



AAI CARGO LOGISTICS AND ALLIED SERVICES CO. LTD.
(A 100% subsidiary of Airports Authority of India)

AAICLAS Complex, Delhi Flying Club Road,
Safdarjung Airport, New Delhi-110003

DEPARTMENT OF IT-AAICLAS

NOTICE INVITING TENDER

For

Migration, Implementation, Hosting of Existing AAICLAS Website on Cloud with 02 years AICMC of Website i/c upgradation

Tender Ref. No. : AAICLAS/IT/Website Maintenance/2025-26
Estimated Bid Value Criteria: : Rs. 24, 94,520/- (Including GST)
Bid Validity: : 90 days.

Completion Period

- a) Migration, Implementation, Hosting of Existing AAICLAS Website on Cloud:** 15 days
From date of Award of work.
- b) AICMC of Website i/c upgradation:** 02 year after completion of Implementation, Migration, Hosting of Existing AAICLAS Website on Cloud.

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NOTICE INVITING e-TENDER

No: AAICLAS/CHQ/IT/2025-26

Date : 11.2025

1. Item Rate e-Bids are invited through the GEM Portal by **Bid Manager, AAICLAS-CHQ, New Delhi - 110003** (Bid Manager) on behalf of CEO, AAICLAS from the eligible contractors for the work of **“Migration, Implementation, Hosting of Existing AAICLAS Website on Cloud with 02 years AICMC of Website i/c upgradation .”** at an estimated cost of **Rs.24,94,520 (including GST)** the completion of work within the period as below:-

- a) **Migration, Implementation, Hosting of Existing AAICLAS Website on Cloud** : 15 days from date of Award of work.
- b) **AICMC of Website i/c upgradation** : 02 year after completion of Migration, Implementation, Hosting of Existing AAICLAS Website on Cloud and Go Live.

The bidding process is online at GEM-portal URL address <https://gem.gov.in>. Prospective Bidders may download and go through the bid document. Aspiring bidders may download and go through the bid document. Aspiring bidders may go through the bid document by login the Gem portal. The Bids will not be accepted in any other modes.

Any amendment or corrigendum to the bid document will be posted on Gem Portal only. As the bidding process is online on Gem portal, it is bidders' responsibility to check for any amendment / corrigendum on Gem Portal before submitting the bid online on Gem portal. Also, the bidders are advised to get themselves acquainted with the e-bidding process on Gem portal which requires registration at Gem portal, obtain 'User ID' & 'Password' and go through the 'Bid for Services – Service Provider side'

Available in the home page after login to the **Gem portal** <http://gem.gov.in>.

Bidders shall submit their bids as per scheduled date and time through Gem portal at <http://gem.gov.in> only.

Gem portal -procurement system shall not allow bidders to submit their Bid, after the scheduled date and time. Bidders shall submit Bid before the schedule deadline specified in Gem bid document or the extended deadline notified by issue of corrigendum, as the case may be.

2. Following 2 envelopes shall be submitted through online at GEM-portal by the bidder as per the following schedule:-

DATE-SHEET

1.	Online Bid Submission End Date & Time	As per GEM
2.	Bid Opening Date: Cover/ Envelope-I	As per GEM
3.	Bid Opening Date:- Cover/Envelope-II (Price Bid)	Will be intimated on Gem portal

Pre Qualification Criteria

1. The Bidder's pre-qualification bid will be evaluated as per the following criteria:

#	Criteria	Documentary proof to be submitted by the bidder along with the Bid document in GeM Portal
Earnest Money Deposit (EMD)		
1.1	<p>Earnest Money Deposit of Rs.49,890/- as Mentioned in "NIT".</p> <p>Note:- MSE bidder exempted by Gem , shall be Exempted from this criteria.</p> <p>Firms that are eligible for waiver of EMD as per Gem GTC, have to upload scanned copy of documents in support Of this exemption.</p> <p>No other instrument shall be accepted For EMD.</p> <p>Bids not accompanied by the requisite EMD or valid proof as per Gol for exemption from EMD, shall be rejected Outright.</p>	<p>The EMD shall be submitted in the form of NEFT / RTGS / Net Banking via bank deposit at any of the bank branches, in favor of -></p> <p>AAICLAS Cargo Logistics and Allied Services Company Ltd,</p> <p>ICICI Bank A/c No. 000705044092 (IFSC Code- ICIC0000007).</p>
Registered Legal entity		
1.2	<p>The Bidder must be - An individual IT Company or IT Services Company or IT Enabled Services Company registered in India under the Companies Act, or Partnership firms or registered under Limited Liability Partnerships (registered under LLP Act, 2008), or partnership registered under the Indian Partnership Act 1932.</p> <p>Registered with the GST Authorities and should have a valid PAN number</p>	<p>Relevant Proof of incorporation such as Certificate of Incorporation or Memorandum of Association or Partnership Deed etc., as the case may be.</p> <p>Self-attested copy of GST Registration certificate issued by GSTIN authorities Self-attested copy of PAN Card</p>
1.3	Certification	
	<p>The Bidder must have ISO 27001:2022 certificate for Information Security Management in India, valid on submission of Bid.</p>	<p>Copy of certificate for bidder's organization (Certification under process will not be considered)</p>
Prior Turnover & Net worth		

1.4	<p>a. Bidder should have annualized average financial turnover of at least :- Rs. 04,62,678/- (30% of the One time cost plus one year CAMC estimated cost) or more during last 3 years ending 31st March of previous financial year i.e:- 31st March 2025.</p> <p>b. Tenderer should have minimum net worth of Rs. 2,31,339/- (15% of the One time cost plus one year CAMC estimated cost or more)</p>	<p>i. As a proof of financial turn over, Copy of abridged Balance Sheet along with profit & loss account of the bidder for the last three years (i.e. FY 2022-23, FY 23-24, FY 24-25)</p> <p>ii.. The documents certified by the Charter Accountant with valid UDIN Number as per Annexure-VIII.</p> <p>Note: Tenderers showing continuous losses during the last three years in the balance sheet shall be summarily rejected.</p> <p>The Net worth Certificate submitted must be certified by the Charter Accountant with valid UDIN Number as per Annexure-VI</p>
1.5	PAST EXPERIENCE	
	<p>Bidder should have successfully completed similar works for Government Department/ PSU or private companies during the last seven (7) years from the last date of month previous to one in which tender is invited</p> <ol style="list-style-type: none"> One (1) work order of value equal to Rs. 12,33,808 /- or more. OR Two (2) separate work orders, each for a value equal to Rs. 07,71,130/- or more. or Three (3) separate work orders, each for a value equal to Rs. 06,16,904/- or more. <p># All values are inclusive of GST.</p>	<p>Copy of work order & completion certificate from client as documentary proof for the stated works and implementation status Client reference with contact details including Email Ids.</p> <ul style="list-style-type: none"> A Screenshot of website indicating "Name of Agency, who has designed & developed of website" along with URL of website developed by agency as documentary proof. <p>a) 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 Design & Development and One year Maintenance of Website' work from client along with Work Order. Bidders showing work experience certificate from non-government/ non-PSU organizations should submit copy of tax deduction at sources (TDS) certificate(s) along with a certificate issued by registered Chartered Accountant, clearly specifying the name of work, total payment received against the work and TDS amount for the work.</p> <p>Note: As per GEM, CRAC document confirm delivery only. For satisfactory performance for the entire contract duration, completion certificate is required. In view of above, CRAC as a</p>

	<ul style="list-style-type: none"> Similar work shall mean 'Development and One year Maintenance of Website' work Work that was executed by the bidder as a part of Joint Venture/ consortium will not be considered. The value of executed work shall be brought to current level enhancing the actual value of work at simple rate of 7 % per annum, calculated from the date of completion to the date of bid opening. (Cover-I/ Technical Bid) Agency having experience of completed CAMC contract of more than one year shall be counted for the value of work for a completed one year on pro-rata basis. However, the agency who has completed one year of work in running AMC contract of more than one year, may be counted for the value of work for a completed one year on pro-rata basis. 	completion certificate shall not be accepted.
Unconditional Acceptance Letter		
1.6	Bidder is required to submit an unconditional acceptance of all Bid conditions as per AAICLAS Format	Unconditional acceptance as per Annexure-III, on company letter head
Undertaking regarding debarment/Blacklisting		
1.7	<ul style="list-style-type: none"> Bidder is required to submit an Undertaking regarding debarment/Blacklisting. If the claim of the bidder is found to be wrong during the bid evaluation process, or during the currency of the contract, his bid/Contract as applicable, is liable to be rejected/cancelled. 	Undertaking regarding debarment / Blacklisting, as per Annexure-IV , on company letter head
Power of Attorney		
1.8	<p>Bidders other than proprietary firm shall submit, scanned copy of Authorization Letter/Power of Attorney along with copy of certificate of Incorporation of the Company under Companies Act. showing CIN/LLPIN/Name of Directors of the Company & copy of Board Resolution regarding Authority to assign Power of Attorney.</p> <p>Proprietary firm shall submit scanned copy of Authorization Letter/Power Attorney only if the bid is processed by a person other than Proprietor.</p>	<p>Proprietary firm shall submit scanned copy of Power of Attorney or Letter of Authorization if the bid is processed by a person other than proprietor</p> <p>Or</p> <p>Bidders other than proprietary firm shall submit, scanned copy of Authorization Letter/Power of Attorney along with copy of certificate of Incorporation of the Company under Companies Act. showing CIN/LLPIN/Name of Directors of the Company & copy of Board Resolution regarding Authority to assign Power of Attorney</p>

Bidder Firm/ Company		
1.9	Bidder is required to submit details of the Bidder Firm/Company	Details of the Bidder Firm/ Company, as per Annexure- V, on company letter head
Land Border share Compliance Certificate		
1.10	Bidder is required to submit signed & Stamped copy of Land Border share Compliance certificate.	Land Border share Compliance Certificate on company letterhead as per Annexure - X
Notarized Translation		
1.11	Bidder is required to submit notarized translation in English, if language of any of the above documents is any language other than English.	Notarized translation, if applicable

2. Envelope-I (Technical Bid and Pre-qualification):- Bid contains following:

- i. **EMD:** Proof of online submission of **EMD**. Firms that are eligible for waiver of EMD as per Gem GTC, have to upload scanned copy of documents in support Of this exemption
- ii. Signed Copy of duly filled PQ Performa / Check List as per **Annexure-I**.
- iii. Signed Copy of duly filled Declaration for Genuineness of Documents as per **Annexure-II**.
- iv. Signed copy of Unconditional Acceptance Letter of AAICLAS Bid Conditions as per **Annexure-III**.
- v. Signed copy of Undertaking Debarment/Blacklisting as per **Annexure-IV**
- vi. Bidders other than propriety firm shall submit, scanned copy of Authorization Letter/Power of Attorney along with copy of Certificate of Incorporation of the Company under Companies Act showing CIN/LLPIN/Name of Directors of the Company & Copy of Board Resolution regarding Authority to assign Power of Attorney. Proprietary firm shall submit scanned copy of Authorization Letter/Power of Attorney only if the tender is processed by a person other than proprietor.
- vii. Signed Copy of Bidder Firm/Company information as per **Annexure-V**
- viii. Scanned Copy of **Certificate of net worth** as per **Annexure-VI**. The bidder should have a minimum net worth of **Rs. 2,31,339.00**.
- ix. Scanned Copy of Work Experience documents along with Completion certificates along with Work Order, other document as per **Para.no. 1.5** and details of work as per **Annexure-VII**.

- x. Scanned copy of abridged balance sheet along with Profit & Loss account of the bidder for the last three years (i.e. FY 2022-23, FY 23-24, FY 24-25) and **Annexure-VIII**
- xi. Signed & Scanned copy of **Beneficiary details for Refund of EMD** as per **Annexure-IX**.
- xii. Duly filled & Signed "Restrictions on Procurement from A Bidder of a Country which shares a Land Border with India" as per **Annexure-X**.
- xiii. Signed scanned copy of **Permanent Account Number (PAN)** and **GST Registration Number**.
- xiv. Scanned copy of Relevant Proof of incorporation such as Certificate of Incorporation or Memorandum of Association or Partnership Deed etc in respect of above para 1.2.
- xv. Duly Signed bid document.
- xvi. **Copy of ISO 27001:2022 certificate for Information Security Management in India.**

3. Envelope-II:- The Financial e-Bid through GEM portal.

- i) Total amount of bid is to be filled at Gem portal.
- ii) In Financial Bid, the bidder has to quote the total amount for carrying out the work of all BOQ items.
- iii) All Bidders, shall submit break up rate of each item for total quoted amount as per format which is available for download as excel file (Schedule-BOQ) and also upload the price breakup in excel file available on the Gem Portal. The Bidder has to check and confirm the final amount, both in letters and words before submitting it on the Gem Portal, which should mandatorily match with the total amount quoted on Gem Portal Financial Bid. Providing of this break-up on Gem Portal as given in Schedule-BOQ shall be the responsibility of each Bidder.
- iv) The basic unit rate of the Items shall be inclusive of all other charges levied under any statute & inclusive of GST.
- v) Prices should not to be indicated anywhere in any Technical Bid, if found bid will be rejected.
- vi) Bid once uploaded shall be final and no amendment there to shall be permitted thereof. One bidder shall submit only one Bid.

LATE BIDS: Online Bidding on Gem portal shall not permit uploading of Bids after the schedule time of submission.

CORRECTIONS / MODIFICATIONS AND WITHDRAWAL OF BIDS: The Bidder may correct, modify his signed bid after submission prior to the deadline, through provisions of Gem-bidding portal. No bid shall be modified subsequent to the deadline for submission of Bids.

4. Refund of EMD

EMD deposited by all the bidders except the confirmed lowest bidder shall be returned within one week from the date of opening of the financial bid. EMD of the successful bidder shall be Returned on receipt of performance bank guarantee.

5. Bid Submission:-

The bidder shall submit their bid only at GEM Portal: <https://gem.gov.in>. Bidder/Contractor are advised to follow the instructions provided in the bid document for online submission of bids. **Hard copy of application shall not be entertained.**

6. Bidder who has downloaded the bid from GEM portal, shall not tamper/modify the bid form including downloaded price bid template in any manner. In case, the same is found to be tempered/ modified in any manner, bid will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with AAICLAS.
7. Any two or more bidders participated/quoted the bid with same IP Address, in such a case, the all bidders who quoted the bid with same IP Address shall be disqualified at any stage and EMD shall be forfeited.
8. If there is any variation between Gem Portal Conditions and AAICLAS Terms And Conditions, in such a case AAICLAS NIT shall prevail.
9. AAICLAS reserves the right to accept or reject any or all applications without assigning any reasons. AAICLAS also reserves the right to call off bid process at any stage without assigning any reason.
10. AAICLAS reserves the right to disallow the working agencies whose performance at ongoing work/project (s) is below par and usually poor and has been issued letter of restrain/ Temporary or Permanent debarment/ black listing by any department of AAICLAS or Central/State Govt. Depts./PSUs/World Bank/ADB etc.

AAICLAS reserves the right to verify the credential submitted by the bidder at any stage (before or after the award the 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 bidder then AAICLAS shall take the following action:

- a) **Forfeit the entire amount of EMD submitted by the bidder.**
 - b) **The bidder shall be liable for debarment for a period upto two years from bidding in AAICLAS, including termination of the contract apart from any other appropriate contractual/legal action.**
11. Consortium/ JV companies shall not be permitted.
12. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
13. Concessions to Indian Micro & Small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and Handloom etc. to be given as per the provisions of Public Procurement Policy for MSE. order 2012 with up to date amendments, shall be applicable for tenders of supply/services and shall not be extended to construction work.
14. Tenderers have to submit Unique Document Identification Number (UDIN) generated documents like Financial Information Turnover certificate/Loss & Profit, Net worth Certificate as per NIT conditions duly certified by CA and having UDIN. The documents submitted by bidders without UDIN shall not be entertained.
15. Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017 vide OM No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 is applicable.
16. Requirement of registration by the Bidder from a country sharing land border with India based on order no. F No. 6/18/2019-PPD dated 23/07/2020 of Government of India, Ministry of Finance, Department of Expenditure (Public Procurement Division) with up to date amendments, regarding restriction under Rule 144(xi) of the General Financial Rules (GFR) 2017 shall be applicable.

BID Manager

For and on behalf of the CEO, AAICLAS

GUIDANCE TO BIDDERS

1. Item Rate Bids are invited through GEM portal on behalf of CEO-AAICLAS for the procurement with estimated cost as mentioned in NIT. This estimate, however, is given merely as rough guide.
2. The Bids shall be in the prescribed Form, are invited in open e-Bid two envelope system.
3. The work is required to be completed within the period as mentioned in NIT.
4. Not more than one Bid shall be submitted by a contractor or a firm. Not more than one concern in which an individual is interested as Proprietor and/or partner shall bid for the execution of the same Work. If they do so, all such Bids shall be liable to be rejected.
5. The Accepting Authority as mentioned at **in para-1** of GENERAL TERMS AND CONDITIONS shall be the Accepting Officer hereinafter referred to as such for the purpose of this contract.
6. Submission of a Bid by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be completed.
7. All rates shall be quoted as mentioned in NIT on GeM portal inclusive of all taxes/GST and no other format is acceptable.
8. As this bid is an Item rate Bid, rates for all items quoted shall only be considered. Any bid containing percentage below/above the total estimated cost is liable to be rejected. Bidders which propose any alteration in the works specified in the said form of invitation to bid, or in the time allowed for supply of said items in NIT, or which contain any other conditions of any sort including conditional rebates will be summarily rejected. Any Bid containing percentage below/above the rates quoted is liable to be rejected. Evaluation of Bid shall be made as per Para 14.5.
9. Bids shall be received through GeM portal up to the date and time as per GEM and shall be opened as per GEM. Any extension of date shall be intimated through GEM.
10. Earnest money of amount as mentioned at NIT shall be paid by way of online payment as per NIT.
11. Notification of Award of contract will be made in writing to the successful bidder by the AAICLAS. The Contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid In conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind Himself to accept the lowest or, any Bid or to give any reason for his decision.
 - 11.1 A responsive bidder is one who submits priced Bid and accepts all terms and conditions of the specifications and contract documents.
 - 11.2 A major modification is one which affects in any way the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the

Bidder or any right of AAICLAS, as required in the specifications and contract documents. Any modification in the terms and conditions of the Bid which are not acceptable to AAICLAS shall also be treated as a major modification.

11.3 A Bidder shall submit a responsive bid, failing which his Bid will be liable to be rejected.

12. The Accepting Authority reserves the right to accept the whole or any part of the Bid and Bidder shall be bound to perform the same at his quoted rates. No claim whatsoever will be entertained on this account.

13. A Bidder shall submit the Bid which satisfies each and every condition laid down in this NIT failing which the Bid will be liable to be rejected.

14. MODE OF SUBMISSION OF BIDS:

14.1 Bid shall be submitted online through Gem portal in open Bid two envelope system as

Detailed below:-

Bidder should download the Bid Documents from the GeM portal, fill up the required Information as per NIT and upload the same after signing well in time along with Authorization letter /power of attorney, if any, required. Last date for the online Submission of e-bid (Envelope I & II) is as per GEM NIT.

14.2

- i. The Bidders shall quote their item rates online through GeM portal only.
- ii. The Price Bids / Financial Bids of those Bidders who are fulfilling the qualifying criteria shall be opened.
- iii. All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the Bid document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BOQ file, open it and complete the cells with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Bidder, the bid will be rejected.
- iv. In event no rate has been quoted for any item(s) leaving amount blank, it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
- v. AAICLAS does not give any concessional forms / certificates / permits towards any taxes, duties & levies etc.

14.3 Once the contractor has uploaded the Bid Acceptance Letter as an attachment, He is not permitted to upload any additional file or put any remark(s)/ conditions(s) In / along with the Bid Document.

14.4 Only those Bidders, who are meeting the eligibility criterion spelt out in Noting Inviting Bid under Envelope-I and accepted by AAICLAS, their Price Bid i.e. Envelope-II shall be opened on GeM Portal only.

14.5 **Evaluation of Bid:**

The L1 bidder will be evaluated based on the total offered cost for all BOQ Items. The work shall be awarded to L1 bidder after consideration of "Price Preference" To Class-I 'Local Supplier' over 'Class-II local supplier' in accordance with the Provisions of "Public Procurement Policy Supplier" in accordance with the Provisions of "Public Procurement Policy (Preference to Make in India) , order 2017 – Revision dated 16.09.2020.

15. **Clarifications: -**

If the bidder has any query related to the bid document, they should Seek Clarification on GEM Portal. No other means of communication in this regard shall be entertained.

If any clarification is needed from the Bidder about the deficiency in his uploaded documents in Envelope – I, he will be asked to provide it through GEM Portal, if required. The Bidder shall upload the requisite clarification / Documents within time specified by AAICLAS, failing which it shall be presumed that the bidder does not have anything to submit and bid shall be evaluated accordingly.

16. **Procedure For Opening Of Bid**

Following steps shall be followed for opening of Bid documents.

- i. **Envelope-I:** Envelope-I shall be opened as mentioned in NIT.
- ii. **Envelope-II:** (Price Bid Folder): Envelope-II will be opened only of those bidders who will be qualifying/meeting the Eligibility Criteria as per Envelope-I of NIT.

17. **Rejection of Bid**

- i. AAI Cargo Logistics and Allied Services Company Limited reserves the right to Reject any or part of Bid without assigning any reason. The documentation Submitted by Bidders shall not be returned. AAICLAS also reserves the right at Its Sole discretion not to award any order under this Bid call. This decision does Not Commit AAICLAS to pay any costs or loss incurred directly or indirectly What so Ever.
- ii. If the Bidder deliberately gives wrong information in his Bid, AAICLAS reserves the right to reject such Bid at any stage or to cancel the contract, if awarded, and to forfeit the Earnest Money, absolutely.

- iii. Canvassing in any form in connection with the Bids is strictly prohibited and the Bids submitted by firms who resort to canvassing are liable for rejection.
- iv. Bid in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and is liable to be rejected.
- v. No correspondence shall be entertained from the Bidders after the opening of Price Bid of the Bid unless called by AAICLAS.
- vi. Bids with incomplete / ambiguous details are liable to be rejected without seeking any further clarification.

17.1 AAICLAS is not responsible for any delay due to link failure/internet problem etc. In respect of submission /receipt of any documents or in submission of e-Bid. Bidders who are intending to submit responsive e-Bids are requested to submit the same well in advance before the due date & time. It is the responsibility of the Bidder to make sure that the required documents /e-Bid is submitted in time.

SCOPE OF WORK

1. Background:-

AAICLAS is maintaining AAICLAS official website i.e. <https://aaiclas.aero> , AAICLAS Ecom Website i.e. <https://aaiclas-ecom.org>, Email Services. AAICLAS doesn't have own Data Center but the server of AAICLAS website/email services are provided & maintained by third party. AAICLAS is intends to On-board a agency for **Migration, Implementation, Hosting of Existing AAICLAS Website on Cloud with 02 years AICMC of Website i/c upgradation**

2. The Key Scope of Work of Agency are as follows:

- I. Migration of data of existing server to MeitY approved cloud server & Implementation. Cloud server shall be provided by Agency directly or through third Party. Tentative data to be migrated is 60GB to 100GB.
- II. Operation & Maintenance of AAICLAS Website with updated version (N-1) of existing AAICLAS Website software & hardware, which has been mentioned at Para 4
- III. Upgradation, CAMC of website, server with 24/7 support services for AAICLAS Website as per Para 4
- IV. Regular Upgradation of website with latest version (N-1) throughout contract period.
- V. Deployment & Installation of SSL Certificate with latest version as per Para 5
- VI. Audits & Compliances and Security Audit as per CERT-IN guidelines through CERT-IN empaneled vendors as per **Cert-In/Govt** guidelines as per Para 6
- VII. URL of AAICLAS Website: <https://www.aaiclas.aero/>
- VIII. AAICLAS Website is currently hosted at MeitY Approved Third Party Cloud
- IX. AAICLAS Website has content management system/ Admin Console on Code Igniter v3 (a PHP-based framework) along with MySQL 8.

Note: Bidders can explore the existing features of the AAICLAS website by visiting:

<https://www.aaiclas.aero/>

3 Details of AAICLAS Website

At present AAICLAS is Maintaining the website i.e. <https://aaiclas.aero> and hosted on third party cloud and this AAICLAS website is also accessible through on all Android, IOS, etc based mobile devices and the system details is as follows:-

All existing Web Server provisioning and OS setup

- a. OS: CentOS Linux 7
- b. CPU: Minimum 4 cores
- c. RAM: Minimum 15GB

- d. Storage: Minimum 500GB
- e. Web Server: Apache HTTP Server
- f. Backend: PHP, CodeIgniter 3.1.9
- g. Database: MySQL 5.x
- h. Frontend: HTML, CSS, JavaScript, JQuery, AJAX
- i. Integration: Paytm Payment Gateway
- j. Others: custom admin/ CMS
 - i. Web server installation & configuration (Apache/MySQL)
 - ii. SSL certificate procurement and installation
- k. Minimum Bandwidth transfer per month: up to 10TB
- l. Bandwidth Speed: Minimum 50 Mbps

3.1 Feature of Existing Website:-

- I. AAICLAS Website is in bilingual i.e. Hindi & English Language.
- II. AAICLAS Website prevent from security threat and proactively address security concerns.
- III. AAICLAS process recruitment through website.
- IV. Existing Website Provide support to Payment Gateway Provider.
- V. Bandwidth & Storage of existing website are 50Mbps and 500GB
- VI. Backup files are kept in encryption form by existing contractor.
- VII. Data Backup and Data Dumps are done by existing contractor.
- VIII. There is appropriate contingency plan on data recovery process so that continuity of Uninterrupted services is ensured by the existing contractor.
- IX. Existing Contractor carry out development/enhancements/changes as per requirement.
- X. Existing Contractor carry out modifications to the existing layouts, menu, web-pages, forms, etc. (but not limited) after approval of AAICLAS.
- XI. Existing Contractor Design logos, banners, branding materials as and when required
- XII. Existing Contractor perform testing of new features and ensure that the changes are implemented in the website meets the desired and specified requirements and it doesn't impact any other Functionality of existing AAICLAS website
- XIII. Existing Contractor keep all the documentation up-to-date to reflect the latest Changes/enhancements/modifications made to the application.
- XIV. Existing Contractor edit, optimize and incorporate content in the form of texts, photographs, images and videos provided by department into the website. The texts, photographs, images. Inserted shall be readable in the print format and print correctly in A4 size paper.

- xv. Existing Contractor understand that the text can be quite longer or smaller in different Language and therefore the website designed will need to take this into account.
- Xvi. Existing Contractor ensure that system is able to trace what content is being published, set a Schedule for content to be published and automatically remove outdated content as decided By AAICLAS.
- xvii. Existing Contractor edit/ update/ delete the content of AAICLAS Website in Hindi & English, if provided, on approval of Competent Authority
- xviii At present existing AAICLAS Website is supportable/accessible through all Operating Systems like Windows, IOS, Android, Linux, etc.

Remarks: - Successful Bidder shall maintain all above features and Storage, Bandwidth & Speed should not be less than existing ones

3.2 Migration, Implementation, Hosting of Existing AAICLAS Website on Cloud

- I. Contractor shall Migrate, Implement & Host the existing AAICLAS Website within a 15 days from the date of Award of Work.
- II. Contractor shall provide Date Schedule for Migration, Implementation, Hosting and Go Live before start of work. The total period of schedule should not be more than 15 days.
- III. Contractor shall intimate to AAICLAS the actual date of completion of above each activities i.e. Migration, Implementation, Hosting and Go-Live. After making website live on Cloud Server contractor shall immediately share login details of Admin Panel/Console to AAICLAS.
- IV. Contractor shall migrate all Data of existing website to MeitY empaneled Cloud Server. MeitY empaneled Cloud Server shall be provided by agency. Cloud Server should be located within India.
- V. Successful Bidder after award of work shall provide following:
 - MeitY Empanelled Cloud Certificate, document in support of location of Cloud Server within a week after award of work, where in they are hosting the AAICLAS Website before start of Migration.
 - Copy of agreement held between contractor and Cloud Server Provider, which should be valid up to entire contract period.
 - Undertaking from Cloud Server Provider stating that Cloud Server Provider has no objection in providing cloud services to AAICLAS, provided by contractor during entire contract period and shall provide support to AAICLAS without claiming anything during entire contract period.
- VI. Successful Bidder has to complete Migration from existing website to Cloud Server without disturbing Existing website services and also there should not be lagging in the existing website services during Migration Process.
- VII. Contractor shall ensure that there should not be any data loss and no data should be left during Migration.

- VIII. Contractor shall provide a copy of complete Data migrated in Hard Disk/Pen drive as required as per data
- IX. Contractor shall upgrade website ,if required, to comply following for entire duration of :-
- a. Latest GIGW guidelines
 - b. Latest WCAG guidelines
 - c. Latest OWASP security guidelines
 - d. Latest W3C Standards
 - e. E-Governance Policies of Gol and any other statutory guidelines which may arise During entire duration of contract
- X. **CAMC Period shall be reckoned from Data of Live of Website.**

3.3 Following features are required to be incorporated in Website by Successful Bidder during 1st year CAMC Period as per Mile Stone given in Tender:-

- I. Contractor shall integrate AAICLAS Email Services, AAICLAS E-Com Website, etc. with AAICLAS website i.e. <https://aaiclas.aero> through API/third Party integration.
- ii. Website should have Two Factor Authorization (2FA) for New Registration for the Employment Advertisement, Etc. by receiving same OTP on mail and phone number of applicant. Further, also receive the acknowledgement after final submission of application at registered email ID.
- iii. Contractor shall upgrade and maintain the AAICLAS Website to latest stable version N-1 throughout the contract period. N is Latest Version of Software of the existing website.
- Iv. Shall provide support to linked agencies such as Email Services Provider, AAICLAS E-Com Website Provider, etc. to resolve the synchronization issues
- v. Shall Create New Web pages, forms (all the forms shall be maintained in dynamic formats only) for uploading details pertaining to recruitment, employee, training, dashboard, circulars, manuals, etc. as per requirement of AAICLAS. Agency shall also create sub admin portal in addition to Admin Portal for HR, Security and MIS with Access Log for accessing & feeding relevant data in respective sub-admin portal by concerned department for aforesaid matter. Admin Portal shall have access to all sub-admin portal also.
- vi. Contractor shall ensure automatic alert is triggered on specified email ids on major errors including loss of network connectivity, database/ application server going off line, or the application suffers an out-of memory situation etc.
- vii. Successful Bidder shall provide the resources such as VMs, OS, network & storage, at DC and DR, whenever required.

- viii. Contractor shall setup AAICLAS Website (both Application and Database) on new Virtual Machines or MeitY approved Cloud Server, due to end-of-life status of existing cloud setup.
- ix. Contractor shall setup AAICLAS Website on DR and shall ensure AAICLAS Website is running from both DC and DR.
- x. Contractor shall perform DC-DR drills quarterly or as decided by AAICLAS.
- xi. Contractor shall ensure that DC-DR replication is happening round the clock.
- xii. Contractor shall take back-up of AAICLAS Website (Application & Database).
- Xiii. Contractor shall take incremental and full Back up as per backup policy MeitY Guidelines. Such periodic back-ups shall be automatic and confirmation mail shall be triggered to specified email id after completion of backup.
- xiv. Shall link AAICLAS E-Comma Website i.e. <https://www.aaiclas-ecom.org> & AAICLAS Email URL with AAICLAS Official Website i.e. <https://www.aaiclas.aero> in order to move from AAICLAS official website to AAICLAS Ecom Website & AAICLAS Email URL by clicking The Link and also assist & guide user in this matter.

4 CAMC

- I. The Contractor has to ensure that AAICLAS Website is well maintained, up-and-running 24x7 during entire contract period i.e. 02 years (Post Implementation & Migration Period).
- II. The overall responsibility of the AAICLAS Website maintenance lies with the Contractor. O&M includes, but not limited to:
 - a. Rectify the errors, broken links and files
 - b. Liaison with all vendors related to Email Services, Payment Gateway, etc for scheduled and unscheduled backup/ restore exercises
 - c. Update software, plugins, patches to the latest versions to address security vulnerabilities
 - d. Provide timely resolutions to reported problems, ensuring minimal disruption to AAICLAS Website
- III. Shall co-ordinate with AAICLAS on the new requirements or enhancements/ changes and Carry out Development.
- IV. Shall document the new requirements given by AAICLAS
- V. Shall carry out modifications to the existing layouts, menu, web-pages, forms, etc. (but not Limited) after approval of AAICLAS.
- VI. Shall Design logos, banners, branding materials as and when required

- VII. Shall perform testing of new features and ensure that the changes implemented in the website Meets the desired and specified requirements and it doesn't impact any other functionality of Existing AAICLAS website
- VIII. Shall perform testing of existing website, as and when required
- IX. Shall ensure that sitemap is getting updated, in case of page addition or removal.
- X. Shall create & Update the SOPs and User Manuals
- XI. Shall keep all the documentation including SOPs & Manuals up-to-date to reflect the latest changes/ enhancements/Modifications made to the application.
- XII. Shall understand that the text can be quite longer or smaller in different language and Therefore the website designed will need to take this into account.
- XIV. Shall ensure that system is able to trace what content is being published, set a schedule for Content to be published and automatically remove outdated content as decided by AAICLAS.
- XV. Shall ensure that the system is able to provide a trigger facility to send a reminder notifying about the expiry date of the content and down time and up time of website.
- XVI. Shall maintain the confidentiality of sensitive information and records
- XVII. Shall perform administrative functions for creation, addition, deletion, modification of user's Login and other related activities on website on behalf of AAICLAS.
- XVIII. Shall resolve common user queries/ issues related to website
- XIX . Above responsibilities are not exhaustive.AAICLAS reserves the right to assign any other Work Related to AAICLAS Website and Other Software being used in AAICLAS.

Note: Contractor shall fulfill general requirements, Search Engine Optimization (SEO), Exit & Transition Management, Web Analytics as mentioned below:-

A General Requirements

- a. Website shall run independent of IP Address, i.e. IP Addresses shall not be hard coded in the source code/ configuration.
- b. CAPTCHA should be present for web pages with form field such as feedback form Registration form etc.
- c. Font used across the website shall be consistent.
- c. AAICLAS website shall functions correctly and looks consistent across various web browsers and different devices.
- e. AAICLAS Website shall be responsive so that the rendering of the website is

independent of device screen resolution and aspect ratio.

- f. Contractor shall ensure that the web pages' load quickly to deliver a seamless user experience. Website shall have an acceptable performance on different type of internet connection.
- g. Password should not be hardcoded in any website configuration files or stored in plain text.
- h. Passwords should be properly hashed and salted to reduce the effectiveness of password cracking.
- i. Platform used for Website such as OS, DB, etc. should be minimum N-1, where N is the latest version prevailing.
- j. Separate Logging feature to be enabled for Web Server/ DB Server.
- k. The pages should be printer friendly i.e. all the pages shall be displayed and printed upon demand by user.
- l. Website shall have ability for Social Media Integration i.e. YouTube, Instagram, Facebook and X.
- m. Website have Image and graphic components in jpeg, png and .gif formats and the same shall be compressed without losing on visual quality as far as possible to allow faster downloads.
- n. Consistent page layout should be maintained throughout the site.
- o. Website shall be able to record the changes made by authorized, including time, date user details and section of the site modified.
- p. The Solution shall log and maintain version of all system transactions and keep them easily retrievable and sortable.
- q. In case of development of new feature or enhancement/ modification in existing feature, Contractor shall make development in his own environment and the same shall move to production server of AAICLAS after successful testing and approval from AAICLAS.
- r. Separate logging feature shall be enabled for Web Server/ Database Server.
- s. Contactor shall ensure password policy for application and servers.

B Search Engine Optimization

- a) The system shall re-write the URL's that are search engine friendly. The re-written URL's shall be shorter and more relevant looking links to web pages.

- b) The website shall be search engine friendly and the agency shall optimize the website for search engine positioning using keywords relevant to department stakeholders.
- c) The system shall submit the website to the top 4 search engines. It is the responsibility of the contractor to rank website in the top two results on search engines mentioned when searched with relevant keywords.

C Web Analytics

- a) The system shall help the department in analyzing the popularity of the website and behavioral pattern of visitors on the website.
- b) The system shall provide hit rates with respect to language. Analysis of visitor hits on the website should be possible by filtering the data based on certain parameters such as date range, specific page hit. The administrator shall be able to login once to view the
number of hits, traffic coming from a specific search engine, keywords used on search engine, repeat and unique visitors and visitor's state and countries. It shall also generate analytics on peak usage time during a particular day/week/month/year.
- c) The system shall also provide a facility to generate dashboards on the website visitor's behavior on a weekly, monthly, quarterly and annual basis. It shall also be capable of generating detailed reports which shall be downloadable in multiple formats.

D Exit and Transition Management

The responsibilities of the Contractor pertaining to exit management after the end of the contract or in-between the contract is as follows: -

- a) All risk during transition stage shall be properly documented by the Contractor and mitigation measures shall be planned in advance so as to ensure a smooth transition without any service disruption.
- b) At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to the Contractor's scope of work, the Contractor shall ensure that a proper and satisfactory handover is made to the other agency. This shall include transfer of all assets (Software , tools , source code and all the documents) in working conditions with warranty after inspection and approval of AAICLAS. If any upgrade, repair, replacement is required Contractor will carry out the same at no extra cost to the AAICLAS.
- c) Closing off all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided to AAICLAS.
- d) The Contractor shall provide necessary knowledge transfer and transition support to the incoming Contractor. The deliverables are indicated below:

8.d.1 Updated transition plan

- 8.d.2 Complete documentation for the entire system handed over to the AAICLAS or new Contractor
- 8.d.3 Handover of all AMC support related documents, credentials etc. for all OEM products supplied/maintained in the system.
- 8.d.4 Handover of the list of complete inventories of all assets created for the Work/project
- 8.d.5 Assisting the new Contractor /AAICLAS with the complete audit of the System including licenses and assets.
- 8.d.6 Hand-over of the entire software including source code, program files, Configuration files, setup files, work/project documentation, user IDs, Passwords, security policies, scripts etc.
- e) Knowledge transfer of the system to the incoming Contractor to the satisfaction of the AAICALS per the specified timelines.
- f) The Contractor shall be released from the work/project once successful transition is completed by meeting the parameters defined for successful transition.
- g) In case the Contractor fails to observe any of the above points, the Contractor shall not be released and all the pending payments and Performance Bank Guarantee shall be put on hold till the successful completion of the exit management to the Satisfaction of the AAICLAS

5 Deployment of Domain Wild Card SSL Certificate with latest version after Expiration of existing SSL Certificate of AAICLAS (Existing SSL Certificate is Expiring on 16.04.2026).

- i. AAICLAS Website must be maintained in SSL environment i.e. Https
- ii. Contractor shall provide the valid Domain Wild Card SSL Certificate in latest Version for entire duration of contract as per Mile Stone given in Tender after expiration of Existing SSL Certificate of AAICLAS. Existing SSL Certificate is expiring on 16.04.2026
- iii. Proactively renew the SSL certificate before the expiration date to avoid service Disruptions.
- iv. Verify that the SSL Certificate is compatible with various web browsers and mobile Devices to ensure a consistent and secure user experience. Contractor shall Provide SSL Certificate along with the details of Key after Installation of SSL Certificate
- v. In case, the SSL is provided by AAICLAS separately, its deployment and management have to be done by the contractor and cost of such SSL Certificate borne by the AAICLAS, shall be adjusted from Contractor Bill

6 Safe to Host Certification from Cert-IN empaneled auditor

- i. Contractor shall get website Security Audited through CERT-IN Empanelled Vendors as per. BOQ & Government Guidelines during entire contract period
- ii Contractor shall provide details along with supporting document of Cert-In Empaneled Security Auditor for approval of AAICLAS. After getting approval of AAICLAS, Contractor shall conduct Security Audit as per Mile Stone given in Tender. Cost of Cert-In Empaneled Auditor, being engaged by contractor shall be borne by agency. Nothing shall be paid extra.
- iii. Contractor shall comply observations of Cert-In Empaneled Auditor, which are made During security audit within a week.
- iv. Finally, agency shall submit final Security Audit Report and Safe to Host Certificate within a Month.

1. **GENERAL TERMS AND CONDITIONS**

1.1 **Definition of Terms**

- AAICLAS Shall mean AAI Cargo Logistics and Allied Services Company Limited having its headquarters at New Delhi and includes a duly authorized representative of AAICLAS or any other person empowered in this behalf by AAICLAS to discharge all or any office function.
- **Accepting Authority** - **As per DOP**
- Authority for fixing compensation - **As per DOP**
- **Authority to decide:**
Extension of time – **As per DoP.**
- **Contract** means the document containing Bid Document, agreement/acceptance of Bid, corrigendum's, query and replies. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- **Purchaser** shall mean the AAI Cargo Logistics and Allied Services Company Limited which term also includes their successors in law.
- **Contractor** shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal, personal representative of such individual or the persons composing such firm or incorporated company, or the successors of such firm or company, as the case may be, and the permitted assigns of such individual or firm or company. The words Bidder, Supplier, Agency, and Firm shall also mean the Contractor.

1.2 **Prices**

The accepted prices shall be firm and fixed and subject to no escalation whatsoever till the completion of work. The quoted price shall be inclusive of all other levies & duties, services etc. as applicable & **including GST.**

1.3 **Award of Contract**

The acceptance of the Bid will be intimated to the successful Bidder by AAICLAS. The Accepting Authority reserves to himself the right of accepting the whole or any part of the Bid and Bidder shall be bound to perform the same at his quoted rate.

1.4 **Rejection of Bid:**

Refer Para 17 of "Guidance to Bidders"

1.5 **Correspondence**

- All Correspondence during Bid stage with AAICLAS would be directly made by the Bidder or his authorized representative through GeM portal only.

1.6 Patents, Successful Bidder's Liability & Compliance of Regulations

- Successful Bidder shall protect and fully indemnify the AAICLAS from any claims for infringement of patents, copyright, trademark or the like.
- Successful Bidder shall also protect and fully indemnify the AAICLAS from any claims from successful Bidder's workmen/employees, their heirs, dependents, representatives' etc. or from any other person(s) or bodies/companies etc. for any act of commission or omission while executing the order.
- Successful Bidder shall be responsible for compliance with all requirements under the laws and shall protect and completely indemnify AAICLAS from any claims/penalties arising out of any infringements.

1.7 Determination of Contract

Subject to the other provisions contained in this Clause, the AAICLAS may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior goods and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases: -

1. If the contractor being a company shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitles the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
2. If the contractor has, without reasonable cause, suspends the progress of the supply or has failed to carry out the work with due diligence so that in the opinion of AAICLAS (which shall be final and binding) he will be unable to complete the work by completion date and continues to do so after a notice in writing of fifteen days from the AAICLAS.
3. If the contractor fails to complete the work within stipulated date or items of work with individual dates of completion, if any stipulated, on or before such, date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf of the AAICLAS.
4. If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it within 15 days after a notice in writing is given to him in that behalf of the AAICLAS.

When the contractor has made himself liable for action under any of the cases aforesaid, the AAICLAS shall have powers:-

To terminate or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the AAICLAS shall be conclusive evidence. Upon such termination or rescission, the full EMD shall be liable to the forfeited and shall be absolutely at the disposal of AAICLAS.

1.8 Settlement of Disputes and Arbitration

The Agreement shall be governed by, and construed in accordance with, the Laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Agreement.

All disputes or differences which may arise out of or in connection with or incidental to the Agreement including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) thereof shall be dealt with as provided hereinafter:

Through Mediation: All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the Parties. In case either Party withdraws from the mediation or the dispute(s) is not resolved within 120 (one twenty) days of reference to the mediation, then the aggrieved party may invoke arbitration within 30 (thirty) days from the date of receipt of partial settlement agreement or failure report.

Adjudication through Arbitration: In case no final settlement has been arrived at between the parties after mediation or partially settled as per clause above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.

a) Arbitration is restricted to disputes with a value of less than Rs.10 Crores. The dispute shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, AAICLAS after obtaining consent of the other party.

b) Unless the Agreement/Contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the Agreement.

Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

Fee payable to the arbitrator(s) shall be as per Schedule IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the Parties equally.

No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter-VA of the Airports Authority of India Act, 1994.

1.9 Deviation, Deviated Quantities, Pricing

As per GeM Terms and Conditions.

1.10 Effect and Jurisdiction of Contract

- The contract shall be considered as having come in to force from the date of issue of AAICLAS's letter of acceptance of the offer.
- The law applicable to this contract shall be the law enforced in India and Dispute if any, shall be dealt within the Jurisdiction of New Delhi Courts.

1.11 Signing of Contract

No payment for the work done will be made unless contract in form of agreement is signed by the contractor. The agreement shall be executed on a non-juridical stamp paper of Rs: 100/- (Rupees One hundred only) and the cost of stamp paper shall be borne by the contractor.

1.12 PAYMENT TERMS AND CONDITIONS:

Sl.No	Description	Payment Terms
01	For BOQ Item.no.01 One Time Migration & Implementation Cost as per SOW	100% of payment after necessary deduction like TDS, GST shall be done on successful implementation, migration & Hosting of website on Cloud on submission of invoice, supporting documents in support of Migration & Hosting, Website go live by Agency.
02	For BOQ Item.no.02 CAMC of website, providing support services, upgradation of website software during follow as per SOW (Post Migration & Implementation)	The 100% Payment after necessary deduction like TDS, GST shall be made quarterly on submission of invoice ,change log in respect of Upgradation with its Source Code, Flowcharts, Service Report along with Server Availability Report as per SLA, updated manuals of Operating, Message by agency.

Note: No mobilization advance shall be paid.

1.13 **Mile Stone**

S.No	Description	Mile Stone
01	For BOQ Item.no.01 One Time Migration, Implementation & Hosting as per SOW	Agency should complete the Migration, Implementation & Hosting, Website Go Live within 15 days
02	Upgradation of website software during follow as per SOW (Post Migration & Implementation) CAMC	i. The agency shall complete the initial upgradation as per Para 3.3 in Scope of Work within the two months after website Go Live Date during first AMC year and the agency shall submit the related documents and data. li. CAMC period shall be reckoned from the Date of Website Go Live.
03	Providing & Installation of SSL Certificate as per tender (after Migration & Implementation)	Same day i.e. expiration of existing SSL Certificate.
04	Conducting Security Audit through Cert-In Empanelled Agency as per tender	i. The Agency shall complete the Security Audit within the one month after successful completion of the Up gradation in the first CAMC year ii. During Second year CAMC, Agency shall complete the Security Audit within the one month from start of second year CAMC.

1.14 Penalty Clause

Sl.	Penalty Clause	Penalty Amount
01	One Time Implementation & Migration Cost as per SOW	If Milestone as per above Para 1.13 is not achieve then penalty will be imposed on the agency @ Rs.1000 Per day
02	Upgradation as per Para 3.3 of SOW	If Milestone as per above Para 1.13 is not achieve then penalty will be imposed @1% per week of first year CAMC cost.
03	Providing & Installation of SSL Certificate as per tender (after Migration & Implementation)	If Milestone as per above Para 1.13 is not achieve then penalty will be imposed @ Rs. 1000 Per Day.
04	Conducting Security Audit through Cert-In Empanelled Agency as per tender	If Milestone as per above Para 1.13 is not achieve then penalty will be imposed @1% per week of CAMC of Respective Year Cost

- 1.15** Training For each module/database/middleware and third party utilities installed, the agency is required to train the designated AAICLAS technical in all aspects like resource management of hardware and software, storage allocation, backup management, backup recovery and end-user personnel to enable them to effectively operate and perform administration of the total system. The bidder shall conduct the training without any additional cost. Further, training to AAICLAS staff shall also be provided whenever, any developments/changes happen in website.

Non Compliance of training as above by agency shall attract penalty @ Rs. 25,000/- per event.

1.16. Performance Bank Guarantee

- 1.16.1 The Contractor shall submit Performance Bank Guarantee (in lieu of Contract Performance security) for the contract of the value equivalent to **5% (Five percent) of the value of Purchase Order/ Work Order** in the form of an irrevocable Insurance Surety bond, demand draft, bank guarantee issued from Scheduled Commercial Bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-Operative /Regional Rural Bank). The guarantee shall be submitted **within 30 calendar days of the issue of Purchase Order/ Work Order**, and it must remain valid for a period of 60 days beyond the date of completion of all entire contract period obligations including the CAMC period.

- 1.16.2 The Performance Bank Guarantee will be forfeited and credited to the accounts of AAICLAS in the event of a breach of contract by the contractor. It must be refunded to the contractor without interest, after getting certificate from AAICLAS in respect of compliance of contract provision but not later than 30 days of completion of all contract obligations including the CAMC obligation..
- 1.16.3 In case the Contractor fails to submit the PBG within stipulated period, interest at 12% per annum on Performance Bank Guarantee amount would be levied (non-refundable) for delayed period of submission of PBG till amount become equal to Performance Bank Guarantee value.
- 1.16.4 The interest amount levied (non-refundable) shall be deducted from the bills payable to the Contractor. Also, the Stipulated Performance Bank Guarantee Value (5% of the Purchase Order Price to AAICLAS) shall be withheld from Bills payable in lieu of Performance Bank Guarantee until the same is submitted.
- 1.16.5 In case, Contractor fails to submit performance guarantee within 60 days of the issue of the letter of acceptance of his Bid, AAICLAS reserve the right to cancel the order.
- 1.16.6 The Performance Bank Guarantee amount shall be payable to AAICLAS without any condition whatsoever and the guarantee shall be irrevocable.
- 1.16.7 The validity period of PBG shall be extended by the Bidder as and when provisional extension is granted.
- 1.16.8 The Performance Bank Guarantee shall be deemed to govern the following guarantees from the successful Bidder, in addition to other provisions of the guarantee:
- 1.16.8.1 At the time of completion of the CAMC period, the Bidder shall handover all the systems/ subsystems in working conditions including all deliverables, source code etc. as applicable to AAICLAS.
- 1.16.8.2 The Hardware/ System/ Services under the contract shall be free from all defects/ bugs and upon written notice from AAICLAS, the Contractor shall fully remedy, free of expenses to AAICLAS, all such defects/ bug as developed under the normal use of the said hardware within the period of contract.
- 1.16.9 The Performance Bank Guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clause.
- 1.16.10 The Performance Bank Guarantee amount shall be released to the contractor after successful hand over system AAICLAS /AAICLAS Appointed Agency post completion of contract period including CAMC Period plus 60 days, as applicable, after deducting the penalty/ recoveries, if any as applicable, as per the 'Compensation of Delay / Recovery' clause.
- 1.16.11 The following bank details need to be incorporated by the Bidder in the PBG Document/EMD documents in form of BG.

CORPORATE NAME: AAI CARGO LOGISITCS AND ALLIED SERVICES
COMPANY LIMITED
BANK NAME: ICICI BANK
IFSC CODE: ICIC0000007

1.16.12 The successful bidder after award of work will provide SFMS (Structural Financial Messaging System) Message from issuing bank to AAICLAS's beneficiary bank (ICICI bank- details given above) for BG confirmation.

2. Sub-Contracting

Sub-contracting is not allowed for this work.

3. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the Bid. The Buyer, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

4. Correspondences

All correspondence would be directly with the Bidder and correspondence through agents will not be entertained.

5. Intellectual Property Right

AAICLAS shall be the sole owner of the existing AAICLAS Website and features developed under this work. AAICLAS shall have the sole and exclusive rights to market this product commercially. AAICLAS may however on its own discretion take the help of vendor in facilitating in this effort.

6. Conflict of Interest among Bidders

6.1 A Bidder shall not have conflict of interest with other Bidders. Such conflict of interest can lead to anti- competitive practices to the detriment of Procuring Entity's Interests. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if;

6.1.1 They have controlling partners (s) in common.

6.1.2 They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder; or

6.1.3 Bidder participates in more than one Bid in this Bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the parties are involved. However, this does not limit the inclusion of the components/ subassembly/ assemblies from one manufacturer in more than one Bid.

6.1.4 Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

6.1.5 In case of a holding company having more than one independent manufacturing units, or more than one unit having common business ownership/ management, only one unit must submit the Bid. Similar restrictions would apply to closely related Parent/

Group/ Sister Companies. Bidder must proactively declare such entities in same/ similar line of business.

6.2 Violation of aforesaid clauses shall lead to disqualification of all the Bids related to the particular Bidder.

7. Contract Monitoring

7.1 AAICLAS may hold periodic meetings after the award of the contract to monitor the progress of the work.

7.2 Depending upon the Complexity of the item, contractor may be asked to submit a progress report periodically in coordination with the Project Manager.

8. Period of Validity of Bid

The Bid shall remain valid for 90 days from the end date of submission of the Bid (As per GeM)

8.1. The Bidder shall not be entitled, to revoke or cancel the offer or to vary any term thereof, during the said period of validity without the consent in writing of AAICLAS. In case of the Bidder revoking or cancelling the offer or varying any term in regard thereof, the Bidder's EMD shall be forfeited.

8.2 If there is any delay in finalization due to unforeseen factors, all the Bidders shall be asked to extend the validity for an appropriate period, specifying a date by which Bid is expected to be finalized. However, the Bid process shall not be vitiated if any Bidder declines to extend the offer as requested for.

9. Transfer of Bid Document

Transfer of Bid Documents by one Bidder to another is not permissible. Similarly transfer of Bids submitted by one Bidder in the name of another vendor is not permissible.

10. Quality Assurance Requirements

The supplier shall submit copies of Valid Certificates/Supporting Documents to ensure that all works/products comply with standards specified in the Bid.

11. Amendment to Bid documents

11.1 At any time, prior to the date of submission of Bids, AAICLAS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid documents by amendments. The amendments shall be notified on GeM Portal, and these amendments will be binding on them.

11.2 To provide prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, AAICLAS may, at its discretion, extend the last date for the receipt of Bids.

12. Time-The Essence of Contract

12.1 Time is of the essence of this Contract.

12.2 The Contractor must strictly adhere to the time schedule mentioned in this BID.

13. Extension of Time

- 13.1 This work is essential in nature and hence the completion period as per Purchase Order/ Work Order shall be adhered to strictly. The Contractor may be liable for levy of Liquidated Damages (LD) for any Extension of time/ delivery that amounts to amendment of the contract.
- 13.2 Extension of Time may be granted only after the Contractor seeks an extension in writing. The contractor shall apply for extension of time in writing as per format which shall be provided by AAICLAS. However, there must not be any downward trend in the price of the Items of the Purchase Order. In case of any downward Trend, the benefit shall be transferred to AAICLAS.
- 13.3 Provisional extension/s will be provided until completion of the work/project. The calculation of final extension/s will be calculated considering all provisional extensions provided until completion of the work/project.
- 13.4 The Extension of Time with or without Compensation of Delay (COD)/ Liquidated Damages (LD) is subject to the scrutiny of the reason provided & subject to the approval of the Competent Authority of AAICLAS.

14. Compensation of Delay (COD)/ Liquidated Damages (LD)

- 14.1 The amount of Compensation of Delay (COD)/ Liquidated Damages (LD), and waiver of the same in case of justified reasons, shall be decided at the discretion of AAICLAS and the same shall be final and binding on the contractor.
- 14.2 Time taken by AAICLAS for approval, force major reasons and any other reasons beyond control of the contractor shall be considered as justified reasons.
- 14.3 The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with AAICLAS.
- 14.4 Calculation for Compensation of Delay (COD)/ Liquidated Damages (LD):
 - 14.4.1 The Liquidated Damages shall be calculated on the Base value of the Purchase Order.
 - 14.4.2 Recovery Amount shall be calculated @0.5% (half percent) of contract value per week of delay or lesser amount as decided by competent authority subject to maximum of 10% (ten percent)
 - 14.4.3 Compensation of Delay/ Liquidated Damages shall be subject to a maximum value equal to 10% of the Total work/Project Cost
 - 14.4.4 The Recovery Amount thus calculated shall be intimated to the Contractor and shall be recovered from the subsequent bills of the Contractor.

15. Force Majeure

As per GeM Condition

16. Breach of Service Level Agreement (SLA) and Recovery

The parameters of Service Level Agreement (SLA), SLA Targets, and applicable Recovery for breach of SLA shall be as defined under Service Level Agreement Section of the Bid.

- 16.1 The Contractor shall be solely responsible to maintain the SLA(s) for delivery of services.

- 16.2 Thus, the Contractor shall be liable for levy of applicable Recovery for corresponding breach of SLA(s), i.e. not meeting each SLA parameter.
- 16.3 Waiver of Recovery for breach of SLA in case of justified reasons, shall be decided at the discretion of AAICLAS and the same shall be final and binding on the contractor.
- 16.4 Time taken by AAICLAS and local statutory authorities for any approvals, force majeure reasons and any other reasons beyond control of the contractor shall be considered as justified reasons.
- 16.5 Compliance of SLA shall be reviewed quarterly.
- 16.6 The cumulative Recovery Amount calculated thereof at the end of every quarter, including the cost of required corrective measure(s) to resolve the breakdown (if any), shall be intimated to the Contractor and shall be recovered from the subsequent bill amount of the Contractor.
- 16.7 The maximum recovery for breach of SLA parameters shall be capped at 10% of the quarterly billed amount. However, if any particular service is not rendered, or, has been rendered partially, the contractor must reduce the billed amount on the pro-rata basis.
- 16.8 If the recovery amount for any three consecutive quarters work out to be 10%, of the corresponding quarterly billed amount, with or without the application of 10% capping, Performance notice may be issued to the contractor
- 16.8.1 If the situation continues beyond three consecutive quarters, the situation may be treated as a situation of Default and may be dealt accordingly.

17. Termination for default and Risk Purchase

- 17.1 The contract may be terminated, by giving 30 days' written notice to the Contractor, in any/ some/all of the following Situation(s) of Default, if the Contractor is found liable for such Situation of Default.
- 17.2 If a Situation of Default occurs as defined under various Sections of this Bid.
- 17.2.1 If the Contractor fails to perform any obligation under the contract.
- 17.2.2 If the Contractors initiates exit from performance of the work/project, by giving written notice to AAICLAS.
- 17.2.3 If the Contractor becomes insolvent.
- 17.2.4 If an unforeseen situation arises, compelling AAICLAS to terminate the contract.
- 17.3 If the contract is terminated, AAICLAS may take recourse in:
- 17.3.1 Forfeiture of the EMD.
- 17.3.2 Forfeiture of the Performance Bank Guarantee.
- 17.3.3 Blacklisting / debarment of the Contractor as per prevailing AAICLAS/ Government Guidelines, as applicable.
- 17.3.4 Risk Purchase: AAICLAS may resort to provision of the unfulfilled obligation(s) under the Contract from an alternate source. Cost of the same shall be recovered from the Contractor.
- 17.4 The Contractor, however, shall continue to fulfil the contract, to the extent not terminated.

18. Termination for Insolvency

AAICLAS may at any time terminate the Contract by giving written notice to the supplier, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to AAICLAS.

19. Set Off

Any sum of money due and payable to the contractor under this contract may be appropriated by AAICLAS to set off the same against any claim of AAICLAS for payment of a sum of money arising out of this contract made by the Contractor with AAICLAS.

20. Indemnity Clause

Implementation Partner/ Contractor (the "Indemnifying Party") shall protect and fully indemnify the AAICLAS / the buyer and its nominated agencies (the "Indemnified Party") in the following cases:

20.1 General Indemnity:

- 20.1.1 Contractor shall protect and fully indemnify and keep indemnified the AAICLAS from any claims from contractor's workmen/ employees, their heirs, dependents, representatives etc. or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
- 20.1.2 The Contractor shall protect and fully indemnify and keep indemnified the AAICLAS against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction/ implementation and maintenance of Works and against all claims, demands proceedings, damage costs, charges and expenses whatsoever in respect of or in relation there to.
- 20.1.3 Contractor shall be responsible for compliance with all requirements under the laws and shall protect and fully indemnify and keep indemnified the AAICLAS from any claims/penalties arising out of any infringements and indemnify completely the AAICLAS from any claims/penalties arising out of any infringements.
- 20.1.4 The contractor protects and fully indemnify and keep indemnified the AAICLAS against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim.

20.2 IPR Indemnity

- 20.2.1 Contractor shall protect and fully indemnify and keep indemnified the AAICLAS from any third-party claims for infringement of patents, copyright, trademark,

trade secret, license violation or other intellectual property rights of any third party.

20.2.2 If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Deliverables/ Services provided by the Indemnifying Party infringes a copyright, trade secret, patent or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party, even beyond the Contract Value. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:

20.2.2.1 The Indemnified Party's misuse or modification of the Deliverables.

20.2.2.2 The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party.

20.2.2.3 The Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party.

20.2.3 However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either:

20.2.3.1 Procure the right for the Indemnified Party to continue using it

20.2.3.2 Replace it with a non-infringing equivalent

20.2.3.3 Modify it to make it non-infringing

20.3 Indemnity as regards data privacy and data protection:

20.3.1 Contractor shall protect and fully indemnify and keep indemnified the AAICLAS from all claims, damages or compensation for infringement under the provisions of Digital Personal Data Protection Act, 2023.

20.3.2 If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Deliverables/ Services provided by the Indemnifying Party infringes the right to Privacy and Protection of personal data of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party, even beyond the Contract Value. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by

20.3.2.1 The Indemnified Party's misuse or modification of the personal data of any third party.

20.3.2.2 The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party.

20.3.2.3 The Indemnified Party's use of the personal data of any third party in Combination with any information not owned or developed or provided by the Indemnifying Party.

20.4 Conditions for Indemnity:

Without prejudice to the rights of the Purchaser in respect of indemnification for any claim:

- 20.4.1 The Indemnified Party shall inform the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or Otherwise.
- 20.4.2 Immediately upon receipt of notification of any claim from the AAICLAS, the Contractor within a period of 5 days from the date of receipt of such notice from the AAICLAS, notify the AAICLAS whether the Contractor wish to assume the defense concerning such claim (including settlement or resolution thereof). Thereafter, the Contractor shall be entitled in consultation with the AAICLAS, and only to the extent such action does not in any manner compromise, prejudice or adversely affect the interests of the AAICLAS, to take such action as mutually agreed upon by Contractor and the AAICLAS to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification.
- 20.4.3 Notwithstanding anything contained herein, the Contractor and the AAICLAS agree and covenant that a notice by the AAICLAS to the Contractor concerning the claim as aforesaid shall amount to express acceptance and consent by the Contractor to indemnify the AAICLAS for all losses concerning such claim. Upon notice by the Contractor, the AAICLAS shall reasonably cooperate with the Contractor at the sole costs of the Contractor, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the AAICLAS. The AAICLAS shall have the right, at its option, to participate in the defense of such claim.
- 20.4.4 If the Contractor fails to take any action as per the above clause within the period as specified therein, the AAICLAS shall have the right, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties). If the Contractor does not assume control of the defense of such claims (as mentioned above), the entire defense, negotiation or settlement of such claim by the AAICLAS shall be deemed to have been consented to by and shall be binding upon Contractor as fully as though the Contractor alone had assumed the defense thereof and a judgement had been entered into by the Contractor, for such claim in respect of the settlement or judgement.

21. Limitation of Liability

- 21.1 Notwithstanding any other term, there shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property due to gross negligence and wilful misconduct of the other party.
- 21.2 In all other cases not covered by the Para above, the total liability of either party under the terms of the contract shall not exceed the total contract value and in no event shall either party be liable to the other for any indirect, incidental, consequential, special or exemplary damages, nor for any damages as to lost profit, data, goodwill or business, nor for any reliance or cover damages even it was advised about the possibility of the same.

22. Extension of Contract

Subject to satisfactory performance of the Contractor, the Contract may be further extended for next two year upon mutual consent by AAICLAS and Contractor at same rate of 2nd year of CAMC and same Terms & Conditions.

23. Non-Disclosure Agreement

The successful bidder has to sign the Non-Disclosure Agreement after award of work as per the standard format which shall be given by AAICLAS.

Service Level Agreement

1. Introduction

This document details the expected service levels for various services to be provided by the Contractor. Performance of the Contractor services shall be measured against the Service Level Agreements as explained and detailed in this document.

2. SLA Definitions

Below are definitions specific to this SLA document.

2.1 "Downtime" is measured from the time any application/ service becomes unavailable (due to any reason attributable to the Contractor) for business processing to the end user, to the time it becomes fully available for the above stated business processes. Any scheduled outages planned in advance shall be excluded from SLA calculation. Such Downtime shall be undertaken only after prior approval from AAICLAS.

2.2 "Availability": $\text{Availability} = [1 - \{(\text{Total Downtime} - \text{Planned Downtime}) / \text{Total Time}\}] * 100$
Where,

2.2.1 Total Downtime = Total cumulative Downtime, in Hours

2.2.2 Planned Downtime = Total maintenance time / scheduled outages as agreed upon by Contractor and AAICLAS, in Hours

2.2.3 Total Time = Total time in one quarter, in Hours

2.2.4 Period of Measurement: Quarterly

3. Responsibilities of the Contractor

3.1 Contractor is responsible for delivering the services described in Scope of Work document to the performance targets detailed in this document.

3.2 Additionally, Contractor is responsible for:

3.2.1 Reporting problems to AAICLAS Management as soon as possible

3.2.2 Providing early warning of any organizational, functional or technical changes that might affect Contractor's ability to deliver the services described in the SLA.

3.2.3 Immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible.

4. Operations & Maintenance Phase SLAs

Sr. No.	Category/ Component	Metric Type	Target	% Recovery of Quarterly Billed Amount
Availability SLA				

4.1.1	AAICLAS Website	Availability	>=99.9%	0
			<99.9% and	1

Sr. No.	Category/ Component	Metric Type	Target	% Recovery of Quarterly Billed Amount
		Note: For each additional drop of up to 1% in Availability below 95%, additional 1% of the Quarterly Payment shall be levied as additional recovery.	>= 99%	
			<99% and >= 97%	2
			<97% and >= 95%	3
DC/DR Switch-over SLAs (Note: Applicable Only when DR is established)				
4.1.2	RTO (Recovery Time Objective)	Time in Minutes Based on the successful operations from DR Site and restoring the services back. Note: For delay of each additional 30 mins or part thereof after 60 mins, additional 0.5% of the Quarterly Payment shall be levied as additional recovery. Exception: Where the Drill is impacted or delayed due to reasons not attributable to the Contractor, and the Contractor has informed AAICLAS about the same with proper evidences and RCA (whenever applicable).	< 30 Minutes	0
			>=30Mins to <60 Mins	0.5
4.1.3	RPO (Recovery Point Objective)	Time in Minutes Based on the successful operations from DR Site and restoring the services back with no data loss. Note: For delay of each additional 15 minutes or	< 15	0

		part thereof after 30 minutes, additional 0.5% of the Quarterly Payment shall be levied as additional recovery.	>=15 to <30	0.5
Sr. No.	Category/ Component	Metric Type	Target	% Recovery of Quarterly Billed Amount
4.2 Issue resolution SLAs				
4.2.1	Resolution of High Severity Issues	Same Business Day	100% within the defined target	Nil
			>=99% and <100% meeting the target	0.1
			>=97% and <99% meeting the target	0.2
			>=95% and <97% meeting the target	0.3
			<95% meeting the target	1
4.2.2	Resolution of Low Severity Issues	Next Business Day	100% within the defined target	Nil
			>=99% and <100% meeting the target	0.05
			>=97% and <99% meeting the target	0.1
			>=95% and <97% meeting the target	0.2
			<95% meeting the target	0.5

SEVERITY	DEFINITION
High	<p>High severity problems are the one which have a critical business impact. These problems will have any one of the following characteristics:</p> <ol style="list-style-type: none"> 1. Data leak 2. Data theft due to compromise of solution/ Data corrupt/ Data Loss 3. Incorrect behavior of the solution 4. Critical Content Uploading like Recruitment Advertisement, activation of Recruitment Advertisement Link and related functioning bugs
Low	<p>Low severity problems are the one which have a minimal business impact. These problems will have any one of the following characteristics:</p> <ol style="list-style-type: none"> 1. Non Critical Content Uploading 2. Non-critical functionality bug 3. End user issues related to AAICLAS Website and Other Software being used in AAICLAS 4. Cross-Browser compatibility

PQ PROFORMA / CHECK LIST

(To be submitted by applicant along with Bid Application)

Name of work: Migration, Implementation, Hosting of Existing AAICLAS Website on Cloud with 02 years AICMC of Website i/c upgradation

Ref. No.	Details of Bidder & Qualifying Criteria	Particulars	Remarks on Uploaded documents
A	B	C	D
1.	Name and address of the firm / Email Address & Telephone No.	Name: Address: Email id: Contact No.	
2.	<u>Details of Registration</u> Scanned copy of Relevant Proof of incorporation such as Certificate of Incorporation or Memorandum of Association or Partnership Deed etc in respect of above para 1.2	i. Self-attested copy uploaded YES/NO
3.	Details of EMD Scanned copy of EMD OR MSEs valid Registration Certificate	Submitted online in Gem Portal	Signed scanned copy uploaded . YES/NO
4.	Permanent Account No. (PAN)		Copy of PAN card uploaded YES/NO

5.	GST Registration No.		Signed scanned copy uploaded YES / NO
6.	Copy of ISO 27001:2022 certificate for Information Security Management in India		Signed scanned copy uploaded YES / NO
7.	Certificate from clients of having satisfactorily completed three works, each of Rs. 06,16,904/- (Incl. GST) (or) two works each of - Rs. 07,71,930/- (Incl. GST) (or) one work of Rs. 12,33,808 /- (Incl. GST) . In single contract of similar nature i.e. "Development and One year Maintenance of Website" during last seven years last date of month previous to one in which tender is invited	Details of the Three/Two/One work(s) as applicable	
<u>WORK NO. 1</u>			Copy of Client certificate for experience Uploaded (Yes/No)
(a)	Name of Client		YES/NO
(b)	Name of Work		YES/NO
(c)	Stipulated Date of Completion		YES/NO
(d)	Actual Date of Completion		YES/NO
(e)	Completion Cost		YES/NO
(f)	Work Order/ Agreement No		YES/NO
(g)	Copy of Work Order with BOQ		YES/NO
(h)	Screenshot of Website indicating Name of Agency		Yes/No
(i)	Document from client indicating implementation status Client reference with contact details including Email Ids		Yes/No

(j)	URL of website developed by agency		Yes/No
(k)	TDS Amount, if applicable		YES/NO
(l)	TDS Certificate		YES/NO
WORK NO. 2 Copy of Client certificate for experience Uploaded (Yes/No)			
(a)	Name of Client		YES/NO
(b)	Name of Work		YES/NO
(c)	Stipulated Date of Completion		YES/NO
(d)	Actual Date of Completion		YES/NO
(e)	Completion Cost		YES/NO
(f)	Work Order/ Agreement No		YES/NO
(g)	Copy of Work Order with BOQ		YES/NO
(h)	URL of website developed by agency		YES/NO
(i)	Screenshot of Website indicating Name of Agency		Yes/No
(j)	Document from client indicating implementation status Client reference with contact details including Email Ids		Yes/No
(k)	TDS Amount, if applicable		YES/NO
(l)	TDS Certificate		YES/NO
WORK NO. 3 Copy of Client certificate for experience Uploaded (Yes/No)			
(a)	Name of Client		YES/NO
(b)	Name of Work		YES/NO
(c)	Stipulated Date of Completion		YES/NO
(d)	Actual Date of Completion		YES/NO
(e)	Completion Cost		YES/NO
(f)	Work Order/ Agreement No		YES/NO
(g)	Copy of Work Order with BOQ		YES/NO
(h)	URL of website developed by agency		YES/NO
(i)	Document from client indicating implementation status Client reference with contact details including		Yes/No

	Email Ids		
(j)	Screenshot of Website indicating Name of Agency		Yes/No
(k)	TDS Amount, if applicable		YES/NO
(l)	TDS Certificate		YES/NO
8.	<p>TURNOVER:</p> <p>(Annualized average financial turnover equivalent to Indian Rupees Rs. 4,62,678/- during the last three financial years.) Balance Sheet Profit & Loss</p>	<p>Year INR (in Lacs)</p> <p>2022-23</p> <p>2023-24</p> <p>2024-25</p> <p>Average :</p>	<p>i. Copy of abridged Balance Sheet along with profit & loss account of the bidder for the last three years (i.e. FY 2022-23, FY 23-24, FY 24-25)</p> <p>ii.. The documents certified by the Charter Accountant with valid UDIN Number as per Annexure-VIII.</p> <p>YES / NO</p> <p>Self-attested copy uploaded</p> <p>YES / NO</p>
9.	Declaration for genuineness of documents	Agency has to submit a declaration as per Annexure-II of tender provided in check list along with the application for genuineness of documents submitted	<p>Signed scanned copy uploaded</p> <p>YES / NO</p>
10.	Whether experience from private clients?	Non Govt. / Non PSU organizations	<p>If work experience certificate from non-government/ non-PSU organizations.</p> <p>TDS) certificate(s) along with a certificate issued by registered Chartered Accountant, clearly specifying the name of work, total payment received against the work and TDS amount for the work. copy uploaded</p> <p>YES / NO</p>
11.	Annexure-III Unconditional Acceptance Letter		<p>Unconditional acceptance as per Annexure-III, on company letter head</p> <p>YES / NO</p>

12	Annexure-IV Undertaking of Debarment/Blacklisting		Undertaking regarding debarment / Blacklisting, as per Annexure-IV, on company letter head Yes/No
13	Annexure-V Bidder Information		Details of the Bidder Firm/ Company, as per Annexure- V, on company letter head Yes/No
14.	Certificate of Net Worth from Chartered Accountant as per Annexure – VI.		The Net worth Certificate submitted must be certified by the Charter Accountant with valid UDIN Number as per Annexure-VI YES / NO
15	Details of Similar works as per Annexure-VII		Scanned copy of duly signed and stamped Certificate uploaded as per Annexure- VII YES / NO
16	Undertaking for Beneficiary details for RTGS funds transfer asper Annexure-IX.		Scanned copy of duly signed and stamped Certificate as per Annexure-IX uploaded YES / NO
17	Declaration of Land Border Sharing as per Annexure-X		Land Border share Compliance Certificate on company letterhead as per Annexure - X YES / NO
18	Bidders other than proprietary firm shall submit, scanned copy of Authorization Letter/Power of Attorney along with copy of certificate of Incorporation of the Company under Companies Act. showing CIN/LLPIN/Name of Directors of the Company & copy of Board Resolution regarding Authority to assign Power of Attorney. Proprietary firm shall submit scanned copy of Authorization Letter/Power Attorney only if the bid is processed by a person other		Proprietary firm shall submit scanned copy of Power of Attorney or Letter of Authorization if the bid is processed by a person other than proprietor Or Bidders other than proprietary firm shall submit, scanned copy of Authorization Letter/Power of Attorney along with copy of certificate of Incorporation of the Company under Companies Act. showing CIN/LLPIN/Name of Directors of the Company & copy of Board Resolution regarding Authority to assign Power of Attorney

	than Proprietor.		
19	Price /Financial E-Bid as per Annexure-XIII		Uploaded BOQ file duly filled in required parameter. YES / NO
20	Details of any other information		
21	Duly signed Bid Document		YES / NO
22	Annexure – I PQ Performa/Check List		Scanned copy of duly signed and stamped Annexure-I uploaded YES / NO

Signature of the contractor/ Authorized Signatory
With rubberstamp

(On Company Letter Head)

Annexure-II

DECLARATION FOR GENUINENESS OF DOCUMENTS

I, (_____) 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, action for debarment shall be initiated.

Place: _____

Date: _____

Signature of the contractor/ Authorized Signatory with rubber stamp

(On Company Letter Head)

Annexure-III

Performa of Unconditional Acceptance of AAICLAS's Bid Conditions

(To be given on Company Letter Head)

To,

The Bid Manager
AAICLAS Complex
Safdarjung Airport, New Delhi - 110003

Sub: Unconditional Acceptance of Terms & Conditions of Bid

GeM Bid No:

Name of Work:

Dear Sir,

1. I/We have downloaded/obtained the tender documents(s) for the above mentioned work from GeM Portal.
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents, corrigendum(s) and reply to query if any made available to me/us which shall form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. I / We hereby unconditionally accept the tender conditions of AAICLAS tender documents in its entirely/totally for above mentioned work.
4. I/We declare that I/we have not paid and will not pay any bribe to any officer of AAICLAS for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAICLAS asks for bribe/gratification, I will immediately report it to the appropriate authority of AAICLAS.
5. I/We hereby submitted that I/We paid/submitted the required earnest money as per NIT conditions.
6. I/We certify that all information/documents furnished by our Firm is true & correct and in the event at any stage, the information/documents is found to be incorrect/ untrue or found violated, then we shall be liable for debarment from tendering in AAICLAS without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

Date:

Signature with rubber stamp

Performa of Undertaking regarding Debarment/ Blacklisting

(To be given on Company Letter Head)

Gem Bid No:

Name of Work:

I / We (Name and post of authorized signatory) on behalf

Of (Name of Firm) do here by solemnly affirm and declare as follows:

- 1.Our firm is not restrained / debarred/ blacklisted by AAI Cargo Logistics and Allied Services Company Limited (AAICLAS) /AAI/ Ministry of Civil Aviation (MoCA)/ Dept. of Expenditure (DoE), Ministry of Finance and the debarment/ blacklisting/ restraintment is not in force as on last date of opening of Bid (Envelop – I, normally called as technical bid).
- 2.None of Proprietor / Partners / Board Members / Directors of M/s (Name of Firm) has remained Proprietor / Partner/ Board Member/ Director in any firm which stands debarred /blacklisted/restrained by AAICLAS/AAI/ MoCA/ DoE and the department/ blacklisting/ restraintment is not in force as on last date of opening of Bid (Envelope-I, normally called as technical bid).
- 3.Our firm understands that if our firm either debarred before the date of opening of Bid (first bid, normally called as technical bid, in case of two packet/two stage bidding) or debarred before the date of contract by AAICLAS/ MoCA/ AAI/DoE (Department applicable for all Ministers/ Departments), our bid is liable to be rejected at that stage.
- 4.Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAICLAS, apart from any other appropriate contractual legal action including debarment/ blacklisting/ restraintment, termination of the contract etc. As demand fit.

Dated:

[Signature and Name of the authorized signatory of the firm]

Place

(On Company Letter Head)

Annexure-V

Details of the Bidder Firm/Company

S. No.	<u>Details of the Bidder Firm/ Company</u>	
1	Name of the Company:	
2	Name of the Authorized signatory:	
3	Email Address:	
4	Phone No.:	
5	Address for correspondence:	

Date: _____

Yours faithfully,

CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

This is to certify that as per audited balance sheet and profit & loss account during the Financial yearthe Net Worth of M/s.....(Name & registered address of individual/firm/Company) as on(The date of Certificate) is Rs after considering all liabilities. It is further certified that Net Worth of the company has not eroded by more than 30% in last three years ending on **31st March** (the relevant year) Unique Document identification Number (UDIN).....

Name of Chartered Accountant

.....

Signature of Chartered Accountant with seal

.....

Membership of ICAI Date and Seal

* The relevant year shall be the financial year ending 31st March preceding the calendar Year of bid submission or 31st March of the financial year preceding the previous financial Year, if the balance sheet of the previous financial year has not been audited.

(On Company Letter Head)

Annexure-VII

DETAILS OF SIMILAR WORKS

DETAILS OF SIMILAR WORKS SUCCESSFULLY COMPLETED OR SUBSTANTIALLY COMPLETED DURING LAST SEVEN YEARS

S.No	Details of Work	W-1	W-2	W-3
I	Name of work/project and Location			
li	Name and Address of client			
lii	Awarded Cost of work(in Rs. Lakhs)			
lv	Date of commencement as per contract			
V	Stipulated date of completion			
Vi	Actual date of completion			
Vii	Completion Cost/ Actual work done			
Viii	Whether the work was done on back to back basis Yes/No			

**SIGNATURE (S) OF BIDDER (S)
(WITH STAMP)**

FINANCIAL INFORMATION

Name of the firm / contractor.....

1. Financial Analysis - Details to be furnished turnover on IT works with profit / loss as per figure in balance sheet account for the last three years duly certified by the Chartered Accountant as submitted by the applicant to the Income - Tax Department

Fig in lakhs Rs.

S. No.	Particulars	Financial Year (Last three years)		
		FY.2022-23	FY2023-24	FY..2024-25
1.	Turn-Over on IT Works/ services			
2.	Profit / (loss) after Taxes (standalone)			

2. Financial arrangements for carrying out the proposed work.

Unique Document Identification Number (UDIN)

SIGNATURE OF CHARTERED
ACCOUNTANT WITH SEAL

Membership of ICAI Date and Seal

Note: The bidder should give information strictly in above format.

Annexure-IX

(To be submitted by the bidder on letter head of the company along with BID)

For Refund of EMD, following is to be submitted by the bidders

BENEFICIARY DETAILS FOR RTGS FUNDS TRANSFER

Sr. No.	Particulars	Information Required
1.	Name of the Account Holder i.e. Bidder	
2.	PAN/TAN No. of the Party i.e. Bidder	
3.	Name of the Bank	
4.	Address of the Bank	
5.	Bank Account No.	
6.	Type of the Bank Account	
7.	MICR Code of the Bank	
8.	IFSC Code of the Bank	

Note: In addition to above scanned copy of cancelled cheque may please be provided.

(Beneficiary's i.e. Bidder's Name & Signature)

Performa for declaration by bidder for compliance of order on Restriction under Rule 144(xi) of the General Financial Rules (GFRs)-2017

(Scanned copy to be submitted by Bidder in Cover-I on Letter head of Company/Firm)

GeM Bid No:

Name of Work:

Subject – Compliance Certificate

I, the undersigned, _____ (full names), do hereby declare, in my capacity as _____ of M/s. **(Name of Company/Firm)** that:

1) I am competent to swear this undertaking on behalf of M/s **(Name of Company/Firm)**

2) I have read the Order(s) on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order(s).

3) I certify that **(Name of Company/Firm)** **is not from such a country / is from such a country, has been registered with the Competent Authority (strike out whichever is not applicable)**. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered [**Where applicable, evidence of valid registration with the Competent Authority is attached**].

4) I understand that the submission of incorrect data and / or if certificate/ declaration given by M/s. **(Name of company/Firm)** is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Procurement Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Yours faithfully

Date:

Signature with Company Stamp

BOQ**ANNEXURE-XI**

Bidder Name							
S. No.	Description	UOM	Qty.	Unit Rate Excluding GST In To be entered by the Bidder In INR	GST In % To be filled by the Bidder	Total Amount Excluding GST in In INR	Total Amount Including GST in In INR
1	Subhead 1: One Time Migration, Implementation & Hosting Cost as per SOW	Job	1			0	₹ 0.00
2	Subhead 2: CAMC of website, providing support services, upgradation , Providing & Installation of SSL Certificate and Conducting Security Audit through Cert-In Empanelled Agency as per SOW and Tender						
a	First Year (Post Migration & Implementation)	Job	1			0	₹ 0.00
b	Second Year (Post Migration Implementation)	Job	1			0	₹ 0.00
Total Cost							₹ 0.00