

**AIRPORTS ECONOMIC REGULATORY AUTHORITY OF INDIA**

NO. AERA/10015/Manpower(SA/OA)/2012-13 Date:

To

M/S \_\_\_\_\_

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

**Sub: Sale of Tender Documents for Providing Manpower comprising of Secretarial Assistants, Office Attendants and Receptionist cum Telephone Operator.**

Dear Sir(s),

1. Reference your application No. \_\_\_\_\_ Dt. \_\_\_\_\_ for issue of tender documents for the above mentioned work.
2. A set of tender documents for the said work is enclosed herewith. You are advised to go through the tender documents, **instructions and guidelines** minutely before quoting your rate.
3. Your particular attention is invited to clause regarding **mode /method of** submission of tender in two sealed covers and same must be followed. The proforma of letter regarding unconditional acceptance of AERA's tender conditions is enclosed with this tender document. The proforma may please be duly signed and submitted in cover No. 1.

Yours faithfully,

**Under Secretary (P&A)**

**(For & on behalf of Airports Economic Regulatory Authority of India)**

## SCHEDULE

1	<b>Name of Work</b>	<b>“ Providing Manpower comprising of Secretarial Assistants, Office Attendants and Receptionist cum Telephone Operator ” at-AERA Building, Administrative Complex, Safdarjung Airport, New Delhi</b>
2	Estimated Cost of Work	Rs. 30,00,000/-
3	Earnest Money	Rs. 1,00,000/-
4	Cost of Tender Document <u>The tenderer should submit two drafts in respect of EMD and fee for tender document, if tender document down loaded from AERA website.</u>	Rs. 200/-
5	Period of contract	<b><u>01 (One) years. It is further extendable for another 02 years (on yearly basis) subject to satisfactory performance.</u></b>
6	Last Date, Time and place of receipt of duly filled tender document (Both Technical & Financial Bid)	23.03.2012 upto 1500 hrs
7	Date and Time of opening of :-  1. Technical Bid of tender document ( Envelope -1)  2. Financial Bid of Tender document ( Envelope -2)	23.03.2012 at 1530 hrs  Will be intimated to technically qualified tenderer's on later date

**(Signature of the Authorized Signatory of the Tenderer with seal/rubber stamp)**

## INDEX

**NAME OF WORK: PROVIDING MANPOWER COMPRISING OF SECRETARIAL ASSISTANTS, OFFICE ATTENDANTS AND RECEPTIONIST CUM TELEPHONE OPERATOR AT AERA BUILDING, ADMINISTRATIVE COMPLEX, SAFDARJUNG AIRPORT, NEW DELHI.**

<b>S.No</b>	<b>DESCRIPTION</b>	<b>Page No.</b>
01	Notice Inviting Tender	1 – 8
02	General Terms and Conditions	9 – 11
03	Special Terms and Conditions	12 – 14
04	Tender Form (Annexure A)	15 – 16
05	Acceptance Letter (Annexure B)	17
06	Technical Bid (Annexure C)	18
07	Financial Bid (Annexure D)	19
08	Eligibility Criteria (Annexure E)	20
09	Proforma for Agreement (Annexure F)	21 – 24
10	Proforma for Bank Guarantee (Annexure G)	25 – 26
15	Check List for Technical Bid (Annexure H)	27
16	Checklist for Technical Evaluation (Annexure I)	28
17	Undertaking by the Bidder (Annexure J)	29

**(Signature of the Authorized Signatory of the Tenderer with seal/rubber stamp)**



**AIRPORTS ECONOMIC REGULATORY AUTHORITY OF INDIA**  
AERA Building, Administrative Complex, Safdarjung Airport, New Delhi

**NOTICE INVITING TENDER FOR PROVIDING MANPOWER,  
COMPRISING OF SECRETARIAL ASSISTANTS, OFFICE ATTENDANTS,  
RECEPTIONIST CUM TELE OPERATOR**

Sealed tenders are invited under Two-Bid system from reputed agencies, either in proprietorship or as a partnership having capacity to provide Manpower, comprising of Secretarial Assistants, Office Attendants and Receptionist cum Tele Operator, with the suitable and trained manpower for the Airports Economic Regulatory Authority of India, AERA Building, Administrative Complex, Safdarjung Airport, New Delhi) for a period of one years on contract basis. It is further extendable for another 2 years (on yearly basis) subject to satisfactory performance.

Last date for submission/receipt of tender(s) is 23.03.2012 upto 1500 Hrs. and will be opened by the Tender Opening Committee in the presence of tenderers or their authorized representatives who wish to remain present on the same day at 1530 Hrs. in Conference Hall AERA Building, Administrative Complex, Safdarjung Airport, New Delhi -110003.

The tenders received after the above said scheduled date and time will not be considered. Proposal submitted by fax, telegram or email shall not be entertained.

**Under Secretary (P&A)**

**NOTICE INVITING TENDER FOR SUPPLY OF MANPOWER,  
COMPRISING OF SECRETARIAL ASSISTANTS, OFFICE ATTENDANTS,  
RECEPTIONIST CUM TELE OPERATOR**

**INSTRUCTIONS TO BIDDERS**

1.1 Sealed tenders are invited by Airports Economic Regulatory Authority of India (AERA) from registered agencies, either in proprietorship or as a partnership *Registered Firms/ Companies and Tenderer's* of CPWD/MES/P&T State PWD /PSUs/ Specialized Agencies for **providing MANPOWER, COMPRISING OF SECRETARIAL ASSISTANTS, OFFICE ATTENDANTS, RECEPTIONIST CUM TELE OPERATOR** at AERA Building, Administrative Complex, Safdarjung, Airport, New Delhi " for an estimated cost of Rs 30 lacs for a period of 01 (One) year. It is further extendable for another period of 02 years (on yearly basis) subject to satisfactory performance. Joint Venture / Consortium are not accepted.

1.2 Tender documents consisting of NIT, conditions of contract, complete specifications, the schedule of quantities etc. can be purchased from the office of the Under Secretary (P&A), AERA, AERA Building, Safdarjung Airport, New Delhi between 1000 hrs and 1500 hrs every day except on Saturdays, Sundays and other government holidays on payment of Rs 200/- (*non refundable*) (Rs.100/- extra if required by post.) in the form of DD drawn on any Nationalized / Scheduled Indian Bank (as RBI Scheduled) except Cooperative / Gramin Bank in favour of Airports Economic Regulatory Authority of India, payable at New Delhi.

1.3 The complete set of tender documents can also be downloaded from the website of AERA [www.aera.gov.in](http://www.aera.gov.in). If tender document downloaded from the AERA website, fee of the tender document should be enclosed in Technical Bid in the form of DD drawn on any Nationalized / Scheduled Indian Bank (as RBI Scheduled) but not Cooperative / Gramin Bank in favour of Airports Economic Regulatory Authority of India, payable at New Delhi.

**2. ELIGIBLE BIDDERS**

2.1. Tenderers who are providing similar kind of services in Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi for at least last three consecutive years and having annual average turnover of Rs One Crore during the last three accounting years in the books of accounts from providing similar services.

(a) Similar works mean- Supply of Manpower comprising of Secretarial Assistants, Data Entry Operator, Office Attendants and Receptionist cum tele Operator in, Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi.

### **3. QUALIFICATION OF THE BIDDERS**

3.1 The proposals must be properly signed in blue ink by the authorised representative (the "Authorised Representatives") as detailed below:

- a) by the proprietor, in case of a proprietary firm ; or
- b) by the partner, in case of partnership firm and / or a limited liability partnership; or
- c) by a duly authorised person holding the Power of Attorney, in case of a limited Company or a Corporation

3.2. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership full details of ownership and control of each member thereof.

3.3. Bidder or members of a partnership shall submit a copy of PAN card No. under Income Tax Act.

3.4. Bidder must submit copies of all documents required, duly self-attested and stamped, along with technical bid of the tender.

3.5. Each Bidder (each member in the case of partnership firm) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Airports Economic Regulatory Authority of India (AERA) subsequently finds to the contrary, the Authority reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

3.6. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

### **4. ONE BID PER BIDDER**

Each bidder shall submit only one tender either by himself or as a partner in partnership. If a bidder or if any of the partners in a partnership firm participate in more than one bid, the bids are liable to be rejected.

### **5. COST OF BID**

The bidder shall bear all costs associated with the preparation and submission of his bid and the Authority will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

### **6. TENDER DOCUMENTS**

#### **6.1. Contents of Tender Documents.**

6.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing **Manpower comprising of Secretarial Assistants, Office Attendants and Receptionist cum tele Operator** . The Tender document comprises of:

- (a) Notice of Invitation of Tender.

- (b) General Terms and Conditions
- (c) Special Terms and Conditions
- (d) Tender Form (Annexure A)
- (e) Acceptance Letter (Annexure B)
- (f) Technical Bid (Annexure C)
- (g) Financial Bid (Annexure D)
- (h) Eligibility criteria for Secretarial **Assistants, Office Attendants and Receptionist cum tele Operator** (Annexure E)
- (i) Proforma for Agreement (Annexure F)
- (j) Form of Bank Guarantee for Performance Security (Annexure G)
- (k) Check List for Technical Bid and its enclosures (Annexure H)
- (l) Checklist for Technical Evaluation (Annexure I)
- (m) Undertaking by the Bidder (Annexure J)

6.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions, Annexure in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

6.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

## 6.2. CLARIFICATION OF TENDER DOCUMENT:

6.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the US(P&A), Airports Economic Regulatory Authority of India (AERA), Safdarjung Airport, New Delhi-110 003.

6.2.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the US(P&A), Airports Economic Regulatory Authority of India (AERA), Safdarjung Airport, New Delhi-110 003 not later than two weeks before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will be copied to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the Authority shall be carried out in writing.

6.2.3. Except for any such written clarification by the Authority, which is expressly stated to be an addendum to the tender document issued by the Under Secretary (P&A), Airports Economic Regulatory Authority of India (AERA), Safdarjung Airport, New Delhi-110 003, no written or oral communication, presentation or explanation by any other employee of the Authority shall be taken to bind or fetter the Authority under the contract.

## 7. PREPARATION OF BIDS

### 7.1. **Language.**

The bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation duly authenticated and certified by the applicant. The English version shall prevail in matters of interpretation.

### 7.2. Documents Comprising the Bid.

Tender document issued for the purposes of tendering as described in Clause 6.1 and any amendments issued shall be deemed as incorporated in the Bid.

7.2.1. The tender should be submitted in two parts namely technical bid along with the documents required to be submitted along with the bid and commercial bid and each of the bids should be kept in separate sealed cover. Both the sealed cover should then be kept in another sealed cover addressed to US (P&A), Airports Economic Regulatory Authority. The outer envelope containing sealed cover should bear the address, Tender Number and date and subject of tender.

7.2.2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be attached with Technical Bid to acknowledge the acceptance of the same.

### **7.3. BID PRICES**

7.3.1. Bidder shall quote the **rates in the Financial Bid (Annexure D)** in Indian Rupees for the entire contract inclusive of all the liabilities of the contractor such as Bonus, identity cards, all other statutory liabilities (like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc.).

7.3.2. Conditional bids/offers will be summarily rejected.

### **7.4. FORM OF BID**

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm / Registered Companies, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

### **7.5. Currencies of Bid and Payment**

7.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

### **7.6. Duration of Contract**

The contract shall be valid initially for one years and the Authority reserves the right to extend the validity of contract, for further 02 years (on yearly basis) subject to satisfactory performance. The Authority also reserve the rights to curtail the duration of the contract/extended duration of the contract at any time without assigning any reason therefor.

### **7.7. BID SECURITY**

7.7.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs 1,00,000/- in the form of an Account Payee DD, favour of Airports Economic Regulatory Authority of India (AERA), Safdarjung Airport, New Delhi-110 003, payable at New Delhi from Nationalised/Schedule Bank along with the Tender document. The Bid Security will remain valid for a period of Ninety days beyond the final bid validity period.

7.7.2. Any Tender not accompanied by Bid Security shall be rejected.

7.7.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.



7.7.4. Bid security of the successful bidder shall be returned on receipt of Performance Security by the Department and after signing the agreement (Annexure F & G ).

7.7.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

7.7.6. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by AERA.

#### **7.8. Format and Signing of Bid**

7.8.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

7.8.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

7.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by AERA, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled / signed and dated by the person or persons signing the bid.

7.8.4 No alteration/correction/overwriting etc in the financial bid shall be accepted under any circumstances and the bid shall not be evaluated.

#### **8. Submission of Bids**

8.1.1. The bidder shall submit Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover duly superscribed and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.

8.1.2. The sealed cover Technical Bid should consist of the following documents:-

- (a) Bid Security (Earnest Money Deposit) for an amount of Rs 1,00,000/- in the form of an Account Payee DD from a commercial bank in favour of "**Airports Economic Regulatory Authority of India**".
- (b) Firm/agency name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- (c) Self attested copy of PAN No. card under Income Tax Act;
- (d) Self attested copy of Service Tax Registration Number;
- (e) Self attested copy of Valid Registration No. of the Agency/Firm;
- (f) Self attested copy of valid Provident Fund Registration Number;
- (g) Self attested copy of valid ESI Registration Number;
- (h) Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;
- (i) Proof of Average Annual turnover as stated in Clause 2.1 supported by duly certified/audited Balance Sheet for last three consecutive accounting years;
- (j) Proof of experience as stated in Clause 2 supported by documents from the concerned organizations;
- (k) Duly filled and signed Annexures H, I and J.
- (l) The tenderer should submit two drafts in respect of EMD and fee for tender document, if down loaded from AERA website.

- (m) Tender documents issued by AERA, duly signed and stamped on each page by the tenderer
- (n) Firms / Tenderer should not be black listed by any PSU / Govt under takings. They should submit an affidavit to this effect.

8.1.3. The sealed cover of Price Bid should contain Price bid in original duly filled in figures & words and duly signed and stamped.

8.1.4. All the sealed covers shall be addressed to the Secretary, Airports Economic Regulatory Authority of India (AERA), Safdarjung Airport, New Delhi-110 003 and will be put in the Tender Box placed in the chamber Under Secretary (P&A), Airports Economic Regulatory Authority of India (AERA), Safdarjung Airport, New Delhi-110 003..

8.1.5. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

## **8.2 Late and Delayed Tenders:-**

8.2.1. Bids must be received in the Authority at the address specified above not later than the date and time stipulated in the NIT. The Department may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Authority and the Bidder will be the same.

8.2.2. Any bid received by the Authority after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

## **9. Bid Opening and Evaluation**

9.1.1. The Technical Bids received will be opened in the presence of the Bidders and/or of their representatives who choose to attend at the appointed place and time.

9.1.2. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.

9.1.3. Conditional bids will also be summarily rejected.

9.1.4. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

## **9.2 Right to accept any Bid and to reject any or all Bids**

9.2.1. The Authority is not bound to accept the lowest or any bid and may at any time at its sole discretion by notice in writing to the bidders terminate the tendering process.

9.2.2 The Authority may terminate the contract if it is found that the agency is black listed on previous occasions by any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

9.2.3. The Authority may reject a Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

## **10.1 Award of Contract**

10.1.1. The Authority will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

10.1.2. Successful tenderer will be informed of the acceptance of his tender. Necessary instructions regarding the amount and time provided for Security Deposit will be communicated.

10.1.3. The successful bidder will be required to execute a contract agreement in the form specified in "Annexure G" within a period of 30 days from the date of issue of Letter of Offer.

10.1.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Offer' for an amount of 5% of the contract value in the form of an Account Payee DD from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form (Annexure G) in favour of "**Airports Economic Regulatory Authority of India (AERA)**", Safdarjung Airport, New Delhi-110 003. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

10.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid security

## **11. Disqualification**

Airports Economic Regulatory Authority of India may disqualify the application(s) for the following reasons:

- a. If any one of the parameters listed in the "NIT" are not complied with.
- b. If any of the documents sought to support the information given by tenderer is not enclosed/ submitted.
- c. If EMD and Fee of tender document, if tender document downloaded from the AERA website, is not enclosed.
- d. Furnishes wrong/false information(s) /declaration(s) .
- e. If tender is received after the due date and time indicated therein.
- f. If any firm (s) attempts to influence the tender process.



**(PRASHANT RASTOGI)**  
**UNDER SECRETARY (P&A)**  
**Airports Economic Regulatory Authority of India**  
**AERA Building ,**  
**Administrative Complex, Safdarjung Airport,**  
**New Delhi – 110 003.**  
**PH-24695044-47 Ext. 233**

## GENERAL CONDITIONS OF THE CONTRACT

### 1. **General**

- 1.1 The work in general shall be carried out in accordance with the Specifications and as per directions of Officer-in –charge.
- 1.2 The contactor shall study carefully **and get clarified working conditions**, and conditions of the tender documents **and to get clarifications and explanations, if required, from the Officer-in-Charge** to fully appreciate the scope of work before quoting his rates.
- 1.3 The tenderer shall be responsible for the recruitment, retaining and retrenchment, **salaries and other employments benefits** of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of the personnel. **Tenderer's employees/staff shall have no status or claim or right qua AERA.**
- 1.4 The competent authority of AERA reserves right to reject/cancel the entire tender process without assigning any reason thereof and without incurring any liability whatsoever in favour of the bidder(s).
- 1.5 The information mentioned in the tender documents is being furnished for general information & guidance only. The Officer-in-Charge, in no case shall be held responsible for the accuracy thereof or interpretations or conclusion drawn there from. The tenderer shall verify such data to his entire satisfaction before quoting the rates.

### 2. **Execution of work : Tenderer's Responsibilities**

- 2.1 The tenderer shall comply with proper and legal orders and directions of the local or public authority or Municipality and abide by their rules and regulations and pay all fees and charges, which he may be liable.
- 2.2 The tenderer has to ensure that the services are not disturbed either due to absenteeism or due to willful act/omission of his staff. Maximum care and precautions shall be taken to avoid any system break down. In case workforce deployed by the tenderer resorts to any kind of industrial action, the tenderer shall arrange to deploy alternate work force of sufficient strength and competence to maintain the normal operations.

### 3. **Tenderer's liability with respect to Labour/ Workmen Laws/ Acts/ Rules & Regulations etc:**

- 3.1 The tenderer shall comply with all applicable laws, Ordinance, Rules & Regulations including the provisions of Contract Labour (Regulation & Abolition) Act 1970, EPF Act, 1952, ESI Act, 1948, Payment of Wages Act, 1936 and Workmen Compensation Act, 1923 and all other applicable labour laws in respect of this contract and shall bear at his own cost all charges **and levies and deposits** in connection therewith.
- 3.2 The tenderer shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, Employee Provident Fund & Misc. Provision Act, 1952 and ESI Act, 1948, as amended from time to time and rules framed there under and other labour law affecting contract labour that may be brought into force from time to time and shall continue to have valid PF Account No. and ESI Registration No. till actual completion of the contract. The tenderer by 10<sup>th</sup> of every month shall provide a monthly statement along with challans showing recoveries of contribution and proof of remittance of provident funds contribution to RPFC ESI contributions to ESI Corporation etc. in respect of Workers engaged for deployment to the office of AERA work. AERA reserves the right to withhold amount from the running account payments, if PF/ESI contributions are not paid by the tenderer and proof to that effect have not been produced regularly on due dates.
- 3.3 The tenderer shall take at his own cost, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the

above-mentioned services to be rendered to AERA and against all claims, damages or compensations payable under workmen's Compensation Act, 1923 or any modification thereof. The insurance policy shall be kept alive till the officer-in-charge permits and agrees to it. The tenderer shall comply with all relevant labour laws as applicable or as may be mentioned during the contract period and shall indemnify AERA against all acts/omissions, fault, breaches and/or any claim or demand, loss, injury and expenses to which AERA may be party or involved as a result of tenderer's failure to comply and of the obligation under the relevant act / law which the tenderer is bound to follow.

#### **4. Performance Guarantee**

- 4.1 The tenderer shall furnish performance guarantee @ 5% of the contract value within 15 days of the receipt of notification of award from AERA. The performance security shall be furnished to AERA in accordance with the general condition of the contract, either in form of a DD from a Commercial Bank in favour of "Airports Economic Regulatory Authority (AERA)" or in the performance security form (Bank Guarantee) provided at Annexure G to Proforma for Agreement.

#### **5. Payment to Tenderer**

- 5.1 **The tenderer shall submit to AERA his monthly bills by or before the 7<sup>th</sup> day of following month with all supporting documents as required, which shall be paid after verification and scrutiny by the officer-in-charge.**
- 5.2 All taxes and levies as per Central/State laws and rules will be recovered from the gross amount of the bill.
- 5.3 Minimum wages rate shall be reimbursed only for the actual amount paid, if increased / revised during contract period, in accordance with the Government notification so as to enable the tenderer to meet the statutory obligation. Necessary proofs of such actual payment made as a result of Govt. Notification of the previous month shall be submitted by the tenderer to officer-in-charge in the following month, failing which the bill will be kept pending. The Authority shall reimburse only the amount up to a max. of minimum wages so revised.
- 5.4 Payment under the contract will be made in Indian Rupees (INR)

#### **6. Performance of Tenderer**

- 6.1 The AERA and tenderer shall have the right to terminate the contract with a **written** notice of thirty days. Such notices shall be served by registered post, at the respective address. Notwithstanding the above, the tenderer shall continue to provide the services as required in the contract for further period of 90 days or till new tender is awarded, whichever is earlier.
- 6.2 In case it is observed by Officer-in-charge that the work performed by the tenderer is not as per the required standards/specified quality as contained in the contract terms and conditions, the tenderer will be served with the written notice to that effect, calling upon to explain the same and improve his performance within a stipulated time. If Officer-in-charge is not satisfied with the clarification/**reply of tenderer**, a penalty for the first default @ 2% of the monthly bill and for second default @ 4% of the monthly bill and lastly for third default @ 8% of the monthly bill shall be leviable and recovered. After the third default, if the tenderer commits further default, there shall not be accepted any further excuse and pardon and AERA will have the right to terminate the contract by giving written notice of days. However, the tenderer shall continue to provide the services as required in the contract for further period of 90 days or till new tender is awarded, whichever is later.

**7. Indemnification**

- 7.1 The tenderer shall be directly responsible to indemnify the AERA against all charges, dues, claims, etc. arising out of the disputes relating to the dues and employment of the personnel deployed and further for any claim / compensation against all damages and accidents caused due to negligence on the part of his employees/by him.

**8. Arbitration**

All disputes or difference of any kind whatsoever arising out of or in connection with the contract or the carrying out of the work, whether during the progress of the work or after the completion and whether before or after the termination, abandonment or breach of the contract shall be referred to by either party (AERA or the vendor) to the arbitration of a single arbitrator nominated by the Secretary, Airports Economic Regulatory Authority of India. The arbitration shall be governed by Arbitration and conciliation Act, 1996 or any statutory modification thereof. The venue for arbitration shall be New Delhi. The award of the Arbitrator shall be binding on both parties.

**9. Force Majeure**

- a. Force Majeure means any event beyond the control of a party, which makes a party's performance of its obligation hereunder impossible and impractical as reasonably to be considered impossible in the circumstances and shall be limited to war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics quarantine restriction, strikes, lockouts or acts of God (hereinafter referred to as events)
- b. Without prejudice to the generality of clause (a) above, it is specifically clarified that Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to either (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.
- d. Measures to be taken
1. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
  2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 21 days following the occurrences of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
  3. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

## SPECIAL CONDITIONS OF CONTRACT

All services shall be rendered by persons qualified and skilled in performing such services as per the eligibility criteria as provided for in the Annexure A to the contract.

2. The persons deployed by the service provider should not have any adverse Police records/criminal cases against them. The service provider should make adequate enquiries about the character antecedents of the persons whom they propose to deploy. The character antecedents of each person should be verified by the service provider, before their deployment, after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect is submitted to AERA. The service provider will also ensure that the persons deployed are medically fit and shall maintain a record of all certificates of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by AERA for any reasons immediately on receipt of such a request.

3. The service provider shall engage necessary persons as required by AERA from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their wages every month as per law in force.

4. The service provider's personnel should be polite, cordial, positive and efficient while handling the assigned work and their action should promote goodwill and enhance the image of AERA. The service provider shall be responsible for any act of indiscipline on the part of the persons deployed by him. The service provider shall ensure proper conduct by his personnel in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

5. The service provider's would ensure that its personnel shall not divulge or disclose to any person, any details of office, operation process, technical know-how, security arrangements, administrative/ organizational matters as all are confidential/secret in nature and treated as such.

6. There would be no master - servant relationship between the employees of the service provider and AERA. Further, they shall not claim any benefit/compensation/absorption/ regularization of service from AERA under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 and/or any other related legislation pertaining to the employment. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this office.

7. The persons deputed shall not be below the age of 18 years.

8. The service provider shall ensure appropriate penal action against person or persons, deployed by the service provider as required by AERA, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable to AERA because of security reasons, incompetence, conflict of interest, breach of confidentiality or improper conduct etc. upon receiving written notice from AERA within \_\_\_\_\_ days of receipt of notice.

9. It shall be the responsibility of the service providing agency to meet transportation, food, medical and other statutory requirements in respect of the persons deployed in AERA and AERA shall have no liability of any kind whatsoever towards such liabilities.
10. Working hours shall be from 0900 hrs. to 1730 hrs. i.e. 8-1/2 hours per day including 30 minutes lunch break in between. However, in exigencies of work, the service provider's personnel may be required for duration exceeding the said 8½ hours/day and may also be called on Saturday, Sunday and other Gazetted Holidays, if required. They may be correspondingly paid for such extra hours, additional remuneration by the service provider on the basis of a certificate provided by AERA as per approved rates of charges to be debited to AERA. However, the Authority shall reimburse only the actual amount paid by the service provider, subject to a maximum of amount on pro-rata basis, for such extra hours.
11. The service provider shall be wholly and exclusively responsible for payment of wages to the persons deployed by him in compliance with all the statutory obligations under all related legislations as applicable as per law in force, from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and AERA shall not incur any liability whatsoever in this respect.
12. The service provider shall submit the bill in triplicate in respect of each particular month in the first week of the following month. As far as possible, the payment shall be released by the third week of the following month after deducting taxes at source under the law in force.
13. AERA shall maintain an attendance register in respect of the staff deployed by the service provider. Payments to the service provider would be made strictly based upon the attendance as recorded in the attendance register and certification by the officer, with whom service provider's personnel is attached, that his service was satisfactory.
14. No wage / remuneration shall be payable towards the period when any staff remains absent from duty.
15. The service provider shall also provide the required personnel for a shorter period, in case of any exigencies as per the requirement of AERA.
16. The service provider shall provide substitute's well in advance if there is any probability of a person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
17. The service provider shall be contactable at all times and message sent by phone/mail/fax/special messenger from AERA to the service provider shall be acknowledged/responded to immediately on receipt.
18. The service provider shall strictly observe the instructions issued by this office in fulfillment of the terms of the contract from time to time.
19. The agency should be registered with the concerned Government Authorities under required legislating and a copy of the registration may be submitted.



20. AERA shall not be liable for any loss, damage, theft, burglary or robbery of any personal belonging, equipment or vehicles of the personnel of the service provider.
21. The Agency shall submit its PAN and Service Tax registration number.
22. The service provider on its part and through its own resources, shall ensure that the goods, materials and equipments etc., are not damaged in the process of carrying out the tasks undertaken by it's personnel and shall be responsible for any act of commission or omission on the part of its personnel. If AERA suffers any loss or damage on account of negligence, default or theft on the part of the personnel of the service provider, then the service provider shall be liable to reimburse AERA for the said loss/damage. The service provider shall keep AERA fully indemnified against any such loss or damage.
23. The successful bidder shall deposit performance security amount of 5% of the contract value. The amount shall be payable through Bank Draft/Bank Guarantee drawn in favor of " Airports Economic Regulatory Authority of India" New Delhi. The Performance security amount shall be forfeited in case the service provider is not able to provide the requisite personnel within the period stipulated by AERA or fails to comply strictly with the terms of the agreement or if there is frequent absence from duty/misconduct on part of manpower deployed by the service provider.
24. The successful bidder shall execute an agreement with AERA for development of suitable manpower as per the requirement of this office on the above terms and conditions. **(Annexure – F)**
25. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of AERA.
26. However, the agreement can be terminated by either party giving one month's written notice in advance. If the service provider fails to give one month notice in writing for termination of the agreement, security deposit shall be forfeited by AERA.
27. On the expiry of the agreement as mentioned above, the service provider shall withdraw all its personnel. The service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to personnel deployed. AERA shall, in no way, be concerned with such issues.

## TENDER FORM

To

The Secretary,  
Airports Economic Regulatory Authority of India  
AERA Building, Safdarjung Airport,  
New Delhi-110003.

Sir,

I / We have read and understood with all clarifications the following documents relating to the work of Supplying of Manpower at AERA Building, Administrative Complex, Safdarjung Airport, New Delhi.

- |                                   |   |                                   |
|-----------------------------------|---|-----------------------------------|
| a) Notice Inviting Tender         | } | <b>In Cover 1 (Technical Bid)</b> |
| b) General Conditions of Contract |   |                                   |
| c) Special Conditions of Contract |   |                                   |
| d) Technical Bid                  |   |                                   |
| e) All related Annexures          | } | <b>In cover 2 (Financial Bid)</b> |
| f) Financial Bid                  |   |                                   |

I/We hereby tender for the work referred to in the aforesaid documents as per the terms and conditions referred therein and in accordance with the Scope of work, all conditions and other relevant details.

In consideration if selected for the said contract as stipulated in condition of contract, I / We agree to keep the tender open for acceptance for 90 days from the date of opening and not to make any modification in terms and conditions which are not acceptable to AERA.

1. A sum of Rs. \_\_\_\_\_ /- is hereby forwarded in the form of Demand Draft No. \_\_\_\_\_ Dtd. \_\_\_\_\_ issued by \_\_\_\_\_ payable at \_\_\_\_\_ towards Earnest Money Deposit
2. A sum of Rs. \_\_\_\_\_ /- is hereby forwarded in the form of Demand Draft No. \_\_\_\_\_ Dtd. \_\_\_\_\_ issued by \_\_\_\_\_ payable at \_\_\_\_\_ towards fee of tender document downloaded from the AERA website in favour of "Airports Economic Regulatory Authority of India".

**(\*Score out, it or applicable)**

I/We agree that AERA shall, without prejudice to any other right or remedy, be at liberty to forfeit the fully said earnest money absolutely. In case the conditions mentioned in NIT clause 7.3 is found violated after opening the Cover No 2 (Financial Bid), the tender shall be summarily rejected. AERA shall without prejudice to any other remedy be at liberty to forfeit the full said earnest money absolutely and I/We shall not be considered as un-successful tenderer for the purpose of return of earnest money as provided in the notice inviting tender. Should this tender be accepted, I /We hereby agree to abide by and fulfill all the terms and conditions and provisions of the aforesaid documents.

If, after the tender is accepted, I/We fail to comply with fulfill required formalities and further fail to commence the work in time as provided in the conditions, I/We agree that AERA shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely and take such action against me/us, as deemed fit under the terms and conditions of the contract including of that the contract may be foreclosed and debar us /me from participating in tender for future works.

I/We agree that should AERA decide to forfeit the earnest money as aforesaid, unless a sum equal to earnest money mentioned above is paid by me/us forthwith, AERA may at its option recover it out of the deposit and in the event of deficiency, out of any other money due to me/us or otherwise.

If the tender is accepted I/We agree that within 15(fifteen) days of the receipt of notification of award from AERA, the performance security shall be furnished by us in accordance with the general condition of the contract in the performance security form (Bank Guarantee) provided at Annexure- G to Proforma for Agreement.

Signature of the Signature of Tenderer /tenderer:

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

Agency: \_\_\_\_\_

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

Postal Address : \_\_\_\_\_

Telephone No: \_\_\_\_\_

Mobile No: \_\_\_\_\_

Fax : \_\_\_\_\_

E-mail : \_\_\_\_\_

**Annexure B**

**ACCEPTANCE LETTER  
(TO BE PUT IN COVER NO.1)**

The Secretary,  
Airports Economic Regulatory Authority of India,  
AERA Building,  
Safdarjung Airport,  
New Delhi-110003.

**ACCEPTANCE OF AERA's TENDER CONDITIONS**

Sir,

1. The tender documents for the work of Supplying of Manpower comprising of **Secretarial Assistants, Office Attendants, and Receptionist cum tele Operator at AERA Building, Administrative Complex, Safdarjung Airport, New Delhi** have been sold to me/us by AERA and I/We hereby certify that I/We have inspected the site and read, understood and clarified the entire terms and conditions of the tender documents and I/We shall abide by the conditions/clauses contained therein.
2. **I/We hereby unconditionally accept the tender conditions of AERA's tender documents in its entirety for the above work.**
3. The contents of clauses 7.3 of Notice Inviting Tender of the tender documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on quoted rates, if any) in the tender enclosed in 'Cover No.2' and the same has been followed in the present case. In case, this provisions of the tender is found violated after opening 'Cover No.2'. **I/We agree that the tender shall be rejected and AERA shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.**
4. **'That, I/We declare that I/We have not paid and will not pay any bribe to any officer of AERA for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AERA asks for bribe/ gratification, I/We will immediately report it to the Appropriate Authority in AERA'**

Yours Faithfully,

**(Signature of the  
Authorized Signatory of the Tenderer with seal/rubber stamp)**

**TECHNICAL BID****Subject :- Quotation for award of contract for providing manpower .**

<b>SL. No.</b>	<b>PARTICULARS</b>	<b>TO BE FILLED IN BY THE TENDERER</b>
1	Name of the Agency	
2	Detailed office address of the agency with office telephone number, fax no.,mobile number and the name of the contact person	
3	Date of establishment of the agency (copy of certificate of incorporation)	
4.	Whether registered with all concerned Government Authorities A. Registration for Manpower supply B. PF registration C. ESI registration D. PAN/TAN No. E. Service tax registration no. (copies of all certificate of registration to be enclosed)	
5.	Experience in dealing with government departments. (indicate the names of the departments and attach copies of contracts orders placed on the agency).	
6.	Whether the firm is blacklisted by any government department or any criminal case is registered against the firm or its owner/partner anywhere in India.	
7.	A copy of the terms and conditions & special terms and conditions, duly signed, all the pages in token of acceptance of the same is enclosed with a certificate that "I/We accept all the terms and conditions of your letter referred in this regard"	
8	Details of emd A. Amount B. Draft no. & Date C. Name of the bank	

SIGNATURE OF THE AUTHORISED SIGNATORY

NAME :

DATE :

DESIGNATION :

PLACE :

SEAL OF THE FIRM :

## FINANCIAL BID

To,

**The Secretary  
Airports Economic Regulatory Authority of India,  
AERA Building, Administrative Complex,  
Safdarjung Airport,  
New Delhi-110003**

**Subject :- Quotation for award of contract for providing manpower.**

Sir,

With reference to your letter No. \_\_\_\_\_,  
on the above cited subject, I/we quote the rate for above mentioned work as under:-

SL NO	DESCRIPTION	RATE (PER MONTH PER PERSON FOR 8 1/2 HRS DUTY INCLUDING 30 MINUTES LUNCH BREAK)* IN FIGURES	RATE PER MONTH IN WORDS
1	SECRETARIAL ASSISTANT	Basic +DA EPF ESI Service tax Service Charges <b>Total</b>	
2	RECEPTIONIST-CUM-TELEOPERATOR	Basic +DA EPF ESI Service tax Service Charges <b>Total</b>	
3	OFFICE ATTENDANT	Basic +DA EPF ESI Service tax Service Charges <b>Total</b>	

\*It is mandatory to indicate the break-up of rates i.e. minimum wages, PF, ESI, Service Tax, Service Charge etc fulfilling all laws, rules, requirements and statutory obligations required under Minimum Wages Act, Workmen's Compensation Act and other labour laws in force from time to time.

Note :

- 1) The contractor is to quote the rate in INR
- 2) The rates are to be quoted both in figures and words. No over writing or cutting allowed

SIGNATURE OF THE AUTHORISED SIGNATORY

NAME :

DATE :

DESIGNATION :

PLACE :

SEAL OF THE FIRM :

**ELIGIBILITY CRITERIA FOR EACH CATEGORY****1. Secretarial Assistants**

- (i) Graduate in any discipline from recognized university
- (ii) Good knowledge of Hindi and English
- (iii) Proficiency in stenography
- (iv) Knowledge in Computer applications such as MS Word/Access/Power Point/Internet/e-mail.

**2. Receptionist-cum-teleoperator**

- (i) Graduate in any discipline from recognized University.
- (ii) Good knowledge of Hindi & English
- (iii) Knowledge of Computer
- (iv) Good Communication Skills

**3. Office Attendants (Peons/ Messenger)**

- (i) Middle Pass
- (ii) Should be able to read and write Hindi and English.
- (iii) Shall be able to attend to Senior Officers, Distribution of Dak, Dusting of work stations, Almirahs, Glass Panes of all windows/door etc.
- (iv) Misc. duties like shifting of goods/office furniture/locking and unlocking the office rooms and halls in the morning/evening and any other work assigned from time to time.

**PROFORMA FOR AGREEMENT**

This agreement made at New Delhi on this \_\_\_\_\_ of \_\_\_\_\_, 2011 between Airports Economic Regulatory Authority of India, AERA Building, Administrative Complex, Safdarjung Airport, New Delhi on the one part represented by its Secretary hereinafter called as the Authority.

**AND**

M/s \_\_\_\_\_, hereinafter called as the "Tenderer" on the other part which expression shall wherever the context so admits, including its Directors, Partners, Successors, Legal representatives and permitted assignees.

And whereas the Authority is desirous of contracting out the Supply of Manpower comprising of Secretarial Assistants, Office Attendants and Receptionist-cum-tele-Operator which is of highly specialized nature at the Authority's premises at Administrative Complex, Safdarjung Airport through M/s. \_\_\_\_\_ . M/s. \_\_\_\_\_ submitted its offer for the aforesaid work, whereby it represented to the Authority that it had the requisite professional skills and in the said proposal agreed to provide the said Manpower to the Authority on the terms and conditions set forth in this agreement. The Authority, on acceptance, has agreed to the offer of M/s. \_\_\_\_\_ and has awarded above said works in favour of M/s. \_\_\_\_\_ for a consolidated amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) plus taxes per month, as per company's letter dated \_\_\_\_\_ for a maximum period of one year, on the terms and conditions set forth hereunder. Now, in pursuance of the letter of award No. \_\_\_\_\_ dated \_\_\_\_\_, the parties have entered into this Agreement.

**General Terms and Conditions of the Contract :**

1. Awarding of the contract shall not be construed or interpreted in any manner as creating any agency or partnership between the Authority and M/s. \_\_\_\_\_ or any other kind of relationship being or deemed, as created between the Authority and any employee/staff of M/s. \_\_\_\_\_. The relationship between M/s. \_\_\_\_\_ and the Authority shall be expressly and completely as per the terms and conditions and is not open to any further or other construction or interpretation.
- 2.1 Any action required or permitted to be taken and any document required or permitted to be executed under this agreement by the Authority or M/s. \_\_\_\_\_, as the case may be, may be taken or executed by the officials specified in this clause.
- 2.2 If the Authorized representative finds that the performance of M/s \_\_\_\_\_ is unsatisfactory or not as per the required standards/ quality as contained in the contract terms and conditions, a notice shall be given to improve the performance, failure to improve within a period of 7 days, shall entitle the Authority to levy penalty @ 1% of monthly bill and deduct the same from bills of the calendar month of M/s. \_\_\_\_\_. Failure to improve the services for another period of 7 days will entitle the authority to terminate this agreement and the services of M/s. \_\_\_\_\_ without further notice unless agreed otherwise in writing
- 2.3 The Authority may from time to time designate one of its officials as the Authority representative. Unless otherwise notified the Authority Representative shall be :

Shri \_\_\_\_\_  
Airports Economic Regulatory Authority of India



AERA Building  
Administrative Complex  
Safdarjung Airport  
New Delhi – 110 003.

Tel.: \_\_\_\_\_ Fax : \_\_\_\_\_

M/s. \_\_\_\_\_ may designate one of its employees as \_\_\_\_\_ Representative.  
Unless otherwise notified the M/s \_\_\_\_\_ Representative shall be :

Shri \_\_\_\_\_

M/s. \_\_\_\_\_

Address : \_\_\_\_\_

Tel. : \_\_\_\_\_

Fax : \_\_\_\_\_

3. It will be the sole duty and discretion of M/s \_\_\_\_\_ to deploy its own personnel of its own choice for the performance of this contract. The personnel engaged by M/s \_\_\_\_\_ for Services will work under its control, supervision and administration. M/s \_\_\_\_\_ shall provide all Identity Cards etc. ensure their physical hygiene at its own cost.
4. M/s \_\_\_\_\_ shall be the employer of all its employees/staff deputed/ deployed by it for the purpose of this contract and shall be liable entirely to the exclusion of anyone else, for the payment of wages as also the observance of all statutory requirements including the deposit of EPF, ESI, contribution and Service Tax, etc. and/or filing of return. M/s. \_\_\_\_\_ shall indemnify the Authority for all or any liability, proceedings, action etc. which may arise on this account. M/s \_\_\_\_\_ shall also indemnify the Authority against any compensation/claim and damages etc. due to accident or injury to its manpower or death due to accident or otherwise, which may arise out of and during the performance of their tasks within the premises or any other place outside the premises of the Authority. The authority would not be liable to pay any damages or compensation to such manpower or to third party.
5. The deployed manpower will contribute towards any exigencies as required by the Authority, irrespective of the scope defined.
6. The M/s \_\_\_\_\_ Representative shall be available at all time to attend to any complaint received or as pointed out by the Authority. The Manpower shall not directly or indirectly, conduct, indulge in or undertake any other professional or other work for reward or otherwise in the premises of the Authority. Any person, staff or personnel of M/s \_\_\_\_\_ found to be absent from his duty, neglecting the duty assigned, displaying improper demeanor, found indulging in behavior or conduct which is not appropriate, unruly or improper or is found not in proper uniform, then such incident, behavior, conduct of such person shall be termed as breach of contract.
7. M/s \_\_\_\_\_ ensures to maintain the discipline amongst its own personnel. In case of any misbehaviour or misconduct by the personnel deployed, M/s \_\_\_\_\_ shall take adequate action against such personnel including forthwith replacing such personnel.
8. M/s \_\_\_\_\_ shall deposit Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) by way of security deposit/ bank guarantee, in the name of "Airports Economic Regulatory Authority of India (AERA), New Delhi as Security for the due performance of the agreement as per **Annexure - I** hereto. The Authority shall have a right to forfeit the security deposit or encash the bank guarantee as the case may be in the event of any breach or default of any of the terms and conditions of the contract, if at any time during the period of

contract, the services of M/s \_\_\_\_\_ with regard to men and material are found unsatisfactory, the contract shall be liable to be terminated without giving any notice and the conservancy/housekeeping service/security service will be carried on through any other agency at the risk and cost of M/s \_\_\_\_\_ till regular alternative arrangements are made.

9. M/s \_\_\_\_\_ shall raise the bill as per the Authority's Award letter no. \_\_\_\_\_ dated \_\_\_\_\_. The amount may be revised whenever there is change in wages according to the applicable Minimum Wages Law/Act. (Any increase in this account, will be supported by relevant notification / documents).
10. M/s \_\_\_\_\_ will raise its bill, along with the copies of EPF, ESI and Service tax challan of the previous month remitted to the appropriate authorities, in the first week of every month for the payment of previous month and the Authority will make the payment within a reasonable time. No advance payment will be made. Payment will be made on monthly basis after satisfactory completion of work. If bill is not supported by the copies of challan, payment will not be made and M/s. \_\_\_\_\_ will be liable for the consequences thereof.
11. The Income-tax as applicable shall be deducted from the bills and necessary TDS Certificate will be issued for such tax deducted.
12. Any terms and conditions of the contract may be amended / revoked with the mutual consent of both the parties at any time during the period of this contract.
13. The contract can be terminated by the Authority on any of the following contingencies:
  - (a) On expiry of the contract period.
  - (b) By giving one month advance notice by Authority on account of :-
    - i. Losses suffered due to lapse of security.
    - ii. For committing breach by M/s. \_\_\_\_\_ of any of the terms and conditions of the contract.
    - iii. On assigning the contract or any part thereof or any benefit or interest therein or there under by the tenderer for submitting whole or part of the contract to any third person.
    - iv. Violations of any provision of applicable law.
    - v. The tenderer is declared insolvent by the competent court of law.
    - vi. If the Authority feels that continuation of contract personnel deployed by the tenderer is detrimental to the Authority's interest.
    - vii. In the event to closing down / winding up of Authority.
14. This Agreement together constitute a complete and exclusive statement of the terms and conditions of this Agreement between the parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the parties and duly executed by the persons especially empowered in this behalf of the respective parties.
15. All matters related to the interpretation of the contract, the decision between Secretary, Airports Economic Regulatory Authority of India, New Delhi and M/s \_\_\_\_\_ shall be final.
16. This contract shall come into force with effect from \_\_\_\_\_ and shall be valid up to \_\_\_\_\_ subject to successful completion of the period as mentioned and

after it will automatically expire w. e. f. \_\_\_\_\_ unless and until the same is renewed for a further period as required by the Authority

In Witness whereof the parties hereto have set and subscribe their respective names signatures and seal to the terms and conditions of the Agreement written hereinabove on the date and year as mentioned hereinabove.

For Airports Economic Regulatory Authority

For \_\_\_\_\_

Authorized Signatory

Authorized Signatory

- 1. Witness
- 2. Witness

PROFORMA FOR BANK GUARANTEE TOWARDS PERFORMANCE SECURITY  
PERFORMANCE GUARANTEE

Ref No..... Bank Guarantee No.....

Dated.....

To,

SECRETARY  
AERA, New Delhi

Dear Sir,

1. In consideration of Airports Economic Regulatory Authority of India (AERA) New Delhi having entered into a contract No..... dated (hereafter called the contract which expression shall include all the amendments thereto) with M/s..... having its registered/head office at ..... (hereinafter referred to as the BIDDER) which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and AERA a performance guarantee for Indian Rupee..... for the faithful performance of the entire Contract.
2. We (name of the bank)..... registered under the laws of----- having head/registered office at ..... (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of India Rs.(in figures)..... (Indian Rupees (in words) ..... without any demur reservation, contest or protest and/or without any reference to the Bidder. Any such demand made by AERA New Delhi on the Bank by serving a written notice shall be conclusive and binding without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any court, Tribunal, Arbitrator or any other authority and /or other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by AERA in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding, up, dissolution or insolvency of the Bidder and shall be remain valid, binding and operative against the bank.
3. The bank also agrees that AERA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder and notwithstanding any security or other guarantee that AERA may have in relation to the Bidder's liabilities.
4. The Bank further agrees that AERA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time exercise of any of the powers vested in AERA against the said bidder and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder's or for any forbearance, act or omission on the part of AERA or any indulgence by AERA to the said Bidder or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of

AERA under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till AERA discharges this guarantee in writing, whichever is earlier.

- 6. The guarantee shall not be discharged by any change in our constitution, in the constitution of AERA or that of the Bidder.
- 7. We -----(Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of AERA in writing.
- 8. The bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
- 9. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase Contract has been placed.
- 10. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (In figures) \_\_\_\_\_ (Indian Rupees in words \_\_\_\_\_ only) and our guarantee shall remain in force until \_\_\_\_\_ (indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us said date, the rights of AERA, under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the right of AERA under his Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this .....day of .....20..... at.....

(Signature)  
**Full name, designation and address**  
**Of bank** (in legible letters) with stamps  
 Attorney as per power of Attorney No.....  
 Dated .....

Witness -1 :  
  
 Signature  
 Full name and address  
 and address

Witness -2 :  
  
 Signature  
 Full name

**Note :** Date of validity should be scheduled date of Completion of six months.

## Airports Economic Regulatory Authority of India

## CHECK-LIST FOR TECHNICAL BID

Sl No.	Documents asked for	Page number at which document is placed
1.	Bid Security (EMD) of Rs 1,00,000 (Rupees One Lakh only) in the form of DD issued by any scheduled commercial bank in favour of "Airports Economic Regulatory Authority" valid for 45 days beyond the Tender validity period.	
2.	Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in Annexure - J.	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
5.	Self attested copy of Service Tax Registration No.	
6.	Self attested copy of valid Registration number of the firm/agency.	
7.	Self attested copy of valid Provident Fund Registration number.	
8.	Self attested copy of valid ESI Registration No.	
9.	Self attested copy of valid Licence No. under Contract Labour (R&A) Act, 1970.	
10.	Annual returns of previous three years supported by audited balance sheet (clause 2.1 of NIT)	
11.	Any other documents, if required.	

Signature of the Bidder  
(Name and Address of the Bidder)  
Telephone No.

## Airports Economic Regulatory Authority of India

## Checklist for Technical Evaluation

Sl No.	Information to be provided	To be filled by the Bidder	For Office Use
1.	Annual Turnover (in Lakhs)		
2.	Manpower on roll		
3.	Experience of providing manpower (Secretarial Assistants, Data Entry Operator, Office Attendants and Receptionist cum tele Operator (in years)		
4.	Volume of work done during last three financial years as specified in clause 2.1 of the NIT.		
5.	No. of Trained Supervisory staff in the field of SA/DEO/OA/Receptionist.		

**Note: Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.**

(ON A STAMP PAPER OF RS. 100/-)

**UNDERTAKING**

To

Secretary  
Airports Economic Regulatory Authority of India  
AERA Building, Administrative Complex,  
Safdarjung Airport, New Delhi – 110 003

Name of the firm/Agency \_\_\_\_\_

Name of the tender \_\_\_\_\_ Due date: \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.

2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.

3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.

4. I/We shall provide trained Secretarial Assistants, Data Entry Operator, Office Attendants and Receptionist cum tele Operator.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.