

AIRPORTS ECONOMIC REGULATORY AUTHORITY OF INDIA

NO. AERA/10015/Manpower (NIT)/2012

Date:

To

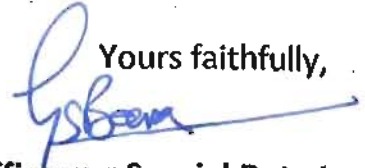
M/S _____

Sub: Sale of Tender Documents for Mechanical Housekeeping, Security and Pest Control Services at AERA Building, Administrative Complex, Safdarjung Airport, New Delhi.

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,



Officer on Special Duty-I

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

SCHEDULE

1	Name of Work	“Mechanised Housekeeping, Security and Pest Control” at-AERA Building, Administrative Complex, Safdarjung Airport, New Delhi
2	Estimated Cost of Work	Rs. 16,97,857.00
3	Earnest Money	Rs. 35,000/-
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	<u>01 (One) years. It is further extendable for another 02 years (on yearly basis) subject to satisfactory performance.</u>
6	Last Date, Time and place of receipt of duly filled tender document (Both Technical & Financial Bid)	19.03.2012 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)	19.03.2012 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)

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NAME OF WORK: CONTRACT FOR MECHANICAL HOUSEKEEPING, SECURITY AND PEST CONTROL SERVICE AT AERA BUILDING, ADMINISTRATIVE COMPLEX, SAFDARJUNG AIRPORT, NEW DELHI.

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



सत्यमेव जयते
Government of India

AIRPORTS ECONOMIC REGULATORY AUTHORITY OF INDIA

NOTICE INVITING TENDER FOR PROVIDING MECHANICAL HOUSEKEEPING, SECURITY AND PEST CONTROL SERVICES

Sealed tenders are invited under Two-Bid system from well equipped registered Companies, Agencies or Firms-in proprietorship or as a partnership, having capacity to provide Mechanised Housekeeping , Security and Pest Control with the suitable 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 19.03.2012 up to 1500 Hrs. The Technical Bids will be opened in the presence of tenderers or their authorized representatives who wish to remain present, on the same day at 1530 Hrs at Conference Hall Ist floor 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.

Officer on Special Duty-I,
Airports Economic Regulatory Authority of India,
AERA Building, Administrative Complex,
Safdarjung Airport,
New Delhi-110 003

**NOTICE INVITING TENDER FOR MECHANICAL HOUSEKEEPING, SECURITY AND
PEST CPNTROL SERVICES**

INSTRUCTIONS TO BIDDERS

1.1 Sealed tenders are invited on behalf of Airports Economic Regulatory Authority of India (AERA) from *Registered Firms/ Companies and contractors* of CPWD/MES/P&T/ State PWD /PSUs/ Specialized Agencies for “**Mechanised Housekeeping , Security and Pest Control**” of AERA Building, Administrative Complex, Safdarjung Airport, New Delhi” for an estimated cost of Rs 16,97,856/- for period of 01 (One) years. It is however further extendable for another 02 years (on yearly basis) subject to satisfactory performance of the tenderer. The scope of work includes mechanized housekeeping, security and pest control services of the AERA Building situated at Safdarjang Airport, New Delhi. **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 Authority and available with the Officer on Special Duty-I (in short OSD-I), AERA, AERA Building, Safdarjung Airport, New Delhi between 1000 hrs and 1700 hrs on all working days (i.e. 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 in favour of “**Airports Economic Regulatory Authority of India**” on any Nationalized / Scheduled Bank (as scheduled by RBI) but not Cooperative / Gramin Bank, payable at New Delhi.

1.3 The complete set of tender documents can also be downloaded from the official website of AERA “<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) in favour of “**Airports Economic Regulatory Authority of India**” but not Cooperative / Gramin Bank, payable at New Delhi.

2. ELIGIBLE BIDDERS

2.1. All agencies that are providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs.50 lacs during the last three accounting years, are eligible to submit their bids.

2.2. The bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities as follows:-

(a) Three similar completed works costing not less than Rs5.10 lacs; or

(b) Two similar completed works costing not less than Rs8.50 lacs; or

(c) One similar completed work costing not less than Rs10 lacs.

(d) **Similar works mean- Cleaning & Sweeping of non-Residential corporate buildings, MNCs Buildings, Airports, Three Star Hotels, Hospitals etc** (Firms, Companies or Agencies showing work experience certificate from Govt. / Non-Government / PSU organization etc should submit ‘Tax Deduction at source certificate’ in support of their claim for having experience of stipulated value of works)

3. QUALIFICATION OF THE BIDDERS

3.1 The proposals must be properly signed 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.

3.7 Tenderer should possess valid ISO 9001 Certification for housekeeping services.

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. VISIT TO DEPARTMENT

6.1 The bidder is required to provide **Mechanised Housekeeping , Security and Pest Control** to this Authority and is advised to visit and acquaint himself with the area and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to the site and is aware of the operational conditions prior to the submission of the tender documents.

6.2 The Area under the scope of work is 1533 sq m; No of toilets :- Gents toilets=6 nos(six) & Ladies toilets=2 nos(two), Total No Urinal Bowls 4 nos; Total No W.Cs.=12 nos. and Total No of Wash Basins= 12 no. Two pantry room with stainless Steel Sink = 2.

7. TENDER DOCUMENTS

7.1. Contents of Tender Documents.

7.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing **Mechanised Housekeeping , Security and Pest Control services**. 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) List of Machines (Annexure E)
- (i) List of Chemicals used (Annexure F)
- (j) Penalty Clauses (Annexure G)
- (k) Specification of Work (Annexure H)
- (l) Proforma for Agreement (Annexure I)
- (m) Form of Bank Guarantee for Performance Security (Annexure J)
- (n) Check List for Technical Bid and its enclosures (Annexure K)
- (o) Check List of Technical Evaluation (Annexure L)
- (p) Undertaking by the Bidder (Annexure M)

7.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions, Annexures 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.

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

7.2. CLARIFICATION OF TENDER DOCUMENT:

7.2.1. 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 Officer on Special Duty-I, Airports Economic Regulatory Authority of India (AERA), Safdarjung Airport, New Delhi-110 003.

7.2.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the Officer on Special Duty-I, 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.

7.2.3. Except for any such written clarification by the Authority, which is expressly stated to be an addendum to the tender document issued by the Officer on Special Duty-I, 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.

8. PREPARATION OF BIDS

8.1. Language.

The bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other than Hindi or English, it shall be accompanied by an English translation duly authenticated and certified by the applicant. The English version shall prevail in matters of interpretation. The Interpretation of any kind in respect of any of the matters relating to the documents of bid shall be done by the authority and the same shall be accepted to be final by the tenderer.

8.2. Documents Comprising the Bid.

8.2.1 Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued subsequently shall be deemed as incorporated in the Bid.

8.2.2. The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid by **dropping the same in the Tender Box kept in the office of Airports Economic Regulatory Authority of India (AERA), Safdarjung Airport, New Delhi-110 003** . The bidder shall submit the technical bid in sealed envelopes clearly marked with the name of the Tender.

8.2.3. Bids shall be addressed to the Officer on Special Duty-I, Airports Economic Regulatory Authority of India (AERA), Safdarjung Airport, New Delhi-110 003 and submitted in the office of Airports Economic Regulatory Authority of India (AERA), Safdarjung Airport, New Delhi-110 003

8.2.4. The Bidder shall furnish the details regarding total number of works, as stated in Clause 2.2(a)(b) and(c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide **Mechanised Housekeeping, Security and Pest Control**.

8.3. BID PRICES

8.3.1. Bidder shall quote the rates in the proforma of Financial Bid "**Annexure D**" in Indian Rupees for the entire contract. The rates quoted in financial bids would cover all the liabilities of the contractor such as cost of uniform, Bonus and identity cards of personnel deployed by the contractor and all other statutory liabilities (like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc.).

8.3.2. Conditional bids/offers will be summarily rejected.

8.4. 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 / companies Registered Companies, the Form of Bid shall be signed by a duly authorized representative of such tenderer. Copies of relevant power of attorney, authorisation, resolution, etc as the case may be shall be attached.

8.5. Currencies of Bid and Payment

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

8.6. Duration of Contract

The contract shall be valid initially for one year, however the Authority reserves the right to curtail or to extend the validity period of contract, for further period of 02 years (on yearly basis) subject to satisfactory performance. The Authority also reserve right to curtail the validity period of the contract / extension thereof, if any without assigning any reason in respect thereof.

8.7. BID SECURITY

8.7.1. The contractor shall deposit Bid Security (Bid Security) for an amount of Rs 35,000/- in the form of an Account Payee DD, of nationalised bank / scheduled bank in favour of Secretary, Airports Economic Regulatory Authority of India (AERA), Safdarjung Airport, New Delhi-110 003 along with the Tender document. The Bid Security will remain valid for a period of Ninety days beyond the final bid validity period.

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

8.7.3. 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.

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

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

8.7.6. 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 the Department.

8.8. Format and Signing of Bid

8.8.1. 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.

8.8.2. 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.

8.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Department, 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.

8.8.4. No correction / alteration / overwriting in the financial bid will be accepted and that bid submitted will not be considered at all under any circumstances.

9. Submission of Bids

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

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

- (a) Bid Security (Bid Security) for an amount of Rs 35,000/- in the form of an Account Payee DD, as referred in para 8.7
- (b) Self attested 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 3 financial years;
- (j) Proof of experience as stated in Clause 2.2.(a), (b) and (c) supported by documents from the concerned organizations;
- (k) Duly filled and signed Annexures K, L and M.
- (l) The tenderer should submit two drafts in respect of BID SECURITY 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) Affidavit to the effect that Firms / Tenderers is not black listed by any Govt. / PSU under takings on a non judicial stamp paper of Rs 50/- or above

9.1.3. The sealed cover containing Financial Bid should contain only Price duly filled in figures & words in the Annexure D duly signed and stamped.

9.1.4. Both the bids will be kept in separate sealed cover. Both the sealed covers containing the bids, should then be kept in a separate sealed cover (outer cover) addressed to Secretary, Airports Economic Regulatory Authority of India. This outer cover should bear the Tender No. and Subject of the Tender.

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

9.2 Late and Delayed Tenders:-

9.2.1. Bids must be received in the Authority at the address specified above not later than the date and time stipulated in the NIT.

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

10. Bid Opening and Evaluation

10.1.1. The Technical Bids will be opened in the presence of the Bidders or of their representatives who choose to attend on 19.03.2012 at 1530 hrs.

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

10.1.3. Conditional bids will also be summarily rejected.

10.1.4. Subsequently, the technical bids will be evaluated and the technically qualified tenderers would be intimated about the date and time of opening of Financial Bid.

10.1.5. Financial bids of technically qualified bidders only will be opened for evaluation in the presence of qualified bidders or their representative, who choose to present.

10.2 Right to accept any Bid and to reject any or all Bids

10.2.1. The Authority is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate / cancel the tendering process without assigning any reason thereof. The decision of the Authority in this regard will be final and shall not be open to questioning.

11.1 Award of Contract

11.1.1. The successful tenderer will be informed of the acceptance of his tender. Necessary instruction with regard to amount & time of depositing performance security will be specified in the Letter of Offer.

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

11.1.3. 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, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form (Annexure J) in favour of Secretary, 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 required to be extended by the contractor accordingly.

11.1.5. 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

12. 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 are not enclosed/ submitted.
- c. If BID SECURITY and Fee of tender document, if tender document is downloaded from the AERA website, is not enclosed.
- d. Furnishes wrong/false information's /declarations.
- e. If tender is received after the due date and time indicated therein.
- f. If any firm (s) attempts to influence the tender process.



(G.S. Bawa)

Officer on Special Duty-I
Airports Economic Regulatory Authority of India
AERA Building,
Administrative Complex, Safdarjung Airport,
New Delhi - 110 003.
PH-24695044-47 Ext. 232

GENERAL CONDITIONS OF THE CONTRACT

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

- 1.1 The tenderer shall comply with all applicable laws, Ordinance, Rules & Regulations prescribed in 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 pay at his own cost all charges and levies and deposits in connection therewith.
- 1.2 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, amended from time to time and rules framed there under and other labour laws 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 10th of every month shall provide a monthly statement along with challans showing proof of deduction towards contribution and proof of remittance of provident fund contribution to RPFC and ESI contributions to ESI Corporation in respect of Workers engaged in contract work. AERA reserves the right to withhold amount from the running account payments, if PF/ESI contributions are not paid/made by the tenderer and proof to that effect have not been produced regularly on due dates.
- 1.3 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 aforementioned 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 not be cancelled 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 or 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.

2. Performance Guarantee

- 2.1 The tenderer has to 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 in the performance security form (Bank Guarantee) provided at Annexure J to Proforma for Agreement.

3. Payment to Tenderer

- 3.1 The tenderer shall submit to AERA his monthly bills by or before the 7th day of following month with all supporting documents as required, which shall be paid after verification and scrutiny by the officer-in-charge.
- 3.2 All present and future taxes and levies as per Central/State laws and rules will be deducted from the gross amount of the bill during the subsistence of contract.
- 3.3 Minimum wages rate shall be reimbursed only for the actual amount paid, if increased during contract period in accordance to 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 following month failing which the bill be kept pending.

3.4 Payment under the contract will be made in Indian Rupees (INR)

4. Performance of Tenderer

4.1 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 90 days or till new tender is awarded, whichever is later .

4.2 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 with specified machines, equipments and materials as contained in the contract terms and conditions, the tenderer will be served with the written notice to that effect, calling upon to 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, AERA will have the right to terminate the contract without any further notice . However, the tenderer shall continue to provide the services as required in the contract for further 90 days or till new tender is awarded, whichever is later.

5. Indemnification

5.1 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 the agents, employees and other personnel of the tenderer.

6. Dispute Resolution Clause & Arbitration

6.1 The Parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of the Parties, then each Party shall nominate a person as its representative. These representatives shall, within _____ days of a written request by any Party to call such a meeting, meet in person and shall attempt in good faith to resolve the dispute.

6.2 If the Parties are unable to resolve the 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, in such meeting as aforesaid, in such event, the disputes or differences shall be referred to arbitration at the request of either of the parties.

6.3 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 on failure of reconciliation as aforementioned (AERA or the Tenderer) for arbitration by sole arbitrator nominated by the Secretary, Airports Economic Regulatory Authority of India. The arbitration shall be governed by the provisions of Arbitration and conciliation Act, 1996 or any statutory amendment/modification thereof. The venue for arbitration shall be New Delhi. The arbitration award rendered by the Arbitrator shall be final and binding on both parties.

7. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any 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) provided notice of happenings of any such event, is served by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof. Provided the Party satisfies AERA adequately of the measures taken by it. Neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance. Further, the services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of AERA as to whether the services have to resumed or not shall be final and conclusive, provided further, that if the performance in whole of in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AERA may at his option, terminate 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 contractor shall thoroughly acquaint and study carefully **site conditions, working conditions**, the materials, chemicals, machines, equipments, specifications, frequencies of different operations 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 is required to execute all the items of Mechanized Housekeeping work for all floor heights & levels for which nothing extra shall be paid. Unless otherwise provided in the rates tendered by the tenderer, all the rates shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account.
- 1.4 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.**
- 1.8 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).
- 1.9 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 and the interpretation by AERA in respect of all matters shall be final and binding.

2. Execution of work : Tenderer's Responsibilities

- 2.1 The tenderer shall ensure best quality work in a planned and time bound manner. Any sub standard material/ work beyond set out tolerance limits shall be summarily rejected by the Officer-in-Charge.
- 2.2 The work shall be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Officer-in-Charge and nothing extra shall be paid on this account.
- 2.3 The tenderer shall comply with all orders and directions, of the local or public authority or Municipality, issued in accordance in law and abide by their rules and regulations and pay all fees and charges, which he may be liable.
- 2.4 The tenderer shall dump **garbage/ Melba/ wastage only at specified /demarcated/notified site/ground by the local municipal authorities on his own cost and responsibility** and shall not stack building material / melba on the AERA land or road or on the land owned by any other authority, as the case may be. It will be the responsibility of the tenderer in consultation with AERA to identify the dumping site/ground and to get permission from the concerned local authority/corporation on his own responsibilities and expenses. In case, the Tenderer is found stacking the building material / melba or any equipment at AERA land/road or any other authority's land as stated above, he shall be liable to be levied penalty and also to face penal action, as decided by the Officer-in-Charge.

- 2.5 The tenderer shall take all necessary precautions to keep the noise level to the barest minimum in terms of applicable laws/ rules so that no disturbance as far as possible is caused to the officials of building. No **hazardous inflammable materials and items dangerous** to life shall be allowed to be stored in AERA building/premises.
- 2.6 Existing drains, pipes, cables, overhead wires, sewer lines, water lines and other services encountered in the course of the execution of the work shall be protected against the damage by the tenderer at his own expense. The tenderer shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operations of such services.
- 2.7 The tenderer shall execute his work in such manner that no damage is made to the existing structure or any property of AERA.
- 2.8 The tenderer shall be responsible to arrange at his own cost all necessary tools, plants & machinery and all other materials etc. required for execution of the work **as per NIT conditions and also enlisted at Annexure – E.**
- 2.9 No assistance of any kind shall be made available AERA for the purchase of equipments, plants, machinery, materials of any kind or any other items required to be carried out in execution of work.
- 2.10 Samples of all materials required for execution of the work shall be got approved from the Officer-in-Charge. Materials manufactured by Firms of repute as specified in list at **Annexure-F** shall only be used. Materials classified as "First Quality" by the manufacturer shall be used unless otherwise specified. In case materials bearing BIS Certification mark are not available, the quality of samples brought by the tenderer shall be judged by the standards laid down in the relevant BIS specifications. All materials and articles brought by the tenderer to the site for use shall conform to the samples approved by the Officer-in-Charge which shall be preserved till the completion of the work.
- 2.11 Work shall be carried out on all working days. The tenderer shall attend complaints received in connection with the services immediately. Any failure will attract penalty as specified in **Annexure – G.**
- 2.12 All staff/employees deployed on duty at AERA building shall be properly dressed. The uniforms shall be clean and ironed. Any failure on this account shall attract penalty as specified in **Annexure – G.**
- 2.13 The Officer-in-Charge nominated by AERA shall be authorized to give instructions to the Supervisor of the tenderer at the premises of AERA on all matters relating to this work.
- 2.14 The tenderer shall appoint one Manager/Supervisor exclusively who shall attend the site daily and be at site of work at the time the work is being carried out.
- 2.15 The authorized Supervisor of the tenderer shall report on all matters concerning the above work to the Officer-in-Charge. The Supervisor deputed by the Tenderer will act as a liaison officer between the Tenderer and the Authority and will be responsible for the day to day working of the staff deputed by the Tenderer, their attendance and other relevant jobs.
- 2.16 The tenderer has to ensure that the services are not disturbed either due to absenteeism or due to willful act of his staff. Maximum care and precautions shall be taken to avoid any system break down. In case workforce deployed by the tenderer resort 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.
- 2.17 AERA reserves the right to immediately step in and to carryout a part or whole of the work entrusted under this contract in case of any default or unsatisfactory performance by the tenderer without resorting to the formalities of issuing notices, etc for rescinding the contract and the tenderer would have no claim for compensation in such cases.

3. Scope of work

- 3.1 The tenderer shall have to maintain cleanliness in the area as per minimum frequencies mentioned in Annexure-H. However the cleaning shall have to be done more frequently on instructions of the Officer-in-Charge for which nothing extra shall be paid.
- 3.2 The Frequency for cleaning are required as per tender conditions. The Building as well as out side Area is required to be maintained as dust free and stain free also.
- 3.3 The Housekeeping/cleaning services should be done daily in the morning and completed before 9.00 A.M., the tenderer has to follow all instructions of the officer-in-charge. The work shall be carried out on all working days at no extra cost. However, in case of emergent work, if more workers are required at site for cleaning etc. the same will be made available at no extra cost. Decision of officer-in-charge shall be final and binding in this regard.
- 3.4 The detailed technical schedule for Mechanised Housekeeping Services long with the details of machines, materials & chemicals to be used (with specified brands & makes) and frequency of various cleaning Operations required to be carried out shall be adhered as per the details given in tender document.
- 3.5 The sweeping/ cleaning/ scrubbing / vacuum cleaning / buffing etc. all shall be carried out by machines only. However in exceptional cases where cleaning is not possible with machines, manual cleaning will be permitted with specific approval of Officer-in-Charge.
- 3.6 The Area under the scope of work is 1533 sq m;
No of toilets :- Gents toilets=6 nos(six) & Ladies toilets=2 nos(two), Total No Urinal Bowls 4 nos; Total No W.Cs.=12 nos. and Total No of Wash Basins= 12 no. Two pantry room with stainless Steel Sink = 2.

4. Materials, T&P, Machines/ Equipments

- 4.1 Materials and chemicals required shall have to be brought by the tenderer in advance for each month at his own cost. The standard of sanitation/ cleanliness shall always be to the satisfaction of the Officer-in-Charge whose decision in this regard shall be final and binding on the tenderer. In case of default, Officer-in-Charge may get the improvement done at the cost of agency without any notice.
- 4.2 Tendered rates shall be for completed work covering all materials, labour, carriage, machinery & equipment, royalties, fees, rent, excise duty, custom duty etc., sales tax on works contract tax (if any), octroi, entry tax, wages, tools and plants, transportation, risks, overhead general and special liabilities /obligations as mentioned and profits etc. all complete. Tenderer shall pay and discharge all necessary taxes, levies, duties, liabilities, recoveries etc. as above to relevant authorities.
- 4.3 No tools & plants including special T & P etc. shall be supplied by the department and the tenderer will have to make his own arrangements at his own expense for all machines, chemicals, materials, toiletries, consumables etc. Machines, equipments, plants procured and being the property of the tenderer will be maintained by the tenderer only at his own cost.
- 4.4 Materials and chemicals of approved quality as mentioned in tender document shall be used. In case any material / chemical required to be used is not available, equivalent material of the same quality as approved by Officer-in-Charge in writing shall be used. The cleaning material shall not cause any damage to the floor, fittings and fixtures of AERA. The consumption of material and chemicals shall be regulated as per manufacturer's specifications.
- 4.5 Machines/equipments brought by the contractor at site should always be in working conditions and shall exclusively be used for AERA Building only. If any defects occur in the machinery, the same shall be repaired and made workable within 48 hours and till such time he has to make an alternative arrangements to maintain the premises at his own cost and for this alternative arrangement nothing extra is payable. No machine shall be out of

- order for more than 3 days in a month. If it remains out of order beyond this time, penalty shall be lived at the rates specified in tender document (Annexure G) for number of days for which machines remain non-functional.
- 4.6 The tenderer should procure/arrange and demonstrate at site the physical functioning of equipments, machines & tools to be used for the awarded work within Seven days of issue of Letter of Award as specified in tender document, which shall not be removed till the completion of the awarded period and/or instructed and permitted by Officer-in-Charge. If the tenderer violates or acts in contravention of this term, his BID SECURITY shall be forfeited and steps for his blacklisting for future works shall be taken.
- 4.7 The cost of running charges of machines i.e. for fuel, petrol or battery, replacement of parts etc. shall be borne by the tenderer and nothing extra is payable.
- 4.8 The machines brought on site will not be allowed to be taken away except for repairs, till completion of work without specific permission from Officer-in-Charge in writing. The register indicating machines numbers etc. for identification will be prepared on the day of start of work and will be open for inspection by Officer-in-Charge.
- 4.9 If any material is not mentioned in tender document, but required at site for Housekeeping work, shall be brought by tenderer as approved by Officer-in-Charge at no extra cost .
- 4.10 All Consumables such as Air fresheners, liquid soap, Toilet paper rolls, Soaps , Deodorizers , Dusters , Brooms , Cleaners , Mops, other accessories and attachments etc. are required to be provided by the Agency whose Quality is required to be approved by the officer- in-charge. The room fresheners shall be sprayed in all the areas.
- 4.11 The Authority shall not be responsible for any loss of material used by the tenderer at site.

5. Tenderer's Liability towards damage

- 5.1 The contractor shall make necessary arrangements at his own cost to prevent any damage to existing property due to any of his activities. The tenderer shall be responsible for any damage to the existing property due to his activities and shall make good the same at his own risk & cost. The decision of Officer-in-Charge regarding cause and cost of damage shall be final. In case the contractor fails to make good the damage to the entire satisfaction of Officer-in-Charge, it shall be done at his risk & cost by the Officer-in-Charge and the amount will be deducted/recovered from the contractor monthly bill / Security amount / Bank Guarantee as may be required.

6. Mechanised House Keeping

The contractor shall acquaint itself with the proposed site of work, its approach road, working space available and study carefully, the materials, chemicals, machines, equipments, frequencies of different operations and the services required to be rendered to fully appreciate the scope of work. The Contractor shall appoint one Manager/Supervisor exclusively who shall attend the site daily and be at site of work at the time the work is being carried out. The contractor shall take at its own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged in connection with the below mentioned services to be rendered to the Authority at AERA Building, Administrative Complex, New Delhi – 110003 through this contract and shall comply with all relevant/applicable labour laws as existing or as may be mentioned during the contract period and shall indemnify the Authority against all action of omission, faults, breaches and/or any claim or damage, injury and expenses to which Authority may be part or involved as a result of the contractor's failure to comply with the obligation under relevant Act/Law which the contractor is required to follow.

The scope of work for housekeeping service to be provided by the contractor is as under:

- (i) Daily upkeep and cleaning of the floor areas (as mentioned hereunder) including rooms, wash basins, grills, railings, doors, windows fixtures & fittings including lights and fans, passages etc. on regular daily needs basis, by providing all inputs including proper tools, cleaning equipment, detergents/cleaning agents, disinfectants, scrubbers, naphthalene balls, repellents, sprayers, liquid soaps, buckets, baskets, brooms, etc. of reputed brands like Johnson Divesey/ Ecolab Henkel. List of chemicals, required for housekeeping work is given at Annexure-F.
- (ii) In case of cleaning agents as specified above are not available then equivalent materials of the same quality/specifications as approved by the officer in charge of the Authority shall be used. The consumption/mixing ratio of Chemicals shall be regulated as per manufacture's specification.
- (iii) The make of Tissue Paper & Toilet paper to be used shall be of seafold/Kleenex/Deline and Vintex/Snow Touch Kleenex respectively.
- (iv) All rooms, cabins, corridors, doors, windows, almirahs, waste baskets, room furniture, fittings fixtures etc. shall be cleaned daily once or more on needs basis by scrubbing/mopping and by using good quality cleaning agents as above.
- (v) The cleaning equipments to be used by the contractor shall be of Nilfisk or Taski make only. In case the machinery/equipments required to be used is not available, equivalent of the same quality as approved by the officer in charge of the Authority shall be used.
- (vi) Unless specified otherwise, the Manager, Supervisors and Workers etc. are required to be report for duty as per approved schedule to AERA Building, Administrative Block, Safdarjung Airport, New Delhi-110003. The Housekeeping/cleaning services should be done daily from Monday to Saturday and it must be borne in mind that some activities need to be started early in the morning and completed before 09:00 AM. Similarly some other activities can be done only on Saturdays and Sundays or other Holidays to avoid inconvenience to the users of the building. The work on Saturday, Sunday or Holidays as required shall be carried out at no extra cost. However, deep cleaning of all the housekeeping related services will be done by the contractor once a week.
- (vii) Upkeep of floors using swappers drenched with water mix with portion of detergent powder of approved make once daily. Mopping of floor should be done twice daily, once with water mix of detergent powder and second time with plain water. All the toilets in the building should also be washed with phenyl mixed water once daily and second time with plain water. Disinfectant liquid should also be used at least once a day.
- (viii) Mopping up of floors will be done first time in a day with mix detergent Second time, after lunch times, mopping should be done with plain water. However, on cases where mopping is to be done once a day, only water mix phenyl should be used. All toilets/corridors should be washed once a day using phenyl & detergent powder, Second time toilets should be mopped with plain water.
- (ix) Dusting of computer systems and their peripherals, all doors and windows, furniture, fixtures, fans, equipments, accessories etc. And cleaning of all windows glasses and grills, cleaning and dusting of window panes.
- (x) Spraying Room fresheners daily at regular intervals.
- (xi) Scrubbing of toilets, wash basins, sanitary fittings, glasses and toilets floors.
- (xii) Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Restock toiletries, which include liquid hand soap, toilet paper, air freshener, sanitary cubes and naphthalene balls in toilets after daily check-ups in the morning, afternoons and on call basis during daytime.
- (xiii) Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, fire-fighting equipments, nameplates, plant boxes, doormats, etc.
- (xiv) Putting plastic bags in all dustbins to avoid stains & stinks and clear them on daily basis.

- (xv) Check and remove hairs, dust, dirt or any such object from anywhere in area covered under the contract.
- (xvi) Cleaning, dusting and scrubbing of pantries, reception, security rooms, training halls, corridors, committee rooms, conference room, visitors room, library etc. The cleaning in occupied area should be done as and when the hall/room/cabin is opened and in the presence of the officer concerned or in the presence of his/her authorized representative once in a day or in call basis by the officer concerned during office hours on all working days only. Whenever meetings in the Authority's Room or any other chamber in Office premises take places, the contractor shall ensure that sufficient workers and supervisory staff is present till the meeting/function is over for which nothing extra is payable.
- (xvii) Cleaning of baskets, wastepaper baskets, cob-webs and disposing off all the collected refuse/garbage/rubbish & other unserviceable materials at his own cost to the notified/specified NDMC dumping grounds on daily basis and under no circumstances these shall be stacked/dumped even temporarily within the building, or the surrounding premises.
- (xviii) All the materials/chemicals/consumables brought to site shall be protected suitably, duly wrapped/packed & stored so as to avoid any damage during loading/transportation/unloading & handling due to weather conditions etc. at any stage.
- (xix) Materials and chemicals of approved quality shall be used. In case any equivalent material/chemical of the same quality as approved by this Authority in writing shall be used. The consumption of the material/chemicals shall be regulated as per manufacturers' specifications.
- (xx) If any material is not mentioned but required at site for housekeeping work shall be brought by the contractor as approved by this Authority.
- (xxi) The above work as a whole includes brooming and mopping up corridors, staircases, washing and mopping up all rooms, toilets, windows doors, venetian blinds, panel/glazed aluminium, partitions, railings, parking area, canteens, pump house, electrical sub-station, library, Reception area, conference room, Board Room telephone exchange, canteen/pantry, lobbies.
- (xxii) The contractor shall ensure pest, animal and rodent free environment in the office premises of the authority covered under the contract and shall take effective measures including fogging etc.
- (xxiii) The contractor shall provide dry-cleaning/shampooing, vacuum cleaning services for the furniture, fixtures, sofa chairs, ventilation blinds, curtains, towels, etc. whenever required.
- (xxiv) All the cleaning agents used for the project shall be biodegradable & environment friendly so that it does not cause any harm to employees, workers & the object for which it is used. It shall follow all the mandatory International & National standards of chemicals.

7. Security Services

1. The Contractor shall provide Security services by deploying adequately trained and well disciplined security personnel preferably ex-servicemen to safeguard buildings, moveable and immovable assets, equipment and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex.
2. The contractor shall ensure that the security personnel are healthy and not more than 45 years of age. The contractor will get their antecedents, character and conduct verified from police authorities. The security guard should be able to read, write and understand workable English and Hindi Languages. The security guards should be well versed with fire-fighting techniques, handling the fire-fighting equipment and knowledge of first aid. The contractor shall provide necessary undertaking and documentary evidence in this regard.

3. The full particulars of the personnel to be deployed by the contractor including their names and addresses shall be furnished to the Authority along with testimonials before being deployed.
4. The contractor shall ensure that the personnel deployed are disciplined and do not participate in any activity prejudicial to the interest of the Authority/Govt. of India/any State/or any Union Territory.
5. The security personnel shall be deployed round the clock in 3 shifts at the office of the Authority to safeguard the premises, as per direction of officer in-charge, AERA. The distribution plan for deputing the security guards will be issued at the time of awarding the tender subject to the change as and when required.
6. The contractor shall provide reasonably good uniform with name badges to its security personnel deployed at the Authority's premises at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick, gun, bullets, etc. shall be borne/supplied by the contractor at its cost.
7. The contractor shall be responsible for opening / closing of the building and rooms as necessitated / directed by the Authority on working and closed days. Keys of all rooms of the Authority shall be kept under safe custody of the security guard on duty through the security services contractor. The security guard shall be vigilant during the period of cleaning works in progress in all rooms and take regular rounds of the premises to maintain vigil and remain alert.
8. The contractor shall ensure that water taps/lights/ACs are not left open/ on after close of the working hours on normal working days as well as on off days, as the case may be. No room in the Authority shall be opened during holidays without the prior permission of authorized officer of the Authority.
9. Security personnel as deployed by the contractor shall maintain records of inward and outward movement of guests, visitors and materials, etc, with proper check on the same as per instructions given from time to time by the Authority. While discharging their duties the security guard should observe courtesy and maintain politeness with staff, guests and visitors.
10. The contractor shall keep the Authority informed of all the matters of security and cooperate in the investigation of any incident relating to security.
11. The above number and arrangement of deployment of the Security personnel is without prejudice to the right of the Authority to deploy the number of security personnel or manner considered in the interest of the Authority.
12. The contractor shall not deploy or shall discontinue deploying the person (s), if so desired by the Authority at any time without assigning any reason whatsoever.
13. The contractor Representative shall be in-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises of the Authority, they shall work under directives and guidance of authorized officer of the Authority and will be answerable to the Authority. This will, however, not diminish in any way, the contractor responsibility under contract to the Authority.
14. A senior level representative of the contractor shall visit the Authority premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Contractor representative will also meet the Authority representative dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
15. The contractor shall ensure that any replacement of the personnel, as required by the Authority for any reason specified or otherwise, shall be effected promptly without any additional cost to the Authority. If, the contractor wishes to replace any of the personnel, the same shall be done with prior concurrence of the Authority at Contractor own cost.
16. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the authorized officer of the Authority. Proposals for efficient functioning of the

- security systems shall be discussed, considered and implemented from time to time by the contractor with approval of the Authority.
17. In case of any theft or pilferages, loss or other offences, the contractor will investigate and submit a report to the Authority and maintain liaison with the police authorities. FIR will be lodged by the Authority wherever necessary. If need be, joint enquiry comprising of the both the parties shall be conducted and responsibility fixed.
 18. The contractor shall ensure that security staff appointed is fully loyal to and assist the Authority during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the Authority.
 19. In case of any loss that might be caused to the Authority due to lapse on the part of the security personnel discharging security responsibilities will be borne by the contractor. The Authority shall have the right to deduct appropriate amount from the bill of the contractor to make good such loss to the Authority besides imposition of penalty. In case of frequent lapses, on the part of the security personnel deployed by the contractor, the Authority shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
 20. In the event of any security personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the contractor shall make provision for leave reserve.
 21. As and when the Authority requires additional security strength on temporary or emergent basis the contractor will depute such security personnel under the same terms and conditions. For the same, a notice of two days wherever possible will be given by the Authority.
 22. If the security personnel deployed by the contractor any time are found absent from duty or sleeping or found engaged in irregular activities, the Authority shall deduct the requisite amount at the pro-rata rates from the bill of the contractor besides imposition of penalty for non-observance of the terms of contract as specified in **Annexure G**.
 23. The contractor shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The contractor shall submit to the Authority an attested photocopy of the attendance record and enclose the same with the monthly bill.
 24. In case of non compliance/non-performance of the services according the terms of the contract, the Authority shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.

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 Mechanised Housekeeping, Security and Pest control Services at AERA Building, Administrative Complex, Safdarjung Airport, New Delhi.

- | | | |
|-----------------------------------|---|-----------------------------------|
| a) Notice Inviting Tender | } | In Cover 1 (Technical Bid) |
| b) General Conditions of Contract | | |
| c) Special Conditions of Contract | | |
| d) Specification of Work | | |
| e) Technical Bid | | |
| f) All related Annexures | | |
| f) Financial Bid | } | In cover 2 (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 New Delhi towards bid security.
2. A sum of Rs. _____ /- is hereby forwarded in the form of Demand Draft No. _____ Dtd. _____ issued by _____ payable at New Delhi 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 in full the said earnest money . In case the conditions mentioned in NIT clause 8.3 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 bid security 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 bid security absolutely and take such action against me/us, as deemed fit under the terms and conditions of the contract including that the contract may be foreclosed and debar us /me from participating in tender for future works.

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 NIT / Tender Document.

The Authority is at liberty to terminate or cancel the entire tendering process without assigning any reason thereof at any time by notice in writing to the bidders. The decision of the Authority in this regard will be final and shall not be open to questioning.

Signature of the Signature of Tenderer /tenderer:

Name : _____

Agency: _____

Date : _____

Postal Address : _____

Telephone No: _____

Mobile No: _____

Fax : _____

E-mail : _____

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 **Mechanised Housekeeping, Security and Pest Control Services 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 to my/our complete satisfaction 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 8.3 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 hereby declare/undertake 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**(TO BE PUT IN COVER NO. 1)**

Proforma for Technical Bid for Mechanised Housekeeping, Security Services and Pest Control services of AERA Building located at Safdarjung Airport, New Delhi 110003 through out-sourcing.

Sl. No.	Particulars	To be filled in by the tenderer
1.	Name of the Contractor	
2.	Details of Bid Security(BID SECURITY) (i) Amount (ii) Draft No (iii) Date (iv) Issuing Bank	
2.1	Details of Fee for tender document, if downloaded from AERA website (i) Amount (ii) Draft No (iii) Date (iv) Issuing Bank	
3.	Date of establishment of the Firm/Agency/Company (Copy of Registration Certificate)	
4.	Detailed office address of the Contractor with Office Telephone Number, FAX Number, Mobile Number, E-mail ID and the name of the contact person	
5.	Whether registered with all concerned Government authorities (PF/ESI etc.) (Copies of all certificates of registration to be enclosed)	
6.	PAN/ TAN Number (Copy to be enclosed)	
7.	Service Tax Registration Number (Copy to be enclosed)	
8.	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.	
9.	Length of experience in the filed (in No. of Years)	
10.	Experience in dealing with Government Departments (indicate the names of the Departments and attach copies of contracts/ orders placed on the contractor)	
11.	Whether Contractor Profile is attached?	
12.	List of other clients	
13.	Whether in a position to meet the requirements/ conform to the scope of work indicated in the Annexure – H of NIT	
14.	Whether in a position to undertake the work/provide services within 30 days of award of the contract	
15.	List of machines/equipment proposed to be used / deployed in AERA for the mechanized / automated housekeeping and other services Indicated in Annexure E	
16.	List of material/chemicals with brand/make proposed to be used for cleaning in AERA as indicated in Annexure F	
17.	Whether having ISO registration.	

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

Date : Place:

Note: All the supporting documents shall be A4 size paper, properly Serial numbered and shall cross referred with the above mentioned items.

FINANCIAL BID
(To be sealed and placed in Cover – 2)

Sl. No.	Details	Qty	Rate	Amount
1	Workers/ Operators	4		0
	Security Guard	7		0
	Supervisor	1		0
2	Chemical Cost:-Eco friendly & biodegradable Cleaning Chemicals Sub Total (B) as per appendix I	--	--	0
3	Consumables Cost: Various Cleaning Consumables like Brooms, Mops, Buckets, Brooms, Sanitary Cubes etc. Sub Total (C) as per appendix I	--	--	0
4	Machine Consumables like brush, squeeze, vacuum brushes and accessories Sub Total (D) as per appendix I	--	--	0
5	Cost of machines and equipments considering Lease rental rate @2.75% of cost of machines	--	--	0
6	AMC of Machines @1% of total cost of Machines			0
7	Sub Total			0
8	Add Service Charges			0
9	Total Cost of Job			0

- The contractor should provide breakup of cost components relating to manpower deployment, cost on chemicals, Misc, consumables, machines consumables along with a cost synopsis in the proforma as per Appendix I.
- Service taxes as applicable.

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

Date :

Place :

Note: The total cost of Job quoted (in column No. 9 above) will be basis for award of work.

**Cost of Mechanised Housekeeping, Security and Pest Control Services at AERA Building,
Administrative Complex, Safdarjung Airport, New Delhi**

A. Manpower Deployment Cost

Sl. No.	Description of Manpower	Nos	Salary per person	Total Salary
1.	Housekeeping Worker	4		
2.	Security Guard	7		
3.	Supervisor	1		
	Total			

Total cost on manpower deployment per month (Rs)=

(Sub total A)

B. Cleaning Chemical Cost

Sl.No.	Description of Chemicals required	Required Quantity	Unit Cost(Rs)	Total Cost (Rs)
1.	R1-Bathroom cleaner	5 Ltrs.		
2.	R2-Hard Surface Cleaner	5 Ltrs.		
3.	R3-Glass Cleaner	5 Ltrs.		
4.	R5-Room Freshener	5 Ltrs.		
5.	R6-Toilet Cleaner	5 Ltrs.		
6.	R7-Floor Cleaner	5 Ltrs.		
7.	Liquid Hand Wash	5 Ltrs.		
	Total (Rs.)			

Total Chemical Cost per Month (Rs) =

(Sub Total B)

C Consumables Cost

Miscellaneous Consumables Like, Dusters, Mops, Buckets, Glass Cleaning Kits, Telescopic Rods, Dust controllers etc

Sl. No.	No. Of Operators	Total Cost per Month (Rs)
1	4	

Total Consumables Cost per Month (Rs)=
(Sub Total C)

D. Machine Consumables

Sl. No.	Description of Machine to deployed	No of Machines to be deployed	Consumables Required	Life per set (Hrs)	Cost Per set (Rs)	Combined Hours required per month	Total Cost (Rs)
1.	Single Disc Scrubber	1	Brushes & Squeeze	600		120	
2.	Wet/Dry Cleaner	1	Cloth Bag & Houses	1400		240	
Total cost perMonth							

Total Machine Consumables Cost per Month (Rs)=
(Sub total D)

E. Cost of Machines

Sl. No.	Discription	Quantity	Rate	Amount
1	Single Disc Scrubber	1 pcs		
2	Wet/Dry Vacuum Cleaner	1 pcs		
	Total:-			

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

**LIST OF MACHINES TO BE PROVIDED BY THE TENDERER FOR MECHNISED
HOUSEKEEPING CONTRACT**

The Tenderer shall deploy the following cleaning Machines / Accessories at AERA Building in working condition for this work without any hire charges at the start of contract period:-

S.No	Name of machine	Qty	Make & Model
01	Floor scrubber drier machine	01	TASKI -JD / Nilfisk-Eureka Forbes/ Magna / Manmachine / Reputed registered manufactures having approved make.
02	Wet & Dry vacuum cleaner	01	TASKI -JD / Nilfisk-Eureka Forbes/ Magna / Manmachine / Reputed registered manufactures having approved make.

The Tenderer shall be responsible for operation, repair and maintenance of the same for which nothing extra shall be payable. Any repair during the period of the contract shall be got done by the Tenderer at his own cost within 48 hours of developing of fault. The electricity and water for use of the machine and carrying out the job shall be provided free of cost by the Authority.

LIST OF CHEMICAL REQUIRED FOR HOUSE KEEPING WORK**A) M/s JOHNSON AND DIVERSITY**

Sl No.	Chemicals	Items to be cleaned
1	R 1	Bathroom items
2	R 2	Rooms, Office, Items laminated Furniture's, PC, Marbles, Granite Floors.
3	R 3	Glass surfaces
4	R 4 Shine UP	Wood Polish Furniture
5	R5-Good Sense	Room Air Freshener (Spray)
6	R 6	WC urinals
7	R 9	Bathroom Cleaner (hard water)

AND / OR

B) M/s Eco – Lab. Hantle

1.	The Following chemicals should be of Oasis Compac Range and these chemicals are to be dispensed through a sleek Oasis compact dispenser.	
	OC Bath Room Cleaner	Bath Room fittings & fixtures
	OC Glass Cleaner	Glasses
	OC Air Fresh	Air – Freshener
	OC Neutral Cleaner	
	OC Counter Act	
	SIGLA	Floor mopping & scrubbing on daily basis
	NITTOKLAR	Marble Crystallization on as and when required basis
	BENDUEOL	Stripping of floor
	POLLI	Regular buffing of Granite
	HELIOS	Stainless steel /chrome shining
	OPTI	Wooden furniture Polish

NOTE 1) the consumption of various chemicals shall be regulated as per the Manufactures specifications.

PENALTY :- Mechanised Housekeeping , Security and Pest Control”

1. The following Penalties will be imposed on the Tenderer for not deploying the Manpower as per plan/ chart :-

S.No.	Designation	No.	Recovery Rate Per Shift per person (in Rs.)
1	Supervisor	1	500
2	Sweeper/ Security Guard	1	300
3	Not wearing proper uniform	1	100
4	Non Performance	1 st default 2 nd default 3 rd default	2% of Monthly Bill 4% of Monthly Bill 8% of Monthly Bill

2. The following Penalties will be imposed on the Tenderer for not deploying the Machinery as given below :-

S.No.	Machine / Equipment	Make & Tech. Specifications	Recovery Rate per Equipment per day (if not available / out of order for more than 3 days in a month) [in Rs.]
1	Walk behind Scrubber-cum-Drier	TASKI –JD / Nilfisk-Eureka Forbes/ Magna / Manmachine / Reputed registered manufactures having approved make.	3000/-
2	Vacuum Cleaner Wet & Dry	TASKI –JD / Nilfisk-Eureka Forbes/ Magna / Manmachine / Reputed registered manufactures having approved make.	1000/-

Specification of workFrequency of Cleaning- Mechanised Housekeeping at AERA Building, Administrative Complex, Safdarjung Airport, New Delhi

A) Building

SL. NO	Area	Job	Frequency		
			Daily	Weekly	Monthly
1	Corridor Cleaning	Dust controlling with Dust control	Scrubbing & Drying with Auto Scrubbing & Dryer	Deep scrubbing & drying with single disk scrubber & wet Vacuum	-----
2	Office floors cleaning (including inside rooms/area)	Dust controlling with dust control	Wet moping	Drying with Single Disk scrubber & dryer	-----
3	Staircase & lift area cleaning	Dust controlling with Dust control	Wet moping followed with dry moping & grill cleaning twice a day	Vacuum with dry vacuum	Scrubbing & drying of staircase landing areas with single disk scrubber & wet vacuum
4	Door & door handle	Dust controlling with Dust control	Daily wiping	Deep damp cleaning brass polishing (if any).	-----
5	Drinking water area cleaning	Wet & dry moping	Vacuum drying with wet vacuum cleaner	Scrubbing & drying with single disk scrubber & wet vacuum	-----
6	Garbage collection & disposal/dustbin cleaning		Removal of garbage in each shift	Washing of Dustbins	
7	Glass & Glass partition Cleaning	Damp wiping	Washing & drying with Glass kit	-----	-----
8	Wall	Dust controlling with Dust control	Damp wiping up to reachable height	Removal of cobwebs with dry vacuum	-----
9	Tables, Chairs/Sofa & other furniture/fixture	Dust controlling with Dust control	Damp wiping	Vacuum drying with dry vacuum	-----
10	Window Glasses(inside & outside)	Cleaning	Washing drying with Glass kit (section wise)	-----	-----
11	Telephone/ Computer	Cleaning	Damp wiping	-----	Vacuum cleaning with dry vacuum
12	Door mats	Cleaning	Vacuum with dry vacuum	-----	Washing
13	Electrical switches	Cleaning	Damp wiping	-----	-----
14	Spraying Room Freshener		Daily	-----	-----
15	Tube light/fan/ wall fan etc.	Cleaning	-----	Weekly Manual/vacuum cleaning	
16	AHU (Grills)	Cleaning	Vacuum with dry vacuum	-----	-----
17	Pantry	Wet & dry moping	Vacuum drying with wet vacuum cleaner	Scrubbing & drying with single disk scrubber & wet vacuum	Hygiene cleaning of all utensils, fixtures etc

B) REST ROOMS

SL. NO	Area	Job	Frequency		
			Daily	Weekly	Monthly
1	Sterilization of toilets		Steam cleaning with steam cleaner	-----	-----
2	Floor cleaner	Moping	Wet & Dry Moping	Scrubbing & Drying with Single Disk & Wet Dryer	-----
3	Side wall	cleaning	Damp Wiping	Wall cleaning with High pressure Jet	-----
4	Doors & doors handles	cleaning	Damp Wiping	Signage Damp Wiping	-----
5	Wash basin & surrounding area Cleaning	cleaning	Damp Wiping	Scrubbing & Drying with scrubber & Wet vacuum	High pressure Cleaning with Gemi
6	Mirror Cleaning	cleaning	Washing & Drying with Glass kit	-----	-----
7	Commodes Cleaning	cleaning	Washing	High pressure Cleaning with Gerni	-----
8	Urinals Cleaning	cleaning	Washing	High pressure Cleaning with Gerni	-----
9	Dustbin Clearance & Cleaning		Garbage collection & Removal	-----	-----
10	Exhaust fan Tube light	cleaning	-----	Vacuuming with Dry Vacuum	-----
11	Electric board & switches Cleaning	cleaning	-----	Damp Cleaning	-----

C) Outer Area Cleaning

Sl. no.	Area	Job	Frequency		
			Daily	Weekly	Monthly
1	Corridors/ Entrance	Cleaning and Up keeping	Cleaning with Dust Controller	Washing with high pressure jet	-----
2	Road Cleaning	Manual Cleaning	Sweeping	-----	Washing
3	Parking Area (way to parking Including roads)	Cleaning and Up keeping	Manual Sweeping	-----	Washing
4	Garbage	Removal	Garbage collection & removal	-----	-----

PROFORMA FOR AGREEMENT

This agreement made at New Delhi 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 Mechanised Housekeeping, Security and Pest Control Services 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 Mechanised Housekeeping, Security and Pest Control Services 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, which includes equipment, rental, consumables, all type of cleaning and housekeeping material, deployment of Housekeeping experts i.e. 4 housekeeper and 7 security guard as per company’s letter dated _____ for a maximum period of one year, with assignment at each time being for three months only, 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 work of Mechanised Housekeeping, Security and Pest Control Services shall not be construed or interpreted as creation of any agency or partnership between the Authority and M/s. _____ or 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 agreement .
- 2.2 If the Officer-in-charge finds that the performance of M/s _____ is unsatisfactory, a notice shall be given to improve the performance and 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, AERA will have the right to terminate the contract without any further notice . However, the tenderer shall continue to provide the services as required in the contract for further 90 days or till new tender is awarded, whichever is later.

- 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 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 Mechanised Housekeeping, Security and Pest Control Services will work under its control, supervision and administration. M/s _____ shall provide all items and equipment, proper uniform including Identity Cards etc. ensure their physical hygiene at its own cost.
4. M/s _____ shall be employer of all its employees/staff deputed by it for the purpose of Mechanised Housekeeping, Security and Pest Control Services and shall be liable entirely of 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 it 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 occur during the discharge of their duties within the premises or any other place outside the premises. 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 Security and Housekeeping Manpower shall not directly or indirectly, conduct, indulge in or undertake any 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, the such incident, behavior, conduct of such person shall be termed as breach of contract.

7. M/s _____ responsible to maintain the discipline amongst its own personnel. In case of any misbehavior or misconduct by the personnel engaged, M/s _____ shall take adequate action against such personnel including forthwith replacing such personnel upon oral or written request.
8. M/s _____ shall deposit Rs. _____ (Rs. _____ only) by way of security deposit/ bank guarantee, in the name of Secretary, 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 and 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 _____. This 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 engaged by the tenderer is detrimental to the Authority's interest.
 - vii. In the event of closing down / winding up of Authority.
14. This Agreement along with annexures constitutes 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 of the 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 bidding 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 thisday of20..... 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

Witness -2 :

 Signature
 Full name and address

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

Airports Economic Regulatory Authority of India

CHECK-LIST FOR TECHNICAL BID FOR MECHANISED HOUSEKEEPING , SECURITY AND PEST CONTROL

Sl No.	Documents asked for	Page number at which document is placed
1.	Bid Security (BID SECURITY) of Rs. _____ (Rupees in words) in the form of FDR/DD/Bank Guarantee issued by any scheduled commercial bank in favour of _____ (designation of the concerned officer), _____ (name of the Department) valid for 45 days beyond the Tender validity period.	
2.	One self-attested recent passport size photograph of the 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-VII).	
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.	Self attested copy of valid Licence No. under Contract Labour (R&A) Act, 1970.	
11.	Annual returns of previous three years supported by audited balance sheet (clause 2.1 of NIT)	
12.	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 running Sanitation/Housekeeping services (in years)		
4.	Volume of work done during last three financial years as specified in clause 2.2 of the NIT.		
5.	Single work of more than Rs. _____ during last three years.		
6.	No. of Trained Supervisory staff in the field of Hygeine/Sanitation/Housekeeping.		
7.	ISO Certification of the firm (Yes/No)		

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 sanitation/housekeeping workers.

5. I/We do hereby undertake that neat and clean environment of the Department shall be ensured by our Agency, as well as any other point considered by our Agency. Our Mechanised Housekeeping, Security Services and Pest Control services shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. _____ Lakhs (Rupees _____ in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

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