



REF:

Date: 23-Jun-23

DISCLAIMER

The information contained in this tender document or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/bidders in any form by AI Engineering Services Ltd., hereafter referred as AIESL, shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AIESL prior to award of the Tender.

The purpose of this tender document is to provide all bidders with the information that may be useful to them in the formulation of their proposals/ bids in response to this tender document. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIESL do not purport to contain all/exhaustive the information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.

The assumptions, assessments, statements and information contained in this tender document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this tender document and shall obtain independent advice from appropriate sources at no cost to Air India.

The information provided in this tender document to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

AIESL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. AIESL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance by any applicant/bidder upon the statements contained in this tender document.

AIESL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender document, from time to time till close date of Tender.

The tender document does not imply that AIESL is bound to select a bidder or to appoint the selected bidder, as the case may be, and AIESL reserves the right to reject all or any of the proposals without assigning any reason whatsoever at any time.

The bidder shall bear any and all its costs associated with or relating to the preparation & submission of its proposal/ bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIESL or any other costs incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the bidder and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation or submission of the proposal, regardless of the conduct or outcome of the bid selection process as contained herein.



Sub: Tender for: A) Hiring of Airside Vehicles, and B) Operation and Management of AIESL leased Vehicles at Mumbai.

AI Engineering Services Ltd (hereinafter referred to as AIESL), invites **TWO DIFFERENT** bids under Two Bid System from eligible bidders (hereinafter referred as Service Provider/Tenderer/Contractor) who meets the Bid Evaluation Criteria as per Annexure A specified in this Tender document for Hiring, Operation & Management of Airside vehicles at Mumbai.

The duration of CONTRACT will be for **two years** from the date of commencement of the contract which is **extendable by one more year** on the same terms and conditions.

The first three months will be trial period during which the contract can be terminated without assigning any reason and liability on either side. (Please refer Annexure C, termination of the agreement, para 14). After the successful completion of three months' trial period, the work order shall be deemed confirmed for the Rest of the tenure of the contract in the event of there will be no adverse entry.

- I. **Name of work/services to be provided:**
Category-A: Hiring of Airside vehicles and
Category-B: Operation and Management of AIESL Leased vehicles for Transportation of AIESL manpower and materials within CSMIA premises and AIESL, Mumbai (Old Airport and NEC) premises.
- II. **Earnest Money Deposit (EMD): Rs. 2,00,000/-** (Rupees Two Lakhs only)
MSME/ Udyog Aadhar and Start up establishments are exempted from submitting EMD as per Govt. of India policy.
- III. **Contract period:** Two years; extendable by one more year.
- IV. **Date & time of pre-bid meeting: 30/06/2023 at 14:30 hrs. (IST) through video conference.**
- V. **Due date & time for bid submission: 07/07/2023 latest by 11:00 hrs. (IST).** Tenders received after due date / time by post/courier/personally shall not be entertained / considered. Tender drop box is kept at Gate No. 1, Air India Security Main Gate, Old Airport, Santa Cruz East, Mumbai 400029.
- VI. **Technical bid opening date & time: 07/07/2023 at 1130 hrs. (IST)**
Financial Bid Opening date & time: Will be intimated to the parties who qualify in the technical evaluation.
- VII. **Venue:** Office of GM-Engg, New Engineering Complex, IInd Floor, Baman wada, near Cigarette factory, Saki Vihar road, Vile Parle(East), Mumbai 400099
- VIII. **Tender fee (bidding document fee):** Not Applicable
- IX. **The bids submitted by the bidder will be valid for a period of 120 days from the date of opening the technical bid.**
- X. **Number of Vehicles required to be positioned: as per Annexure D of this tender document.**

If any of the dates specified above is declared a holiday by AIESL due to unforeseen circumstances, the tender proceedings will be conducted on the next working day

One set of Tender documents containing following Annexure in respect of the above services is enclosed.

Annexure Reference	Details	Page No.
	Tender Guidelines	
Annexure A:	General Terms & Conditions governing this bid	
Annexure B:	Special Conditions governing the functional aspect of the contract	
Annexure C:	Scope of Work	
Annexure D:	Proforma for Technical bid along with Check List	
Annexure E:	Indemnity Bond Format	
Annexure F:	Undertaking	
Annexure G:	Price Bid Format	
Annexure H:	Service Level Agreement	

**Executive Director
For AI Engineering Services Ltd.**



1. TENDER PROCEDURE:

- 1.1. The bidders are advised to download the tender documents from our website www.aiesl.in under the link Tenders.
- 1.2. A pre bid meeting will be held on **30/06/2023**. All interested bidders are requested to attend same to seek clarification, on any, on the Terms of this Tender. Pl forward your company name, name and designation of attendee to the email address given below in para 1.3 to enable us to send the link for VC.
- 1.3. **For any clarification required the following official of AIESL may please be contacted:**
- | | |
|---|--|
| Mr. K.B.Nerkar,
Engr-SS, Grp-B
AIESL, Mumbai.
022-26263251 | Mr. Rupesh More
Engr-SS, Grp-A,
AIESL, Mumbai.
022-26811107 |
|---|--|
- Email: tenders.mumbai@aiesl.in with Copy to dgmie@aiesl.in.**

2. SUBMISSION OF BIDS:

Sr. No	Details
A	Envelope 1- The technical bid covering all details as mentioned in the formats and all enclosures including a copy of the Tender document duly signed and all other supporting enclosures as demanded in the Tender document should accompany the technical bid. The technical bid needs to be necessarily submitted in a separate sealed envelope superscribing the enquiry reference in bold letters with Service Provider's name. • “Technical bid – REF. AIESL/Tender/Airside Vehicles/2023/01 dated 23-06-23.” In addition to that, a pen drive which contains a PDF copy of the Technical bid (and not price bid) document needs to be submitted.
B	Envelope2- The price bid needs to be submitted in a separate sealed envelope superscribing the enquiry reference in bold letters with Service Provider's name either • “Price Bid – REF. AIESL/Tender/Airside Vehicles/2023/01 dated 23-06-23”
C	MASTER ENVELOPE:- Both sealed envelopes Envelope 1 and Envelope 2 should be further sealed in a Master Envelope superscribed "Tender No. AIESL/Tender/Airside Vehicles/2023/01 dated 23-06-23 , with details such as bidder name, address and contact numbers.
D	The bid envelopes shall be submitted at the below address in person or by post/courier so as to reach up latest by 1100 hours of 07/07/2023. Address for bid submission: Gate No.3, New Engineering Complex, IInd Floor, Baman wada, near Cigarette factory, Saki Vihar road, Vileparle(East), Mumbai 400099
E	Tender documents sent through Post or Courier shall be at the risk of the Tenderer and AIESL shall not be responsible for any loss or non-receipt of the said Tender documents or receipt of the same after 11:00 hrs.
F	Tenders received after due date/time shall not be entertained/ considered under any circumstances.
G	The price quoted should be clearly typed /written in figures and words, free from corrections or overwriting. Correction, if any, must be authenticated by the full signature of the person who has signed the quotation.



A. Bid Evaluation Criteria-Technical (BEC-Technical)

To technically qualify in this Tender, it will be necessary, essential and mandatory on part of the bidder to meet the following criteria, **failing which the bidder will stand disqualified.**

1. The Service Provider shall be a limited Company registered under Indian Companies Act, 2013/ 1956 or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India.
2. The tenderer must be a firm having a minimum annual turnover as per the following table during the financial year 2020-21 & 2021-22. (A copy of audited balance sheets and P & L A/c, duly signed & stamped/sealed by the Proprietor / Director / authorized signatory shall be enclosed as proof of above) relating to the business of Various vehicles services and the same shall be clearly indicated in the Technical Bid.

S N	Description	Turnover in Rs. Lakhs (Average of Financial Year 2020-21 & Financial year 2021-22)
1	Total Turnover of both the categories i.e. Category-A: Hiring of Vehicles and Category-B: Operation & Maintenance of AIESL Leased vehicles	1.5 Cr.

3. Bidder has to submit their bids (Technical and Financial) under both the categories in a single response though the bids are invited for two categories and a single L1 bidder is required to enter into two separate contracts in each category.
4. The Tenderer must have PAN No., GST registration No., at the time of Tender application.
5. The Tenderer shall be duly registered with the concerned ESI & PF authorities and other applicable statutes at the time of application of tender. The registrations both under ESI and PF must mandatorily be in the name of the Tenderer only.
6. Only the tenderers, who qualify successfully in the technical bid based on documents submitted and/or inspection of premises (office) and vehicles carried out by the AIESL committee, will be considered for their Price bids, and will be intimated regarding the same.
7. For financial bid evaluation, parties who are qualified in the technical bid will be informed about the date and venue for the financial bid evaluation
8. No intimation shall be sent to the tenderers who do not qualify in the technical bid. No correspondence/communication will be entertained from the tenderer who do not qualify in the technical bid.
9. Other criteria
 - a. The tenderer shall provide all the vehicles with B6 standard or its higher version to comply with the MIAL requirements.
 - b. The Tenderer to attach a copy of a current valid BCAS approval, for an existing contract either with AIESL or its sister concerns or with any other establishment preferably public sector.
 - c. The Tenderer must have experience of minimum 2 years after 01/01/2018 of providing similar auxiliary Services with details of the principal employer and contact person.
 - d. The tenderer should possess an office in Mumbai to facilitate coordination and monitoring the contract. If the L1 party does not have an office in Mumbai they have to establish an office in Mumbai within one month of issuance of LOI.
 - e. Employees of the Service provider should have to undergo AVSEC training and should obtained AEP, failing which appointment of the employees deployed through service provider stands canceled. This is for one time exercise only. This cost will be borne by the Service Provider. Service Provider will also be required to bear the cost of AVSEC Training and AEP passes for replacement/ new appointees.

Necessary documentary proofs in respect of the above requirements shall be enclosed along with the technical bid. In respect of the document enumerated at serial no. c above, the same to be submitted.

B. Bid evaluation Criteria of Technically qualified bidders- Price (BEC-Price)

The overall L1 party shall be decided on the total outgo to the company in respect of Category-A and Category-B.



In the event of tie between bidders, following procedure shall be adopted for the award of contract to eliminate other parties in the following precedence order

- **The relevant experience in the field of providing the Vehicle leasing Services. The higher the experience, higher will be the weightage.**
- **Weightage will be given towards solvency certificate obtained from a nationalized bank for value mentioned. The higher the value, higher the weightage.**

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Annexure-A

General Terms and Conditions

1. 'AIESL' as used in the Tender document means 'AI Engineering Services Limited'.
2. The Service Provider having franchisee/sister concern arrangements can offer only one quote on behalf of all concerns under that arrangement.
3. The "Tenderer", "Bidder", "Service Provider", "Contractor" and / or "Party", as used in the Tender document, shall mean the one who is authorized to sign the Tender Form and submit the quotation in response to this Tender for provision of Hiring, Operation & Management of Airside vehicles.
4. On the date of opening of Tender only the Technical Bids will be opened, and the Financial Bids will be opened at a later date which will be subsequently informed. Financial bids of only those bidders who qualify in the Technical Bid will be opened. Intimation will be sent to those bidders who qualify in the technical bid. No correspondence in this regard will be entertained.
5. Bidders are requested to quote for all services indicated in the price format. Bidding for partial services is liable to be rejected. Conditional bids would not be accepted and are liable to be rejected.
6. Bidders are advised to study the tender document carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender documents with full understanding of its implications.
7. Bids prepared by the bidder shall contain all requisite information along with self-attested supporting documents as per details given in Covering Letter, Annexure 'A', Annexure 'B' and Annexure 'C' and Annexure 'D'.
8. The Tender shall mean the present Tender issued by AIESL for Tender No. AIESL/Tender/Airside Vehicles/2023/01 dated 23-06-2023 for Hiring of Airside vehicles, Operation & Management of vehicles leased by AIESL.
9. The bidders have to send the bids through a courier addressed to:
General Manager-Engineering,
New Engineering Complex, IInd Floor,
Baman wada, Near Cigarette factory,
Saki Vihar Road, Vileparle(East), Mumbai 400099
10. The Technical Bid and the Financial Bid, kept in separate envelopes, will be put in a Master Envelope super scribed with the name and address of the bidder. Bidders will also send an e-mail to tenders.mumbai@aiesl.in with Copy to dgmic@aiesl.in. informing that bids have been forwarded through a courier to enable AIESL to confirm receipt. However, AIESL shall not take any responsibility for non-receipt of bids. Tenders received through hardcopy/ e mail; open envelope will be out rightly rejected.
11. It is further clarified that any individual signing the TENDER or other documents in connection with the Tender must certify whether he/she is signing it as:
 - a. A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - b. A partner of the firm – if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender shall be signed by all the Partners.
 - c. Constituted attorney of the firm, if it is a Company.
 - d. Authorized signatory of the firm.
 - e. The designated lead party in case of a joint venture, consortium, or association.
12. The near relatives of employees of AIESL are prohibited from participation in this Tender. Near relatives are defined as:
 - a. Members of the Hindu undivided family.
 - b. Their husband or wife
 - c. Relatives in the manner as father, mother, son(s), son's wife, and daughter(s), daughter's husband, brother(s), brother's wife, sister (s) and sister's husband.
13. Any company blacklisted by AIESL or its group companies in the last three years prior to the date of Tender is prohibited from participating in this Tender.
14. The intending Tenderer shall visit the site at their own cost and make themselves thoroughly acquainted with all the information necessary including contingencies, risks, and other information to enable them to prepare a proper offer against this Tender.
15. None of the contractor's employees at present or in future will be entitled to claim any sort of employment in Air India Engineering Services Limited.
16. The price bids have to be completed in all respects & no representation whatsoever will be entertained by AIESL for inclusion of any other cost after the opening of the bid.



17. The bid shall be prepared by the “Sole Bidder” and shall be sent to AIESL directly. AIESL reserves the right to reject offers made by intermediaries/representatives.
18. All bids received against this Tender, from bidders who submit their bid based on the Tender document downloaded from the web site, shall be evaluated as per the Bid Evaluation Criteria -Technical/price provisions of the Tender document.
19. Issue/submission of Tender form does not necessarily mean that the Tenderer is an eligible Party.
20. Bidder shall give the official mailing Address / Fax Number / email address to which all correspondences shall be sent by AIESL. Also if there is change in address, the same shall be intimated to AIESL immediately.
21. When deemed necessary, AIESL may seek clarifications on any aspect from the Bidder. AIESL reserves the right to annul the tender process and reject all bids at any time prior to the award of Contract without incurring any liability to the Bidder(s) or without any obligation to inform the Bidder(s) of the grounds for its action.
22. Any notice by one Party to the other pursuant to the Contract, shall be sent in writing/ email to the address specified for that purpose in the Contract.
23. In the event of default in providing services, AIESL reserves the right to cancel the order and to claim damages from the successful Bidder, and also reserves the right to award the contract to another vendor at the cost and risk of the successful bidder.
24. **ZERO DEVIATION**
Bidder is advised to quote strictly as per terms and conditions of Tender document and not to stipulate any deviation/exceptions / conditions. This is a zero deviation Tender. If at all any conditions are stipulated the bids will be summarily rejected.
25. Bidder to note that any deviation to following clauses of Tender documents shall lead to rejection of their bids:
 - a. Firm Price for three years.
 - b. Scope of Work
 - c. Special Conditions of Contract
 - d. Service Delivery Schedule
 - e. Period of validity of Bid
 - f. Performance Bank Guarantee/ Security Deposit
 - g. Guarantee of work / Services / equipment
 - i. Service level agreement
 - j. Arbitration / Resolution of Dispute
 - k. Force Majeure
 - a. Statutory Compliance to Applicable Laws
 - m. Registration of PF & ESIC in the name of Firm
 - n. Indemnity Bond on non-judicial stamp paper of Rs.200/-duly notarized as per Annexure E as and when required.
 - o. All the pages of the Tender document must be mandatorily signed and stamped by the authorized signatory and along with the supporting documents as asked in the technical bid.
 - p. All documents in support of the Tender must be submitted in accordance with the checklist as per Annexure D.
 - b. Any other condition specifically mentioned in the Tender documents, non-compliance of the clause thereof shall lead to rejection of the bid.
26. **Pre-bid meeting**
 - a. The purpose of the pre-bid meeting shall be to clarify issues and to answer questions on any matter related to tender that may be raised at that stage.
 - b. The pre-bid meeting shall be held on **30/06/2023 at 14:30 hrs.** The meeting shall be held through video conference.
 - c. Text of the questions raised and the responses given, together with any responses prepared after the pre-bid meeting, shall be transmitted without delay (without identifying the sources of the question) to all participants to the pre-bid meeting. Any modification in the bidding documents listed in Tender that may become necessary as a result of the pre-bid meeting shall be made by the AIESL exclusively through the issue of an Addendum / Corrigendum separately and shall be available for download from our website.
 - d. Non-attendance by the proposed Tenderer in the pre-bid meeting shall not be a cause for disqualification of the said proposed Tenderer. Addendum and/or Corrigendum, if any, to the Tender document, shall be hosted on the website subsequent to the pre-bid meet which shall be referred and taken into consideration by all the parties irrespective of their presence in the pre-bid meet.



- e. Interested bidders who desire to attend the pre-bid meeting may send the mail to tenders.mumbai@aiesl.in with Copy to dgmie@aiesl.in with clear mention of the subject as “**Tender for Hiring of Airside Vehicles, Operation & Management Services of Vehicles leased by AIESL at Mumbai.**”
27. **Earnest Money Deposit (EMD):**
The Tenderer shall furnish along with Technical Bid, Earnest Money (EMD) of
a) Rs.2,00,000/- (Rupees Two Lakhs only) for Hiring of Airside vehicles and
b) Rs.2,00,000/- (Rupees Two Lakhs only) for Operation and Management of AIESL Leased vehicles.
MSME/ Udyog Aadhar and Start up establishments are exempted from submitting EMD as per Govt. of India policy.
In the form of a crossed Bank Demand Draft drawn on any Nationalized / Scheduled Bank in favour of “AI Engineering Services Limited”. The said Earnest Money so submitted along with the Tender is refundable in case of unsuccessful bidders.
a. Tenders received with lesser EMD shall be rejected.
b. Tenders received without EMD shall be summarily rejected (other than parties meeting the exemption criteria as per clause 16)
c. EMD so deposited shall not carry any interest.
d. In case, the successful Tenderer refuses to accept the LOI /Work Order/Service Level Agreement or fails to abide by any terms of the Tender / fails to commence the work within the stipulated time, the EMD of such successful bidder shall be forfeited.
e. In case of a successful Tenderer, EMD can be adjusted against Security Deposit / Performance Guarantee and difference, if any, shall be paid to the other by either party.
f. In case of technically disqualified Tenderer, EMD shall be refunded without interest, after the opening of the Price bids. In the case of unsuccessful Tenderers who do not qualify in the Price bid, EMD shall be refunded by AIESL without interest, within a reasonable period after finalization of the Tender and acceptance of the LOI by the successful Tenderer.
g. EMD shall be forfeited in case the party withdraws their Tender offer at any stage of the Tender process.
h. EMD shall continue to be in full force and effect till the time that the security deposit is provided by the successful Tenderers to AIESL.
28. The firms registered with NSIC/ SSI (under its Single Point Registration Scheme)/ Udyog Adhar/ MSME/ Startup shall be exempted from the payment of earnest money deposit provided they are registered for the services that they intend to quote for and provide against the concerned AIESL Tender. Such firms are required to provide an attested copy of the Certificate of Registration with NSIC / SSI/ Udyog Adhar/ MSME/ Startup.
29. Bidder(s) are advised to quote strictly as per the terms and conditions of the Tender documents and not to stipulate any deviations/exceptions/inclusions. Once quoted, the Bidder shall not make any subsequent price change after due date and time of submission of the bid. Price changes through any other mode shall render the offer liable for rejection and if indicated with the word **negotiable** shall also be as well summarily rejected.
30. **Mode and method for Submission of Bids:**
The offer shall be submitted in two bid formats. A. **Technical bid** and b. **Price bid** as detailed in para 2 mentioned on page 3 in this tender document.
31. If Tender Opening/Closing date is declared a Holiday by Mumbai Office of AIESL due to unforeseen circumstances, the last date of Submission/Opening of the Bids shall automatically stand extended correspondingly same hours of the next working date.
32. All bidders are required to submit the supporting documents along with the Tender copy duly signed and stamped by an authorized representative of the Tenderer. In the event of any document not being submitted, please note AIESL shall not seek confirmations/clarifications/documents or explanations. Any bid that is not in line with conditions/requirements specified in the Tender shall be liable for rejection. Bidders are requested to go through all the clauses of this Tender carefully and then submit the supporting documents strictly as per the checklist enclosed in the Tender document.
33. AIESL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.
34. AIESL reserves the right to allow Purchase preference to SSI /NSIC/Udyog Adhar/MSME/ Startup registered firms or Public Sector Undertakings as admissible under the prevailing policy of Govt. of India.
The following requirements **shall be strictly complied** with by the Tenderer:
a. The tenderer shall initial all the corrections if any.
b. Tenderer shall number, sign and stamp all pages of the Tender document and all the enclosures accompanying the Technical Bid/Financial Bid document before submission of the Tender.
c. The Tender shall be accompanied by a certified true copy of the power of attorney.



- d. The Tender documents together with Annexures/enclosures are to be submitted along with technical bid excluding Annexure G (Price Bid).
35. **Rejection of Bids – Technical and Price:**
The response to the Technical Bid and Price Bid shall be rejected forthwith without being evaluated as per the norms of the Tendering process on the following grounds:
- The bidder has to submit the Bids through courier. Bids received by mail or in open envelopes will be out rightly rejected.
 - Tenders received without required information and relevant documents as per the Technical Bid are liable to be rejected. However, AIESL reserves the right at its sole discretion to seek whatever information, documents etc. from the bidders as it may consider necessary for the purpose of the technical evaluation.
 - In case of any variation, in the documents / data declaration submitted by the Bidder in support of the Technical Bid and in comparison, with the original documents, the Bids of such Bidder would be out-rightly rejected and would be disqualified during technical evaluation of Tender and EMD would be forfeited.
 - Conditional Bids are liable for rejection. Decision of AIESL in such case shall be final and binding.
 - If the price indicated in the Price Bid is Conditional.
 - If the Bid has been received without the undertaking of acceptance of all terms & conditions.
 - If any price indication is given in Technical Bid.
 - Bids from Agents / Brokers /sub-contractors will not be considered.
 - If bidder quoted for partial services.
 - The above list is only illustrative and there can be other relevant grounds of rejection of Bids.
36. Queries from the Tenderer during bid evaluation
- In case, any clarification is required with regards to Tender, the same may be obtained from AI Engineering Services Limited before the Technical bid opening on email tenders.mumbai@aiesl.in with Copy to dgmie@aiesl.in .Please ensure it carries **the subject Provision of Hiring of Airside vehicles, Operation & Management of vehicles leased by AIESL .**
Please note that queries shall not be entertained by AIESL after pre-bid meeting and technical bid opening.
 - During the process of the evaluation of bids, no queries shall be entertained from the Tenderer with regard to the status of the evaluation. If required, the Tender committee members of AIESL shall visit the premises of the Tenderer to verify all the supporting documents provided.
37. Technically Disqualified Bids: Price bids of the technically disqualified Tenderers would be returned **“as is where is” basis after 10 days of the opening of technical.**
38. Extension of due date: The Due date/time of submission of Tender and opening of Technical Bids may be extended at any time, at the sole discretion of AIESL and the details of changes, if any, shall be hosted on our website.
39. Due / Last date for submission of the Tender: Last/due Date for submission of Tender is on **07/07/2023** latest by 1100 hrs. (IST) in Tender drop box is kept at Gate No. 3, New Engineering Complex, IInd Floor, Baman wada, Near Cigarette factory,Saki Vihar Road, Vile Parle(East), Mumbai 400099.
40. Date of opening of the Tender: Date of opening of Tender is on **07/07/2023 by 1130 hrs. (IST)**The meeting shall be held through video conference. Interested bidders who desire to attend the pre-bid meeting may send the mail to tenders.mumbai@aiesl.in and cc to dgmie@aiesl.in as to forward a meeting link to them.
41. The tenderer shall give the official mailing address, email id to which all correspondences shall be sent by AIESL. Also if the address is changed, the same shall be intimated to AIESL immediately.
42. The Tenderer shall submit its price bid quote including the rate and amounts in figures as well as in words. The language for filling Tender Document shall be in English only. The amount for each item shall be marked out with the relevant total.
43. When there is a difference between the rates in figures and words, the amount which stated in words and the rates which correspond to will be considered.
- When the amount of any item is not worked out by the Tenderer or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Tenderer in words shall be taken as correct.
 - When the rate quoted by the Tenderer in figures and words tallies but the amount is not worked out correctly, the rate quoted by the Tenderer shall be taken as correct and not the amount
 - All rates shall be quoted on the proper form of the Tender alone. Special care shall be taken to write the rates and amount in figures as well as in words. The total amounts shall be written in figures. In case of figures the words “Rs.” Shall be written before the figures of rupees and words “paise” after the decimal figures, e.g. Rs.2.15 paise and in case of words, the word “Rupees “shall



precede and the word “Paise” shall be written closely following the amount and it shall not be written in the next line.

44. Any communication by one Party to the other, pursuant to the submissions made in respect of this tender shall be sent in writing to the address specified for that purpose in the Tender document.
45. **Price Negotiation:** As it is not the general norm for AIESL to carry out price negotiations following evaluation of the price Bids, the Tenderer is advised to submit their best quotes in response to this Tender. AIESL however, reserves the right to carry out negotiations in exceptional cases with the Tenderer who has been evaluated by AIESL as having offered the lowest bid in response to the Tender.
46. **Award of LOI, Acceptance, Commencement, Work Order and Service Level Agreement:** The award of Contract shall be subject to fulfillment of the conditions enumerated in this Tender document:
 - a. The Tenderer has to convey acceptance of LOI (Letter of Intent) **within 7days** of receipt of Letter of Intent.
 - b. The Tenderer has to submit the security deposit /performance guarantee amount **within 15 days** from the acceptance of LOI. Please refer for details in Annexure C – Clause 2.
 - c. The Tenderer has to deploy personnel for the job within 30 days after acceptance of LOI.
 - d. The Work order shall be awarded to the successful party **within 45 days from the date of acceptance of LOI.**
 - e. **The successful Tenderer has to execute a Service Level Agreement of Terms & Conditions as per Annexure I on a non-judicial stamp paper of Rs.200/- within 45 days of his acceptance of the LOI, which shall be notarized after duly obtaining the signature of the Principle Employer. The cost of the Stamp Paper and notarization shall be borne by the Successful Tenderer on his own.**
 - f. The contracts may be awarded as per requirement projected in Annexure C.
47. **Fraudulent practices:** AIESL requires that bidders/contractors observe the highest standard of ethics during the bid and execution of contracts. In pursuance of this AIESL defines, for the purposes of this provision, the terms set forth below as follows
 - a. **“corrupt practice”** means 1) offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process or 2) save and except as permitted engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement/Work Order as the case may be any person in respect of any matter relating to the Project or the LOI or the Agreement/Work Order who at any time has been or is a legal, financial or technical advisor of the Company in relation to any matter concerning the Contract of anything of value to influence the action of a public official in the procurement process or contract execution;
 - b. **“Fraudulent practice”** means a misrepresentation/board of director is same/omission/suppression/disclosure of incomplete facts in order to influence the tendering process. Forging in order to influence a procurement process or the execution of a contract to the detriment of the AIESL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the AIESL of the benefits of free, fair and open competition.
 - c. **“Coercive Practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the tendering process.
 - d. **“Undesirable Practice”** means 1) establishing contact with any person connected with or employed or engaged by the Company with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tendering process or 2) having a conflict of interest and
 - e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among bidders/prospective Service Providers with the objective of restricting or manipulating a full and fair competition in the Tendering Process.
 - f. shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
 - g. Shall declare a firm ineligible and put on holiday, either indefinitely or for a stated period of time if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
 - h. Shall rescind the contract forthwith, in case of successful bidder adopting fraudulent/forgery/corrupt practices during the currency of the contract.
 - i. Intentionally blank
48. **Errant Bidders**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by them in bidding or withdrawal of bid or varying any term in regard thereof leading to re-Tendering, AIESL shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from



- participation in re-Tendering of the same job(s) as well as against any Tender enquiry for any service sought by AIESL or its subsidiaries at all locations.
49. **Black listing conditions** – The party/ board of director (whose name is common) shall be black listed from participating in any Tenders floated by AIESL for next six years, in case the Tenderer:
- Adopts fraudulent practices as cited above in clause 36 and against errant bidders as specified in clause 37.
 - Withdraws after award of the LOI/Work Order and fails to commence within the specified stipulated period and perform the contractual obligations during the currency of the contract.
 - Negative feedback from AIESL and its Group of companies.
 - Doesn't declare the blacklisting / debarring from any company.
50. **Price Bid Validity**
The price bid offered by the party shall be valid for 120 days from the date of technical bid opening. Any bid whose validity is less than 120 days shall be summarily rejected and such Tenderer shall not take further part in the Tender process.

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Annexure-B

The Terms and conditions that shall govern the functional aspect of the contract are as follows:

1. Rate and Validity:

i. **Inclusions**

The rates offered/ finalized/ agreed by the Tenderer shall be inclusive of all the costs thereon incurred to deliver the services as per the work scope subject to exclusions mentioned below. The amount quoted to be such that operation/execution of the contract can be sustained.

c. **Exclusions**

- a. The airport / MIAL charges as applicable to AIESL shall be reimbursed against copy of proof of payment duly endorsed by the Authorized signatory of the service provider along with copy of bill from the concerned agency to value component as applicable to corresponding airport areas only.
- b. The GST on applicable rates is **excluded**. This would be reimbursed separately by AIESL on production of receipt as proof of payment for the previous month GST amount.
- c. Any other tax as per Government laws including Royalty as and when made effective after the due date of the Tender.

d. **Validity & Extension:**

- a. Rates finalized and agreed shall remain firm during the full Contract period. No request shall be entertained for increase of rates during the validity of the Contract and extensions.
- b. Subject to 'c' below the Contract shall be awarded for a period of two years from the date of commencement of the Contract.
- c. The first three months of the Contract may be treated as a trial period, during which, if the services rendered by the **successful Service Provider** are found to be unsatisfactory/not in the standard required to be maintained as per AIESL's requirement, the contract shall be terminated by AIESL immediately, at its sole discretion.

2. Security Deposit / Performance Bank Guarantee

- i. The successful Tenderer, on award of LOI/Work Order shall deposit, and continue to maintain for the entire period of Contract plus three months thereafter, a sum equivalent to 5% of the annual value of Contract as estimated by AIESL, an unconditional and irrevocable Security Deposit/ Performance Guarantee in the form of Demand Draft/Pay Order/Bank Guarantee from a Scheduled/ Nationalized Bank within 15 days from the date of acceptance of LOI.
- ii. The Security Deposit/ Performance Guarantee must be deposited prior to the time of commencement of the works.
- iii. In case, Security Deposit/Performance Guarantee are not deposited in time, the bills shall not be processed for payment till the security deposit is made good.
- iv. In case of breach of Contract or violation of any terms of the Contract the Security Deposit/Performance Guarantee shall be forfeited/bank guarantee be invoked.
- v. Such Security Deposit/Performance Guarantee shall not bear any interest and shall be refunded without interest only on successful completion of the awarded work and on fulfilling of all Contractual obligations after a claim period of 3 months.
- vi. In case of Bank guarantee the validity shall be to full validity period plus 3 months, the same shall be returned after successful completion of the contract and on fulfilling of all Contractual obligations after the claim period of three months.
- vii. In case of partial or total encashment of Security Deposit by AIESL, the Successful Tenderer shall reinstate the Security Deposit to its original level within 10 days, failing which the Contract may be terminated by AI Engineering Services Ltd. in its sole discretion.

3. Execution of Works:



- a. The successful Tenderer must convey acceptance of LOI in writing within 7 days from the receipt of LOI.
 - b. The successful Tenderer shall be required to commence the services within 30 days from the date of acceptance of LOI.
 - c. The successful Tenderer must execute a Service Level Agreement of Terms & Conditions as per Annexure H on a non-judicial Stamp Paper of Rs.200/- within 30 days of his acceptance of the LOI, which shall be notarized after duly obtaining the signature of the Principal Employer. The cost of the Stamp Paper and notarization shall be borne by the successful Tenderer on his own.
4. **Undertakings:** The Tenderer shall provide the undertaking along with the acceptance of LOI as detailed below:
- a. The Tenderer shall have the registrations and licenses under all the applicable local and central taxes/ laws and to be specified separately under each applicable tax/ law/ Act (i.e. GST/ Income Tax Act/ Customs Act etc.) shall be produced forthwith for verification/checking of AIESL or to a third Party authorized by AIESL/ agencies of Govt. of India.
 - b. The Tenderer shall ensure that the work as per the work scope specified will be executed to the satisfaction of AIESL.
 - c. The Tenderer must give an **undertaking** along-with the Technical Bid that within 10 days from the receipt of LOI (letter of intent), they shall obtain if applicable, Form-V from AI Engineering Services Ltd and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority. In the event of the Service Provider not being covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, the Service Provider shall obtain a letter from the concerned labour authorities confirming the same.
5. **Indemnification**
- a. The successful Tenderer shall indemnify AIESL against third party claims arising out of acts and deeds on the part of Service Provider's personnel deployed for the work. The successful Tenderer shall also indemnify AIESL against any loss or damage by its personnel to AIESL personnel or property including machinery, equipment, or buildings. In case, any such amount is not deposited/paid to AIESL, the same shall be deducted from Security Deposit/Bills/Future payments due to the successful Tenderer.
 - b. In the event, AIESL pays or is made responsible to pay the compensation for/towards non-compliance of statutory and labour provisions/any other reason, the successful Tenderer shall indemnify and keep indemnified AIESL to the full compensation in this regard.
 - c. In case of injury or loss of AIESL staff due to any act or deed of successful Tenderer's employee or due to an accident, the successful Tenderer shall arrange to pay AIESL employee or AIESL employee's legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful Tenderer. The legal costs shall also be borne and paid by the successful Tenderer.
 - d. The Tenderer shall indemnify against any clauses elsewhere as referred to in this Tender document which specifies so.
 - e. **In case of any financial liability/ Fine imposed upon AIESL of any nature whatsoever, the service provider shall be liable to make the said liability good forthwith failing which AIESL shall have the right recover the said amounts by withholding payments/forfeit deposits/ recover from amounts payable to service provider along with any penalty and interest thereof.**
6. **Claims for Damage / Loss**
- a. AIESL shall promptly notify the Tenderer of any claims/deficiency on the part of the tenderer arising under/out of the Contract.
 - b. In case the Service Provider, having been notified by AIESL, fails to take remedial action within the stipulated time as advised, AI Engineering Services Limited may take a remedial action without any further notice, at the Tenderer's risk and cost. AIESL shall also levy damages/terminate the Contract



without prejudice to any other rights which AIESL may have on the Tenderer under the service Contract.

c. **Compliance of Security regulations:**

- a. The successful Tenderer shall ensure compliance and shall be solely responsible to adhere to all the safety and security regulations of AIESL, or any other agency like MIAL etc. for personnel and vehicles deployed by them.
- b. The successful Tenderer shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies/Legal Authorities from time to time, with regards the provisions of services. As well all such clearances/licences shall be current.
- c. The successful Tenderer shall provide to AIESL all personal details (name, father's name, age, permanent address & present address) along with passport size photograph, of its employees, and proof of age and educational qualifications who shall be working under this contract at the respective airports and shops/ plants/ hangars located at NEC/ OAP, wherever necessary. AIESL shall arrange to issue a letter of intent (LOI) on the Successful Service Provider before the release of formal Work Order to enable the Service Provider to apply for the Entry Pass in time before the commencement of this contract. Any violation of security regulations and indulging in illegal activities including but not limited to smuggling/ theft/ act of sabotage/ pilferage of property by successful Tenderer's personnel shall be at the cost / risk of successful Tenderer and shall be liable for all the legal consequences thereof.
- d. The successful Tenderer shall ensure a prior verification of character and antecedents of its personnel from local/ Mumbai Police (Police clearance certificate) before deployment, in AIESL as it is a "protected industry" and Airport Hangar as "protected area", wherever necessary. Every employee's photograph, copy of Police verification of character and antecedents are to be furnished to AIESL Security along with an undertaking to bear the cost and risk in case of adverse situations arising out of their personnel/ and their act. It shall be successful tenderer's responsibility to submit/ surrender the Airport Entry Passes (AEP) of its employees immediately to AIESL when demanded.
- e. The personnel so deployed must be in possession of photo identity cards provided by the successful Tenderer under its signatures, company's name, and seal apart from Entry Passes issued by AIESL for entry to be shown if and when demanded by AIESL's officials.
- f. The successful Tenderer shall have a system to issue/ retrieve AEP/ Entry Passes to/ from their employees while they report or leave the AIESL/ premises, to ensure that their employees are not misusing the AEP/ Entry Passes.
- g. The successful Tenderer shall have a system to surrender the Expired/ Lapsed/ Terminated Entry Pass of its employees to the issuing authority.
- h. **On award of contract, the successful bidder shall arrange Airport Entry Passes for its personnel from BCAS at its own cost. The successful bidder's employees entering the aircraft/ tarmac shall always carry valid passes/ permits issued by BCAS.**
- i. **The successful bidder shall also arrange for Airport Vehicle Permit (AVP) for the leased vehicles along with the Aerodrome Drive Permit (ADP) for the Operators/Drivers of these vehicles. The charges for Airport Vehicle Permit (AVP) will be paid by AIESL.**
- j. Any lapse noticed on the part of any employee of successful Tenderer involved in theft/pilferage/malpractices shall be inquired into by AIESL Security/other officials and suitable action including legal proceedings shall be initiated for breach of contractual liability along with penal provisions of various laws.
- k. AIESL reserves right to impose penalty on the successful tenderer apart from AIESL's right to take appropriate legal action.
- l. The successful tenderer shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies/ Legal Authorities including MIAL and BCAS from time to time, with regards the provisions of services.



- e. It shall be the responsibility of the successful tenderer to ensure that no unauthorized personnel other than those deployed by it specifically for the services, gains access to the Airport premises where and when the services are to be provided.
- f. The successful bidder at its own cost shall obtain security clearance to comply with requirement of Rule 92, of Aircraft Rules 1937 (amended in 2009) from the BCAS Hqrs., before commencement of the work.
7. **Payment:** All payments to the successful Tenderer by AIESL for the services rendered by it shall be subject to the following compliances by it: -
 - a. Payments with respect to hiring:
 - i. The bills addressed to respective administrative section of user division (to be notified after awarding contract) will be submitted monthly along with the trip details of usage of vehicle in KM duly certified by the respective user division where vehicles are attached.
 - ii. AIESL will make payment of the undisputed amount on monthly basis by ECS within 60 days of the submission of the bills after due certification by the authorized personnel.
 - iii. **The cost of extra running beyond the envisaged kilo meter of the respective vehicle per month shall be payable only if the actual operating KM of all vehicles of an operator exceeds the cumulative envisaged KMs of the subject vehicles considered.**
 - iv. No advance payment shall be admissible under any circumstances.
 - v. TDS shall be deducted by AIESL from the payment made against the bills, as per the applicable laws. The Tax deduction at source (TDS) shall be deducted as per the provisions of Income Tax Law, as amended from time to time and a certificate to this effect shall be provided to the service provider by AIESL.
 - b. Payment with respect to Operations & Management.
 - i. Payment will be made within 60 (sixty) days from the date of service offered / original invoice, whichever is later. However, if a Successful Bidder is a MSME Unit, then the payment will be made within 45 days from the date of receipt of the original invoice for payment.
 - ii. Payment will be made preferably through ECS (Electronic Clearance Service) mode for all undisputed amounts. Cheque will be issued only in the absence of ECS. (Successful bidders will have to provide the Bank details and a photocopy of a cancelled cheque for our reference and records)
 - iii. The following Bank details for reference and record are to be provided by all Bidders including the Successful Bidder for the ECS mode of transfer:
 - Account Name,
 - Name of the Bank
 - Branch Name
 - Account Number
 - Bank Code/MICR No.
 - IFSC Code
 - iv. TDS shall be deducted by AIESL from the payment made against these invoices, as per the applicable laws.
 - v. EMD amount will also be refunded to the above account of the Bidders (including the Successful Bidder) through ECS mode of payment.
 - vi. If such details for refund of the EMD, are wrongly provided, AIESL shall not be liable to any Bidder/Successful Bidder, for any loss caused on account of the same.
 - vii. Payment shall be affected for the Services rendered as applicable as per the Terms and Conditions of the Contract.

8. **Penalty/ Damages:**

- A) Penalty with respect to Hiring of Vehicles.



- i) Providing prompt, punctual, efficient, safe, courteous, and quality service is the essence of the contract. In case of non-compliance of the terms & conditions of the contract, following operational penalty shall be recovered from the monthly bill/ bank guarantee:
- ii) Vehicle not available to AIESL for any reason attributable to Service Provider would be penalised with a penalty of Rs. 500 per Hr.
- ii) Penalty if any, shall be deducted from the future / pending bills of the contractor. In case the amount recoverable is more and not made good by way of deductions from the bills, the security deposit shall be forfeited to recover the amount due.

B) Penalty with respect to Operations & Management.

- i) Timely service as per requirement of user department is essence of the contract. In case of failure on part of the service provider to comply with any one or more of the terms of the contract, the applicable penalty clause /s listed below shall be invoked.
- ii) Personnel of the service provider deployed found indulging in illegal / antisocial activities or intoxicated etc. while on AIESL duty is not permissible and should be replaced. A penalty of Rs 5,000/- per incident shall be levied.
- iii) If vehicle is not available due any reason such as drivers not provided, fuelling not done etc, which are attributable to the service provider Rs.500 per Hr. of non-availability.
- iv) Vehicle not clean will attract penalty of INR 200/ incident.
- v) The penalty if any levied shall be recovered from the monthly bills. In case the amount recoverable is more and not made good by way of deductions from the bills, the security deposit shall be forfeited to recover the amount due.
- vi) Without any prejudice to the above penalty clauses, AIESL reserves the right to take all the remedial actions provided under the Law in case of non- fulfilment of contractual obligations by the service provider.

9. Recovery of Sum Due:

- a. As per the contract entered between AIESL and the successful Tenderer, if any sum of money is recoverable from the successful Tenderer, AIESL shall be entitled to recover such sum by appropriating in part or full of the Security Deposit already deposited by the successful Tenderer or from their outstanding bills.
- b. In the event of the Security Deposit being insufficient, the balance or the total amount recoverable, as the case may be, shall be deducted from any sum due to the successful Tenderer, under this, or any other contract between the successful Tenderer and AIESL. Also, shall this amount be insufficient to cover the said full amount recoverable, the successful Tenderer shall pay to AIESL the balance amount, if any, within 30 days of the demand made by AIESL.
- c. If any amount due to the successful Tenderer is so set off against the said Security Deposit, the successful Tenderer shall have to make good the said amount so set off to bring the Security Deposit to the original value immediately, and in any event, not later than 10 days of the depletion of the original value.
- d. AIESL reserves the right to recover from the successful Tenderer's periodical payments, for any loss or damage caused to plant/equipment/machinery/building or any other property of AIESL by negligence or due to any other reason of successful Tenderer's employees, whatsoever.

10. Termination of Agreement: -

- a. AIESL may at any time terminate the Contract with immediate effect by giving written notice to the Bidder, if Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to AIESL. In this case no compensation shall be made available to the bidder.
- b. AIESL may at any time terminate the Contract with immediate effect by giving written notice to the Bidder, if Bidder is unable to process AEP/ADP for his personnel due any reason.
- c. In case of unsatisfactory performance or breach of any of the clauses of this contract, AIESL would issue a notice of 30 days to the party to rectify the breach and improve the performance failing which



AIESL shall be at liberty to terminate the agreement by providing 30 days written notice to the party. The party shall not have any right to dispute or question the judgment of unsatisfactory performance of the party.

- d. If there is a change in AIESL's requirement or if the need of the tendered services no longer exists due to the change in operational requirements or change in the policy of Airport where the services are provided, the Purchase Order shall be terminated by AIESL with 30 days written notice. The successful tenderer shall also be at liberty to terminate the contract by providing to AIESL 30 days written notice. In such event, the terminated party shall have no right to claim compensation/damages etc from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligation arising out of the agreement till the termination.
- e. In case the successful bidder does not commence the services against the contract awarded within 30 days from the time of the issuance of contract date, then the successful bidder shall be debarred from participating in re-tendering, if any of the same tender.
- f. AIESL reserves the right to terminate / cancel the contract/order partially or fully without notice in case of major violations of the terms of the contract by way of criminal actions, fraud, misbehaviours, sexual assault, serious thefts, security related issues etc.
- g. In event, L1 is unable to commence the services or terminated during the trial period, AIESL reserves the right to appoint L2 vendor, provided L2 vendor matches the rates of L1 vendor on same terms and conditions of this tender.

11. Interpretation:

In the event of any difference in the interpretation of any of the clauses of the Service Contract/Agreement and/or the Tender documents, the clarification given by General Manager-E, AIESL, Mumbai, shall be final and binding.

12. Subcontracting:

Subcontracting/Franchising in any form is strictly prohibited. In case, it is found that the Tenderer has resorted to subcontracting/franchising in any form, the AIESL reserves the right to terminate the contract, forfeit the security deposit or invoke bank guarantee & initiate legal action at the cost & risk of the Tenderer.

In case of failure to carry out the job to the satisfaction of GM (Engg)-AIESL, or his nominee, AIESL will be free to get the job done by others at the cost and risk of the Tenderer.

13. Arbitration:

Level 1: Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Service Agreement or validity or the breach thereof, shall be referred to GM (Engg.), AIESL.

Level 2: Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Service Agreement or validity or the breach thereof, shall be referred to "SCOPE FORUM OF CONCILIATION AND ARBITRATION –GOVT OF INDIA" and the award made in pursuance thereof shall be binding on the parties to the arbitration.

The venue of arbitration shall be at Mumbai, India and it shall be referred to a bench of three arbitrators. Each of the Party to the Contract shall select one arbitrator each and the Panel of Scope Forum of Conciliation and Arbitration shall select the third arbitrator who shall act as Chairman / Presiding arbitrator of the Arbitral Tribunal.

The arbitration proceedings shall be carried out in English and the award of the Arbitral Tribunal shall be final & binding on the Parties.

14. Jurisdiction:

The construction, interpretation, validity, and performance of this Contract/Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between



AI Engineering Services Limited and Tenderer whatsoever shall be subject to the exclusive Jurisdiction of Mumbai Courts Only.

15. Force majeure:

Neither Party shall be liable for delay in performing obligations or for failure to perform obligations if the delay results from any of the following (whether happening in India or elsewhere), Act of God or any Governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion. The Party shall use all reasonable endeavours to minimize any such delay. Upon cessation of the event giving rise to the delay the parties shall in so far as may be practicable under the circumstance, complete performance of their respective obligations hereunder.



SCOPE OF WORK :

Category-A: Hiring of Vehicles

A) NATURE OF WORK:

To provide on rental, vehicles with fuel, for movement of resources of AIESL on the airside of Mumbai Airport.

B) DETAILS OF VEHICLE:

- The vehicles that are required to be deployed by the contractor shall be as per the requirements of MIAL during the tenure of the contract.
- **Type of vehicle:** Hatch back/ Van/ Sedan with passenger capacity of Four (1+4) and space to carry four Tool boxes of size each 10”*10*18” , with AC
- No. of vehicles = 32. (Indicative Requirement)
- The above vehicles will be on hire for 24 hours a day X 7 days a week basis for an envisaged 2,000 KMs per calendar month.
- Vehicles will be fitted with anti-collision lights, reflective stickers, and speed governors as per MIAL/DGCA specifications.
- The number of vehicles during the tenure/beginning of the contract may increase / decrease by 10% subject to requirements of AIESL at that point of time.
- The vehicles inducted in the service at any point of time should not be more than 05 years old. The age of the vehicle will be decided on basis of RC.
- The number of vehicles may increase/decrease depending upon the operational requirement of AIESL and any additional vehicles up to 10% of the above requirement shall be provided at the quoted rate.
- The vehicles shall prominently display the AIESL Logo on both sides on the vehicle.
- AIESL reserves the right to discontinue use of any vehicle/model of vehicle due to the change in policy of AIESL management without assigning any reasons and without any liability on its part.
- AIESL reserve the right to direct the contractor for implementing any minor modification on the vehicle.

The vehicles should be having standard fitting with following additional fitments:

1. Anti –collision lights
2. fitment of speed governors to restrict speed as per MIAL guidelines
3. Fluorescent reflective side strips on the corners.
4. Reverse Horn
5. Fire extinguisher
6. First Aid kit
7. Stepneys and tool kit at all times.
8. Any other fitment if required during the contract validity.
9. Vehicles should be fitted with floor mats, cabin lights, handles, door lock etc.

C) RATES FOR LEASING OF VEHICLE:-

1. The vehicles will be hired as per the rates quoted in this tender.
2. The rate quoted shall include envisaged KM running for each category of vehicle including capital cost, Fuel, taxes, pollution certificate, Road Taxes, vehicle insurance, and all other fixed and overhead costs.
3. The rate per running KM will be the Rate per Kilometer for every KM run by the vehicle and shall include cost of fuel and running maintenance cost only.
4. The above rates quoted shall not include GST and GTO royalty payable to MIAL.
5. The increase / decrease in fuel rate will be applicable only from the 1st of the subsequent month in which fuel rates increased/ decreased even if the change in fuel rate is announced in between of any month. The contractor shall submit supplementary bill for reimbursement towards increase in fuel rate on monthly basis without accumulation. This supplementary bill is to be supported with proof of prevailing fuel rate in Mumbai. To be discussed in Pre-bid meeting as referred in Point No.(vii) of para 19 of Annexure A.



D) ADDITIONAL VEHICLES / FACILITIES:

On demand, the contractor should deploy additional number of vehicles up to 10% of the contracted no., on the agreed rates, terms and conditions within a reasonable time.

E) OPERATIONAL REQUIREMENTS:

- a. The service provider shall ensure that the vehicles deployed are always in Serviceable and road worthy conditions.
- b. The service provider should ensure that all the documents including RC fitness, insurance, pollution certificate, Road Tax, permit etc. and any other relevant documents/Licenses essentially required by the R.T.O. and other statutory bodies like MIAL for the operations of the vehicles must be revalidated before the expiry of the due date during the tenure of the contract period. These documents/licenses should be made available in the vehicles during the duty timings.
- c. The service provider will provide commercially registered vehicles and the vehicles should have full comprehensive insurance with unlimited risk cover to the vehicles occupants. In case of break-down of vehicles, it will be the responsibility of the service provider to make alternative arrangements immediately. In the event that alternate arrangements are not made immediately AIESL shall be within its rights to make alternative arrangements by hiring/arranging another vehicle from any other source and the amount so spent together with 15% administrative charges and applicable penalty, etc. will be fully recovered from service provider's regular bills apart.
- d. The service provider has to make his own arrangement to procure fuel, lubricants, spare parts, etc. Trips made to a Petrol station for refueling, to a garage for maintenance/repair work will not account for payment by AIESL.
- e. The refueling/ maintenance/cleaning of vehicles may be taken up after informing the concerned department and in such a way that all the vehicles are available in fully serviceable conditions during peak flight timings.
- f. A logbook is to be kept in each vehicle indicating opening/closing kilometers shift wise, total kilometers run, refueling details, breakdown etc. on daily basis and the same shall be made available for scrutiny of AIESL representatives whenever required. These log books will be signed by an authorized signatory of AIESL on shift basis by the respective departments and only such certified kilometers will be payable to the service provider.

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ANNEXURE – ‘C’

SCOPE OF WORK:

Category-B: Operation & Management(O&M) of leased Vehicles

A) NATURE OF WORK:

To carry out the Operation and Management cum Functional maintenance of AIESL leased vehicles for movement of AIESL resources (manpower and Material) within CSMIA premises and AIESL premises at OLD AIRPORT and NEC, Mumbai.

B) DETAILS OF VEHICLE:

- The following types of vehicles are required to be Operated and maintained by the contractor during the tenure of the contract:
Hatch back / Van / Sedan with passenger capacity of Four (1+4) and space to carry four Tool boxes of size each 10”*10*18” , with AC.
- No. of vehicles = 32. (Indicative Requirement)
- The number of vehicles during the tenure/beginning of the contract may increase / decrease subject to requirements of AIESL at that point of time. The O&M services of the above vehicles will be required for 24 hours a day X 7 days a week basis for an envisaged 2000 KMs per calendar month.
- These Vehicles are fitted with anti-collision lights, reflective stickers, Speed governors as per MIAL/DGCA specifications.
- The Operation & Management services of these vehicles include:
 - a) Providing Personnel to Operate(Operator/Driver with valid license) and Manage the vehicles under supervision of AIESL personnel,
 - b) Processing Airport Entry Permit, Airport Driving Permit, Airport Vehicle Permit etc.
 - c) Breath Analyser Tests
 - d) Daily cleaning (exterior and interior) of all vehicles and maintaining the vehicles in clean, hygienic and road worthy conditions.
 - e) Informing about any major maintenance / service requirements to AIESL well in advance.
 - f) Compiling with all the operational / security regulations stipulated by Airport Authority/BCAS/MIAL/DGCA and any other agency including training related to security, apron driving rules and regulations, tests etc. for issue of AVP, VEP, PIC etc.
 - g) Ensuring that the vehicles are fuelled and kept ready in working condition for operation and all the vehicles are available in fully serviceable conditions during peak flight timings.
 - h) Maintaining a log book in each vehicle indicating opening/closing kilometers shift wise, total kilometers run, refueling details, breakdown etc. on daily basis and the same shall be made available for scrutiny of AIESL representatives whenever required. These log books will be signed by an authorized signatory of AIESL on shift basis by the respective departments.
 - i) To arrange all the BCAS permits / MIAL permission for the vehicle and staff.



ANNEXURE – ‘D’

TECHNICAL BID

Category-A: Hiring of Vehicles and

Category-B: Operation & Management of Vehicles

Tenderers are to submit this form duly completed & signed in a sealed envelope super scribed either

- “Technical Bid – REF. RAMP VEHICLES/2023: Tender No.: AIESL/Tender/RAMP VEHICLES/2023/01 dated 23-06-2023”

Technical Bid Form – Part A

1.	Name of Contract	Tender for Hiring of vehicles			
2.	Name of the Company / Establishment				
3.	Date of Establishment in Mumbai. (Enclose proof of address for the establishment in Mumbai for last 3 years like Mumbai Shop Establishment Certificate)				
4.	Full Address of Registered Office. (In the event of the registered office not being in Mumbai, then address of the branch office at Mumbai is to be furnished)				
5.	Name and Designation of contact Person.				
6.	Telephone No. / Mobile No.				
7.	Email ID				
8.	Nature of company (Whether Proprietorship Firm / Partnership Firm / Limited Company / Corporation / Any Other (Specify) (Enclose Proof)				
9.	Particulars of Registration – Issued in the name of the tenderer	Yes / No	If Yes, give details		
			Number	Date of Issue	Valid up to
A	Company Incorporation Certificate / Partnership Deed / Shop & Establishment license.				
B	Existing Valid License (Under Contract Labour (Regulation & Abolition) Act 1970 showing up-to-date renewal. (Only one)				
C	PF Registration certificate in the name of Service provider				
D	ESI Registration certificate with the seventeen digit code allotment letter in the name of service provider				
E	PAN number				
F	Goods & Service Tax (GST) Registration No.				
G	TAN Registration No.				
10a	BCAS Clearance certificate with validity for Auxiliary Services on the day of submitting the bid				
11a.	No. of years of experience (Min. 2 Years after 01/01/2018) in				
	i. Leasing / rental of min. 30 vehicles ii. Operating and Maintaining Vehicles business.				
11b.	Copies of Current Contracts in support of 11a (i) and 11a (ii), duly certified by hiring company / self-attested (Enclose)				
12a.	Tender document signed, stamped and duly completed in all aspects	Yes/No			
12b.	Details of Organization setup / manpower details:				
	a. No. of person in Managerial cadre				
	b. No. of person in Supervisory cadre				
	c. No. of person in Technical cadre				
	d. No. of person in Non-technical cadre				



	Annual turnover for the Financial Year (2020-21) & Financial year (2021-22)	Rs _____ (2020-21) Rs _____ (2021-22)
13a.	The bidder must have a minimum annual turnover of 1,50,00,000 (Rs One Crore fifty lakhs only) for each of the financial year 2020-21, 2021-2022.	
13b.	Copy of Balance sheet and P&L Account for the Financial Year (2020-21 & 2021-22) duly signed by the proprietor/ Director enclosed.	Yes/No
13c.	Annual Turnover for Financial Year (2020-21) & Financial (Year 2021-22) (Auditors Certificate) pertaining to Business of i. Vehicle Rental/hire/ lease business Services ii. Operating & Maintaining the vehicles	FY 2020-21 2021-22 i) Rs _____ ii) Rs. _____
14.	Submit pen-drive which contains PDF copy of Technical Bid document only.	
15.	EMD	

g. Earnest Money Deposit Details:

Amount	Name of Bank	Demand Draft No. & Date
Rs.		

16. If claimed exemption under MSME/ SSI/Start up please provide the particulars”

Exemption claimed as MSME/ SSI/ NSIC/ PSU/ UdyogAadhar/ Start up	Certificate No	Validity date	Amount approved as per certificate

17a	Has any Director/Partner/ Proprietor been convicted any time by court of law	YES/ NO (If Yes, give details)
17b	Has your company been blacklisted/debarred/banned/disqualified for any reasons whatsoever by your clients anywhere in India.	YES/ NO (If Yes, give details)
17c	Whether you raised any dispute with AIESL & its Group companies in relation to any contract (either as a company or as a director of the company)	YES/ NO (If Yes, give details)
18	IT returns for Financial year 2020-21 & 2021-22	
19	Company Profile	

Tenderer will be summarily disqualified if any Director/partner/Proprietor have been blacklisted/debarred/banned/disqualified for any reasons whatsoever by his clients anywhere in India. If it comes to the notice of AIESL at a later stage that the tenderer has been blacklisted/debarred/ banned/disqualified for any reasons whatsoever by his clients anywhere in India, the quotation submitted by tenderer will be summarily qualified/ rejected. If it comes to the notice of AIESL at a later stage that the tenderer has concealed the facts about conviction/blacklisting/debarring/banning/disqualifying for any reasons whatsoever by his clients anywhere in India, the contract of the service provider will be immediately terminated and SD/PBG will be forfeited. Even if the space provided for furnishing details in tender document is left blank, the contract of the Service Provider will be immediately terminated and Security Deposit/performance bank Guarantee will be forfeited.

Any other information which the Tenderer may like to furnish, separate sheet may be enclosed.
(In support of above information self-attested copies of all Documents, wherever required shall be enclosed).



**CHECK SHEET: Following Documents must be attached with Technical Bid in this order (Annexure D)-
Category-A**

Particular		Yes	No	Page No.
1	Technical Bid format Annexure-D duly typed with particulars on company letterhead.			
2	Self-Attested copies of:-			
1	Company Incorporation Certificate / Partnership Deed / Shop & Establishment license.			
2	PF Registration certificate			
3	ESI Registration certificate with the seventeen digit code allotment letter			
4	PAN No. & TAN NO.			
5	GST Registration No.			
6	BCAS Approval for providing Auxiliary services			
7	Solvency certificate issued by bank. (Optional).			
8	Proof of address for the establishment in Mumbai for last 3 years like Mumbai Shop Establishment Certificate)			
9	NSIC/MSME/Start up certificate			
10	GST returns / online submission printout for last six monthly returns only			
11	Original copy of Authorized Signatories			
12	Registration /Affiliation with any other Agency (Please Specify Details)			
13	Copies of Contracts in support of following services, duly certified by hiring company/ self-attested: a) Providing leasing of vehicles b) Providing Operation & Management of Vehicles along with Drivers.			
14	Auditor certificate for Annual Turnover pertaining to following services for the financial year 2020-21: and 2021-22: a) Providing leasing of vehicles b) Providing Operation & Management of Vehicles along with Drivers.			
15	IT returns for Financial Year 2020-21 & 2021-22			
22	Balance Sheet and P/L account for Financial Year 2020-21 & 2021-22			
23	Letter of Authorization for signing the bid document issued by the director/ proprietor			
24	Tender document excluding SLA duly signed and stamped			
3	Company profile			
4	List of other Airlines/ other organization of where similar services are provided currently with Tel No. & contact person			
5	Submission of Indemnity Bond on non-judicial Stamp paper of Rs. 200/-duly notarised.			
6	Tender document duly signed, stamped and completed in all aspects.			
7	Soft copies in PDF format of all signed documents in Technical bid duly scanned shall be provided in a CD/Pen Drive along with Technical Bid duly marked so.			

The Documentary proofs have to be submitted along with the technical bid. The document should be serially numbered as page _ of _ and these page nos. should be indicated in the corresponding column above.

Sign:
Name:
Designation:
Co. name & seal:



Annexure E

INDEMNITY BOND

THIS INDEMNITY BOND is executed on this _____ the Day of _____ 2023 by _____

_____ having, its Registered Office at _____ hereinafter referred to as Service Provider (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successor and assigns).

Whereas _____ (name of the Service Provider) shall enter into an agreement with M/s. AI Engineering Services Limited, a Company hereinafter referred to as "AIESL" incorporated in New Delhi under Companies Act, 2013 having, its Registered Office at Airlines House, 113, Gurudwara Rakabganj Road, New Delhi-110 001 (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successors and assigns)

And whereas the Service Provider by means of an agreement shall provide **Vehicle Leasing / Operation & Management of leased vehicles Services** to AIESL at Mumbai, NEC/Outstations under Western Region as per indicative list and amended from time to time as per company policy.

1. The terms and conditions specified in the Tender Document AIESL/Tender/AEP NON-AEP/2023/01 dated 24-03-2023. We agree to keep AIESL indemnified against any claims / cost / damages and penalties in respect of breach of any Labour Laws currently applicable/in force and amended from time to time as per company policy.
2. Tenderer shall have third party liability Insurance cover of minimum Rs.20 Lakhs to cover any incident or accident carried out by employee of the contractor.
3. We hereby undertake to fulfill all the terms and conditions specified herewith with regard to labour compliance under all applicable laws currently in force and amended from time to time as per company policy.
 - a. We shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to our employees. We shall duly comply with all Central and State Acts, laws, statutory rules, regulations, bye-laws as applicable or which might be applicable to us for rendering services to AIESL which is MRO.
 - b. We shall at all times indemnify and keep indemnified the Company against any/all claims under the Employee's Compensation Act; Payment of Wages Act, Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory amendments / modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury / death sustained by any worker or other personnel deployed by us or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made thereunder, by any person whether in our employment or not, who provided or provides the said Services under this Agreement.
 - c. We shall indemnify AI Engineering Services Limited at all times against any damages so caused to the Company on account of failure on our part to obtain such licenses and permission. This indemnity Bond is being furnished by us on non-judicial stamp paper of Rs. 200/- duly notarized as per Annexure F of the tender document. Copy of the Indemnity Bond to be furnished is attached as **Annexure E**.

Under provisions of the Contract Labour (R & A) Act, 1970, and/ or any other act in lieu of this:

- d. We shall undertake to comply with the applicable provision of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this contract. We shall further observe and comply with all Government Laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that we are fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of Law, as currently applicable and amended from time to time.
- e. We shall hereby indemnify and compensate the AI Engineering Services Ltd., if AIESL as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 and/ or any other law in lieu of this becomes liable to assume any liability towards the workforce engaged by us. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable in Toto. It is mandatory on our part of the to ensure that within ten days from the date of acceptance of LOI (letter of intent), we shall obtain **Form-V from AI Engineering Services Ltd and arrange license under Contract Labour (Regulation & Abolition) Act, 1970** issued by the Competent Authority.



In the event of our Company/Organization not be covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, we shall obtain a letter from the concerned Labour authorities confirming the same.

f. Our Company/Organization shall maintain proper record / register as required under the Contract Labour (Regulation and Abolition) Act 1970 or any other acts, rules and other relevant enactments thereon. The Records / Registers shall be produced for Verifications / Inspections as and when required by AIESL. AIESL reserves the right and power to check regarding statutory payments of Wages, ESI, EPF, GST, **as considered necessary**. We shall possess a valid licence for the jobs being carried out. The said licenses and permission issued by statutory authorities shall be renewed from time to time and kept valid during the currency of the contract.

Under provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948.

- g. We/our Company/Organization shall ensure that our firm is **registered** under the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act having **its independent Code number**. Thus we/our Company/Organization shall ensure that all the eligible employees deployed by us are covered under these Acts.
- h. **We/our Company/Organization shall ensure that all mandatory contributions in respect of Provident and ESI are mandatorily paid to the concerned authorities latest by 15th and 21st of the following month.**
- i. While submitting bills to AIESL as above, we shall also render documentary evidence with an undertaking of the deposits of Provident Fund / ESI contributions made by us in respect of the workforce under consideration for payment of wages, failing which, the payment of the bill by the Company shall be withheld until such compliance. Copy of the format for details to be furnished will be as per Annexure G of the tender document.
- j. In case, while on duty and during the course of engagement in the work premises of the AIESL under this contract, if any of the workforce deployed by us meet(s) with any injury indisposition due to the accident or other natural calamities, we shall ensure that immediate and adequate medical aid viz. First-aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, we/our Company/Organization shall also be liable for meeting with statutory liabilities under the Employee's State Insurance Act, 1948 and **all other applicable statutes for the time being in force and amended from time to time.**

Other relevant Acts which are applicable:

k. We/our Company/ Organization hereby confirm that we shall have our Company/Organisation registered with each and every authority under all applicable provisions of law, requiring registration and it is further confirmed that all licenses required under each and every applicable provisions of law had been possessed by the said Service Provider and that the provisions of Contract Labour (Regulations and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Wages Act, 1936, Employee's Compensation Act, 1923 and Minimum Wages Act, 1948, Employer Liability Act, 1938 are being followed by the said Service Provider in strict compliance thereof. We/our Company/Organizations shall ensure that all returns that are required to be submitted under the applicable labour laws shall be submitted from time to time.

Personnel related compliance:

- l. We/our Company/Organizations shall not engage any workmen below the age of **18 years or above the age of 45 years**. We/our Company/Organization shall produce age proof in respect of the workmen deployed by us.
- m. It is confirmed that we/our Company/Organization shall be the only employer in respect of the personnel deployed by us and AI Engineering Services Limited shall not be held partially or fully responsible for any dispute that may arise between us and Personnel deployed by us.
- n. At no stage of the Contract shall our employees be deemed to be employees of AI Engineering Services Ltd. We/our Company/Organizations shall be liable not only to pay wages to our employees but we/our Company/Organization shall also be liable to make mandatory payments such as overtime, payment for weekly offs, compensation if any, notice pay, gratuity or bonus as applicable/payable. The Principal Employer shall not be held liable for any obligation in this regard on our part. Further we/our Company/Organization shall be responsible for providing facilities such as canteen, transport and medical to our employees as it shall not be binding on AIESL to provide these facilities to the



- persons deployed by us. We shall make arrangements to provide proper and valid identity cards to the employees.
- o. We/our Company/Organizations shall strictly ensure that Minimum Wages as stipulated by the State Government for semi-skilled/ un-skilled category with is being paid by each month to the workmen deployed by us. We shall issue salary slips to each of the workmen engaged by us every month in respect of the wages paid. We shall ensure that the workmen deployed by us are granted a paid weekly off. This shall be a mandatory compliance.
 - p. All payments shall be made to the workmen deployed by us/our Company/Organization on a monthly basis through ECS. Details of the payment made towards wages shall be obtained from the concerned Bank duly stamped and sealed.
 - q. Attendance register incorporating all details of attendance in respect of the workmen deployed by us will be maintained. We shall ensure that the disbursement of wages to the persons deployed / engaged by them shall be made on or before the 10th of each month. The signature of the nominated representative shall be obtained on the salary sheets, date of disbursement to be indicated and official stamp to be affixed.
 - r. We/our Company/Organizations shall perform the work assignments to the best satisfaction of the AIESL. In case of unsatisfactory performance, intimation shall be given in writing to us and the AIESL reserves the right to cancel the Contract forthwith after due notice period. In that event of any legal payments to be/being made by the Principle Employer to the workforce engaged by us, the same shall be recoverable shall be fully recoverable from our Security deposit /outstanding bills.
 - S. It shall be our sole responsibility to settle disputes if any, rising, between ourselves and the personnel engaged by us. The Management of AI Engineering Services Limited shall not be in any way be responsible, in the event, the personnel engaged by us/our Company/Organisation, approach the competent authority, under any Labour Act or the Court. The entire expenses in this behalf shall be borne by us/our Company/Organisation. If we fail to comply with mandatory requirements under all the applicable Acts/Laws, we shall alone be responsible for all action initiated by the Enforcing Agencies of the Government & others, including penalties imposed thereon and AIESL shall have no obligation towards such action taken by the said Enforcement Agencies.
3. As per the terms and conditions specified in the Tender Document, we/our Company/Organization agree to be responsible for ensuring the compliance of Labour Laws both Central and State especially, but not limited to Employees State Insurance Act, 1948 and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961 and Bombay Labour Welfare Fund Act, 1953 as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any other provisions of Labour Laws and shall indemnify AIESL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of Laws in force.
 4. It is further agreed that we/our Company/Organization shall, **within ten days from the receipt of LOI** (letter of intent), obtain Form-V from AI Engineering Services Ltd and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority & deposit a copy with AI Engineering Services Limited at the time of commencement of the job. In the event of us/our Company/Organization Service Provider not be covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, we/our Company/Organization shall obtain a letter from the concerned labour authorities confirming the same.
 5. It is further agreed that we/our Company/Organization shall indemnify AI Engineering Services Limited against any claim/s with regard to Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Contract Labour (Regulations & Abolition) Act, Workmen Compensation Act, Bombay Labour Welfare Fund Act, any Acts/Laws prevailing during the validity of the contract applicable to the Service Provider and other emoluments/allowances payable to the workmen deployed by the Service Provider during the validity of the Contract. The Service Provider confirms that all records of payments including Wage Registers/ Muster Roll/ Bank Clearance Statements/Overtime incurred penalties and advances if any in respect of the workmen engaged by us/our Company/Organization shall be maintained and produced as and when required by the AI Engineering Services Limited and/or any other third party including Government Agencies/Authorities.
 6. We/our Company/Organization further confirm that necessary ESI/PF payments in respect of the workmen engaged by us shall be made during the tenure of the contract within the time schedule as specified under the applicable Acts and we further indemnify AI Engineering Services Limited against any claim/s and liabilities arising out of the contract during the validity of the contract.
 7. We/our Company/Organization also confirm that the relevant records pertaining to half yearly returns in respect of ESI and Annual returns in respect of PF filed by us shall be submitted to the AI Engineering Services Limited from time to time. We/our Company/Organization also undertakes to produce the relevant documents in respect of the various returns and the payments made during the tenure of the



contract in respect of the workmen engaged by us before any third party, Government Agency/Authority. We/our Company/Organization also confirms that we shall maintain all records relevant to the record of ESI/PF deductions/deposits made and shall produce the same before the AI Engineering Services Limited as and when required and/or required by any third party, Government Agency/Authority.

8. We/our Company/Organization hereby indemnifies and agree to keep the AIESL indemnified, during the period of the contract and even thereafter, to make good any losses, payments, penalties incurred by the AI Engineering Services Limited on account of non-compliance of whatsoever nature on our part in the matter of all applicable legislations with regard to our employees deployed on the contract awarded to us by the AI Engineering Services Limited.
9. We/our Company/Organization hereby indemnify/indemnifies and agree to keep the AI Engineering Services Limited indemnified, against any clause elsewhere as referred to in this tender document No. AIESL/Tender/Airside Vehicles/2023/01 dated 23-06-2023 which specifies so.

Signed, Sealed & Delivered

Within the named _____

Through their Director/Proprietor/
Representative.

Witness:

- 1.
- 2.

Date



Annexure F

UNDERTAKING

I, ----- son of ----- proprietor / partner / Director of -----, do hereby declare & undertake as under:

1. That in the capacity of independent contractor by AI Engineering Services Ltd. I have complied with the provision of Contract Labour (Regulation & Abolition) Act. 1970 in holding a valid license under the Act & the Rules thereto. I have timely paid the wages for the month of ----- to all my employees as per provision of Payment of Wages Act. & no dues are payable to any employee.
2. That I have covered all the eligible employees under Employees Provident Fund & Miscellaneous Provisions Act & the Employees' State Insurance Act & deposited the contribution under our code no ----- and code no. ----- respectively for the month of ----- on / before scheduled date as per provision of the Act and as such no amount whatsoever is payable.
3. **I further declare and undertake that I have complied with all other statutory liabilities as applicable for the time being in force.**
4. I further declare & undertake that in case any liability pertaining to my employees is to be discharged by the principle employer for my lapse, I undertake to reimburse the same or the Principal employer is authorized to deduct the same from my dues as payable.
5. Certified copies of following documents are enclosed.
 - a. ESI Online remittance Challan for the month of -----
 - b. P/F Online remittance Challan for the month of -----
 - c. List of workers engaged for AIESL for the month of -----
 - d. Muster Roll for the month of -----
 - e. Wage Register.
 - f. Bank Clearance Statement of payment through ECS for the month of ____ duly signed and stamped by the authorized representative of the Bank.

CONTRACTOR'S SIGNATURE



Annexure -G

PRICE BID FORMAT

(Rates should be in INR and exclusive of taxes, charges, Royalty etc.)

S N	Description (A)	Charges per vehicle per month (B)	No. of vehicles (C)	Total Charges per month (D) = (B) x (C)
1	Category-A : Leasing of vehicles		32	
2	Category-B: Operation & Management of Vehicles		32	
	Total monthly charges in INR=			

Above Rates quoted should be inclusive of following:

- A) minimum envisaged operating 2000 KM per vehicle per month,
- B) All cost including capital cost, Running Maintenance Cost, Govt. taxes (except GST),
- C) Pollution certificate,
- D) Road Taxes,
- E) Operator/Driver/Supervisor Payments
- F) ADP Charges, AEP charges, Vehicle and third party liability insurance, and any other overhead etc.

Sign:

Name:

Designation:

Co. Name & Seal:



Annexure H

<p>Service Level Agreement (SLA) for AI Engineering Services Limited By M/s -----</p> <p>(Note: two separate SLA shall be executed for two categories of work)</p> <p>Effective Date: XX/XX/2023</p>

Document Owner :	AI Engineering Services Limited
------------------	---------------------------------

Version

Version	Date	Description
1.0		Service Level Agreement

Approval

(By Signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
AI Engineering Services Limited, WR	GM-Engineering		
_____	Proprietor/Director/ Authorized Signatory		

Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between M/s _____ and AI Engineering Services Limited for the **Hiring of Airside vehicles / Operation and Maintenance of AIESL Leased vehicles at Mumbai (Select the category of work)**

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

1. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Vehicle Leasing / Operation & Management of AIESL leased vehicles Services and support to the AI Engineering Services Limited by the Service Provider.

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision.
- Match perceptions of expected service provision with actual service support & delivery.
- Outline services to be offered and working assumptions between the AIESL and Service Provider.
- Quantify and measure service level expectation
- Outline the potential methods used to measure the quality of service provided



- Define mutual requirements and expectations for critical processes and overall performance.
- Strengthen communication between AIESL and Service Provider
- Provide a viable/feasible medium for resolving conflicts
- Any other matter which is required to assess the Service Provider's performance.

2. Stakeholders

The following Service Provider and AI Engineering Services Limited shall be used as the basis of the Agreement and represent the primary stakeholders associated

With this SLA:

M/s. _____ ("Service Provider")

AI Engineering Services Limited ("Customer")

3. Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid for 3 years. This Agreement shall be reviewed at a minimum once every quarter; however, in lieu of a review during any period specified, the current Agreement shall remain in effect.

The Business Relationship Manager ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner shall incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: GM (Engineering), AI Engineering Services Limited or his nominee.

Review Period: Every Quarter

First Review Date: 1st review will be carried out three months after commencement of the contract and thereafter every three months. (Every quarterly)

4. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the on-going support of this Agreement.

4.1. Service Scope

The following Services are covered by this Agreement:

- Work scope outlined the Tender document: AIESL/Tender/Airside Vehicles/2023/01 dated 23-06-2023

4.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Certification of the task performed as assigned to the service personnel time to time.
- Certification of the bills by the designated official, the list shall be provided after 15 days from the commencement date of the contract; in case of any change of designated official the same shall be intimated in writing to the service provider.
- Payment for all support costs at the agreed interval.
- Reasonable availability of designated supervisor of the service provider when resolving a service related incident or request.

4.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service & with recommended Vehicle Leasing / Operation & Management of AIESL leased vehicles related incidences.
- Appropriate notification to Customer for all scheduled activity.
- The deployment of personnel / Vehicles by the Service Provider will be done subject to suitability.

4.4. Service Assumptions

Assumptions related to in-scope services and/or components include:



- Changes to services shall be communicated and documented to all Stakeholders in the addresses indicated below.
- GM-Engg-, Mumbai ; email: dgmie@aiesl.in.
- Proprietor, (of the Service Provider): Mr. _____
- M/s _____,
Email: _____

4.5 Any other matter which is required to assess the Service Provider's performance.

5. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

5.1. General Service Requirements

1) Allocation:

The allocation of service shall be advised by AI Engineering Services Ltd (AIESL) specifying the location and numbers required.

2) Reviews:

Periodical review meetings shall be held between the company & the service provider to review the quality & quantum of service provided by the service provider & shall discuss any modifications, if required.

3) Service Performance:

The decision of AI Engineering Services Ltd., or any officer authorized by AIESL, shall be final with regard to the satisfactory performance of the services and any matter arising there from shall be binding on the service provider.

4) Audits:

GM (Engg.)/his representative may audit the capability of the service provider, before commencement of work of providing office assistance services. Subsequently, AIESL shall be at liberty to perform periodical audits / spot checks at their discretion.

5) Statutory Payments:

The Service Provider shall maintain proper record / register as required under the Contract Labour (Regulation & Abolition) Act 1970 and rules and/ or other applicable laws/ other relevant enactments thereon. The records / registers shall be produced for verification/ inspection as and when required by AIESL, who shall have powers to conduct checks regarding statutory payments of wages, ESI, EPF, and other applicable statutes for the time being in force.

6) Policies & Payments:

The service provider shall take-out Employee's compensation policy / complete requisite formalities under the ESI Act, covering all their workmen and submits the same to AIESL. The insurance shall cover the period of the agreement. The Service Provider shall make payment of monthly salary / wages (in compliance to the minimum wages act) to its workmen on or before the 10th Day of the subsequent month as applicable. The monthly bills to AIESL every month shall be submitted after making payment of salary wages to the workmen along with ESI /PF remittance challan.

The service Provider assures not to delay payment of wages / salary to his workmen under any circumstance and to ensure availability of adequate funds with them to pay wages / salary to their workmen in the eventuality of delay in payment of his monthly bills.

6 (a) The Service Provider shall not use the sources deployed under this contract undertake to provide / arrange subject service directly to any of AIESL's customer airlines/competitive airlines.

7) Workforce:

The service provider shall deploy well behaved / skillful employees / workforce of unblemished character and with duly verified antecedents.

8) Workforce –Details & Verification

The service provider shall furnish to the company in writing the name, parentage, residential address, educational & technical qualifications, specimen signatures, finger prints and two



recent passport size photographs of all personnel whom he proposes to employ for the purpose of this contract. The company shall be at liberty to forbid the deployment of any person whom it may consider undesirable after verification. The service provider shall also have the character & antecedents of all persons employed by him verified by the police to the satisfaction of the company, before a workman is deployed by the contractor. The proof of antecedent's verification by the prescribed authority shall be submitted to the company before deploying the individual for this contract. The appointment /assignment letter to work under this contract at AIESL – copy to be furnished.

- 9) Uniform & Accessories:
All employees of the Service Provider shall report for duty in proper and suitable attire and/ or safety shoes. They will report for duty in a presentable condition at all times. It is also to be ensured that the said personnel report for punctually as per the office timings.

5.2. Operational Service Requirements

- 1) Liaising:
It shall be the responsibility of the Service Provider to maintain continuous liaison with AIESL officials at all levels. Supervisor of the service provider shall be solely responsible in this regard. In this regard, the officials of AIESL, GM(Engg.)/ his representative.
- 2) Work- Area:
The service provider shall ensure that none of their employees/ workforce entering the areas of Hangars, Shops, Plants located at NEC and Outstations under Western Region as per indicative list and amended from time to time as per company policy for which they are not specifically designated, as per the duty roster and any violation thereof, shall render the concerned individual to forfeiture of his Entry permit besides imposition of penalty as may be decided by the designated authority officials.

In case anything unusual or any abnormal is observed by the staff of the Service Provider that belongs to the Company/Management of AIESL, the same shall be immediately informed & handed-over to AIESL authorized staff.
- 3) Items in Office:
In case of missing of items / theft on the office, proven to be done by the staff of the service provider, AIESL at its sole discretion may levy penalty as deemed fit, against the service provider and / or the staff concerned.
While performing the Vehicle Leasing / Operation & Management of AIESL leased vehicles Services by the personnel of the Service Provider if any item belonging to AIESL is found, the same shall be deposited immediately with Officials of AIESL against receipt.
- 4) Statutory facilities:
The Service Provider shall ensure that all statutory facilities are extended to the personnel deployed by him.
- 5) Work Culture:
The Service Provider shall ensure that the staff deployed by him shall maintain polite and courteous behaviour towards employees & staff of AIESL and also of customer airlines. If AIESL has any misgivings about any individual staff of the service provider, the said staff shall be removed by the service provider forthwith.
- 6) The Service Provider shall ensure that his staff shall not be under influence of liquor or any other intoxicants while on duty. In the event of such happenings the staff shall have to be removed from the services by the Service Provider and any damage caused by such of the service Provider's employees shall be borne totally by the Service Provider including, legal expenses .The Service Provider staff shall not be loitering around , when no work is assigned to them.
- 7) Service Deficiency:
The service provider shall make all possible efforts to overcome deficiencies in standards of service brought to their notice within reasonable time frame (as mentioned in the contract document, penalty clauses).
- 8) Servicing –Personnel, Office Equipment:
The personnel & office equipment to be used by them as specified in the contract / amendment letter to be provided with by AIESL.
- 9) Any default on part personnel deployed by the Service Provider in terms of attendance, behaviour and non-performance shall be recorded.



10) The Service Provider shall ensure that the personnel deployed by him are available in the event of any exigencies of work. If such a requirement arises the Service Provider will be informed in advance.

11) Monthly-Bills:

The service providers shall submit monthly bills duly supported by details of services rendered on a day to day basis with the total number deployed each day. The bills will be raised after fulfilling all the compliances as required under the various applicable statutes that are in force.

On receipt of the bills, the Authorized Officials of AIESL shall check the same as per records of the service form.

Any deficiency in service will attract a penalty (as per the contract document), the same shall be reflected on the bill/invoice before forwarding the bill to Finance Department for final payment.

In this connection, records of statutory payments, as mentioned in Section-a, Point-5 above shall also be scrutinized every month before settlement of bills any discrepancy in this regard shall result in payment getting delayed. The Service Provider shall ensure that such records are kept proper & updated and submitted with monthly invoices on a regular basis.

5.3 Service Provider shall ensure the provisions of all applicable welfare statutes and other applicable statutes will be meticulously complied by him.

6. Governing Terms and Conditions

The terms and conditions that govern the contract shall be as outlined in the Annexure B, C, D, F of the contract against Tender Ref. No. AIESL/Tender/Airside Vehicles/2023/01 dated 23-06-2023.

Signed on _____ at _____

AI Engineering Services Limited
Customer

M/S _____
Service Provider

Service Level Agreement (SLA)

Successful Bidder is required to sign 2 separate SLA with AIESL for Airside vehicle Services under two categories of work as specified in this tender document.