

Tender for Contracting of External Agency for Outsourcing of Manpower

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



Indian Aviation Academy

TENDER DOCUMENT

Tender ID- 2020_IAA_Admn_1

Estimated Cost	:	Rs. 1.60 Crores (Approx.) per year
Time Allowed	:	02 (Two) Year
Tender fee	:	Rs. 1180.00
EMD	:	Rs. 3,20,000.00
Last date & time for sale of tender document.	:	28.02.2020 up to 1200 Hrs.
Last date & time of Bid Submission.	:	28.02.2020 up to 1700 Hrs.
Date & time of opening of Envelope-I	:	03.03.2020 From 1500 Hrs.
Date & time of opening of Envelope-II	:	To be announced.

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Disclaimer

The information contained in this "TENDER" document or subsequently provided to Applicant/s, whether verbally or in documentary form by or on behalf of the Indian Aviation Academy ("IAA" or "the Authority"), or any of their representatives, employees or advisors (collectively referred to as "IAA Representatives"), is provided to Applicant(s) on the terms and conditions set out in this Tender Document and any other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is neither an offer nor an invitation by the IAA Representatives to any other party. The purpose of this Tender Document is to provide interested parties with information to assist the formulation of their Proposal for Selection pursuant to this Tender Document. This Tender Document includes statements, which reflect various assumptions and assessments arrived at by IAA in relation to the Project. Such assumptions and statements, in this Tender Document do not purport to contain all the information that each Applicant may require. This Tender Document may not be appropriate for all persons, and it is not possible for IAA Representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, information and statements contained in this Tender Document may not be accurate, adequate and complete and each Applicant should conduct its own enquiries and analyses, and should check the accuracy, reliability and completeness of the assumptions, assessments, information and statements in this Tender Document, and obtain independent advice from appropriate sources.

IAA Representatives make no representation or warranty and shall incur no liability to any person, including any Applicant or Applicant, under any law, statute, rule or regulation or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, reliability or completeness of the Tender Document and any assessment, assumption or information contained therein or deemed to form part of this Tender Document or arising in any way with qualification of Applicants for participation in the Selection Process.

The IAA Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

The issue of this tender does not imply that the Authority is bound to select a firm or to enter into any contract with the Selected Firm for the Project and the Authority reserves the right to reject all or any of the Applicants or Applications, at any stage of the Application Process, without assigning any reason whatsoever. Selection of applicant as per tender shall not give any vested right on the service provided through such service provider. IAA reserves the right to avail the services from any other service provider, empaneled or not with the IAA.

Each Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to analysis, preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain the responsibility of the Application and the Authority shall not be liable in any manner whatsoever for the same and/or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Application, regardless of the conduct or outcome of the Selection Process.

Tender for Contracting of External Agency for Outsourcing of Manpower

Dt.14.02.2020 Notice inviting Tender

**INDIAN AVIATION ACADEMY (NIAMAR SOCIETY)
NANGAL DEWAT ROAD, VASANT KUNJ, NEW DELHI 110070
Notice Inviting for TENDER for Contracting of External Agency for Outsourcing of
Manpower through Quality and Cost based selection- Tender ID- 2020_IAA_Admn_01**

Ref No: IAA/ADM/TENDER/2020/01

1. Tenders are invited by, Sr. Consultant, Indian Aviation Academy (NIAMAR Society) Vasant Kunj, New Delhi 110070 on behalf of Director IAA, from the applicants registered with registrar of companies for **Contracting of External Agency for Outsourcing of Manpower through Quality and Cost based selection (QCBS)** for a period of **02 Years + One Year extension as required, subject to satisfactory performance.**

The Authority wishes to onboard an External Agency to fulfill contractual manpower requirement for key operational and support roles. This is in phased manner. The objective is to have better control on quality of contractual manpower through reputed External Agency who can manage end to end staffing, onboarding and payroll management (salary, PF, Health Insurance etc.).

Initially, the contractual manpower demand across IAA is approximately up to 36 in all categories. The manpower requirement shall be fulfilled in phased manner.

The service provider shall be selected based on the highest score on combined Financial and Technical evaluation as per QCBS. Further, there may be additional roles which may not be mentioned in the said schedule, but which may need contractual manpower. Selected applicant shall be obliged to provide manpower in such scenario.

2. Bid Manager can be contacted as below on all working days from 9:30 Hrs. to 17:30 Hrs.
Senior Consultant, Vasant Kunj, New Delhi 110070.

Tel. No.: 011-26134358, Ext- 203

Email: gadmin@iaa.edu.in

Please note that under no circumstances bid procedure related queries shall be referred to the IEMs.

3. Two (2) envelopes shall be submitted in Sealed Cover by the bidder as per the following schedule of CRITICAL DATE SHEET: -

S. No.	Activity	Date
1.	Publishing Date	14.02.2020.
2.	Tender Document Download/ Sale Start Date	14.02.2020 from 10:30 Hrs.
3.	Query/Clarification Start Date	14.02.2020 from 10:30 Hrs.
4.	Query/Clarification End Date	21.02.2020 Up to 17:00 Hrs.
5.	Query reply	24.02.2020
6.	Proposal Submission Start Date	14.02.2020 from 10:30 Hrs.
7.	Proposal Submission End Date	28.02.2020 Up to 17:00 Hrs.
8.	Bid Opening Date (Envelope- I)	03.03.2020 from 15:00 Hrs.
9.	Date of Presentation	To be notified
10.	Bid Opening Date (Envelope- II)	To be announced
11.	Tender Fee	Rs.1180/- (One Thousand one hundred eighty only) (i/c GST) Non- refundable.
12.	EMD	Rs.3,20,000/- (Three Lakh Twenty Thousand only) in the form of Demand Draft only.

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4. Qualifying requirements of contractors / firms

- a. Agency should have Permanent Account Number (PAN) & GST
- b. Agency should have valid Registration on the Date of issue of Tender from company registrar of India
- c. The Agency should have experience of one work of providing services of minimum 29 persons with a minimum duration of one year under one agreement or two works of providing services of minimum 18 persons under each agreement and similarly 3 works of minimum 15 persons under each agreement. (Please note that if the duration of Agreement is more than one year and contract is still in force, then the cut-off date of duration of one year is 31-12-2019 and agency has to obtain certificate from the client in this effect).

The Agency should have component of experience of providing Executives, Asst. Executives in electrical/Civil/IT/Facility Management/Corporate/institutional Marketing staff for 15 persons in one of the works with a minimum duration of one year.

OR

- d. The Agency should have satisfactorily completed three (3) works of value INR 64.00 Lakhs each per annum or two (2) works of INR 80.00 Lakhs each per annum or one (1) work of INR 1,28,00,000/- per annum during last (7) years ending on 31.12.2019. Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work. If the period of completion of work is more than one (1) year then value of work executed in one (1) year on pro-rata basis will be considered for eligibility.

The Agency should have component of experience of providing Executives, Asst. Executives in Electrical/Civil/ IT/ Facility Management/ Corporate-Institutional Marketing staff amounting to 64.00 Lakhs per annum in one of the work orders. The experience shall be supported with schedule of quantity and interim bill if the duration is more than one year and agreement is still in force or else final bill. (Please note that if the duration of Agreement is more than one year and contract is still in force, then the cut-off date of duration of one year is 31.12.2019 and agency has to obtain certificate from the client in this effect).

- e. Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.
- f. Applicant should have Average annual turnover of INR 48 lakh for last three financial years from FY 2016-17 to FY 2018 – 19.
- g. Applicant must have a positive profit before tax (PBT) in FY 2018 –19. Firms showing Firms continuous losses during the last three years in the balance sheet shall be summarily rejected.
- h. As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application.

All rates shall be quoted in the format provided and no other format is acceptable. The price bid has been given as a standard BOQ format with the tender document, the same is to be filled by all the bidders. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

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Envelope-I: - (“Pre-Qualification and Technical Proposal”) Must contain **signed copy** of the following documents:

1. Form-1A: Letter of Proposal
2. Form-1B: Unconditional Acceptance of IAA tender conditions
3. Demand Draft against Earnest Money Deposit. (*Original EMD in the form of Demand Draft (from any Scheduled banks in India preferably from Nationalized bank but not from cooperative/Gramin) in favor of Indian Aviation Academy, payable at New Delhi.*)
4. Form-1C: Form of Details of Demand Draft against Earnest Money Deposit.
5. Form-2: Integrity Pact.
6. Tender fee
7. Form 3: Vendor Assessment and evaluation Form
 1. Financial Capacity of the Applicant
 2. Experience Certificate
 - a) Experience with Government Public sector
 - b) Experience with Govt./PSU sector (Executive Level)
 - c) Experience with Academic Institution
 3. Details of ISO Certification
 4. Particulars of the Applicant
8. Form 4: Statement of Legal Capacity
9. Form 5: Power of Attorney
10. Form 6: Form of Agreement
11. Form 7: Bank Guarantee or Performance Security
12. Form 8: Duly notarized Affidavit reg. compliance of Minimum wages
13. Form 9: Duly notarized declaration reg. blacklisting/Debaring of firm
14. Form 10: Undertaking on GST
15. Checklist for Envelop-1

In addition to the above, Self-attested/certified copies of following documents:

- (i) Copy of Company Registration Certificate
- (ii) Copy of GST Identification Number Certificate
- (iii) Copy of PAN Card
- (iv) Copy of EPF Number Certificate
- (v) Copy of ESI Number Certificate
- (vi) Certified copies of Financial Capability
- (vii) Certified copies Experience Certificate
- (viii) Certified copies Experience with Government/ Public sector
- (ix) ISO certification evidence

Envelope-II: The Financial Proposal.

Applicants shall submit the financial proposal in the format as available in tender document (“Financial Proposal”) up to two decimal points.

Tender of the tenderer whose EMD is not enclosed will be summarily rejected. Any postal delay will not be entertained.

5. **Bids Opening Process is as below:** - Opening dates of Envelops have been mentioned in **Critical Date Sheet**. Pre-qualification & Technical proposal containing Documents shall be opened on date & time mentioned in the table of critical date sheet.

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

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Envelope-II: Financial bids of the Bidders meeting the technical criteria shall only be opened. Depending on Envelop-I Evaluation, date of Opening of Envelop-II shall be intimated through IAA Website.

6. General Guidelines for the Bidders:

- I. The intimation regarding acceptance/rejection of their bids will be intimated to the contractors/ firms through by E-mail/ IAA Website.
- II. If any clarification is needed from the bidder about the deficiency in his Submitted documents in Envelope – I, he will be asked to provide it through E-mail and hard copy as the case may be.
- III. The bidder shall Submit the requisite clarification/documents within time specified by IAA, failing which tender will be liable for rejection.
- IV. IAA reserves the right to accept or reject any or all applications without assigning any reasons. IAA also reserves the right to call off tender process at any stage without assigning any reason.
- V. IAA reserve the right to disallow issue of tender document to working agencies whose performance at ongoing project(s) is below par and usually poor and has been issued letter of restrain/ Temporary/ permanent debar by any department of AAI, IAA, DGCA or BCAS.
- VI. IAA reserves the right to verify the credential submitted by the agency at any stage (before or after the award of work). If at any stage, any information/documents submitted by the applicant is found to be incorrect/ false or have some discrepancy which disqualifies the firm then IAA shall take the following action:
 - (a) Forfeit the entire amount of EMD submitted by the firm.
 - (b) The agency shall be liable for debarment from tendering in IAA, apart from any other appropriate contractual / legal action.
- VII. Consortium /JV companies shall not be permitted.
- VIII. No single firm shall be permitted to submit two separate applications.
- IX. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.

7. PREPARATION OF PROPOSAL

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

8. SUBMISSION OF PROPOSAL

- (i) Applicants should submit the proposal timely as per the timeline. Applicant will be responsible for any delay due to other issues. Incomplete application forms shall be rejected.
- (ii) Applicant should prepare the EMD as per the instructions specified in the tender. The original should be submitted along with Envelope-1, latest by the last date of proposal submission or as specified in the tender documents. The details of the DD physically sent, should tally with the details available in the data entered in the proposal submission.
- (iii) Applicants are requested to note that they should necessarily submit their financial proposal in the format provided and no other format/ changes in the format is acceptable. If the format is found to be modified by the applicant, the proposal will be rejected.

9. SEARCHING FOR TENDER DOCUMENTS

The tender document shall be available online on IAA website. Kindly visit www.iaa.edu.in and refer to tender section.

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10. ASSISTANCE TO APPLICANTS

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

Sr. Consultant

Indian Aviation Academy

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GUIDELINES FOR TENDER

1. Introduction

1.1. Background

- 1.1.1. Indian Aviation Academy (IAA) is a premier institute for Education, Training, and Research in Aviation. It functions as joint training academy of Indian Aviation Academy (IAA), Directorate General of Civil Aviation (DGCA), Bureau of Civil Aviation Security (BCAS). A Full Member of ICAO TRAINAIR PLUS (TPP) program, the academy fosters a culture of experiential learning with training activities across all domains of aviation. Indian Aviation Academy. Further details about IAA are available on IAA website www.iaa.edu.in The Authority wishes to onboard a vendor to fulfil contractual manpower needs for key operational and support roles. The objective is to have better control on quality of contractual manpower through reputed vendors who can manage end to end staffing, onboarding and payroll management (salary, PF, Health Insurance etc.).
- 1.1.2. Applicant / service provider bid shall be selected based on QCBS approach Indian Aviation Academy Indian shall take manpower as required and is not liable to fill all the positions. Further, there may be additional positions which may not be mentioned in the said schedule, but which may need contractual manpower. Selected applicant shall be obliged to provide manpower in such scenario.
- 1.1.3. In order to achieve further time and cost efficiency from economies of scale while ensuring outstanding quality of service, IAA wishes to enter into an Agreement with a reputed, qualified, experienced and professional Manpower Service Providers. Through this tender, IAA seeks a detailed technical and financial proposal for services from Manpower Outsourcing Firms.
- 1.1.4. IAA does not guarantee actual number of category wise requirement of the manpower. The requirement may vary and the Agency has to supply the manpower as per actual requirement.

1.2. Request for Proposals

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

1.3. Earnest Money Deposit (EMD)

Earnest Money of amount Rs. 3.20 Lakhs (Rupees Three Lakhs Twenty Thousand) in the form of Demand Draft from any Scheduled banks in India preferably from Nationalized bank but not from cooperative/Gramin Bank in favour of Indian Aviation Academy, payable at New Delhi.

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

1.4. Validity of the proposal

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

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1.5. Brief Description of the Selection Process (QCBS basis)

1.5.1. IAA has adopted a two-stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids to be submitted in hard copy in two separate sealed envelopes. Only those Bidders whose EMD and proposal with all supporting documents is received before the date specified in **Critical Date Sheet** and who meet the Eligibility Criteria shall qualify for evaluation.

1.5.2. All Applicants are required to submit two envelopes.

Envelope-I: - (“Pre-Qualification and Technical Proposal”) Must contain signed copy of the following documents:

1. Form-1A: Letter of Proposal
2. Form-1B: Unconditional Acceptance of IAA tender conditions
16. Demand Draft against Earnest Money Deposit. (*Original EMD in the form of Demand Draft (from any Scheduled banks in India preferably from Nationalized bank but not from cooperative/Gramin) in favor of Indian Aviation Academy, payable at New Delhi.*)
3. Form-1C: Form of Details of Demand Draft against Earnest Money Deposit.
4. Form-2: Integrity Pact.
5. Tender fee
6. Form 3: Vendor Assessment and evaluation Form
 1. Financial Capacity of the Applicant
 2. Experience Certificate
 - a) Experience with Government Public sector
 - b) Experience with Govt./PSU sector (Executive Level)
 - c) Experience with Academic Institution
 3. Details of ISO Certification
 4. Particular of the Applicant
7. Form 4: Statement of Legal Capacity
8. Form 5: Power of Attorney
9. Form 6: Form of Agreement
10. Form 7: Bank Guarantee or Performance Security
11. Form 8: Duly notarized Affidavit reg. compliance of Minimum wages
12. Form 9: Duly notarized declaration reg. blacklisting/Debaring of firm
13. Form 10: Undertaking on GST
14. Checklist for Envelop-1

Self-attested/certified copies of following documents:

- (i) Copy of Company Registration Certificate
- (ii) Copy of GST Identification Number Certificate
- (iii) Copy of PAN Card
- (iv) Copy of EPF Number Certificate
- (v) Copy of ESI Number Certificate
- (vi) Certified copies of Financial Capability
- (vii) Certified copies Experience Certificate
- (viii) Certified copies Experience with Government Public sector

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1.5.3. Envelope-II: The Financial Proposal.

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

Tender of the tenderer whose EMD is not enclosed will be summarily rejected. Any postal delay will not be entertained.

1.6. Payment

All payments to the service provider shall be made in INR in accordance with the provisions of this tender. Monthly bill shall be paid to the agency after submission of documents i.e. wages paid /EPF / Health Insurance challan after verification of attendance by the respective officer in charge.

1.7. Schedule of Selection Process the Authority will endeavor to adhere to the following schedule as given in **Critical Date** Sheet. Any change in the proposed schedule will be duly notified through IAA Website.

1.8. Left blank

1.9. Nodal Point

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

Bid Manager:

Sr. Consultant

Indian Aviation Academy (NIAMAR Society)

Tel-011-26134358, Extn.-203

Email: gadmin@iaa.edu.in

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

1.10. Tendering Process: Refer NIT Page -4

2. Instructions to Applicants

A. GENERAL

2.1. Scope of Proposal

- 2.1.1. Detailed description of the objectives, scope of services and other requirements relating to this Project are specified in this Tender Document. In case an applicant firm possesses the requisite experience and capabilities as specified, it may participate in the bidding Process in response to this invitation. The term applicant (the “Applicant”) means the Sole Firm/Bidder, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this Tender Document.
- 2.1.2. Applicants are advised that the selection of Service Provider shall be on the basis of an evaluation by the Authority through the Selection Process specified in this Tender. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 2.1.3. The Applicant shall submit its Proposal in the form and manner specified in this Tender Document. Upon selection, the Applicant shall be required to enter into an Agreement with the Authority in the form specified at **Form-6**.
- 2.1.4. IAA reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.2. Conditions of Eligibility of Applicants

- 2.2.1. Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2. **Eligibility Criteria:**
Applicants must submit all documentation as given herein.

Table of Eligibility

S.No		Form to be filled	Documentable attached
1.	Applicant should have Average annual turnover of INR 48.00 lakh for last three financial years from FY2016-17 to FY 2018 – 19. Applicant must have a positive profit before tax (PBT) in FY 18– 19.	Form 3 (1)	As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application SIGNED BY Authorized Signatory of the firm.
2.	The Agency should have experience of one work of providing services of minimum 29 persons with a minimum duration of one year under one agreement or two works of providing services of minimum 18 persons under each agreement or similarly, 3 works of minimum 11 persons under each agreement.	Form 3 (2)	Work experience certificates as per NIT to be attached to authenticate the given Details.

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	<p>The Agency should have component of experience of providing Executives, Asst. Executives In electrical/Civil/IT/Facility Management, and Corporate/institutional Marketing staff for 15 persons in one of the works with a minimum duration of one year. (Please note that if the duration of Agreement is more than one year and contract is still in force, then the cut-off date of duration of one year is 31-12-2019 and agency has to obtain certificate from the client in this effect).</p> <p>OR</p> <p>Agency should have satisfactorily completed three (3) works of value INR 64.00 Lakhs each per annum or two (2) works of INR 80.00 Lakhs each per annum or one (1) work of INR 1,28,00,000/- per annum during last seven (7) years ending on 31.12.2019. Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. Firms Showing work experience certificate from nongovernment/non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work. If the period of completion of work is more than one (1) year then value of work executed in one (1) year on pro-rata basis will be considered for eligibility. The Agency should have component of experience of providing Executives, Asst. Executives In electrical/Civil/IT/Facility Management, Corporate/institutional Marketing staff amounting to INR 64.00 Lakhs per annum in one of the work orders.</p>		
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- 2.2.3. The Applicant should submit a **Power of Attorney as per the format** at Form – 5 on stamp paper of Rs. 100 value; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant.
- 2.2.4. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.5. An Applicant or its Associate should have, during the last three years, neither failed to perform any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.6. While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.
- 2.2.7. Applicant should have valid GST number, PAN number, EPF number, ESI number and company registration number. The applicant should attach copies of the said information.

2.3. Conflict of Interest

- 2.3.1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Project ("**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2. The Authority requires that the Service Provider provides professional, objective, and impartial advice and at all times hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- 2.3.3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - (a) The Applicant, its consortium member ("Member") or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person ("Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned

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under this Sub Clause (aa) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) A constituent of such Applicant is also a constituent of another Applicant;
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (f) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or

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

2.4. Number of Proposals

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

2.5. Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6. Applicability of Laws & Regulations

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

2.7. Acknowledgement by Applicant

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

- (a) Made a complete and careful examination of the tender;
- (b) Received all relevant information requested from the Authority;

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- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Authority or relating to any of the matters referred in Tender Document.
- (d) Satisfied itself about all matters, things and information, including matters referred to in Tender Document, herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) Acknowledged that it does not have a Conflict of Interest; and
- (f) Agreed to be bound by the undertaking provided by it under and in terms hereof

2.7.2. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8. Right to reject any or all Proposals

- 2.8.1. Notwithstanding anything contained in this tender, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 2.8.2. Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:
 - (a) at any time, a material misrepresentation is made or discovered, or
 - (b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.9. Clarifications

- 2.9.1. If any clarification is needed by IAA from the applicant about the deficiency in his submitted **documents** in Envelope-I, they will be asked to provide it through E-mail. The applicant shall Submit the requisite clarification/documents within specified time of receipt of such request from IAA, failing which tender will not be considered for the subsequent stages.
- 2.9.2. No proposal procedure related query shall be referred to Independent External Monitors (IEMs).”
- 2.9.3. The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.10. Amendment of Tender

- 2.10.1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the tender document by the issuance of Addendum/ Amendment and posting it on the Official Website of IAA.
- 2.10.2. All such amendments posted on the Official Website along with the revised tender containing the amendments, will be binding on all Applicants.

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

B. PREPARATION AND SUBMISSION OF DOCUMENTS

2.11. Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this tender. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail

2.12. Format and signing of Proposal

- 2.12.1. Applicant shall provide all the information sought under this tender. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.12.2. Applicants should note the Proposal Submission End Date, as specified in Critical Date sheet, for submission of Proposals. Except as specifically provided in this tender, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of **Proposal Submission End Date**.

2.13. Pre-Qualification (PQ) & Technical Proposal

- 2.13.1. Applicants shall submit the Pre-Qualification & Technical proposals in the formats given in Envelop-I
- 2.13.2. While submitting the PQ & Technical Proposal, the Applicant shall, in particular, ensure that:
- (a) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - (b) power of attorney, if applicable, is executed as per Applicable Laws;
- 2.13.3. Failure to comply with the requirements spelt out in this Clause shall make the Proposal liable to be rejected
- 2.13.4. The PQ & Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.13.5. The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the tender. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this tender, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Service Provider, as the case may be.

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

2.14. Financial Proposal

Applicants shall submit the financial proposal according to the guidelines (“**Financial Proposal**”) up to two decimal points in Envelope II.

Emoluments to the Contractual Employees

Level	Sr. Executive	Executive	Asst. Executive	Sr. Office Assistant	Office Assistant
Monthly Emoluments	80,000/-	50,000/-	40,000/-	30,000/-	25,000/-

Contractual Manpower Per Annum

Indian Aviation Academy may require up to 36 manpower per annum through selected service provider based on its manpower requirement and subject to compliance of quality parameters by the applicant.

- (a) Service provider is liable for all statutory compliances and obligations.
- (b) The contractual manpower in normal circumstances shall not be called on a holiday or national holiday, however, in case of any exceptional circumstances, commensurate compensatory off shall be given.
- (c) An annual increment of up to 5% of the consolidated monthly emoluments shall be provided to the Contractual employees.
- (d) Outsourced Staff (other than Office Assistant) will be paid 85% of pay as fixed pay and 15% pay on performance basis payable on quarterly basis, based on measured performance. In case of Office Assistant, 90% of pay will be fixed pay and 10% as performance pay, accordingly, the vendor shall disburse fixed pay on monthly basis to all employees and performance pay on quarterly basis. At the end of each quarter, IAA shall issue an “index of performance” chart based on which the vendor is expected to release the performance pay and submit the details of disbursement for reimbursement.
- (e) IAA pays fair wages, however, if at any time, on account of any legislation, notification, labor award, the minimum wages become more than agreed upon wages, the Contractor has to promptly inform the authority (IAA) so that the same can be appropriately revised by IAA.
- (f) Any such revision by IAA, as above in (d) shall be reimbursed to the firm along-with any statutory obligation on actual basis.
- (g) For the purpose of admitting the claim under this clause the contractor has to produce the required *Documentary Evidence* to the satisfaction of Officer In-charge.

2.14.1. While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) The Financial Proposal shall consider all expenses except applicable GST.
- (ii) Costs shall be expressed in percentage.

2.14.2. IAA has adopted a two-stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids. Only those Bidders whose

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EMD, letter of proposal, Tender Fees & Integrity Pact is received in Envelop-I and who meets the Eligibility Criteria shall qualify for evaluation.

- 2.14.3. The Proposal shall be made in the Forms specified in this tender. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- 2.14.4. The Rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Service Provider under the Agreement.

2.15. Proposal Submission End Date

- 2.15.1. Proposal should be submitted on or before **Proposal Submission End Date** specified in Critical Date Sheet in the manner and form as detailed in this tender.
- 2.15.2. The Authority may, in its sole discretion, extend the **Proposal Submission End Date** by issuing an Addendum uniformly for all Applicants.

2.16. Late Proposals

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

2.17. Modification/ substitution/ withdrawal of Proposals

- 2.17.1. The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to **Proposal Submission End Date**. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the **Proposal Submission End Date**.
- 2.17.2. The modification, substitution, or withdrawal notice shall be done in accordance through IAA Website.
- 2.17.3. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the **Proposal Submission End Date**, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.18. Performance Security

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

- (a) If an Applicant engages in any of the Prohibited Practices as per tender;
- (b) if the Applicant is found to have a Conflict of Interest
- (c) if the selected Applicant commits a breach of the Agreement.

- 2.18.1. For the purposes of this Agreement, performance security shall be Rs. 16 Lakhs (Sixteen lakh), and same has to be submitted by the agency before award of work. Service provider shall renew the existing BG if initially given for 01 year and thereafter at the end of every year or completion date + 06 months. The performance security shall be released after Six months of actual completion of work subject to clearance and hence the agency has to submit the performance security accordingly.

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- 2.18.2. Performance Security of the work shall be refunded within three months of the contractor releasing all due payments to the employees and submitting a clearance certificate from such employees in this regard and has also settled all statutory payments.

C. EVALUATION PROCESS

2.19. Evaluation of Proposal

- 2.19.1. The Authority shall open the Proposals according to Critical Date Sheet.
- 2.19.2. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the tender. A Proposal shall be considered responsive only if:
- (a) EMD, Tender Fee, letter of proposal, Integrity Pact and Unconditional Acceptance is received as per Envelope I.
 - (b) The Technical Proposal is received and any form submitted is in the format specified in Envelop-I and supporting document are provided;
 - (c) It is received by the Proposal Submission end date including any extension thereof;
 - (d) It is signed, sealed, bound together and marked as stipulated in tender;
 - (e) It is accompanied by the Power of Attorney as specified in tender;
 - (f) It contains all the information (complete in all respects) as requested in the tender;
 - (g) It does not contain any condition or qualification; and
 - (h) it is not nonresponsive in terms hereof.
- 2.19.3. The Authority reserves the right to reject any Proposal which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.19.4. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in tender and the criteria set out in tender.
- 2.19.5. After the technical evaluation, the Authority shall prepare a list of eligible Applicants for opening of their Financial Proposals & the same shall be notified to the Applicants. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out as per criteria of tender.
- 2.19.6. Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.19.7. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it.

2.20. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

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2.21. Clarifications

- 2.21.1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.21.2. If an Applicant does not provide clarifications sought under Clause 2.21.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

D. Appointment of Service provider

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

2.23. Execution of Agreement

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

2.24. Commencement of Project

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

2.25. Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Service Provider, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Service Provider to the Authority in relation to the Project shall be the property of the Authority, except any tools or methodology proprietary of the Service Provider.

- 2.26.** Service Provider shall not mention the name of IAA to publish /advertise or make any circulations in any media of the posts as given in this tender.

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3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

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

Tx = Technical marks scored as per below mentioned Technical Evaluation criteria to evaluate particular agency that is STx) (STx - The agency whose score is being evaluated.)

3.1.2 The scoring criteria to be used for evaluation of Technical Proposal shall be as follows*:
Supporting documentation/proof /annexures to be compulsorily attached.

S.No.	Parameter	Marks Max
1.	Average Annual Turnover of the Bidder from the last three financial years Min Turnover as per PQ and above but below 15 Crores– 5 marks 15 Cr and above but below -25 Crores – 10 marks 25 crores & above – 15 marks	15
2.	Number of outsourced employees presently working for the bidder 100- less than 250 5 Marks 250- less than 500 10 Marks 500 and above 15 Marks	15
3.	Number of branch offices in the country Branch Office in NCR – 5 Marks Branch Office in NCR and up to 4 states – 10 Marks Branch Office in NCR and more than 4 states – 15 Marks	15
4.	ISO Certification >5 continuous years – 5 Marks >10 continuous years – 10 Marks	10
5.	Experience of providing manpower to educational Institution	05
6.	Experience of Govt. Departments and PSUs >5 PSUs / Govt. Organization - 10 marks >=2 -4 PSUs / Govt. Organization - 6 marks 1PSU / Govt. Organization - 3 marks	10
7.	Experience of Providing Executives to Govt./PSU/ corporates >2 PSUs / Govt. Organization – 10 marks Up to 2 PSU / Govt. Organization - 5 marks	10
8.	Approach and Methodology (Presentation- date will be notified) (i) Suitability of Solution relative to Scope of Work (7 marks) Proposed concept and solution for IAA including approach on team operations needed to meet contractual demand of IAA. <ul style="list-style-type: none"> • Capability to meet business requirements and objectives of IAA • Adequacy of proposed vendor physical infrastructure to be Deployed • Applicant's understanding of scope of work for IAA. (ii) Information technology (6 marks) <ul style="list-style-type: none"> • Capability to provide an IT Dashboard for centralized monitoring providing a real time view of: - Contractual manpower deployed- Wages of manpower along with attendance – Other specialized metrics. (iii) Project Planning (7 marks) <ul style="list-style-type: none"> • Detailed plan of action on fulfilling of demand for each role. • Detailed break-down of team and Points of contract Plan for resource allocation. 	20
	Total	100

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

3.2 Short-listing of Applicants

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

3.3 Evaluation of Financial Proposal

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

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

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

$$SF(y) = \text{Financial Score of Bidder}$$

$$FM = \text{Quoted Percentage of Financial Proposal by Lowest bidder}$$

$$F(y) = \text{Quoted Percentage of Financial Proposal by Bidder}$$

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

3.4 Combined and Final Evaluation

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

$$\mathbf{S = ST \times Tw + SF \times Fw}$$

Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.7 and 0.3 respectively.

3.4.2 The Selected Applicant shall be the Applicant having the highest combined score., Applicants with highest combined score shall be selected.

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

GENERAL GUIDELINES

4 FRAUD AND CORRUPT PRACTICES

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

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5 MISCELLANEOUS

- 5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to
- (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Applicant in order to receive clarification or further information;
 - (c) Retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 5.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

6 SELECTION PROCESS OF CONTRACTUAL EMPLOYEE

Selection will happen in three stages:

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

S.No.	Job Role	Mandated Tests
1	Sr. Executive/ Executive	Trade Test and Computer skills test & MS office
2A	Asst.Executive	Relevant Trade Test
2B	Sr. Office Assistant	Computer skills test & Typing test, MS office, Communication Skills
3	Office Assistant	Computer skills test & Typing test, MS office, Communication Skills

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- 6.2.1 The format of tests along with minimum marks/percentage shall be decided post selection of Service provider. Service provider shall come up with recommendations on tests along with mechanism of evaluation. Authority may recommend changes to the same. Final testing mechanism shall be finalized post incorporations of all suggestions from Indian Aviation Academy.
- 6.2.2 **Post Stage 2**, There should be minimum of 2 candidates per position available for Stage 3 evaluation. In case minimum of 2 candidates are not available, service provider shall provide additional required number of profiles to fill the deficit. Such profiles should have cleared Stage 1 and Stage 2 as defined in this tender.
- 6.2.3 Service provider should be able to provide minimum number of profiles as mandated post stage 2 within 14 days' post notification of requirement by the concerned official from IAA.
- 6.3 **Stage 3**: Interviews of shortlisted profiles post Stage 2 shall be taken by concerned IAA officials. Final Decision to hire a candidate shall be of the Authority.
- 6.4 There may be certain contractual employees who may be already working with Indian Aviation Academy on contractual basis with different contracting agency. Authority may decide to continue with same contractual employees.
- 6.5 The copies of appointment letter issued to the personnel deployed in the Authority shall be provided to the Authority.
- 6.6 The Service Provider before selecting the manpower will satisfy himself about the character and integrity of the persons proposed to be provided to the Authority. The Service Provider shall obtain a character certificate in respect of every such person from the school/college last attended by such person or a character certificate from a Gazetted Officer and a copy of such certificate should be made available to the IAA at the time of deployment. The Service Provider will also ensure that the personnel deployed are medically fit and also submit medical fitness certificate.
- 7 The Service Provider shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. The Authority shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employees performing duties under the contract.
- 8 The Service Provider is liable for all statutory compliances and obligations.
- 9 The Service Provider shall replace within 10 working days any of its personnel, if they are unacceptable to the Authority because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving 3 written notice from Authority. Notwithstanding above, the Authority has the right to ask to change/replace the personnel at any point of time without assigning any reason.
- 10 The Service Provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.
- 11 The Authority shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment's or vehicles of the personnel of the Service Provider.
- 12 The Service Provider shall be responsible for any damages done to the property of the Authority by the personnel so employed. The IAA will be free to recover it from the performance security or given by the Service Provider or from any other monthly payments to service provider.

Tender for Contracting of External Agency for Outsourcing of Manpower

- 13 The Service Provider's personnel working in the Authority should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Authority. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 14 The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- 15 The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/secret nature.
- 16 The Service Provider's personnel shall not have any right to claim any benefit/compensation /absorption/regularization of services with the Authority under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.
- 17 The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider will be the responsibility of the Service Provider and the Authority will not entertain any claim in this regard.
- 18 The Service Provider shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the Authority.
- 19 For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the Indian Aviation Academy. The persons deployed by the Service Provider in the Indian Aviation Academy shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against Indian Aviation Academy.
- 20 Security Considerations: The persons deployed by the Agency should not have any Police record/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Any person deployed by the service provider should not indulge in act of misconduct. In case any such incident comes to the knowledge or brought to the knowledge of IAA, the Service Provider will withdraw such person immediately and IAA will be at liberty to take appropriate action against such person as well as the service provider.
- 21 In case of the termination of the contract on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to any claim for absorption or for any relaxation. The person deployed by Service Provider shall be the employees of the Service Provider for all purpose.
- 22 Attendance shall be recorded by service provider for the contractual employees staffed at Indian Aviation Academy. Service provider shall setup Biometric systems at Indian Aviation Academy for recording the attendance. If less than 10 contractual Manpower is employed, if it is not feasible to provide biometric attendance system, in that case Service Provider shall record the attendance manually and make it available to authorized Official as required.

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23 The working hours and days of contractual employees shall be as follows:

S. No.	Job Role	Working Hours	Days of Work
1.	All Positions	9.30 am to 6 pm	6 Days a week

24 Contractual Employees shall be entitled to 01 Casual Leave in a month (i.e. 12 CL in a year) or as per contract labour Act & if the employee takes leaves more than the entitled, the substitute is to be provided by the service provider to the Authority. In case the substitute is not provided by the service provider, the payment will be deducted from the salary of the employee as per calculation given below:

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

25 Contractual Employees from Service provider shall be required to wear neat and tidy uniforms as mentioned in the table below. Service provider shall comply with the specifications and provide minimum 2 sets of uniforms (in each seasons) to the manpower during winter & Summer seasons. The appropriate costs has been considered in the cost of services. It will be the responsibility of service provider to select the vendor for finalization of uniforms and to transport the uniform to the contractual employee. The Uniform shall be provided for each person during a year and shall be released in two parts (every 6 months) as per the requirement. The Vendor may also suggest the dress color as per their own branding.

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

26 Service provider shall be required to impart basic 2 days' communication and soft skills training with role plays. The respective costs should be loaded in the bid parameter.

27 Deliverables and Conditions of Services and Penalties subject to genuine reasons and explanations (if any)

S.No.	Deliverable	Measurement Method	Service level Agreement	Penalty (% of monthly fee)
Hiring of Candidate				
1.	Selection process of candidates		As detailed out in Clause 5 per	INR 100 per day of delay position to be filled.
2.	Background verification documents Aadhar Card Details Education Documents Past Experience documents Photo	Days overdue designated date above	On the same day as joining date	INR 100/- per day
3.	Police Verification of candidates	Days overdue designated date above	Within 5 working days of joining	INR 100/- per day
4.	Appointment letter and issuance of I-Card to contractual employees	Days overdue after the designated time	Same day as joining date	INR 100/- per day
5.	Details of contractual employee to be updated on dashboard	Details of No. of contractual employees processed /Details of Total No. of contractual employees hired within the week	2 working days from joining date	INR 100/- per day for every delay beyond 2 days of Delay
Salary and Payments				
6.	Proof of Salary disbursement to manpower to be submitted	Days overdue above designated date	On or before 07th of every month	INR 500- per day per person of such proof not submitted.
7.	Details of Health Insurance and EPF submitted towards contractual employees	Days overdue above designated date	On or before 20 th of every month.	INR 100/- per day
8.	Not providing substitute in case of more than 02 days continuous absent of Contractual Manpower	Days overdue	7 Days	INR 100/- per day for each employee absent
9.	Not wearing Uniform by the Contractual Manpower	Days overdue after appointment	07 days	INR 100/- per day for not wearing uniform for each day per employee

28 Payment Terms for Service Provider

- 28.1 The standard terms of payment are within 20 days from the date of submission of bills along with GST Invoice in triplicate along with attendance certified by the competent authority in IAA. The payment shall be made through RTGS/ NEFT.
- 28.2 Payment for outsourced contractual manpower will be made on the basis of attendance during the billing period. Outsourced Staff (other than Office Assistant) will be paid 85% of pay as fixed pay and 15% pay on performance basis payable on quarterly basis, based on measured performance. In case of Office Assistant, 90% of pay will be fixed pay and 10% as performance pay. Accordingly, the vendor shall disburse fixed pay on monthly basis to all employees and performance pay on quarterly basis. At the end of each quarter, IAA shall issue an "index of performance" chart based on which the vendor is expected to release the performance pay and submit the details of disbursement for reimbursement.
- 28.3 Income Tax: The Income Tax/TDS and other statutory deductions, as applicable shall be deducted from the payment. Tax deduction certificate will be issued to the Service Provider by IAA.
- 28.4 Statutory obligations: The Service Provider is required to deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 30 days of the date of the award of the contract or receiving certificate of principle employer from concerned officer to compliance the contract labour regulation. If the Service Provider fails to provide license for any reason whatsoever or fails to deposit the license within the stipulated period of 30 days, the contract shall be reviewed and liable for action as per contract labour regulation.
- 28.5 Competent Payment Authority: Payment shall be released by Indian Aviation Academy (NIAMAR Society)

FINANCIAL PROPOSAL (ENVELOPE II)

GUIDELINES FOR FINANCIAL PROPOSAL

1. All applicants must submit the financial proposal in Envelope-II.

<i>For the purpose of calculation of Financial Proposal (F)</i>	
Financial Proposal (F)	F= % Service fee (Up to two decimal)

2. The percentage or administrative charges include all the costs associated with the assignment shall be included in the Financial Proposal. The total percentage indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
3. It also includes the expenses for Selection process of candidates and the expenses for providing uniform to the outsourced workers.
4. GST as applicable shall be payable over the above percentage.

Guidance to Applicant:

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

Note:

- (a) Applicants shall submit the financial proposal in the formats at Envelope-2 ("**Financial Proposal**").
- (b) While submitting the Financial Proposal, the Applicant shall ensure the following:
 - (iii) **All the costs associated with the assignment shall be included in the Financial Proposal. GST will be excluded from the quoted amount. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.**
 - (iv) The Financial Proposal shall consider all expenses except GST as applicable. Costs shall be expressed in % only.

Schedule 1**A. Scope of Work**

- I. The Authority will select the Service Provider ("Service Provider") for a period of 2 years, with a possibility of extension of up to 1 years based on the decision of the Authority.
- II. The Service provider shall provide contractual manpower as per Schedule-1 to IAA.
- III. Applicant/ service provider shall be selected based on evaluation criteria. Further, there may be additional roles which may not be mentioned in the said Schedule-I, but which may need contractual manpower. Selected applicant shall be obliged to provide manpower in such scenario.

Following Job Roles shall be provided by the vendor. **Job Roles and Eligibility Criteria**

Job role	No. of Manpower required	Qualification
Senior Executive	As required	<ul style="list-style-type: none"> • Full time (2 years) Post- graduate Diploma in Management /MBA from recognized institute. • And/or Professional qualifications as per job roles • Post qualification experience of at least 15 years in a reputed organization.
Executive (Company Secretary)	1	<p>Mandatory:</p> <ul style="list-style-type: none"> • Company Secretary qualification from the Institute of Company Secretaries of India (ICSI). • Post Qualification Experience of at least 3 year and; of this at least one year continuous in independently handling the role of Company Secretary. <p>Desirable:</p> <ul style="list-style-type: none"> • Additional qualification of LLB highly preferred. <p>Other Attributes:</p> <ul style="list-style-type: none"> • knowledge of indirect taxation and secretarial, legal and Taxation work • Pleasing personality, Good communication skills • Computer proficiency
Asst. Executive (Marketing- Training and facilities)	1	<p>Mandatory:</p> <ul style="list-style-type: none"> • Full time (2 years) Post- graduate Diploma /MBA in marketing management from recognised institute. • Post qualification experience of at least 2 years continuous in a reputed organization. <p>Other Attributes:</p> <ul style="list-style-type: none"> • Pleasing personality • Good communication skill • Computer proficiency
Asst. Executive (Engineering- Electrical)	1	<p>Mandatory:</p> <ul style="list-style-type: none"> • Full time B.Tech in relevant field. • Post qualification experience of at least 2 years continuous in a reputed organization.

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Asst. Executive (Engineering- Civil)	1	Other Attributes: <ul style="list-style-type: none"> • Pleasing personality • Good communication & negotiation Skill • Computer proficiency
Asst. Executive (Engineering- IT)	1	
Asst. Executive (Finance)	1	Mandatory: <ul style="list-style-type: none"> • Graduation. • And Full time Post- Graduate Diploma (Finance)/ MBA (Finance)/ or ICWA/CA from recognised institute. • Post qualification experience of at least 2 years continuous in a reputed organization in finance and accounting, budget, IT and GST. Other Attributes: <ul style="list-style-type: none"> • Pleasing personality • Good communication skills • Computer proficiency in excel and tally.
Asst. Executive (Facility Management)	1	Mandatory: <ul style="list-style-type: none"> • 3 Year Diploma or Degree in Hotel Management from recognized institute (recognized by NCHMCT). • Post qualification experience of at least 3 years continuous in a reputed Hotel (Facility Management) Other Attributes: <ul style="list-style-type: none"> • Pleasing personality and team sprit • Good communication skills • Knowledge of Hotel Engineering
Asst. Executive (Academic administrator)	1	Mandatory: <ul style="list-style-type: none"> • Graduation. • And Full time Post- Graduate Diploma in Management/ MBA from recognised institute. • Post qualification experience of at least 2 years continuous in a reputed academic institution in academic administration. Other Attributes: <ul style="list-style-type: none"> • Pleasing personality • Good communication skills • Computer proficiency in excel.

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Sr. Office Assistant (Finance)	1	<p>Mandatory:</p> <ul style="list-style-type: none"> • At least Graduation with B.Com. • Certificate course in tally. • Post qualification experience of at least 1 year continuous in a reputed organization in finance and accounting, budget, IT and GST. <p>Other Attributes:</p> <ul style="list-style-type: none"> • Pleasing personality • Good communication skills • Computer proficiency (Advance MS-Excel and MS-Word) •
Sr. Office Assistant (Training)	1	<p>Mandatory:</p> <ul style="list-style-type: none"> • Graduation. • 1-year Diploma in Aviation and Hospitality Services/ Travel Management/ Customer Service/ Airport Ground Services. • At least 1-year continuous post qualification experience in a reputed organization /Academic Institution. <p>Other Attributes:</p> <ul style="list-style-type: none"> • Pleasing personality. • Good communication, presentation Skill • Computer proficiency (MS-office, • MS-Word, MS-PowerPoint, MS-Excel)
Sr. Office Assistant (PS)	1	<p>Mandatory:</p> <ul style="list-style-type: none"> • Graduation • Post Graduate Diploma in Mass Communication/PR/English Journalism/Secretarial Practices. • Post qualification experience of at least 1 year continuous in a reputed organization <p>Desirable:</p> <ul style="list-style-type: none"> • Stenography • Noting/Drafting, office procedures <p>Other Attributes:</p> <ul style="list-style-type: none"> • Pleasing personality. • Good communication, presentation Skill • Computer proficiency (MS-office, MS-Word, MS-PowerPoint, MS-Excel)
Sr. Office Assistant (IT)	1	<p>Mandatory:</p> <ul style="list-style-type: none"> • Full time B. Tech. • Specialization in networking/Computer hardware/programming. • Post qualification experience of at least 1 year continuous in a reputed organization. <p>Other Attributes:</p> <ul style="list-style-type: none"> • Pleasing personality • Good communication & negotiation Skill

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		<ul style="list-style-type: none"> • Computer proficiency
Sr. Office Assistant (Graphics and Animation)	1	<p>Mandatory:</p> <ul style="list-style-type: none"> • Graduation • At least 1-year diploma in animation from a reputed institution. • Post qualification experience of at least 1 years continuous in a reputed organization. <p>Other Attributes:</p> <ul style="list-style-type: none"> • Pleasing personality • Good communication skills • Computer proficiency
Office Assistant (Audio visual/Graphics and photography)	1	<p>Mandatory:</p> <ul style="list-style-type: none"> • Graduation. • Certificate course or diploma in photography. • Post qualification experience of at least 6 months continuous in a reputed organization. <p>Other Attributes:</p> <ul style="list-style-type: none"> • Knowledge of Audio-Visual equipment's and graphics • Pleasing personality • Good communication • Computer proficiency • Two -Wheeler Driving license
Office Assistant	17	<p>Mandatory:</p> <ul style="list-style-type: none"> • Graduation. • Computer proficiency (MS-office, MS-Word, MS-PowerPoint, MS-Excel) • typing speed of at least 40 words per minute. • Post qualification experience of at least 6 months continuous in a reputed organization • Good communication, presentation skill, language proficiency. <p>Desirable:</p> <ul style="list-style-type: none"> • Stenography • Noting/Drafting, office procedures.

- Number of manpower to be engaged may vary from requirement projected in the above table. They may also be engaged in phases from time to time.
- Eligibility criteria may also be modified.

Schedule-2 (Forms)

FORM - 1A

Letter of Proposal

[On the Letter head of the Applicant]

Date:

To

Reference:

Dear Sir,

1. With reference to your tender Document, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of Service Provider for
“Contracting of External Agency for Outsourcing of Manpower”. The proposal is unconditional and unqualified.
2. I/We certify that all information provided in the Proposal and in the Appendices, is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. I/We shall make available to the IAA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the IAA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We declare that:
 - i. I/We have examined and have no reservations to the Tender Documents, including any Addendum issued by the IAA; I/We do not have any conflict of interest in accordance with Tender Document;
 - ii. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the tender document, in respect of any tender or request for proposal issued by or any agreement entered into with the IAA or any other public sector enterprise or any government, Central or State; and
 - iii. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - iv. During the last three years, I/We have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or judicial pronouncement or arbitration award against us, nor been expelled from any project by any public authority for accepted breach on our part which in any manner may impair our provision of the services under the proposed engagement.
6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Applicants in accordance with clauses of the tender document.
7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees

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10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the IAA [and/ or the Government of India] in connection with the selection of agency or in connection with the Selection Process itself in respect of the above-mentioned Project.
11. The Earnest Money Deposit (D.D) of Rs. 3,20,000/- (Three Lakhs Twenty Thousand) is submitted and proof is submitted, in accordance with the tender document.
12. I/We agree and understand that the proposal is subject to the provisions of the tender document. In no case, shall I/we have any claim or right if proposal is not opened or rejected.
13. I/We agree to keep this offer valid for 120 (One hundred and twenty) days from the Proposal Submission End Date specified in the tender.
14. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 5.
15. In the event of our firm being selected, I/we agree to enter into an Agreement in accordance with the Form-6 of the tender. I/We agree not to seek any changes in the aforesaid form and agree to abide by the same.
16. The Financial Proposal is being submitted separately as specified in tender. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
17. I/We certify that we have not been blacklisted / debarred from any of the Govt. agency/ PSU / IAA in the last three years.
18. I/We agree and undertake to abide by all the terms and conditions of the tender Document. I/we hereby unconditionally accept the tender conditions of IAA's tender documents in its entirety for the above work.
19. That, I/We declare that I/We have not paid and will not pay any bribe to any officer of IAA for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of IAA asks for bribe / gratification, I will immediately report it to the Appropriate Authority in IAA.
20. I / We agree that our financial proposal shall remain valid for a period of 120 (one hundred and twenty) days from the Proposal Submission End Date or such further period as may be mutually agreed upon.

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

Yours faithfully,
(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead M

Unconditional Acceptance Letter of Terms and Condition of Tender

Date:

The Director

Indian Aviation Academy

Vasant Kunj, New Delhi

110070

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

Sir,

1. The tender documents for the work "**Contracting of External Agency for Outsourcing of Manpower through QCBS Basis.**" have been sold to me/us online by **Indian Aviation Academy and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us online, which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.**
2. I/We hereby unconditionally accept the tender conditions of IAA's tender documents in its entirety for the above work.
3. The contents of Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to submit any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted percentage if any) in/ along with the Tender Document and the same has been followed in the present case. In case, this provision of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and IAA shall without prejudice to any other right or remedy be at liberty to forfeit the 10% of earnest money.
4. That, I/ We declare that I/ We have not paid and will not pay any bribe to any officer of IAA for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of IAA asks for bribe/ gratification, I will immediately report it to the Appropriate Authority in IAA'.
5. The required earnest money as specified for this work is enclosed herewith / submitted.

Details of E.M.D

D.D. No. _____ Amount _____

Bank _____ Dated _____

Yours Faithfully

Place:

Date:

(Signature of Contractor)
With Rubber Stamp

Form-1C

FORM OF DETAILS OF DEMAND DRAFT AGAINST EARNEST MONEY DEPOSIT

To,

The Indian Aviation Academy (NIAMAR Society)

Sir,

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

Following are the details of D.D. of EMD.

.....
.....
.....
.....

SIGNATURE AND SEAL OF THE AGENCY

ADDRESS

DATE

Integrity Pact

The integrity pact shall be signed by both the parties in the following format

“This Pact made thisday of between Indian Aviation Academy, a body corporate constituted by the Central Government under the Indian Aviation Academy (NIAMAR Society) and having its Office at Vasant Kunj, New Delhi-110070 hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Director, or any f person specified by the Director in this behalf, and shall also include its successors and assigns) of the one part.

AND

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

WHEREAS the Authority intends to award, under laid down organizational procedures, TENDER/ contract forThe Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural, justice, ethics, equity, fairness and transparency in its relations with the Applicants.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization “Transparency International” (T I) headquartered in Berlin (Germany). The Authority will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Applicant is submitting a tender to the Authority for In response to the Notice Inviting tender dated.....Applicants is signing the contract for execution ofNOW, therefore, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Authority

- 1.1. The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the APPLICANT, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the proposal ding process, proposal evaluation, contracting or implementation process related to the contract.
- 1.2. The Authority will, during the pre-contact stage, treat all APPLICANTs alike, and will provide to all APPLICANTs the same information and will not provide any such information to any particular APPLICANT which could afford an advantage to that particular APPLICANT in comparison to other APPLICANTs.
- 1.3. All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4. In case any such preceding misconduct on the part of such official(s) is reported by the APPLICANT to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

2. Commitments of Applicants.

The Applicant commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its proposal or during any precontract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following.

- 2.1. The Applicant will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the tendering process, or to any person, organization or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 2.2. The Applicant/Contactor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 2.3. The Applicant / Contactor has not entered and will not enter with other Applicants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of proposal or any actions to restrict competitiveness or to introduce cartelization in the tendering process.
- 2.4. The Applicant shall, when presenting his proposal, disclose the name and address of agents and representatives and Indian APPLICANTS shall disclose their foreign principals or associates.
- 2.5. The Applicant/Contactor shall when presenting his proposal disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this proposal/contract.
- 2.6. The Applicant further confirms and declares to the Authority that the APPLICANT is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the APPLICANT, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7. The Applicant, either while presenting the proposal or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made or has committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8. The Applicant will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the tendering process, proposal evaluation, contracting and implementation of the contract.
- 2.9. The Applicant will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10. The Applicant / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Applicant also under takes to exercise due and adequate care lest any such information is divulged.

- 2.11. The Applicant will inform to the Independent External Monitor.
 - (a) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit.
 - (b) If he makes any payment to any Authority's associate(s)
- 2.12. The Applicant/Contactor commit to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13. The Applicant/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.14. If the Applicant or any employee of the Applicant or any person acting on behalf of the Applicant, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Applicant's firm, the same shall be disclosed by the Applicant at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.15. The Applicant shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 2.16. That if the Applicant, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Applicant into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the APPLICANT from participating in future tendering processes.

3. Previous Transgression

- 3.1. The Applicant declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Applicant's exclusion from the tender process.
 - 3.2. The Applicant agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender /contract processes.
 - 3.3. This clause has been left blank intentionally.
 - 3.4. That sub-contractor(s)/ associate(s) engaged by the Applicants, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Cr. (Rupees Zero-point five Cr.) will be required to sign this Pact by the Applicants, and the same will be submitted to the Authority before doing/ performing any act/ function by such subcontractor(s) / associate(s) in relation to the contract/ work. That sub-contracting is not permitted.
 - 3.5. That the Authority will disqualify from the tender process all Applicant(s) who don't sign this Pact or violate its provisions or fails to get this Pact signed in terms of policy of authority.
 - 3.6. That if the Applicants(s) does/ do not sign this Pact or violate its provisions or fail to get this Pact signed in terms of policy of authority. Authority will terminate the contract and initiate appropriate action against such Applicant(s).
4. Earnest Money Draft and BG for Performance Guarantee with its validity i/c warranty period shall be as per tender terms and conditions While submitting proposal, the APPLICANT shall deposit an EMD which is as per terms and conditions and details given in NIT / tender documents.
 5. Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts.
 - 5.1. Any breach of the aforesaid provisions by the APPLICANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the APPLICANT) shall entitle the Authority to take all or any one of the following actions, wherever required:
 - (i) compensation to the APPLICANT. However, the proceedings with the other APPLICANT(s) would continue.

- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the APPLICANT.
- (iii) If the Authority has disqualified / debarred the Applicant from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/proposal security.
- (iv) To recover all sums already paid by the Authority, and in case of an Indian APPLICANT with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of an APPLICANT from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the APPLICANT from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the APPLICANT, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the APPLICANT. The APPLICANT shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the APPLICANT.
- (vii) To debar the APPLICANT from participating in future tendering processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
- (viii) To recover all sums paid in violation of this Pact by APPLICANT(s) to any middleman or agent or broker with a view to securing the contract
 - (a) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the APPLICANT, the same shall not be opened.
 - (b) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - (c) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the Applicant damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
 - (d) That the Applicant agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Applicant can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the Applicant from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

5.2. The Authority will be entitled to take all or any of the actions mentioned at para- 5.1

5.3. (i) to (xii) of this Pact also on the Commission by the APPLICANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the APPLICANT), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.4. That if the Applicant applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Applicant for first time default.

5.5. That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.

5.6. The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the APPLICANT shall be final and conclusive on the APPLICANT. However, the APPLICANT can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

6. Allegations against Applicants/ Associates

That if the Authority receives any information of conduct of a Applicant or Sub- Contractor or of an employee or a representative or an associate of the Applicant or Sub- Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

7. Independent External Monitor(s)

- 7.1. That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.
- 7.2. The task of the Monitor(s) is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Applicant or Authority.
- 7.3. That the Monitor(s) is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.
- 7.4. That the Applicant accepts that the Monitor(s) has the right to access without restriction to all project documentation of the Authority including that provided by the Applicant. The Applicant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Applicant/ Sub- Contractors/ Associates with confidentiality.
- 7.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor(s) can in this regard submit his recommendations/ suggestions. Beyond this, the Monitor(s) has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6. That the Authority will provide to the Monitor(s) sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Applicant. The parties offer to the Monitor(s) the option to participate in such meetings.
- 7.7. That the Monitor(s) will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 7.8. That if the Monitor(s) has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 7.9. The word 'Monitor' would include singular and plural.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the APPLICANT and the APPLICANT shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

9. Law and Place of Jurisdiction.

That this Pact is subject to provisions under Indian Law. The place of performance and jurisdiction is the/ Office of the Indian Aviation Academy, New Delhi.

10. Other Legal Actions

- 10.1. That the changes and supplements as well as termination notice need to be made in writing.
- 10.2. That if the Applicant / Contractor are a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

11. Pact duration (Validity)

- 11.1. That this Pact comes into force when both the parties have signed it. It expires for the Applicant 12 months after the final payment under the respective contract, and for all other Applicants 3 months after the contract is awarded.
- 11.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.
- 11.3. That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. Company Code of Conduct

Applicants are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

13. The parties hereby sign this Integrity Pact at _____ on _____

Name of the Officer:

Designation:

Witness

1. _____

2. _____

Applicant

CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

FORM- 3**VENDOR ASSESSMENT AND EVALUATION**

Please attach the relevant <i>Documentary Evidence</i> wherever applicable									
Sl. No.	Particulars								
1	<u>Financial Capability:</u>								
1(a)	No. of years of the company in Manpower Outsourcing in India							<i>Documentary Evidence (to be attached)</i>	
1(b)	No. of Branch Offices in the country								
1(c)	Financial Year				Annual Revenue (INR in Crores)			<i>Documentary Evidence annual financial statement for Financial Year from 2016 to 2019 (to be attached)</i>	
	2016-17								
	2017-18								
	2018-19								
	Average								
2	<u>Experience Certificate (Projects which were completed prior to 31.03.2012 will not be considered for evaluation)</u>								
	Name of Project/Client	No. of Outsourced Manpower (a)	No. of Internal Employees (b)	Total Strength of employees (a+b)	Start Date of assignment	Completion date of assignment	Annualized Value	<i>Documentary Evidence (to be attached Only relevant experience to be attached)</i>	State of operations where manpower deployed (Geographic spread)
(a)	<u>Experience with Govt./PSU sector</u>								
	Name of Organization			No. of outsourced Manpower	Start date of assignment	Completion date of assignment			
(b)	<u>Experience with Govt./PSU sector (Executive Level)</u>								
	Name of Organization			No. of outsourced Manpower Executive Level	Start date of assignment	Completion date of assignment			

(c)	Experience with Academic Institution			
	Name of Academic Institution	No. of outsourced Manpower	Start date of assignment	Completion date of assignment
3	Details of relevant ISO Certification			
	Up to five continuous years	Yes/No	Since	Documentary Evidence (to be attached)
	Greater than 5 Continuous year (up to 10 years)	Yes/No	Since	Documentary Evidence (to be attached)
	Greater than 10 Continuous years	Yes/No	Since	Documentary Evidence (to be attached)
4	Particulars of the Applicant			
	Title of the Project:		Contract of External Agency for Outsourcing of Manpower	
	State whether applying as sole firm		YES/NO	
	Name of the Organization:			
	Legal Status of the Organization (e.g. Sole Proprietorship or partnership):			
	Country of Incorporation/Registration:			
	Registered Address:			
	Year of Incorporation:			
	PAN Number:			
	GSTIN Number:			
	EPF Registration No.:			
	ESIC Registration No.:			
	Company Registration No.:			
	Year of commencement of business:			
	Principal place of business:			
	Name, designation, address, and contact details of authorised signatory of the applicant:			
	Name			
	Designation			

Tender for Contracting of External Agency for Outsourcing of Manpower

	Company	
	Address	
	Contact No.	
	E-mail Address	
5	<u>For the applicant state the following information</u>	
	1. In case of non-Indian firm, does the firm have business in India	YES/NO
	2. Has Applicant have been penalized by any organisation for poor quality of work or breach of contract in last five years	YES/NO
	3. Has applicant ever failed to complete any work awarded to it any public authority/entity in last five years	YES/NO
	4. Has the applicant or any member of the Consortium been black listed by any Govt. Dept./PSU in last five years	YES/NO
	5. Has the Applicant or any of its associates, in case of consortium, suffered bankruptcy/insolvency in the last five years	YES/NO
	(** Note: if answer to any of the questions is YES, the applicant is not eligible for this Tender.)	

Certification from Authorised Signatory of the Firm

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

For

(Signature, name, designation of the authorized signatory)

Date:

FORM -4

Statement of Legal Capacity

Ref.

Date:

To,

.....

.....

Dear Sir,

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

I / We hereby confirm that we, the Applicant satisfy the terms and conditions laid down in the tender document.

I/We have agreed that (insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

*Please strike out whichever is not applicable

FORM-5
Power of Attorney

[To be on a stamp paper of Rs. 100 value]

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr.....son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal (TENDER) for “Contracting of External Agency for Outsourcing of Manpower” of the Authority including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in Pre Proposal and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority. AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF, 20.....For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

(Signature, name, designation and address of the Attorney) Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostile certificate.

Form-6

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

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

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

1. GENERAL

1.1. Definitions and Interpretation

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

- (a) "**Agreement**" means this Agreement, together with all the Annexes;
- (b) "**Agreement Value**" shall have the meaning set forth in Clause 6.1.2;
- (c) "**Applicable Laws**" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) "**Confidential Information**" shall have the meaning set forth in Clause 3.3;
- (e) "**Conflict of Interest**" shall have the meaning set forth in Clause 3.2 read with the provisions of tender;
- (f) "**Dispute**" shall have the meaning set forth in Clause 9.2.1;
- (g) "**Effective Date**" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) "**Expatriate Personnel**" means such persons who at the time of being so hired had their domicile outside India;
- (i) "**Government**" means the Government of India
- (j) "**INR, Re. or Rs.**" means Indian Rupees;
- (k) "**Member**", in case the Service Provider consists of a consortium of more than one entity, means any of these entities, and "**Members**" means all of these entities;
- (l) "**Party**" means the Authority or the Service Provider, as the case may be, and Parties means both of them;
- (m) "**Personnel**" means persons hired by the Service Provider as employees or retainers and assigned to the performance of the Services or any part thereof;
- (n) "**Resident Personnel**" means such persons who at the time of being so hired had their domicile inside India;
- (o) "**TENDER**" means the "Request of Proposal for Contracting of External Agency for Outsourcing of Manpower" document in response to which the Service Provider's proposal for providing Services was accepted;
- (p) "**Services**" means the work to be performed by the Service Provider pursuant to this Agreement, as described in the Terms of Reference hereto; and "**Third Party**" means any

person or entity other than the Government, the Authority, the Service Provider. All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the tender.

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

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) Tender (Request for proposal); and
- (d) Letter of Award

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Service Provider. The Service Provider shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Rights and obligations

The mutual rights and obligations of the Authority and the Service Provider shall be as set forth in the Agreement, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Service Provider in accordance with the provisions of the Agreement.

1.4. Governing law and jurisdiction

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

1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Service Provider, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Service Provider's Representative set out below in Clause 1.9 or to such other person as the Service Provider may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an

address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Service Provider may from time to time specify by notice to the Authority;

- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Service Provider; provided that if the Service Provider does not have an office in the same city(Delhi) as the Authority's office, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8. Location

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

1.9. Signing agreement.

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

1.10. Authorized Representatives

1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Service Provider, as the case may be, may be taken or executed by the authorized officials.

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

Executive Director,
Indian Aviation Academy
Nangal Dewat Road,
Vasant Kunj
New Delhi-110070

1.10.3. The Service Provider may designate one of its employees as Service Provider's Representative. Unless otherwise notified, the Service Provider's Representative shall be:

.....

.....

Tel:

Mobile:

E-mail:

1.11. Taxes and duties

Unless otherwise specified in the Agreement, the Service Provider shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2. Commencement of Services

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

2.3. Termination of Agreement for failure to Commence Services

If the Service Provider does not commence the Services within the period specified in tender, the Authority may, by not less than 1 (one) weeks’ notice to the Service Provider, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Service Provider shall be deemed to have accepted such termination.

2.4. Expiry of Agreement

Period of the contract shall be 2 years months from the date of execution of the Agreement. This can be extended by 1 more year by the Authority at its own discretion, subject to satisfactory performance of the service provider.

Authority also reserves the right to extend or reduce the period of Project at its own discretion.

2.5. Entire Agreement

2.5.1. This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Service Provider arising out of the provisions of the tender shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of tender shall apply.

2.6. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, shall only be made by written agreement between the Parties.

2.7. Force Majeure

2.7.1. Definition

- (a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other

industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

2.7.2. No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3. Measures to be taken

A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

- (a) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (b) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4. Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5. Payments

This sub-point has been deleted intentionally.

2.7.6. Consultation

Not later than 30 (thirty) days after the Service Provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension of Agreement

The Authority may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Service Provider to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Service Provider of such notice of suspension.

2.9. Termination of Agreement

2.9.1. By the Authority: The Authority may, by not less than 30 (Thirty) days' written notice of termination to the Service Provider, such notice to be given after the occurrence of any of the events specified in tender, terminate this Agreement if:

- (a) the Service Provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Service Provider becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Service Provider submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Service Provider knows to be false;
- (e) any document, information, data or statement submitted by the Service Provider in its Proposals, based on which the Service Provider was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) any breach in confidentiality is carried out by the Service Provider, as referenced in Clause 3.3 of this agreement
- (g) as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (h) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2. By the Service Provider

The Service Provider may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Service Provider pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Service Provider that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Service Provider may have subsequently granted in writing) following the receipt by the Authority of the Service Provider's notice specifying such breach; as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (c) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the

obligation of confidentiality set forth in Clause 3.3 hereof; and (iii) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and materials furnished by the Authority, the Service Provider shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Service Provider (after offsetting against these payments any amount that may be due from the Service Provider to the Authority):

- (a) fee pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (b) except in the case of termination pursuant to Sub-clauses(a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 General

3.1.1 Standards of Performance

The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 Applicable Laws

The Service Provider shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Service Provider, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 **The** Service Provider shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Service Provider and Affiliates not to be otherwise interested in the Project

The Service Provider agrees that, during the term of this Agreement and after its termination, the Service Provider or any Associate thereof, as well as any Sub-Service Provider and any entity affiliated with such Sub-Service Provider, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to services provided to the Authority in continuation of this Agreement or to any subsequent services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Service Provider shall include a partner in the firm of the Service Provider or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Service Provider, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Service Provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the tender as Conflict of Interest.

3.2.4 Service Provider not to benefit from commissions, discounts, etc. : The remuneration of the Service Provider pursuant to Clause 6 (Payment to service provider) hereof shall constitute the Service Provider's sole remuneration in connection with this Agreement or the Services and the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Service Provider shall use its best efforts to ensure that the Personnel and agents, similarly shall not receive any such additional remuneration.

3.2.5 The Service Provider and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Service Provider, without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.4 above and the other rights and remedies which the Authority may have under this Agreement, if the Service Provider is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution on of this

Agreement, the Service Provider shall not be eligible to participate in any tender or tender issued during a period of 2 (two) years from the date the Service Provider is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.4 and 3.2.5, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Service Provider, its Personnel shall not, either during the term or after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Service Provider, its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Service Provider is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“**Confidential Information**”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Service Provider, its Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Service Provider, its Personnel or becomes a part of the public knowledge from a source other than the Service Provider, its Personnel;

- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Service Provider, its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Service Provider or its Personnel, as is reasonable under the circumstances; provided, however, that the Service Provider or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Service Provider

- 3.4.1 The Service Provider's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Service Provider shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Service Provider or on the part of any person or firm acting on behalf of the Service Provider in carrying out the Services, the Service Provider, with respect to damage caused to the Authority's property, shall be liable to the Authority:
- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.1 of this Agreement or (b) the proceeds the Service Providers may be entitled to recover from any insurance maintained by the Service Provider to cover such a liability, whichever (a) or (b) is higher.

3.5 Accounting, inspection and auditing

This sub-point has been deleted intentionally.

3.6 Service Provider's actions requiring the Authority's prior approval

The Service Provider shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the professional personnel.
- (b) Any other action that is specified in this Agreement.

3.7 Reporting obligations

The Service Provider shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.8 Documents prepared by the Service Provider to be property of the Authority

- 3.8.1 All reports and other documents (collectively referred to as "**Document(s)**") prepared by the Service Provider (or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Documents shall vest with the Authority. Any Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and

when such Document is created and the Service Provider agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Service Provider.

- 3.8.2 All information received directly or indirectly by the Service Provider in any form in the process of delivery of service as specified in the Terms of Reference shall become and remain the property of the Authority.
- 3.8.3 The Service Provider shall, not later than termination or expiration of this Agreement, deliver all Documents to the Authority, together with a detailed inventory thereof. The Service Provider may retain a copy of such Documents. The Service Provider, or a Third Party shall not use these Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.8.4 The Service Provider shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as “**Claims**”) which may arise from or due to any unauthorized use of such Documents, or due to any breach or failure on part of the Service Provider or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9 Materials furnished by the Authority

Materials made available to the Service Provider by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Service Provider shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.10 Accuracy of Documents

The Service Provider shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Service Provider or arises out of its failure to conform to good industry practice. The Service Provider shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

4. SERVICE PROVIDER’S PERSONNEL

4.1. General

The Service Provider shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

5. OBLIGATIONS OF THE AUTHORITY

5.1. Assistance in clearances etc.

This sub-point has been deleted intentionally.

5.2. Access to land and property

The Authority warrants that the Service Provider shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Service Provider as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services.

5.3. Change in Applicable Laws

All applicable taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Service Provider, shall be borne by the Authority.

5.4. Payment

In consideration of the Services performed by the Service Provider under this Agreement, the Authority shall make to the Service Provider such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE SERVICE PROVIDER

6.1. Payment Terms

- 6.1.1. An abstract of the cost of the Services payable to the Service Provider is appended below. Except as may be otherwise agreed under Clause 2.6, the fee under this Agreement shall not exceed the service fee specified herein % Service fee over gross emoluments of contractual manpower.

Payment for outsourced contractual manpower will be made on the basis of attendance during the billing period. Outsourced Staff (other than Office Assistant) will be paid 85% of pay as fixed pay and 15% pay on performance basis payable on quarterly basis, based on measured performance. In case of Office Assistant, 90% of pay will be fixed pay and 10% as performance pay. Accordingly, the vendor shall disburse fixed pay on monthly basis to all employees and performance pay on quarterly basis.

The Service Provider, after disbursal, will send monthly invoice for the fixed pay (85% or 90% as per the job position).

Service Provider shall send monthly invoice for fixed pay in the name of Indian Aviation Academy as mentioned in Terms of Reference Section.

The Authority shall, then release consolidated monthly payment.

Further,

For performance pay (i.e. up to 15% or up to 10 % as the case may be), at the end of each quarter, IAA shall issue an "index of performance" chart based on which the vendor is expected to release the performance pay and submit the details of disbursal for reimbursement.

Service Provider, after disbursal, shall send quarterly invoice for performance-based pay in the name of Indian Aviation Academy as mentioned in Terms of Reference Section.

The Authority shall, then release consolidated quarterly performance pay on receipt of quarterly invoice.

COST OF SERVICES*	
A- Consolidated wages (as applicable)	25000/30000/40000/50000/80000 P.M.
B - Statutory Payment (Including PF, EDLI etc., if applicable)	As applicable 13% of 15,000/- as above, as per PF act
B- Health Insurance	Rs. 2000 p.a. (Per Head) for at least Rs. 60000 Medical Insurance
Uniform and other Expenses	Rs. 3500 p.a (Per Head)
Service Charges	as per contract
GST (18%)	as applicable

**Outsourced Staff (other than Office Assistant) will be paid 85% of pay as fixed pay and 15% pay on performance basis payable on quarterly basis, based on measured performance. The increment rate will be maximum 5% based on performance. In case of Office Assistant, 90% of pay will be fixed pay and 10% as performance pay, as above.*

6.1.2. **Security Deposit**

Please refer 7.1.1

6.2. **Currency of payment**

All payments shall be made in Indian Rupees. The Service Provider shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3. **Mode of billing and payment**

- (a) The Authority shall cause the payment due to the Service Provider to be made within 20 (Twenty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”).
Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Service Provider to the Authority within 20 (twenty) days after receipt by the Service Provider of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report.
- (b) All payments under this Agreement shall be made to the account of the Service Provider as may be notified to the Authority by the Service Provider.

7. **LIQUIDATED DAMAGES AND PENALTIES**

7.1. **Performance Security**

- 7.1.1. **For the purposes of this Agreement, performance security shall be INR 16 lakh and to be deposited within 10 days of placing of work order.**

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

7.2. Liquidated Damages

7.2.1. Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Service Provider and such error or variation is the result of negligence or lack of due diligence on the part of the Service Provider, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Service Provider by way of deemed liquidated damages, subject to a maximum of 10% of the monthly pay-out.

7.2.2. Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Service Provider in the event of breach of this Agreement or for recovery of liquidated damages as specified in tender.

7.3. Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Service Provider for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarment for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

8.2. Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1. Amicable Settlement

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

9.2. Dispute Resolution

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

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

9.3. Conciliation

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

9.4. Arbitration

- 9.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 and all amendments thereof. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2. There shall be a sole arbitrator appointed by IAA or an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3. The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Service Provider and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4. The Service Provider and the Authority agree that an Award may be enforced against the Service Provider and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

10. INTEGRITY PACT

Signing of Integrity Pact (As per Form 2) is mandatory for every Applicant / Service Provider. All Applicants shall have to submit an undertaking as per Form 2 along with tender documents. IAA shall appoint Independent External Monitor(s) to oversee effective implementation of Integrity Pact for such works/supplies. For this purpose, a panel of Independent External Monitors shall be constituted by the Authority in concurrence with Central Vigilance Commission (CVC).

Tender for Contracting of External Agency for Outsourcing of Manpower

- (i) The Applicant / Service Provider shall have to act in accordance with the conditions laid down in the integrity pact.
- Signing of Integrity Pact is mandatory for every Applicant / Service Provider in this procurement/proposal process the signed original pact to be send to the office of Proposal Manager and should reach before the due date mentioned in NIT.
 - The Applicant / Service Provider shall commit itself to ensure taking all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its proposal or during any pre-contract or post-contract stage as specified in section 3 of the integrity pact.
 - Any breach of the aforesaid provisions by the Applicant / Service Provider or any one employed by it or acting on its behalf (whether with or without the knowledge of the Applicant / Service Provider) shall entitle the authority to take all or any one of the action as specified in section 6 of the integrity pact.
- (ii) The External Independent Monitor (EIM) for this work will be:

(1) Shri. J.K. KHANNA,
IPS (Retd.)
E-mail: jkkhannaips@yahoo.com

(2) Shri Ramabhadran Ramanujam
IAS (Retd.)
Email: raamaanuj@gmail.com

IAA reserves right to take following actions.

- If Applicant / Service Provider commits a violation of its commitments and obligations under the Integrity Pact Program during proposal ding process, he shall be liable for disqualification from tender process and forfeiture of his Earnest Money Deposit/ Proposal Security.
- In case of violation of the Integrity Pact after award of the contract, Authority is entitled to terminate the contract and shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit or Performance Bank Guarantee, whichever is higher.
- Authority may initiate appropriate proceedings against the contractor.
- Contractor will be liable to pay damages as determined by the Authority.
- Contractor against whom an action for violation of its commitments and obligations has been taken earlier, again commits a violation, the Authority is entitled to debar such contractor for future tender / contract processes for a period as deemed fit.

A violation is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along-with Independent External Monitor's recommendations / suggestions that no reasonable doubt exist in the matter.

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

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

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

Form-7

Bank Guarantee for Performance Security

(Refer Clause 7.1)

To
Executive Director

I.A.A. (NIAMAR Society)

Behind Spinal Injuries Centre

Vasant Kunj

New Delhi – 110070.

1. In consideration of the Director, Indian Aviation Academy (the "IAA"), an autonomous body formed by a Joint venture between AAI, BCAS and DGCA, augmenting the training activities of Civil Aviation sector in India and to impart knowledge to other stake holders (hereinafter referred as the Authority". Which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to having its office at (hereinafter referred as the "**Service Provider**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the "**Agreement**") the assignment for services in respect of the..... Project, and the Service Provider having agreed to furnish a Bank Guarantee amounting to Rs..... Rupees.....) to the Authority for performance of the said Agreement. We, (hereinafter referred to as the "**Bank**") at the request of the Service Provider do hereby undertake to pay to the Authority an amount not exceeding Rs..... (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said Agreement.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Service Provider of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an Amount not exceeding Rs..... (Rupees.....).
3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider shall have no claim against us for making such payment.
4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the

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

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

Dated, the day of 20

For

(Name of Bank) (Signature, name and designation of the authorized signatory) Seal of the Bank:

NOTES:

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

Form-8

AFFIDAVIT- For Compliance of Minimum wages

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

I..... (Name), aged years, s/o (Name),
Proprietor/ Managing Partner/ Managing Director of (Name of the Agency) do
hereby solemnly affirm and state as follows:

I am competent to swear this affidavit on behalf of (Name of agency). I state that, in
the event of work is awarded to our agency, the wages to be paid to the workers engaged shall be as per the
consolidated remuneration fixed by the Authority and if at any time, on account of any legislation, notification,
labour award, the minimum wages become more than agreed upon wages, the Contractor has to promptly
inform the authority (IAA) so that the same can be appropriately revised by IAA.

Dated this, the day of month Year.

DEPONENT

Place:

Date:

Note:

- 1) This affidavit is to be attested by a First-Class Magistrate / Notary Public on non-judicial stamp paper of Rs. 100/-.

Form-9

AFFIDAVIT- For declaration regarding blacklisting/debarring of Firm

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

I..... (Name), aged years, s/o (Name),
Proprietor/ Managing Partner/ Managing Director of (Name of the Agency) do
hereby solemnly affirm and state as follows:

I am competent to swear this affidavit on behalf of (Name of agency). I state that, I
respect of the above said work, my firm/agency has not been issued any letter of
restrain/temporary/permanent debar/black listing in any department of IAA/DGCA/BCAS or AAI.

Dated this, the day of month Year.

DEPONENT

Place:

Date:

Note:

- 1) This affidavit is to be attested by a First-Class Magistrate / Notary Public on non-judicial stamp paper of Rs. 100/-.

Form-10

Undertaking on GST

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

I..... (Name), aged years, s/o (Name),
Proprietor/ Managing Partner/ Managing Director of (Name of the Agency) do
hereby solemnly affirm and state as follows:

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

Dated this, the day of month Year.

Proprietor/ Managing Partner/ Managing Director

Place:

Date:

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

Description of Items
SENIOR EXECUTIVE – Providing services as senior executive in Indian Aviation Academy as per the job role requirement and qualifications decided on need basis
EXECUTIVE Providing services as Company Secretary (Company Secretary qualification from ICSI) in the Indian Aviation Academy NIAMAR Society and having experience and knowledge of handling the role of company secretary. The wages to be paid to contractual employee as per the wage band given in tender.
ASSISTANT EXECUTIVE Providing services as Assistant Executive in specific job roles in Marketing, Training & Facilities /Electrical/Civil/IT/Finance/Facility management/ Academic Administration (Relevant professional qualification) for work in the various divisions of Indian Aviation Academy Indian. The wages to be paid to contractual employee as per the wage band given in tender.
Sr.Office Assistant Providing services as Sr.Office Assistant in the specific recruited fields of Finance/Training Support and administration/ Personal Secretary/IT/ Graphics & Animation (Qualifications based on the roles) in Indian Aviation Academy and having sound trade skills as relevant to the role). The wages to be paid to contractual employee as per the wage band given in tender.
Office Assistant Providing services as Office Assistant staff for performing jobs (Graduate /Relevant Trade diploma) related to assigned job roles in office assistance/ Photography-Audio Visual including assisting officials and other office related works of officials of Indian Aviation Academy Indian. The wages to be paid to contractual employee as per the wage band given in tender.

Note: -

1. The bidder has to quote in % age only in BOQ. The quoted percentage (with positive number) shall be considered up to two decimals only.
2. The percentage quoted by the agency is applicable on the consolidated emoluments for specified job role, health insurance and statutory payment related to PF as per PF act etc., if applicable.
3. Bids with NIL/BLANK/N.A./ZERO/Negative percentage quoted in BOQ / Schedule-A above will be rejected out rightly without giving any reason whatsoever. It will be considered as nonresponsive bid. The lowest responsive bidder will be considered.
4. Uniform as per condition of tender has to be provided by the agency.
5. The expenses on account of maintaining the contract (Back office expenses) shall also include in the quoted percentage.
6. The amount on account of salary as per wage band, PF & Health insurance increase of wages supported with the documentary proof shall be paid to the agency as per tender.

CHECK LIST-1 / PQ PROFORMA

S.No.	Particulars	ATTACHMENTS/ ENCLOSURES CHECK LIST (To be enclosed)	
1.	Name & registered office Address of the Applicant.		
2.	Name, address, telephone, Fax No., e mail address of the authorized contact person of the agency for further communication.	Name:	
		Address:	
		Ph. No.:	
		Mobile No.:	
		Fax No.:	
		E-Mail ID:	
3.	ENVELOPE-I: It shall contain the scanned copy of		
a)	TENDER FEE	<ul style="list-style-type: none"> Tender fee for an amount of Rs..... /- in the form of Demand Draft as per NIT. Following are the Details of DD: 	Original DD should reach to Bid Manager before due date as per NIT
b)	EMD	<ul style="list-style-type: none"> EMD for an amount of Rs...../- in the form of Demand Draft as per NIT 	Original DD should reach to Bid Manager before due date as per NIT
c)	Form-1A Letter of Proposal	As per NIT (Form)	YES/NO
d)	Form- 1B Unconditional Acceptance Letter	As per NIT (Form)	duly signed & stamped original Unconditional Acceptance Letter in should reach to Bid Manager before due date as per NIT YES/NO
e)	Authorization Letter / Power of Attorney (if Required) (Form No:-5)	As per NIT	In Original YES/NO
f)	Form-1C Form of Bank Details of Demand Draft Against Earnest Money Deposit	As per NIT	
g)	Details of PAN card	Enclose Self-attested copy of PAN Card.	YES/NO

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h)	Details of GST No.	Enclose Self-attested copy of GST No.	YES/NO
i)	Company registration certificate		YES/NO
j)	Details of PF	Enclose documentary proof	YES/NO
k)	Details of ESIC	Enclose documentary proof	YES/NO
l)	Details of ISO Certificate		YES/NO
4.	Forms to be filled with relevant Documents duly numbered.		PAGE NOS
a)	Form-1A	Letter of Proposal	
b)	Form-1B	Unconditional Acceptance of IAA tender conditions	
c)	Form-1C	Form of Details of Demand Draft against Earnest Money Deposit.	
d)	Form-2	Integrity Pact	
e)	Form 3:	Vendor Assessment and evaluation Form	
f)	Form 3 (1)	Financial capacity of the Applicant	
g)	Form 3 (2)	Experience Certificate of the Firm for similar nature of work	
h)	Form 3 (2) (a)	Experience with Government Public sector	
i)	Form 3 (2) (b)	Experience with Govt./PSU sector (Executive Level)	
j)	Form 3 (2) (c)	Experience with Academic Institution	
k)	Form 3 (3)	Details of ISO Certification	
l)	Form 3 (4)	Particular of the Applicant	
m)	Form 4	Statement of Legal Capacity	

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n)	Form 5	Power of Attorney	
o)	Form 6	Form of Agreement	
p)	Form 7	Form of Bank Guarantee for performance security	
q)	Form 8	Duly notarized affidavit regarding compliance of minimum wages	
r)	Form 9	Duly notarized declaration regarding blacklisting /debaring of firms in IAA/ Govts /PSU,	
s)	Form 10	Undertaking of GST	
	Checklist –II	Checklist-I for envelope -I	
	ENVELOPE-II (PRICE BID FOLDER): It shall contain.		
	Price/Financial Bid	Quoted Percentage Rate % (Up to two decimal)	
	Details of any other information regarding EMD, Tender Fee etc.		

Declaration

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

Place:

Signature with stamp

Date

Authorized Signatory of the Agency

Tender for Contracting of External Agency for Outsourcing of Manpower

Item Rate BOQ					
Tender Inviting Authority: ED, Indian Aviation Academy					
Name of Work: Tender for “Contracting of External Agency for Outsourcing of Manpower through Quality & Cost Based Selection (QCBS)”					
Tender ID: 2020_IAA_Admn_1					
Name of the Bidder/ Bidding Firm/Company:					
Price Schedule					
(This BOQ template must not be modified/replaced by the bidder else the bidder is liable to be rejected for this tender. The same should be relevant columns should be properly filled. Bidders are allowed to enter the Bidder Name and Values only.)					
S. no	Item Description	Estimated Rate In Rs. P	Quoted Percentage Rate % (Up to two decimal) In Figures to be entered by the Bidder	Total Amount Without Taxes "In Rs. P	Total Amount Without Taxes In words"
1	Providing Manpower as per Schedule 1*	1,20,55,900			
Signature					

*Calculation based on 31 manpower

* GST Extra

Note: Successful Bidder will be decided based on Clause 3.4.1 (Page 23) of combined and final evaluation.