

Tender for supply of Manpower for Office and Ancillary Services – Utility Hands/Security Guards & Drivers at Delhi to Alliance Air Aviation Ltd.

Alliance Air is a wholly owned subsidiary of AIAHL

CERTIFICATE

This is to certify that subject Tender Document Bearing Tender No. AAAL/2022/PERS/DEL/MANPOWER FOR OFFICE AND ANCILLARY SERVICES DTD 08/07/22 contains a total of 25 pages (numbered) only (Twenty Three Pages only).

DISCLAIMER

The information contained in this TENDER or subsequently provided to applicant (s) / bidder (S) whether verbally or in documentary or any other form by or on behalf of Alliance Air, is provided to the applicant(s) / bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

The TENDER is not an agreement and is neither an offer nor invitation by Alliance Air to the prospective applicant(s) bidder(s) or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in making their commercial offers pursuant to this TENDER.

Alliance Air makes no representation or warranty and shall have no liability to any person, including any applicant or bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in the TENDER process.

Alliance Air also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant or bidder upon the statements contained in this TENDER.

Any information/ documents including information/ documents pertaining to this TENDER or subsequently provided to applicant(s) or bidder(s) and/ or successful bidder AND information/ documents relating to the bidding process; the disclosure of which is prejudicial and / or detrimental to, or endangers, the implementation of subject program is not subject to disclosure as public information/ documents.

Alliance Air may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER, from time to time till the opening of the Bids.

The TENDER does not imply that Alliance Air is bound to select or to appoint a bidder as the case may be, and Alliance Air reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidders shall bear any and all its costs associated with or relating to the preparation and submission of its their 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 or any other costs incurred in connection with or relating to its their Bids. All such costs and expenses shall remain with the Bidder and Alliance Air 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 Bids, regardless of the conduct or outcome of the TENDER process as contained herein.

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Alliance Air Aviation Ltd.
 (A wholly owned subsidiary of AIAHL)

**OFFICE OF HEAD OF PERSONNEL ALLIANCEAIR, ALLIANCE BHAWAN
 IGI AIRPORT TRMINAL- 1, NEWDELHI-:110037(INDIA)
 Ph:-011-25675793**

NOTICE INVITING TENDER

| Tender Enquiry No. | Name of Work | Last date For submission |
|--|---|--|
| AAAL/2022/PERS/DEL/ MANPOWER FOR OFFICE AND ANCILLARY SERVICES Dated- 08 th July, 2022 | <u>Manpower for Office and Ancillary Services - Utility Hands /Security Guards & Drivers at Delhi</u> | 1430hrs. of Dated 28 th July, 2022 |

For further details of the Tender please visit our website <http://www.alliance.in>

HEAD OF PERSONNEL

Tender Details**Dated: 08th July, 2022****Due on: 28th July, 2022****Subject: Manpower for Office and Ancillary Services -Contract for Utility Hands(about82)/Security Guards (about15) &Drivers(about14) at Delhi**

Sealed/closed Tenders are invited from prospective bidders for subject Services under Two Bid system as per the following documents enclosed:-

1. Annexure 'A' - General Terms & Conditions governing this Tender and eligibility criteria.
2. Annexure 'B' - Performa for Technical Bid.
3. Annexure 'C' - Performa for providing details of 03 years experience as per eligibility criteria.
4. Annexure 'D' - Performa for Financial Bid.
5. Annexure 'E' - Format of authorization letter for attending Bid Opening.

Tenderers should submit their bids in the prescribed formats in separate envelopes:-

Envelope(i):To be superscribed with “Technical Bid- Part A/Tender Enquiry no.AAAL-2022/DEL/PERS dated: **08.07.2022**” Due dated: **28.07.2022** for supply of Utility Hands/Security Guards & Drivers. This envelope must contain duly filled Technical Bid Form –Part A (Annexure-B), duly filled Annexure–C (supported with relevant documents) and duly signed copies of annexure-‘A’ along-with DD/PO for non refundable Tender fee of Rs. 2500/- and DD/PO for EMD of Rs.2 Lacs only and be sealed / closed. MSME units are exempted from submission of EMD. However, this exemption is applicable only if the MSME unit is registered for the Goods/Services Tendered for. The exemption will be subject to submission of registration certificate.

Envelope(ii):To be superscribed with “Financial bid-Part-‘B’ /: Tender Enquiry no.AAAL-2022/DEL/PERS dated: **08.07.2022**” Due dated: **28.07.2022** for supply of Utility Hands /Security Guards & Drivers. This envelope must contain duly filled Financial Bid: Part–B (Annexure: D) and be sealed/ closed.

Envelope (iii): Master Envelope: To be superscribed with Tender Enquiry no. AAAL-2022/DEL/PERS dated: **08.07.2022**” Due dated: **28.07.2022** for supply of Utility Hands /Security Guards & Drivers. This envelope must contain duly closed/sealed Envelope (i) & Envelope (ii) and be sealed /closed.

Tenders should be addressed to Head of Personnel and submitted on or before due date in the Tender box kept at following address:-

**Alliance Air Aviation Ltd., Alliance Bhawan,
Material Management, Department,
IGI Airport, Terminal-I,
New Delhi-110037.**

Tender Documents: Tender documents giving details terms & conditions can be down-loaded from Alliance Air Website <http://www.allianceair.in>.

Last date/time for submission of Tender: 14:30 Hours of date 08th July, 2022.

Due date/time for Opening of Tech Bid - Part A: 14:30 Hours of date 28th July, 2022.

In case of any clarification, the Chief of Personnel may be contacted on phone No: 011-25671473.

Tenderers, who wish to attend Tender opening may do so or send their representative with authorization letter on their company letter-head as per Annexure -'E' duly signed by their authorized signatory for presenting at the time of opening of the Tender at above address, time and date.

'AAAL' reserves the right to reject/accept any Tender in part or full without assigning any reason.

Head of Personnel

Annexure: A

Dated-08th July, 2022

Subject: Manpower for Office and Ancillary Services-Contract for Utility Hands (about82)/Security Guards (about15) & Drivers (about14) at Delhi

GENERAL TERMS, CONDITIONS & ELIGIBILITY CRITERIA

1. Alliance Air Aviation Ltd.(‘AAAL’)as used in the Tender document means “Alliance Air”.
2. The “Tenderers” and/or “Party”, and /or Services Provider and/or Contractor 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 notice.
3. It is further clarified that individual signing the Tender or other documents in connection with the Tender must certify whether he signs as:

A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.

A partner of the firm if it is a partnership firm, must have the authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement / Deed or a power of attorney. In the alternative, the Tender should be signed by all the Partners.

Constituted attorney of the firm, if it is a Company.

Authorized signatory of the firm.

In case of any type of Authorized Signatory, the authority letter needs to be attached.

In case of Company, the Articles & Memorandum of Association to be attached.

4. On the date of opening of Tender, only the Technical Bids will be opened and the Financial Bids will be kept in the custody of ‘AAAL’ in the Sealed/Closed cover as received from the Tenderers. Financial bids of only those Tenderers who qualify in the Technical Bid will be opened giving Intimation to them.

No intimation shall be sent to the technically disqualified parties and no correspondence in this regard will be entertained.

The authorized representative of the bidders would only be allowed to attend the bid opening. Such representatives must carry an authorization letter on the letter head of the bidder on each such occasion as per enclosure (Annexure-E).

Price Bids should be valid for our acceptance for a period of 120 days from the date of opening of the Technical Bid Part ‘A’.

Sealed/Closed Tender documents are to be deposited/delivered in the Tender Box kept in **Material Management Department, Alliance Air, Alliance Bhawan, IGI Airport, Terminal -1, New-Delhi-110037**. Tender documents sent through Post or Courier will be at the risk of the “Tenderers” and “AAAL” will not be responsible for non-receipt or any loss of the Tender documents in transit any kind of delay in delivery.

5 Eligibility Criteria :

- I. **One contract of supply of manpower must have completed for a minimum period of one year with annual value of Rs.2.50 crore or above with PSU / Govt. Deptt./ Aviation Industry/MNC/ Reputed Private Organization. A separate sheet may be closed for the details, if required.**
- II. **The Contractor must be having a running contract for supply of 100 or more man power to a PSU /Govt. department /Aviation Industry /MNC /Reputed Private Organization on the date of submitting the tender.**
- III. **The Tenderers must enclose self attested copy(ies) of the contracts and the Performance Certificate (mentioning contract details and value) issued by the User.**
- IV. **The Tenderers should have requisite clearance from Govt. Agencies /Legal Authorities /BCAS etc.**
- V. **The Tenderers must have valid licence to engaging in the business private security under PSARA Act.**

6. Rejection of bids (Technical Bid & Financial Bid):

The Tenderers are required to submit Technical Bid and Financial Bid in separate envelopes AND BOTH THESE ENVELOPES ARE TO BE CLOSED /SEALED AND PUT IN THIRD MASTER ENVELOPE. The Tenders will be rejected forth with without evaluation of the Tender response on the following grounds:

In case both the Tender forms Part –A (Technical Bid) & Part-B (Financial Bid) are not sealed /closed separately.

If the Technical Bid and/or the Financial Bid has been received after due date and time of the Tender Opening.

If only the Technical Bid has been received and the Financial Bid has not been received, and vice versa.

If the Technical Bid and/or the Financial Bid have been received by fax or email.

If the Technical Bid and/ or the Financial Bid have been received unsigned.

If no Tender fee is enclosed.

If the Technical Bid has been received without EMD or the EMD has been submitted in a mode other than as specified at Para 33.1 of Annexure 'A' of the Tender.

Tenders without required information and not accompanying requisite documents are liable to be rejected.

In case of any variation in the documents / data submitted by the Tenderers in support of the Technical Bid and in comparison with the original documents, the Bids of such Tenderers would be out-rightly rejected and would be disqualified during Technical Evaluation of Tender and EMD would be forfeited.

7. Tenderers are advised to study the Tender documents carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications, nature and character of the work to be carried out, operating conditions and other pertinent matters which may affect the contract and /or the cost.

8. Amendment(s) to the Tender:

In case, there is any amendment to this Tender at any stage before the due date, the same shall be hosted on 'Alliance Air' website: www.allianceair.in. No separate intimation shall be sent by 'AAAL' to the Tenderers individually. The Tenderers are, therefore, advised to visit 'Alliance Air' website regularly till the date of closing of the Tender. **The last amendment, if any, will be hosted a minimum of seven days before the closing date of the Tender.**

In case there is change in Requirement / Terms & Conditions after release of the Tender but before its due date, the Tenderers who have submitted their response (by that time) shall have an option to re-submit their bids, if they choose to do so.

9. **Tenders be filled** in the prescribed formats duly signed & stamped and prices should be clearly written / typed both in words and figures without any cutting /overwriting. Overwriting, if any should be countersigned by the Tenderers.
10. **Conditional bids** and mentioned again are liable to be rejected.
11. Bids filled-in by the Tenderers shall contain all the requisite information along with self attested supporting documents as are required in Technical Bid–Part A.
12. **UNDERTAKINGS:** The Tenderers must give following undertakings along with the Technical Bid:

That incase Contract/LOI is awarded by 'AAAL', and if WCT (Work Contract Tax) becomes applicable on such services, the Tenderers shall obtain the same and submit a copy of the same to 'AAAL' within 90 days of receipt of intimation from 'AAAL'. (This shall be applicable, in case the Tenderers is not having WCT registration at the time of application of the Tender).

That the registrations and licenses under all the applicable local and central taxes and laws and Acts to be specified separately under each of the applicable Taxes / Laws / Acts (i.e. GS.Tax /Work Contract Act / Provident Fund Act / Income Tax Act / Shop & Establishment Act / ESI Act /Bonus Act/ Labour Act /Minimum Wage/ Contract Labour Act etc.) shall be produced for verification / checking of 'AAAL' or to a third party authorized by 'AAAL'/ agencies of Govt. of India. However, the information regarding all such references available at present should be provided along with the Technical Bid. To keep all such registrations valid and its compliance would be the sole responsibility of the Tenderers.

That on the spot surprise checks could be conducted by AAAL/third party authorized by 'AAAL', anytime and shortcomings shall be overcome and can be penalized if not rectified with in reasonable agreed time.

13. It will be imperative for the Tenderers to fully acquaint himself with the local conditions and factors, which may have an effect on the performance of the Contract and/or the cost.
14. The Tenderers should have proper office in Delhi/NCR with telephone and Fax facility so that they can be contacted at any time. Tenderers shall give the official mailing Address, E-mail, Telephone and Fax Numbers to which all correspondences shall be sent by 'AAAL'. Also if address is changed, the same shall be intimated to 'AAAL' immediately.
15. When deemed necessary, 'AAAL' may seek clarifications on any aspect from the Tenderers. 'AAAL' reserves the right to accept or reject any/or all bids, annule the Tender process and reject all bids at any time prior to the award of Contract without incurring any liability to the Tenderers(s) or without any obligation to inform the Tenderers(s) about the grounds of rejection.
16. Any notice by one Party to the other pursuant to the Contract, shall be sent in writing to the

address specified for that purpose in the Contract.

17. The Service Provider shall not sub-contract the subject services in part or full to any other person, Concern, Firm or Company without prior approval of 'AAAL'. In case any sub contracting is detected at any stage, without prior approval of 'AAAL', in such case "AAAL" shall be at liberty to terminate the contract with immediate effect without any liability on "AAAL" and also without prejudice to any other rights, which "AAAL" may have against the Tenderers under the Contract.
- 18 (i) The Tenderers shall be solely responsible for the acts and deeds of his personnel deployed by him for the services. "AAAL" will, in no way, be responsible for violation of any Laws /rules /regulations/instructions of the concerned agencies and/or for any loss or damage caused by his personnel to "AAAL" or third party and such loss or damage shall have to be compensated/borne by the Service Provider /Tenderers. Further, the Tenderers shall indemnify and hold AAAL harmless against such loss.
- (ii) None of the personnel supplied by the Tenderers shall claim to be employee of AAAL
19. **Rectification of Complaints:**
- a) "AAAL" shall notify the Tenderers of any claims / deficiency on the part of the Tenderers arising under or out of the Contract.
- b) In case the Tenderers, having been notified, fails to take remedial action within reasonable time, "AAAL" may take remedial action without any further notice, at the Contractor's risk & cost and may also terminate the contract without prejudice to any other rights which AAAL may have on the Contract or under the service contract.
20. Supervision of personnel provided by the Tenderers shall be his responsibility. The Tenderers shall ensure that the quality of services are performed by its personnel and in case of any complaint; the Tenderers shall have to replace the concerned personnel failing which "AAAL" shall have right to refuse entry of any such personnel.
21. Tenderers must share the format of appointment letter which they will be issued to candidate.
22. The Service Provider shall engage the manpower as required so that continuity of work and the quality of services do not suffer.
23. The Tenderers will provide Name Badges, Identity card, Two Set Uniform etc to his personnel at his own cost. He will also ensure that the persons wear the uniform and keep it neat, clean and tidy.
24. The Manpower provided by the service provider will be deployed upto the age of attaining 60 Years.
25. **Leave :** The contractor will give leave for 12 days in a year i.e. 1stApril to 31stMarch every year, which shall not be accumulated and balance if any, will lapse automatically.
26. Verification of antecedents of Service Provider's personnel will be his responsibility.
27. **Deployment of Manpower:** - The Tenderers will be required to continue the services of the employees who are currently deployed to Alliance Air.
28. **Payments of Wages to Workers/ Contractor or Services Provider**
- i) The Tenderers will be required to disburse the payment of wages to the workmen so deployed by him in the presence of duly authorized official of AAAL, through cheque/RTGS/NEFT on or

before 7th of every month on monthly basis including weekly off and gazette holidays and also provide the wage slip to the workman giving the complete details about the wage earned by him during the month and the deductions made from his wage on account of Provident Fund, ESI or any other applicable deductions.

- ii) The Tenderers will be required to disburse the payment of wages to workmen so deployed by him on or before 07th of every month and the Tenderers must not be dependent or interlinked with the invoice of the particular month and revision of the rates of Variable Dearness Allowance for the deployed employee
- iii) s by Tenderers as per Government of India, Ministry of Labour & Employment Office of the Chief Labour commissioner (C), New Delhi must be implemented in the same month.
- iv) Thereafter, the Tenderers will submit the bills for the calendar month within 10 days of the following month to Head of Personnel for onward submission to Account Departments. Tenderers will submit a copy of wage, disbursements register, an Undertaking along with the bill that all the statutory payments e.g. ESI contribution, P.F Contribution (both employees & Employers), etc. in respect of personnel engaged for AAAL have been deposited with the concerned authorities and also enclose copies of receipted challans of payments made to the respective authorities i.e. PF & ESI etc.
- v) AAAL will make all efforts to release the payment within 45 days of the submission of the bills duly certified by the concerned Dept
- vi) The Tenderers will be required to give monthly /yearly statement showing contributions of the Provident Fund made in account of the employees deployed through him against their PF number.
- vii) The Tenderers will be required to submit a copy of salary slip on 8th day of every month for all the personnel who are deployed through Tenderers.

29. FORCE MAJUERE CLAUSE:

- i) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to provide the manpower which has become due on account of Supply of manpower for Office and Ancillary Services- Utility Hands/Security Guards & Drivers at Delhi under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- ii) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- iii) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- iv) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- v) If the impossibility of complete or partial performance of an obligation lasts for more than 2

(two) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for manpower for Office and Ancillary Services provided.

- 30. OPTION CLAUSE :** To take care of change in the requirement during contract period, a plus/minus option clause of 25%(Twenty-five percent) is hereby included in subject tender document, Alliance Air reserves the right to increase or decrease the **manpower for Office and Ancillary Services** that is being contracted through subject tender up to the mentioned limit of 25%(Twenty-five percent) without any change in terms and conditions and prices quoted by the bidders.
- 31. Penalty** The responsibility to pay minimum wages rests with Tenderers and default of the same along with deposit of ESI & PF will attract penalty:-
- In case, the contractor fails to make payment of wages to the workers by cheque/NEFT/RTGS by 7th of the following month, a penalty of 0.5% to 10% of payment of wages per week for delayed payment will be made from the monthly bills.
 - A reconciliation statement duly reconciling with payments, deductions and deposit made for the PF&ESI on monthly basis with details of individuals be prepared & sent to Head of Personnel by the 25th of the next month. If the **Contractor fails to deposit PF Contribution (both employees & employers) & ESI payment on time, a penalty of Rs. 10000/- (Rupees Ten Thousand only) on each account for each month will be imposed.** This will be over and above the statutory fine which can be imposed and AAAL will be hold harmless and indemnified against such fine/penalty throughout the validity of the contract.
- 32. Maintenance of Records:-** The contractor will be required to keep all statutory records, which are required to be maintained under all the applicable Labour Laws and others laws. The Contractor will be required to produce these records for inspection by the Labour Inspector and /or any authorized representative of Govt. Authority as and when these are asked for:
- 33.** In the event of any dispute or difference arising out of these terms and conditions including the interpretation and meaning of any of its clause and obligations of the parties, the same shall be referred for decision to the Managing Director /CEO of AAAL whose decision shall be valid & binding on the Tenderers.
- 34.** AAAL will not be liable to pay any increase in the contract amount during the contract period except minimum wages notified by the Central Govt. from time to time and change in applicable tax rates for example GST, Airport Authority Turnover Levy (GMR) etc.
- 35.** The workers of the Tenderers/ Contractor/Services Provider shall not, at any time be the employee of AAAL. "AAAL" shall not be responsible for the payment of wages and or any other emoluments to the personnel / workers of the Tenderers so deployed. It shall be the sole responsibility of the Tenderers to make payment to the said personnel / workers in time and the Tenderers shall at all time keep "AAAL" harmless and indemnified against any claim from its personnel/workers in this regard.
- 36.** All records, documents under various statutory provisions of monthly wages etc. shall be maintained by the Contractor and shall be open for inspection by any authorized representative of "AAAL"/ third party authorized by "AAAL" and Govt. Agencies.
- 37. Price Negotiation**
It is not the general practice of "AAAL" to carry out price negotiations following evaluation of the financial bids, the Tenderers are advised to submit their best quotes in response to this

Tender. "AAAL", however, reserves the right to carry out negotiations in exceptional cases with the Tenderers who has been evaluated by AAAL as having offered the lowest bid in response to the Tender.

38. Tender Fee

Tender documents giving other terms & conditions can be down-loaded from Alliance Air Website <http://www.allianceair.in>. Please enclose a Demand Draft of Rs.2500/- favouring "Alliance Air Aviation Ltd." payable at Delhi as non-refundable Tender fee with the Technical Bid- Part A.

39. Earnest Money Deposit (EMD)

The Tenderers will furnish, along with Technical Bid - Part A, EMD of **Rs.2,00,000/-** (Two Lakhs only) in the form of Demand Draft / Pay order only drawn in favour of "Alliance Air Aviation Ltd" payable at New Delhi. Tenders received without EMD shall out-rightly be rejected. MSME units are exempted from submission of EMD. However, this exemption is applicable only if the MSME unit is registered for the Goods/Services Tendered for. The exemption will be subject to submission of registration certificate.

EMD in any other form shall not be accepted and if done so, the Tender shall out-rightly be rejected.

No interest will be payable on EMD.

In case of violation of terms of the Tender, EMD shall be forfeited.

The EMD of unsuccessful Tenderers will be refunded in due course.

EMD of successful Tenderers will be adjusted towards Security Deposit payable on release of contract.

40. Security Deposit(SD):

The successful Tenderers, on award of LOI/Contract, shall deposit, and continue to maintain for the entire period of agreement/Contract plus three months, a sum equivalent to 3% of annual value of Contract as estimated by "AAAL", as Security Deposit (SD) in the form of Demand Draft/ Pay Order/ Bank Guarantee from a Scheduled Bank. In exceptional cases, depending on merits, "AAAL" would reserve the right to deduct the amount of 'SD' from any outstanding in voices of the vendor irrespective of the LOI/Contract against which the 'SD' maybe due.

- a) The Security Deposit has to be deposited at the time of commencement of the job but positively before submission of first bill.
- b) In case, Security Deposit is not deposited in time, the bill shall not be processed for payment.
- c) In case of breach of Contract or violation of any terms of the contract, the Security Deposit shall be forfeited.
- d) Such Security Deposit shall not bear any interest, and shall be refunded without interest only on successful completion of the awarded work and on fulfilling of all the Contractual obligations.
- e) No advance payment shall be admissible under any circumstances.
- f) Deduction of Income Tax and other levies shall be made at source as per Govt. rules as applicable from time to time.

41. Opening of bids:

- a) **Opening of Technical Bids:** The Technical Bids would be opened on due date of the Tender and shall be evaluated for compliance of 'Eligibility Criteria', acceptance of terms and conditions and undertakings etc. as specified in the Tender documents. However, "AAAL" reserves the

right to seek and take confirmation/clarification of any information/documents etc. from the Tenderers as it may consider necessary for the purpose of evaluation of the Technical Bids.

b) ***Opening of Financial Bids:**

The Financial Bids of only those Tenderers who are found technically qualified, would be opened for further evaluation. The date and time of opening of the Financial Bids would be intimated in advance to the Technically qualified Tenderers only.

42. **Queries from the bidders during Evaluation of Bids:**

During the process of the evaluation of bids, no queries shall be entertained from the bidders with regard to the status of the evaluation.

43. **Return of Financial bids of Technically Disqualified Bidders:**

Financial bids of the technically disqualified bidders would be returned to the bidders post finalization of the Tender/Contract.

In case abider fails to collect the Financial Bid within the stipulated time of 30 days, the bid shall be shredded in "as is where is" condition after expiry of 30days time.

44. **Extension of due date:**

The last date of submission of bid (s) and due date of opening of Technical Bid: Part-A can be extended at any time at the sole discretion of "AAAL".

The date of acceptance of LOI, Tenderers shall intimate "AAAL" for the reasons.

In case, the reasons for delay of commencement of the services are not convincing, "AAAL" shall have the right to cancel the LOI / Contract and shall be free to make alternate arrangement at risk& cost of contractor and the EMD of such Service Provider will be forfeited. Besides this, the Tenderers will not be considered for any future Tenders for a minimum period as deemed fit to AAAL. The decision of C.E.O/Competent Authority - AAAL would be final in this regard.

The **contract** shall be valid for **3 years and extendable for 03 months thereafter** at same rates, terms and conditions. However, continuity of the contract shall depend on satisfactory performance of the Service Provider which shall be reviewed periodically.

45. **Exit Clause / Termination of contract : The contract can be terminated under the following circumstances:**

- a) "AAAL" may at any time terminate the Contract with immediate effect by giving written notice to the Services Provider, if Services Provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to "AAAL". In this case, no compensation shall be made available to the Services Provider.
- b) In case of unsatisfactory performance or breach of any of the clauses of the Contract, "AAAL" would issue a notice to the Service Provider to rectify the breach and improve the performance within reasonable period failing which "AAAL" shall be at liberty to terminate the agreement by providing a 30 days written notice to the Service Provider. The Service Provider shall not have any right to dispute or question the judgment of unsatisfactory performance of the Service Provider.
- c) If there is a change in the requirement or if the Tendered services are no longer required due to change in operational requirements, the contract shall be terminated by "AAAL" by giving **90**

days written notice.

- d) Either party shall be at liberty to terminate the contract by providing to other party a **90 days** written notice to other party.
- e) In such 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 obligation arising out of the agreement till the termination.
- f) Any expenditure incurred by the AAAL to handle any issue arising out of the conduct of such deployed personnel or otherwise shall be deducted from the bills/ Security Deposit of Service Provider.

46. Recovery of Sum Due

- a) Whenever under this contract, any sum of money is recoverable from the Service Provider; AAAL shall be entitled to recover such sum by appropriating in part or full from the Security Deposit already deposited by the Service Provider.
- b) In the event of said Security Deposit being insufficient, the balance or the total amount recoverable, as the case may be, shall be deducted from any sum due to the Service Provider, under this, or any other contract between the Service Provider and AAAL and its associates. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to AAAL the balance amount, if any, within 30 days of the demand by AAAL.

If any amount due to the Company is so set off against the said Security Deposit, during the currency of the contractor the Service Provider shall have to make good the said amount so set off to bring the Security Deposit to the original value immediately, and in any event, not later than 10days of the depletion of the original value.

47. Indemnification:

The Tenderers shall hold harmless and indemnify AAAL against payment of penalty /third Party claims/damages /loss/ Theft of property of AAAL or Any other party/ penalty due to mishandling on the part of personnel and / or services provided by the Tenderers/ Services Provider. The Tenderers Services Provider shall also indemnify for any liability arising out of any accident /incident involving Services Provider his vehicles and or Personnel shall reimburse any loss or damage to AAAL / concerned party. In case, any such amount is not deposited/ paid to AAAL, the same shall be deducted from his monthly Bills/ Security Deposit /Future payments due to the Tenderers/Services Provider.

The Tenderers /Services Provider shall also indemnify to AAAL for making good any claim /penalty/loss or damages including costs there of in respect of any breach or violation on any of the provisions of any law including labour laws governing the employee of the Tenderers. In case of failure to make good above losses/ expenses to AAAL, the same shall be deducted from the monthly bills/ Security Deposit/ future payments due to the Tenderers/Services Provider.

The Tenderers/Services Provider shall indemnify AAAL and undertakes that he shall be solely responsible for the acts and deeds of personnel deployed by him. AAAL will, in no way, be responsible for violation of any rules/regulations/instructions of the concerned agencies and/or for any loss or damage caused by its workmen and any such loss or damage shall have to be compensated/borne by the Tenderers/Services Provider.

The Tenderers/Services Provider shall indemnify that he shall be responsible for any injury sustained by Tenderers/Service Provider personnel during the performance of their duties and also any damage or compensation due to any dispute between them and its personnel and AAAL shall not be held responsible on this account. Also any expenditure incurred by the AAAL to handle the situation arising out of the conduct of personnel deployed by the Tenderers/Services Provider will be made good from Security Deposit/ Bills etc.

48. Compliance of Security regulations:

The Service Provider shall ensure that all the safety and security regulations of AAAL are strictly adhered to and complied with by personnel deployed by the Services Provider and other Govt. authorities.

Any violation of security regulations and indulging in a illegal-activities by his personnel will be at the cost-consequences and risk of the Service Provider.

The Service Provider will ensure verification of character and antecedents of his personnel by Police, since AAAL is “protected industry”, every employee’s photograph, copy of Police verification of character and antecedents, and Services Provider/ Contractors’ Undertaking are to be furnished to Security Department of AAAL.

The Service Provider shall provide at his own cost proper uniforms, and appropriate training as approved by AAAL, for the personnel deployed under the contract.

The personnel so deployed must be in possession of photo identity cards provided by the Service Provider under his signatures, company’s name and seal.

Any lapse noticed on the part of contractor or contractor employee involvement in theft/pilferage/malpractices, shall be inquired in to by Alliance Air Security/other officials and suitable action including legal proceedings initiated for breach of contractual liability and also it will attract penal provisions of law.

The contractor shall take responsibility for good conduct of his/her employees during the Contract period. If any of the Contractors’ employees is involved in any theft/pilferage of property of AAAL crew/official /AAAL property, AAAL reserves the right to impose penalty on the Contractor apart from the legal provisions.

It will be the responsibility of the Tenderers/Services Provider to ensure that no unauthorized personnel other than those deployed specifically for the job / services gains access to the AAAL/ Airport premises where the services are to be provided.

It is to be ensured and instructed in black and white to the personnel being assigned to AAAL to abide by all law full orders and at any time should not fall in to insubordination. Also Tenderers should ensure to provide/assign a person as coordinator from Tenderers side to work as interface between AAAL and tendering entity. Subject co-ordinator will be approached by various department of AAAL through AAAL personnel department to appraise problems caused if any by the supplied manpower. On receiving complaints the coordinator/representative of Tenderers should address/solve the issue within 24 Hrs and action taken report to be submitted to Personnel Department of AAAL. Violation of subject clause will result in penal action as deemed to be fit by AAAL authorities – such penal actions will be executed within the ambit of AAAL rules and regulations or to make good any loss implicated by the supplied manpower. The penal action will be directly proportional to the quantum of loss implicated on AAAL

The Tenderers must assign a Coordinator/Supervisor to AAAL to monitor day to day activities of their deputed staff regularly. However, it will be responsibility of the Coordinator/Supervisor of

Tenderers to ensure sharing periodical performance report with all the concerned in consultation with administration of AAAL representative

The Tenderers should have requisite clearances, from all Govt. Agencies/ Legal Authorities GMR/ DIAL ,BCAS etc. on the date of tender.

The Tenderers must have licence to engage in the business of Private Security Agency (under PSARA Act).

The Tenderers or Service Provider shall be responsible for imparting all requisite training to its employees at its own cost. The Security Guards (Without Arms) must have successfully completed PSARA training.

49. Settlement of Disputes:

- a. **Interpretation:** In the event of any difference in the interpretation of any of the clauses of the Service Agreement and/or the Tender documents, the clarification given by Head of Personnel, AAAL, shall be final and binding.
- b. **Arbitration:** Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Service Agreement or validity or the breach thereof, shall be referred to "SCOPE FORUM OF CONCILIATION AND ARBITRATION-GOVT.OFINDIA" and the award made in pursuance there of shall be binding on the parties to the arbitration.
- c. **Jurisdiction:** Any disputes arising out of implementation of the contract between AAAL and Service Provider whatsoever shall be subject to the jurisdiction of New Delhi /Delhi Courts only.

I / We have read understood and accept all the Terms and Conditions stipulated hereinabove.

Name:.....

Signature:.....

Designation:.....

Contact no......

Seal:.....

Date:.....

Address.....

Annexure: B

Dated- 08th July, 2022

Subject: Manpower for Office and Ancillary Services-Contract for Utility Hands(about82)/Security Guards (about15) &Drivers(about14) at Delhi

Technical Bid Form-Part A

| | | Utility Hands/Security Guards & Drivers | | |
|--|---|---|---------------|------------|
| 1 | Name of the Contract | | | |
| 2 | Name of the Company/ Establishment | | | |
| 3 | Full Address of Registered/Head Office | | | |
| 4 | Telephone No./Mobile No/Fax No./Contact Person | | | |
| 5 | Full Address in Delhi/ NCR With proof. (Must) | | | |
| 6 | Telephone No./Mobile No/Fax No./Contact Person of Delhi/NCR. (Must) | | | |
| 7 | Nature of company(Whether Proprietorship Firm/Partnership Firm/Ltd Company/Corporation/Any other(Specify) | | | |
| 8 | E.M.D. of Rs.2.00lacsenclosed.(Must) | DD/ Pay Order No.....Date..... | | |
| Particulars of Registration-Issued in the name of the Tenderers (if yes, give following details) | | | | |
| | | Number | Date of Issue | Valid upto |
| 9 | MSME unit registration certificate | | | |
| 9.1 | PAN/GIR/GST NO.(Must) | | | |
| 9.2 | PF Registration with No.(Must) | | | |
| 9.3 | ESI Registration.(Must) | | | |
| 9.4 | GST No.(Must) | | | |
| 9.5 | Company Registration No/License No | | | |
| 9.6 | Whetherhaving03yrsexperienceP SARA Act | | | Yes/No |
| 9.7 | Details of valid licence to engage in the Business of Private Security Agency under PSARA Act | | | |

| | | | | |
|------|---|--------|---------------|------------|
| 9.8 | Details of Registration and valid licence under Contract Labour (Regulation & Abolition) Act. | Number | Date of Issue | Valid Upto |
| 10. | Whether self attested Copies of contract(s) and performance certificate issued By the user, as a proof of experience, enclosed.(Must) | | | Yes/No |
| 11. | Whether having working office in Delhi/NCR.(Must) | | | Yes/No |
| 12. | Whether having average Annual Turnover of Rs.2.50 Crore or above for three Financial Years 2015-2016, 2016-2017 & 2017-2018.(Must) | | | |
| 12.1 | Whether audited by C.A. Copies of Balance sheet, Profit & Loss A/C in support 12.1 above enclosed.(Must) | | | |
| 12.2 | Whether Self attested copies of Income Tax return for the Financial Years 2015-2016, 2016-2017 & 2017-2018 enclosed. (Must) | | | |
| 13. | Has any Director/Partner/Proprietor been convicted anytime by court of law? (if Yes ,give details) | | | |
| 14. | Has your company been Black listed by any agency of the airport or elsewhere (if Yes ,give details) | | | |
| 15. | Is any Director/Employee on your payroll belonging to "AAAL"(if Yes ,give details) | | | |
| 16. | Non Refundable tender fee of Rs.2500.(Must) | | | DD/PO |

17. Undertaking: Ref Para 12–Annex 'A' (To be agreed & signed by the Tenderers):

17.1.1 It is confirmed that in case Contract/LOI is awarded by "AAAL" to the successful Service Provider, all statutory obligations of ESI/PF/Service Tax/WCT (if applicable) shall be the responsibility of the Service Provider. In case, WCT becomes applicable on these services anytime during the contract period, the Service Provider shall obtain WCT registration and submit a copy to "AAAL" within 90 days of receipt of intimation from "AAAL". (Applicable, in case the Tenderers is not having WCT registration at the time of application of the tender).

17.1.2 It is confirmed that the registrations and licenses under all the applicable local and central taxes and laws (and to be specified separately) under each applicable tax/law/Act (i.e. G.S. Tax/Work Contract Act/Provident Fund Act/Income Tax Act/Shop & Establishment Act/ESI Act etc.) shall be produced for verification/checking of AAAL or to a third party authorized by "AAAL" /agencies of Govt. of India.

17.1.3 We shall continue to have proper office with communication contract in NCR of Delhi during the operation of the Contract.

17.1.4 It is to undertake that our entity or any of our associate are not debarred or is not treated as being in default by any Government (Central or State) Department/Agency/Body or any PSU.

18. I have carefully gone through and have understood and hereby agree to abide by all the General Terms & Conditions, governing the Tender.

19. I hereby confirm that I am authorized to sign the Tender document and the information given in the Tender is true and correct to the best of my knowledge and belief and nothing material is concealed.

Signature of Authorized Signatory:

Name of Authorized Signatory:.....

Designation of Authorized Signatory:.....

Co.'s Name &Seal :.....

Date :

Place :

Annexure-CDated 08th July, 2022**Subject: Manpower for Office and Ancillary Services - Contract for Utility Hands (about82)/Security Guards (about15) & Drivers(about14) at Delhi****Details of Contracts in support of 03 years Experience in“ Satisfactory Performance Certificate from the User(s).**

| Sr. No | Name of Contract | Name & Address of the User | Period of Contract From.....To | Value Of Contract (Rs.....Lacs) | Performance Certificate from User With value encl. Yes/No |
|--------|------------------|----------------------------|--------------------------------------|---------------------------------|---|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |

Notes:

One contract of supply of manpower must have completed for a minimum period of one year with annual value of Rs.2.50 crore or above with PSU / Govt. Deptt./Aviation Industry/MNC/ Reputed Private Organization. A separate sheet may be closed for the details ,if required.

The Contractor must be having a running contract for supply of 100 or more man power to a PSU /Govt. Department /Aviation Industry /MNC /Reputed Private Organization on the date of submitting the tender.

The Tenderers must enclose self attested copy(ies) of the contracts and the Performance Certificate (mentioning contract details and value) issued by the User.

The Tenderers should have requisite clearance from Govt. Agencies /Legal Authorities /BCAS etc.

The Tenderers must have valid licence to engaging in the business private security under PSARA Act.

The Tenderers must have registration and valid licence under Contract Labour (Regulation & Abolition) Act.

I have carefully gone through and have understood and here by agree to abide by all the General Terms & Conditions, Work scope and Specifications governing the tender.

I hereby confirm that I am authorized to sign the tender document and the information given above is true and correct to the best of my knowledge and belief and nothing material is concealed.

Signature of Authorized Signatory:.....

Name of Authorized Signatory:.....

Designation of Auth Signatory:.....

Co.'s Name & Seal :.....

Date :.....

Place :

Annexure: D

Dated 08th July, 2022

Subject: Manpower for Office and Ancillary Services - Contract for Utility Hands(about82)/Security Guards (about15) &Drivers(about14) at Delhi

FINANCIALBIDFORM-Part B

| | | |
|-----|--|---------------------------------------|
| 1. | Name of the Tenderers | |
| 2. | Address | |
| 3. | Telephone No./Mobile No- | |
| 4. | Fax No. | |
| 5. | Email | |
| 6. | Name of Contact Person: | |
| 7. | Rate of Minimum wage (Refer Noteno.1) | <u>Per Head Per Month(Rs.)</u> |
| 8. | PF-Employer's contribution (Currently@12%ofwage) | |
| 9. | ESI (Currently@3.25%ofwage) | |
| 10. | Admin. Charges (Currently @ 1% of wage-payable for PF) | |
| 11. | Uniform (monthly pro-rated) (Refer Note No.2) | |
| 12. | Total(7to11) | |
| 13. | Royalty Payment/Airport Authority Turnover Levy ,if any, | |
| 14. | Service Charge(Refer Note No.4) | |
| 15. | G.S. Tax, if applicable (Refer Note No.6) | |
| 16. | Any other Tax, if applicable | |

- Notes: 1. Please indicate separately for Drivers (Skilled) and Utility Hands and Security Guards (Skilled) for Item No.7 to 11.
- Total cost of the Uniform to be spread over a period of 12 months.
 - Royalty Payment/Airport Authority Turnover levy applicable only to Utility Hands/Security Guards/ Drivers deployed inside the airport security area and who have been issued the PIC (Airport Entry Card) by BCAS.
 - Service Charge indicates the fee chargeable by the Tenderers /Service Provider, if any, over and above the other items of reimbursement.
 - Item No. 8, 9,10, 13, 15 &16 shall be reimbursement.
 - Please clearly indicate the %age, amount and the basis of calculation of the Royalty Payment /Airport Authority Turnover Levy, Service Charge, GST and any other Tax, if any

Undertakings:

We have carefully gone through and have understood the General Terms & Conditions, governing the Tender and would abide by the same.

The Financial Bid will be valid for 120 days from the date of opening of Technical Bid-Part A.

I here by confirm that I am authorized to sign the Tender documents.

At present, following Taxes are generally applicable on the services prescribed under the Contract.....

It is confirmed that there is no hidden cost to AAAL other than what has been quoted above.

Signature of Authorized Signatory:

Name of Authorized Signatory:.....

Designation of Authorized Signatory:.....

Co.'s Name &Seal :.....

Date :.....

Place:.....

.....

Annexure: E

Dated 08th July, 2022

Subject Manpower for Office and Ancillary Services-Contract for Utility Hands (about82)/Security Guards (about15) & Drivers(about14)at Delhi

FORMAT OF AUTHORIZATION LETTER FOR ATTENDING BID OPENING

(ON COMPANY LETTER HEAD)

To

The Head of Personnel
 Alliance Air
 I.G.I Airport Terminal- I
 New Delhi- 110037

Sub: Authorization for attending Technical bid opening

Tender Enquiry no. _____ Closing Date: _____

Opening Date _____ Opening Time _____

The following persons(s) are hereby authorized to attend the bid opening for the Tender mentioned above on our behalf: -

| Sr. No | Name | E mail ID | Contact No. | Signature |
|--------|------|-----------|----------------|-----------|
| | | | (mobile) _____ | |

1.

2.

Authorized Signatory & Seal

Note:

1. Permission for entry to the hall where bids shall be opened, may be refused in case, authorization letter 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 representative must carry a valid photo identity.

.....