Mobile No: \_\_\_\_\_

5. Particulars of Requirements :

Requirements	Details	Complied (Yes/No)
a) The service provider shall be a public/private limited Company registered under Indian Companies Act, 1956 or a partnership firm or a sole proprietorship firm or a public/private limited company duly registered under the concerned acts applicable for conducting business in India. (Company Incorporation Certificate proof to be attached)		
b) Existing Valid relevant Licenses Details Under Contract Labour (Regulation & Abolition) Act 1970 showing up-to-date renewal:		
c) Provident Fund Registration No:		
d) ESI Registration No:		
e) GST Registration No:		
f) PAN /TAN No.:		
g)Registration with any recognized regulatory / quality / safety Agencies [e.g. DGCA / ISO / IOSA etc and quality accreditation certificate like valid ISO 9000/IS14000 ]		
h) BCAS Security Clearance approval copy (if already in place) (Not Mandatory)		
i) MSME Registration certificate (if any) (Not Mandatory)		
j) The Service Provider is required to		

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder

provide the PF and ESI Returns for 2020-21 or 2021-22 if filed.		
k) Copies of PF challans for the last three months		
l) Copies of ESI challans for the last three months		
m) Copy of PF and ESI returns for 2020-21 (if filed) or 2021-22		
n) The service provider should not have been into any kind of legal dispute or arbitration ongoing with AAAL or its subsidiaries or any other Public / Government sector organization.		
o) Has the bidder ever been black listed in last five year by any Public Sector / Government agency (Yes / No) ----- ----- If YES, please provide reasons thereof with period till it is / was in force. If No - Submit undertaking.		

(Self-attested photocopies of the above to be enclosed)

6. Experience in the field of IT Support Services for the past five years:  
(Please enclose copies of valid existing and completed contracts/PO, substantiating the proof of past Five years' experience from financial year 2017-18 onwards in the area of IT Support services.)

Period(FY-2017-18 Onwards)	PO Details and last invoice of the PO for verification
2017-18	
2018-19	
2019-20	
2020-21	
2021-22	

7. Proof of having provided FMS services to a minimum of three customers in the past five financial years i.e., from the financial year 2017-18 onwards and having provided at least 50% FMS personnel of subject tender requirement in one single project of the last two financial years.

Period( FY-2017-18 Onwards)	Name of 3 customers	Name of customer having provided at least 50% FMS personnel of subject tender
2017-18		Not Applicable
2018-19		Not Applicable
2019-20		Not Applicable
2020-21		
2021-22		

8. Average Annual Turnover (**Rs.4 Crore**) for the last two Financial Years:

Sr No	Financial Year	Annual Turnover in Rs. Crores (audited)
1	2020-21	

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder

2	2021-22	
Note: if the audited figure is not available for <b>2021-22</b> . Turnover certified by CA is required for <b>2021-22</b> .		

9. Proof of having executed one IT FMS contract of at least Rs.1 Crore per annum from at least one organization in any of the last three financial years i.e. from financial year 2019-20 onwards.

Period (financial year 2019-20 onwards)	Name of the client
2019-20	
2020-21	
2021-22	

Note: For any contract executed in financial year **2021-22**, certificate from Chartered Accountant is to be furnished for at least one IT FMS contract value of Rs.One Crore or more if accounts are not audited.

10. Details of Bid Security Declaration Form :

SN	Details	Yes	No
1	As per Annexure XIV		

### **B.Check List Sheet For Technical Bid**

Following documents are to be annexed with Technical bid:

SN	Details	Yes	No	Pg.no.
1	Bid Security Declaration Form			
2	Self-attested photocopies of the following:			
A	Incorporation certificate			
B	Existing Valid Contract Labour license			
C	PF Registration			
D	ESI Registration			
E	PAN / GIR No.			
F	GST Regn. No			
G	Registration with any other recognized regulatory / quality / safety agency			
H	Copies of Income Tax Return for the last three financial years <b>(2019-20, 2020-2021 and 2021-2022)</b>			
3	Copies of Audited Balance sheet and P / L Account for the last 2 years <b>(2020-2021 &amp; 2021-2022)</b> .If the audited figure is not available for <b>2021-22</b> . Turnover certified by CA is required for <b>2021-22</b> .			
4	Copies of PF challans for the last 3 months			
5	Copies of ESI challans for the last 3 months			

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder

6	Copy of PF and ESI returns for 2021-22 (if filed) or 2020-21.			
7	Self-certified copy of executed one IT support contract /PO value of <b>Rs.1 Crore</b> during <b>FY2020-21 to FY2021-22</b>			
8	Copies of major contracts depicting the experience (as <b>detailed in Para 6, 7 &amp; 8</b> of Technical Bid-Part A) with the list of clienteles			
9	Certified true copy of Power of attorney on non-judicial stamp paper of Rs.100. Legal advice on this clause. Refer Finance comment ' can board resolution suffice'. Please provide correct guidelines.			
10	Affidavit on non-judicial stamp paper of Rs.100 (one hundred) confirming that all the information furnished by the Bidder in the bid are correct and the bidder binds himself with all the stipulations of the bidding document.			
11	Declaration from the bidder that he/she has read, understood and signed on each page of the tender document and agrees to abide by all the terms and conditions.			

I/We hereby confirm that I/We am/are authorized to sign the tender document and the information given is true and correct to the best of my/our knowledge and no material information is concealed. I/We agree to the terms & conditions to this tender.

Seal of Company

Signature  
(Authorized Signatory)

Note:

1. Separate sheets shall be attached if the Bidder wants to give any additional information.
2. The Bidder is required to number all the pages of this tender document along with all the supporting documents and submit under Envelope 1.

#### **Annexure-IV**

#### **ACCEPTANCE OF TERMS AND CONDITIONS**

1. I/We have carefully gone through and have understood and hereby agree to unconditionally abide by all the terms and conditions, required work scope/service Details and specifications governing the Tender.
2. I/we hereby confirm that I/we are authorized to sign Bid documents and the information given in the Tender is true and correct to the best of my/our knowledge and belief and nothing material is concealed.
3. Rates quoted by us in the Price Bid Format will remain firm for a period of 90 days from the date of opening of the Technical Bid.
4. We confirm that the prices/ rates and taxes as quoted by us in the Price Bid are final and no additional Cost shall be applicable to AAAL. We also confirm that there is no hidden cost to AAAL over and above those indicated in the Price Bid format.
5. In case AAAL decides to place a contract on us, we agree to maintain our quoted rates firm till completion of the Contract.

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder

**Tender no.: AAAL/IT/2022-23/299**

**Date: 11/01/2023**

6. We confirm that the benefit of reduction in Statutory Taxes/Levies, if any arising during the Contract Period, if awarded in our favour would be passed on to AAAL wherever applicable.

7. I/we confirm that /we do not have any relative who is an employee of AAAL or its subsidiaries and is likely to benefit us during the Award/implementation of the Contract.

8. I/we also indemnify that any subsequent detection of direct or indirect beneficiary of any application/award of any contract to any employee of the organization may result in disqualification/termination as the case may be. AAAL will have the sole discretion to do so and such cases cannot be referred for arbitration.

9. All the Pages of SECTIONS A TO E are duly stamped and signed. Date : \_\_\_\_  
Place: \_\_\_\_\_

Signature \_\_\_\_\_

Name & Designation:- \_\_\_\_\_

Company Name & Seal: \_\_\_\_\_

**Annexure-V**

**UNDERTAKING FROM BIDDERS**

I / We .....confirm that I / we do not have any relative, who is an Employee of AAAL or its subsidiaries and is likely to benefit us during the Award / implementation of the Contract. I / We also indemnify that any subsequent detection of direct or indirect beneficiary of any application / award of any contract to any employee of the organization may result in disqualification / termination as the case may be. AAAL or its subsidiary will have the sole discretion to do so and such cases cannot be referred for arbitration.

Date : \_\_\_\_\_

Place: \_\_\_\_\_

Signature \_\_\_\_\_

Name & Designation:- \_\_\_\_\_

Company Name & Seal: \_\_\_\_\_

**Annexure-VI**

**BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To  
**Chief Finance officer - (Delhi )**  
AAAL Limited, Delhi.

WHEREAS ..... (name and address of the service provider) (hereinafter called "the service provider") has undertaken, in pursuance of contract **Tender No.:AAAL/IT/2022-23/299** to supply **(IT Support Services for AAAL Limited (AAAL)** (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the service provider such a bank guarantee; NOW THEREFORE, we ..... Bank, hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of.....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the service provider 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 shall be valid until the ..... day of ..... 20\_.....

(Signature of the authorized officer of the Bank) .....

Name and designation of the officer

.....

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

**Annexure-VII**

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

To Head-IT, Delhi, AAAL, .....

Subject : Authorisation for attending bid opening Tender No.

\_\_\_\_\_ Closing Date:\_\_\_\_\_ Opening Date \_\_\_\_\_

Opening Time \_\_\_\_\_

TENDER NO:

I/We agree to comply with all terms and conditions Signature and stamp of Bidder Page

89 of 96 The following person(s) are hereby authorised to attend the Bid opening for the

Tender mentioned above on our behalf. Sr. No Name E-Mail ID Contact No. Signature I. II.

Authorised Signatory Note : 1. Permission for entry to the hall where bids are opened,

may be refused in case authorization as prescribed above is not received. 2. The

authorized representatives, in their own interest, must reach the venue of bid opening

well in time. 3. The authorized representatives must carry a valid photo identity.



**Annexure-VIII**

**LETTER OF AUTHORIZATION FOR ATTENDING PRE-BID CONFERENCE**

(To reach Head-IT, Delhi on or before date of Pre-bid Meeting )

To Head-IT,  
Delhi AAAL,  
.....  
.....

TENDER NO:\_\_\_\_\_I/We agree to comply with all terms and conditions Signature and stamp of Bidder Page 90 of 96 Subject: Authorization for attending Pre-bid Meeting Tender No.\_\_\_\_\_Due Date:\_\_\_\_\_Pre-Bid Meeting Date :

\_\_\_\_\_The following person(s) are hereby authorized to attend the pre-bid Meeting for the Tender mentioned above on our behalf. Sr. No Name E-MAAAL ID Contact No. Signature I. II. Authorised Signatory Note: 1. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not received. 2. The authorized representatives, in their own interest, must reach the venue of bid opening well in time. 3. The authorized representatives must carry a valid photo identity.

## ANNEXURE-X

**INDEMNITY BOND**

THIS INDEMNITY BOND is executed on this \_\_\_\_the Day of \_\_\_\_\_ 2023 ,by \_\_\_\_\_

\_\_\_\_\_ having, it Registered Office at \_\_\_\_\_ hereinafter referred to as Service Provider (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successor and assigns).

Whereas \_\_\_\_\_ (name of the Service Provider) shall enter into an agreement with **AAAL**, a Company hereinafter referred to as "AAAL" incorporated in New Delhi under Companies Act, 1956 having, its Registered Office at Alliance Bhawan, IGI Airport, Terminal-1, New Delhi-110037 (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successors and assigns) and whereas the Service Provider by means of an agreement shall provide IT Support Services to AAAL premises in Delhi Region at Delhi.

1. In terms of Clause 6a in SECTION B of the terms and conditions specified in the Tender Document no: **AAAL/IT/2022-23/299**, the Service Provider agrees to undertake to keep AAAL indemnified against any claims / cost / damages and penalties in respect of breach of any Labour Laws both Central and State as in force from time to time..
2. In terms of Clause 6b in SECTION B of the terms and conditions specified in the Tender Document no: **AAAL/IT/2022-23/299**, the Service Provider agrees to be responsible for ensuring the compliance of Labour Laws both Central and State especially, but not limited to Employees State Insurance Act, 1948 and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961 and Delhi Labour Welfare Fund Act, 1953 as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any other provisions of Labour Laws and shall indemnify AAAL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of Laws in force.
3. It is further agreed that the Service Provider shall, within One Month from the receipt of LOI (letter of intent), obtain Form-V from AAAL and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority & deposit a copy with AAAL at the time of commencement of the job.
4. It is further agreed that the Service Provider shall indemnify AAAL against any claim/s with regard to Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Contract Labour (Regulations & Abolition) Act, Workmen Compensation Act, Shops and Establishment Act, Factory rules Act, Payment of Bonus Act, Delhi Labour Welfare Fund Act, any Acts/Laws prevailing during the validity of the contract applicable to the Service Provider and other emoluments/allowances payable to the workmen deployed by the Service Provider during the validity of the Contract. The Service Provider confirms that all records of payments including Wage Registers/Muster Roll/Bank Clearance Statements/Overtime incurred penalties and advances if any in respect of the workmen engaged by the Service Provider shall be maintained and produced as and when required by the AAAL and/or any other third party including Government Agencies/Authorities.

5. The Service Provider further confirms that necessary ESI/PF payments in respect of the workmen engaged by the Service Provider shall be made during the tenure of the contract within the time schedule as specified under the applicable Acts and further indemnifies AAAL against any claim/s and liabilities arising out of the contract during the validity of the contract.
6. The Service provider also confirms that the relevant records pertaining to half yearly returns in respect of ESI and Annual returns in respect of PF filed by the service provider shall be submitted to the AAAL from time to time. The Service Provider also undertakes to produce the relevant documents in respect of the various returns and the payments made during the tenure of the contract in respect of the workmen engaged by the Service Provider before any third party, Government Agency/Authority. The Service Provider also confirms that the Service Provider shall maintain all records relevant to the record of ESI/PF deductions/deposits made and shall produce the same before the AAAL as and when required and/or required by any third party, Government Agency/Authority.
7. The Service Provider hereby indemnifies and agrees to keep the AAAL indemnified, during the period of the contract and even thereafter, to make good any losses, payments, penalties incurred by the AAAL on account of non-compliance of whatsoever nature on the part of the Service Provider in the matter of all applicable legislations with regard to his employees deployed on contract awarded to them by the AAAL.
8. The Service Provider hereby indemnifies and agrees to keep the AAAL indemnified, against any clause elsewhere as referred to in this tender document No. AAAL/IT/2022-23/299 which specifies so.

Signed, Sealed & Delivered

Within the named

\_\_\_\_\_

\_\_\_\_\_

Through their Director/Proprietor/

Representative.

Witness:

1

2

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder

**Annexure -XI****Format to be filled by the Service Provider and Cross Checked by the AAAL, DIT**

Self-Certification for payment of ESI / PF as per format given shall be submitted with the monthly bill.

"Certified that We, .....Service Provider, under Tender No ..... have made full (both employers and Employees share) Contributions towards ESI / PF, in respect of personnel engaged by me / us under the said contract to ESI / EPF Commissioner on ....."

**ESI PAYMENT DETAILS:**

Month		Total workers covered under ESI	Total ESI payable @ 4% (3.25% + 0.75%)	Total amount of ESI paid	ESI paid vide challan dated	Remarks
	Total no. of workers engaged					
Month	Penalty payment if any for the month of _____ paid vide challan dated					
	Rupees in words:					

**PF PAYMENT DETAILS:**

Month	Total no. of workers engaged	Total PF payable @ 24% (12%+12%) of Basic & DA.	Total amount of PF paid	PF paid vide challan dated	Remarks
<u>Month</u>	Penalty payment if any for the month of _____ paid vide challan dated				
	Rupees in words:				

(Signature of the Service Provider)

Name: \_\_\_\_\_

Stamp:

Date:

Encl:

- ESI Challan
- PF Challan
- Penalty Challan ESI / PF
- List of workers engaged for AAAL for the month of \_\_\_\_\_
- Muster roll for the month of \_\_\_\_\_
- Wage Register / Bank clearance statement (if payment through ECS) for the month of \_\_\_\_\_

**TO BE FILLED IN BY THE USER DEPARTMENT :**

It is to certify that all the above mentioned documents for the month of \_\_\_\_\_ have been received along with the bills for the month of \_\_\_\_\_

The bills submitted by \_\_\_\_\_ for IT Support Services at \_\_\_\_\_ are certified for payment.

Signature of the Representative from the User Department

Name:

Designation:

Stamp:

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder

**Annexure-XII**

The Contract Labour (Regulation and Abolition) Central Rules, 1971

**FORM XVIII**

**[SEE RULE 78(1) (A) (I)]**

**FORM OF REGISTER OF WAGES-CUM-MUSTER ROLL**

Name and address of Contractor \_\_\_\_\_

Name and address of Establishment in/under which contract  
is carried on \_\_\_\_\_

Name and address of Principal Employer \_\_\_\_\_

Wage Period: Weekly /fortnightly

From \_\_\_\_\_ to \_\_\_\_\_

A	B	C	D	E	F	G	Amount of wages earned					M	N	O	P
							H	I	J	K	L				

- A. Sl. No
- B. Serial No. in register of workman
- C. Name of employee
- D. Designation/nature of work
- E. Daily attendance units worked
- F. Total attendances units of work done
- G. Daily rate of wages/piece rate  
Amount of wages earned
- H. Basic wages
- I. Dearness Allowance
- J. Overtime
- K. Other cash payments ( nature of payments to be indicated)
- L. Total
  
- M. Deductions, if any, (indicate) nature
- N. Net amount paid of work
- O. Signature/Thumb Impression
- P. Initials of contractor or his representative

1 Subs. by G. S. R. 948, dated, 12th July, 1978 (w.e.f. 22-7-1978).

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder

**Annexure-XIV**

**Bid Security Declaration Form  
(On company Letter head)**

Date : \_\_\_\_\_

Tender No. AAAL/IT/2022-23/299

To (Insert complete name and address of the **Buyer/Purchaser**)

I/We the undersigned, declare that :

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from the bidding for any contract with you for a period of one year from the date of notification. If I am / We are in a breach of any obligation under the bid conditions, because I/We

a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) Having been notified of the acceptance of our Bid by the **Purchaser** during the period of bid validity (i) fail to execute the contract, if required, or (ii) fail to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Date on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder

**Annexure-IX****Price Bid Tender Form**

1	<b>Name of the contract:</b>	IT Support Services for AAAL Limited (AAAL)		
2	<b>Name of Bidder:</b>			
3	<b>Address</b>			
		Tel.No.:	Fax No.:	Mobile No:
		Email ID:		
4	<b>Name of Contact Person:</b>	Tel.No.:	Fax No.:	Mobile No:
		Email ID:		

Seal of Company

Signature

(Authorized Signatory)

0

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder



**Annexure-IX****15: Break up of quoted rates for 8 hour shift IT FMS Personnel (Skilled) in Delhi State**

Sr.No	Quote Particulars		Quoted rate in Rs. (Words and Figures)
1	Monthly wages(Basic+DA) per person deployed for 8 hour shift	[A]	in figure:- ₹20357.00p in words:-
2	ESI as percentage of monthly wages Employer's contribution @3.25%	[B1]	in figure:- ₹661.60p in words:-
3	ESI as percentage of monthly wages Employee's contribution @0.75%. Deduction would be from the Employees' Wages	[B2]	in figure:- in words:-
4	PF as percentage of monthly wages Employer's contribution @12%	[C1]	in figure:- ₹1800.00p in words:-
5	PF as percentage of monthly wages Employee's contribution @12%.Deduction would be from the Employees' Wages	[C2]	in figure:- in words:-
6	Labour welfare fund as applicable Employer's contribution if any	[D1]	in figure:- ₹0.00p in words:- in words:-
7	Madatory Minimum Wages/Charges [F1]= [A]+[B1]+[B2]+[C1]+[C2]	[F1]	in figure:- ₹22818.60p in words:-
8	Service Charges per person per month for 8 hour shift	[G1]	in figure:- in words:-
9	Total charges per person per month for 8 hour shift [H1] = [F1]+[G1]	[H1]	in figure:- in words:-
10	Applicable GST (Liabilities reimbursable to the Service Provider)	[I]	in figure:- in words:-
11	Any other Government Levies	[J]	in figure:- in words:-
12	Total Amount per person per month for 8 hour shift [K1]=[H1]+[I]+[J]	[K1]	in figure:- in words:-

Note:

1. Sr No.6 is Actual applicable charges for Labour welfare fund- Employer contribution under item shall be payable by the Service provider.

Minimum wage as per minimum wages stipulated by the State Government Authority as on date.

I/We accept all the terms and conditions of your Tender Notice referred to above. Certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable. The above rate is inclusive of Service Tax or any other tax payable to the Government.

**Signature and Stamp of Bidder**

**Annexure-IX****Price Bid (Quote as per Annexure -I)**

Part-A (Technical Personnel Requirement, shifts to be covered per day) - Domestic Operations in Delhi and ~~amb~~ operations in Outstations.

Sr. no	City /Location	Rate per person per shift per month, Rs.		Number of shift Persons		Total amount per month Rs.(P x S)	Total amount per month Rs.(Q x T)
		8 Hrs(P)	8 Hrs(Q) 24x7	8 Hrs(S)	8 Hrs(T) 24x7	8 Hrs Shift	8 Hrs Shift 24x7
A1	Delhi Alliance Air			6			

(per month &gt;&gt;&gt;)

(1A)

Note: Please refer rates quoted under 15

Note: Value of Y is calculated by dividing total charges per person per month by 26 days

Minimum wage as per minimum wages stipulated by the State Government Authority as on date.

I/We accept all the terms and conditions of your Tender Notice referred to above. Certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable. The above rate is inclusive of Service Tax or any other tax payable to the Government.

**Signature and Stamp of Bidder**

**Annexure-IX**

Cumulative Monthly Total(Exclusive GST) in Rs.

Y= 1A

in words:-

Cumulative Total for Three Years(Exclusive GST) in Rs.

Z = Cumulative Monthly Total (Y) multiplied by 36 months

in words:-

**Cumulative Total for Three Years(Inclusive 18% GST) in Rs.**

in words:-

**Price Bid Terms and Conditions:**

1. Price bid shall be evaluated on the basis of overall lowest party (**L1**) calculated by the cumulative price points as indicated in the Part A of Annexure IX.
2. Services are required on all days as per the above requirement in **Annexure I**.
3. Please refer rate exclusion **clauses 1.ii** as mentioned under **Section B** while quoting.
4. All the above quoted rates shall include minimum wages, refer the inclusion clauses 1.i in **Section B**. The Successful bidder shall comply with all labour laws/rules/acts in relation to their employees and ensure payment of Minimum Wages to all the personnel engaged on outsourcing basis as per the notifications issued by the concerned State Governments from time to time in compliance with the provisions of Minimum Wages Act, 1948 and the Contract Labour (Regulations) & Abolition Act, 1970. Minimum wages (Basic + DA, ESI and PF) are fixed prevailing as on October 2022 for the state of Delhi. Rates mentioned in **[A], [B1],[B2],[C1], [C2] & [D1]** are fixed as on October 2022.
5. The payment of wages by the Successful Bidder to their Employees shall be made by **ECS/Cheque** and a certificate on Service provider's Letter Head be furnished to Head-IT/Sr.AGM-IT every month along with the **Acquittance Roll** duly signed by the concerned employees, in confirmation of payment of Minimum Wages and compliance of Labour Laws etc. in each case. IT department of AAAL shall verify all the monthly statutory documents relating to all applicable labour laws submitted by the service provider.
6. The following types of categories of outsourced personnel falling under Shops & Establishment act are to be deployed by the Service Provider to meet the requirement of AAAL as per the circular issued by State Government Labour Commissioner's offices and the Prevailing minimum wages:

I/We accept all the terms and conditions of your Tender Notice referred to above. Certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable. The above rate is inclusive of Service Tax or any other tax payable to the Government.

**Signature and Stamp of Bidder**

**Annexure-IX**

Sr No	Type of Personnel	Classified as	Minimum Wages per month in Delhi From 01/10/2022 Onwards
1	Technical Person with a diploma or degree in Electronics & Communication/Electrical/Computer Engineering/Information Technology or equivalent	Skilled	Rs.20357/-

Note: All the above rates of minimum wages indicated are for Delhi State under the shops and establishment Acts/Factory act rules as the case be.

7. The quoted rates shall be exclusive of applicable bonus payment (part of minimum wages) as per Payment of Bonus Act, 1965 (Section 10 of the act provides for a minimum payment bonus of 8.33% of basic and DA to the employees) which shall be reimbursed by AAAL on submission of receipt on annual basis as per law.

8. Increase in wage components from time to time as per the Minimum wages Act, 1936 by the respective State Government comprising of basic monthly wages+DA/ special allowance or daily wage rate, leave pay, overtime rate per hour, statutory ESI and PF components paid by the Service Provider for all the deployed personnel as per Tables 15, Annexure A, B of the price bid terms shall be reimbursed by AAAL on production of payment receipts to the respective Government authority.

9. The Bidder is required to quote for Service Charges per person [G1] and Labour welfare fund as applicable Employer's contribution if any in the respective Tables-15

10. Minimum wages rates i.e. [A], [B1],[B2],[C1] & [C2] in the respective Tables-15 as on prevailing rate in the states of Delhi are taken from clause 7.

I/We accept all the terms and conditions of your Tender Notice referred to above. Certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable. The above rate is inclusive of Service Tax or any other tax payable to the Government.

**Signature and Stamp of Bidder**

**Annexure-IX**

11. AAAL timings in all the locations are 8 hours per shift, accordingly the requirements 8-hour shifts are set in the tender.
12. The Service Provider's Service charges (refer for quoted charges of Service Provider per person per month under Tables 15) also shall include the following indirect costs associated with this tender as mentioned elsewhere in this tender:
- a. All back up personnel deployed to cover the weekly offs/leave/absenteeism/resignation etc of all the categories of regular deployed personnel. Only four days charges in a month shall be reimbursable for deployed backup person as per Section D Part F.9.
  - b. Cost of AEPs for Airport entry in Delhi Region and AAAL passes etc and their periodic renewals.
  - c. Cost of initial BCAS Security Clearance for Delhi Airport and their renewals in Delhi Region mentioned in this tender.
  - d. Cost of initial License for engaging Contract labour and their yearly renewals under this tender.
  - e. Cost of additional license fee for any increase in the number of deployed personnel meeting AAAL requirements at any time during the currency of the contract shall be borne by the Service Provider.

I/We accept all the terms and conditions of your Tender Notice referred to above. Certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable. The above rate is inclusive of Service Tax or any other tax payable to the Government.

**Signature and Stamp of Bidder**