

GEM/2024/B/5648626

**AI ENGINEERING SERVICES LIMITED
MRO TRV, NEAR KSEB, CHACKAI, TRIVANDRUM,
KERALA 695007**

Subject: Tender for Award of Service Contract by Engaging Skilled, Semi-Skilled & Unskilled staff at AI Engineering Services limited”, MRO Complex, Near to International Airport (T-2), Opp to KSEB, Chackai, TRIVANDRUM, KERALA-695007

(I) INTRODUCTION

AI Engineering Services Limited , a company incorporated under Companies Act 1956, having it's registered office at 2nd Floor, CRA Building, Safdarjung Airport, New Delhi 110003(hereinafter referred as “**AIESL**”), invites sealed/closed bids under two bid system from eligible bidders (hereinafter referred to as “**Bidder(s)**”) meeting the Technical Bid Evaluation Criteria mentioned at **SECTION C** of the Tender and also complying with terms and conditions of the subject Tender, **Service Contract by Engaging Skilled, Semi-Skilled & Unskilled staff in AIESL.**

(II) PURPOSE OF THE TENDER

AIESL, a public-sector undertaking for the maintenance of various types of aircraft. AIESL is inviting quotes for **Engaging Skilled, Semi-Skilled & Unskilled staff** which is defined as Service Provider having previous 3 years' experience in this field) to quote for these services in 2 bid tendering process viz. technical bid as per Section C and Price Bid Section-D as per BoQ, and/or if any additional task desired by the regulatory authorities, the same should be complied with by the Service Provider at no additional cost.

DISCLAIMER

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, or no responsibility or liability will be accepted by AI Engineering Services Ltd. (AIESL) or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFQ is not an offer by AI Engineering Services Ltd., but an invitation to potential Service provider/organization for submission of their interest for providing services as mentioned in terms and conditions section of this tender document.

This Tender is not an agreement and is neither an offer by AI Engineering Services Ltd. to the prospective bidder(s) or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and commercial offers pursuant to this Tender.

AI Engineering Services Ltd. to make no representation or warranty and shall have no liability to any person, including any or bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in the tender process.

AI Engineering Services Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any or bidder upon the statements contained in this Tender. Any information/documents including information/documents pertaining to this Tender or subsequently provided to bidder(s) and/or successful bidder and information/ documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation is not subject to disclosure as public information/ documents.

No contractual obligation on behalf of AI Engineering Services Ltd., whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed between duly authorized officers of AI Engineering Services Ltd. and the Bidder.

CAUTION: While every care has been taken to ensure that the contents of this Tender are accurate and up to date till date, the entities are advised to check the precise current provisions of extant law and other applicable instruction from the original sources. In case of any conflict between the provisions stipulated in this Tender and in the original sources. Such as GFR or the prevailing laws, the provisions contained in the extant law and the original instructions shall prevail.

(III) NOTICE FOR INVITING TENDER

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|--|---|
| Tender No. & Name of the Tender | AIESL/TRV/MMD/24-161 Dtd: 25.11.2024 “Service Contract by Engaging Skilled, Semi-Skilled & Unskilled staff in AIESL” |
| Pre Bid Meeting Details | Refer GeM portal |
| Last date of receipt of queries from the prospective Bidders through mail, mail ID: | Through GeM portal (|
| Last date/ time for submission of Bids documents through GeM portal (“Due Date/ Time”) | Through GeM Portal. |
| Submission of Bids | Through GeM portal |
| Date and Time of Opening of Bids | Through GeM portal |
| Place of Opening of Bids | GeM |
| Extension of Due Date/Time | The Due Date / Time of submission and opening of Bids may be extended at any time, at the sole discretion of AIESL and shall be Notified on <u>GeM</u> No separate press advertisement will be issued by AIESL regarding extension of Bid opening date and Due Date/Time. |
| Earnest Money Deposit (EMD) | Rs.2,00,000/ (Rupees Two Lakhs Only) |
| Address of Communication for any clarifications. | Mr. Sreeraj, MMD, <mmd.trv@aiesl.in>; / 0471-2787116 |

SECTION A

General Terms and Conditions:

Terms and Conditions governing the Bid:

- i. AI Engineering Services Limited (herein after referred to as “**AIESL**”), invites Bids on GeM portal (under two bid system) from eligible Bidders meeting the Bid evaluation criteria specified in this Tender, for obtaining the Services as mentioned in Section B.
- ii. The Technical and Price Bid Criteria which the Bidder should satisfy for the purpose of the Tender has been mentioned in Section B, C and Section D, hereto.
- iii. The tender is non-split able or non-dividable by the service provider.

1) ELIGIBILITY:

- a. **Nature of company:** The tenderer must be a firm (proprietorship or partnership/ company/ corporation/ legal entity).
- b. **Experience:** Tenderer shall have registration, licensed and have a Head Office at Kerala with regional office preferably at Trivandrum, with an experience of 3 Years (36 months) as on 01.11.2024 in Service Contract by Engaging Skilled, Semi-Skilled & Unskilled staff Manpower contracts, not less than Rs. 1.75 Cr per annum and having provided more than 50 Manpower in skilled and Semi skilled category, in any reputed organizations preferably in Government or Public Sector.
- c. **Turnover:** Certificates from respective companies on the company’s letterhead having signatures of a company official for having satisfactorily completed at least THREE CONTRACTS on out sourced Manpower provider Service-related contract for a value of 1.50 cr or above during each of the last three financial years 2021-2022, 2022-2023 and 2023-2024. The Service Provider must submit copies of satisfactory performance.

For the financial year referred by you for the above eligibility, Certificate from a Chartered Accountant (CA) certifying the turnover specific to Security Services and Copy of audited Balance Sheets and P&L duly signed by the Proprietor/Director/ Authorized representative should be enclosed as proof.

- d. Income Tax Return for the financial year referred to above
- e. Valid EPF Registration Certificate
- f. Valid ESI Registration Certificate
- g. PAN of the company
- h. GST Registration Certificate
- i. The Tenderer should not be blacklisted/ debarred from participating intenders in AI Engineering Services Limited or Aviation related organizations.
- j. None of the bidding company’s Director/Partner/Proprietor should be convicted any time by the court of Law.

2) Definitions:

The following words, as used in the Tender shall have the meaning ascribed to them below:

- i. The term 'AIESL', shall mean "AI Engineering Services Limited”, a company incorporated under Companies Act 1956.
- ii. The term "Bidder" shall mean the entity who has submitted the Bid through GeM portal for this Tender through its authorized signatory.

- iii. The term "Contract" shall mean the agreement entered between AIESL and the Service Provider, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- iv. The term "Days" shall mean the working days of AIESL.
- v. The term "Services" shall mean the services to be provided by the Service Provider as mentioned in the Tender.
- vi. The term "Successful Bidder" or the "Service Provider"(SP) shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- vii. The term "L-1" means Bidder with lowest quote, and "L-2" means Bidder with the second lowest quote.
- viii. The term "Payable Wages per day" is net Minimum to credited to the Manpower Provided after all the deductions. The areas of deduction shall include PF, ESI, Ins, Prof Tax, other statutory deductions, Recruitment cost, Shift/OT Allowances, PPE, Uniform, Admin charges etc.
- ix. The Term "Payable Mandays" are the Mandays worked by the Service provider Manpower which shall include the Weekly Off, Holidays and Leave. The Payable Mandays are the days in a month approved by AIESL HR for each manpower, considering the days worked and Service provided to AIESL.

3) **SUBMISSION OF BIDS:**

- i. Bidders must ensure online submission of the Technical Bid and the Price Bid proposals, clearly mentioning the Tender number and Bid type (Technical Bid or Price Bid).
- ii. PART I: This shall be named "Technical Bid".
- iii. No Price Bid related information shall be mentioned in the Technical Bid.
- iv. PART II: This shall be named "Price Bid" and shall comprise of Bill of Quantity and Price.

❖ **Technical Bid:**

The Technical Bid as per format at Section C must be submitted separately through GeM portal **before the last date specified in GeM**, along with the requisite proof of submission of EMD / Bid Security Declaration Form (duly filled and signed) in place of EMD as the case may be. The Bidders must furnish the Technical Bid along with scanned copies of all attachments/documents/information and details sought / required through documentary evidence, duly signed by the authorized signatory of the Bidder(s) with company seal on all the pages of such documentary evidence and annexure submitted along with Technical Bid, as per the terms of the Tender.

❖ **Price Bid:**

- i. Price bid should be submitted strictly as per Format of Price Bid Section D through GeM portal.
- ii. If for some reason, the Bid Due Date/Time or the Bid opening date is declared a holiday, then the Bid Due Date/Time or the Bid opening date will automatically stand extended to the same timings of the next working day. In the event of the receipt of the Bid after the Due Date/Time, the Bid shall be rejected. AIESL reserves the right to reject any Bid in part or full or annul the Tender process without assigning any reasons.
- iii. The prices in the Price Bid must be clearly typed both in words and figures without any error.
- iv. Bidders are advised to study the Tender carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the tender with full understanding of its implications.
- v. The issue of this Tender does not imply that AIESL is bound to select a Bidder. Notwithstanding anything contained in this Tender, AIESL reserves the right to reject any Bid and to annul the Bidding process and/or reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. If AIESL rejects or annuls all the Bids, it may, at its sole discretion, invite all eligible Bidders to submit fresh Bids hereafter.

- vi. Bidders shall bear their own costs associated with or relating to the preparation and submission of their 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 their Bid. All such costs and expenses will remain with the Bidder and AIESL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this Tender process
- vii. No bidder shall submit more than one Bid against this Tender. In case more than one bid is received only the last submitted bid would be considered.
- viii. Bids prepared by the Bidder shall contain all requisite information along with self-attested supporting documents as per details provided in the Technical Bid.
- ix. The Price Bid of only those Bidders who are found technically suitable during technical evaluation would be opened.
- x. If for some reason, the Bid opening or submission date is declared a holiday, then the Bid submission/opening date will automatically stand extended to the same time of the next working day.
- xi. AIESL reserves the right to accept or reject any or all Bids as well as to cancel the Tender, without assigning any reason or without any liability, whatsoever.
- xii. If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail, and the total shall be corrected

OPENING OF BIDS

- i. On the date of opening of Tender only the Technical Bids will be opened. Price Bids of only those Bidder(s) who are qualified after the evaluation of the Technical Bids will be opened. Intimation will be sent to those Bidders who qualify after the evaluation of the technical Bids. No correspondence in this regard will be entertained.
- ii. If in the price quoted in the Price Bid, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- iii. GST Noncompliance: In case the AIESL is not able to claim input GST credit on account of any fault, omission or noncompliance by vendor, The Vendor shall take prompt corrective action to ensure that AIESL is able to claim input GST credit. Till such corrective action is taken the AIESL reserves the right to withhold the payments to the extent of GST credit. However, if the AIESL is not able to claim input GST (in-spite of corrective action taken by vendor), then the AIESL shall reserve the right to permanently withhold payment to the extent of GST and additional interest at the rate of 18% or any other rate prescribed under the GST laws subjected to all undisputed outstanding invoices are cleared.

4. AMENDMENTS AND EXTENSIONS

Amendments and Extensions, if any, to this Tender will be hosted on the GeM portal & website of AIESL at "www.aiesl.in/Tender.aspx". The Bidders are, therefore, advised to visit GeMand AIESL's website regularly till the date of closing of the Tender. In case there is change in Service Details/ Requirement / Terms & Conditions after release of the Tender but before its Due Date/Time, the Bidders who have submitted their Bids shall have an option to re-submit their Bids, if they choose to do so, within the extension period as may be specified by AIESL. For avoidance of doubt, it is hereby clarified that the last Bid submitted by the Bidder will be considered as the final Bid.

5. TENDER DOCUMENT and FEE:

The Tender is available for down-loading on free of cost basis from e Tender section of AIESL website "www.aiesl.in/Tender.aspx". There is no fee for the Tender Documents.

6. VALIDITY OF BID, PRICES, GOVT. DUTIES / LEVIES ETC.

- The price quoted by the Bidders shall be valid for a period of 90 (Ninety) days from the date of Technical Bid opening. Any Bid whose validity is less than 90 (Ninety) days shall be summarily rejected.
- The service quantum to be available could vary more than or less than 25% from that as indicated in the Tender to accommodate fluctuations in demand during the contract period. The Bidder must maintain final contractual price during the entire Contract Period.
- The price offered/agreed should remain firm till the completion of the Contract and subject to the terms of the Tender/Contract.
- No request for increase in prices shall be entertained during the Contract Period, except on account of increase in GST or any other Government levy, if imposed by the Govt. of India, provided the Service Provider submits a proof of payment for such increase to AIESL.
- The Bidders should commit to pass on the benefit to AIESL of reduction in statutory taxes, etc., by the Government, during the period of Contract.
- During the Contract Period, if for any reason there is a downward revision in the prices, the Service Provider shall pass on the benefits of the same to AIESL.

7. REJECTION OF BIDS (TECHNICAL BID & PRICE BID):

The Bids are liable to be rejected forthwith without any evaluation on the following grounds:

- a) In case both the Technical Bid & the Price Bid is not received through GeM portal.
- b) Technical Bid and/or the Price Bid has been received after Due Date/ Time of the tender submission.
- c) If only the Technical Bid has been received and the Price Bid has not been received, and vice versa.
- d) If the Bid has been submitted without EMD or without declaration as per the eligibility,
- e) If any Price Bid or price information is mentioned in the Technical Bid.
- f) If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or the submitted copies are illegible or the material unexplained and/or Bids not received as per the desired formats & Bidding instructions.
- g) In case of any variation, in the documents / data submitted by the Bidder in support of the Technical Bid and in comparison, with the original documents during technical evaluation, the Bids of such Bidder would be out-rightly rejected / disqualified during technical evaluation of Tender and EMD would be forfeited.
- h) If the price indicated in the Price Bid is Conditional.
- i) If the Price Bid is not submitted in the format as described in Section 'D' in the Tender.
- j) In case the Bidder being an MSE unit as specified at Clause 13 of Section A, fails to submit a copy of the relevant MSE certificate and the required Bid Security Declaration Form along with the technical bid.
- k) If the Bid has been received without the undertaking of acceptance of all terms & conditions.

- l) The above list is only illustrative and there can be other relevant grounds of rejection of Bids.
- m) If scanned copies of tender documents duly signed & stamped in all pages of Tender document, towards acceptance of all terms & conditions of tender, are not attached.
- n) Technical Bid and Price Bid should be uploaded separately on the GeM portal.

8. AIESL's Rights & Discretions

AIESL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i. Suspend and/or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions relating thereto.
- ii. Consult with any Bidder to receive clarification or further information.
- iii. retain any information and/or evidence submitted to the AIESL by, on behalf of, and/ or in relation to any Bidder; and/ or Independently verify, disqualify, reject and/or accept all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- iv. It shall be deemed that by submitting the Bid, the Bidder agrees and relieves the AIESL, its employees, agents and advisers, from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

9. MODIFICATION OF BIDS

- i. The Bidder(s) can modify or withdraw their Bid(s) within the validity period in GeM portal as per the norms.
- ii. In case of withdrawal of the Bid, the Bidder is required to withdraw as per procedure of GeM.
- iii. No Bid shall be modified after the Due Date/Time for submission of Bids.
- iv. Withdrawal/modification of Bid, during the time mentioned above, shall result in the forfeiture of the EMD submitted by the Bidder.

10. EARNEST MONEY DEPOSIT (EMD):

- a) EMD amount is Rs. 2,00,000/. the Bid value of the bidder.
- b) Bidders should make online payment of EMD towards EMD through NEFT / RTGS / UPI in
Banker Name: State Bank of India Account no.: 33029526378
IFSC Code: SBIN0000691
Transaction ID no.:
- c) The Bidder should mention the Tender number along with full name address in the Remarks of EMD.
- d) If the Bidder is a MSE unit and claims exemption from submission of EMD, in such an event the Bidder must submit a copy of the relevant MSE certificate at the address mentioned in the tender along with the submission of the Technical Bid, for their Bid to be considered as per the Tender.
- e) EMD in any other mode other than what is specified above will not be accepted.
- f) EMD will not carry any interest.
- g) EMD of unsuccessful Bidders will be refunded without any interest within 45 days of award of the Contract in favour of the successful bidder.

- h) EMD of the Successful Bidder will be returned without any interest, after receipt of a Bank Guarantee or DD as Security Deposit against the Contract.
- i) EMD of a Bidder will be forfeited if the Bidder withdraws or amends its Bid after the due date, impairs or derogates from the Tender in any respect, or declines to accept or honor the Contract if awarded in his favor within the Bid validity period. If the Successful Bidder fails to furnish Security Deposit within the specified period, its EMD is liable to be forfeited.
- j) AIESL reserves the right to reject / not consider the Bid if it has been received without EMD or proof of submission/details thereof or the EMD has been submitted in a mode other than as specified above, or a valid proof of exemption from submission of EMD has not been provided.

10 MANPOWER DEPLOYED BY SERVICE PROVIDER AND INVOICE TERMS:

- a) The service provider shall give services by deploying “Skilled, Semi-Skilled & Unskilled Manpower contract”, **at TRIVANDRUM location or any other location required by AIESL.**
- b) Manpower shall be engaged 48 hrs a week basis in 05days/06 days a week pattern and should be willing to work in Shifts – Morning, Afternoon, Night shift and Split Shifts as per requirement of AIESL.
- c) The Service provider is required to give sufficient rest and Leave/Off as per Government Rules. Other than Regular Weekly Off/Holidays of AIESL, any other days of absence of the service providers staff will be treated as non-payable days and pro-rata deduction will be made in Monthly Invoice of Service provider.
- d) **Any Staff found not Suitable for the job or found violating the code of conduct of AIESL shall be withdrawn as per the last working date intimated from AIESL HR. Also new staff shall be provided to AIESL after all formalities are completed, within 15 days of request from AIESL HR.**
- e) The staff deployed by Service provider should be purely based on merit. Before induction the staff needs to have approval of AIESL to assess the skill level.
- f) The Skilled and Semi-skilled Manpower Supplied by Service Provider should have more than 1 year experience in Similar Area in Aviation MRO field and in Unskilled category atleast 60% manpower should have experience in Aviation MRO field.
- g) The Service provider staff may be required to visit Airport Premises and for such staff the Service provider has to arrange Airport Entry Permit (Pass) at his own cost
- h) The Invoice every month shall be pro-rata basis of No. of days the Staff reported for duty. Maximum out to AIESL shall be as per the tabulation given under. In case the Service Provides extra allowances in any form, these shall be compensated from the amount permitted under deductions. And no extra payment shall be passed on to AIESL under such head.
- i) Service charge applicable per staff of the price bid, will be on pro-rata basis of the Payable days.
- j) In case the Service Provides extra allowances or OT etc, these shall compensate the Manpower from the amount permitted under deductions. And no extra payment shall be passed on to AIESL under such head.
- k) The Penalty if any, imposed on Service Deficiency every month shall be accounted by the Service Provider in next month invoice.
- l) Invoice settlement if delayed from AIESL or bill amount is disputed for some reason, Service Provider under no circumstance shall delay the timely Wage payment to the Manpower and hamper the Services.

11. MONTHLY REMUNERATION:

The Monthly wages and outgo to AIESL (excluding Service charges and Taxes), and the Minimum Qualification applicable for the Manpower deployed by the Service Provider shall be as follows:

| Category of Manpower Required | No. of Manpower at TRV (a) | Wages per day/staff (Rs) (b) | Total Wages per staff p.m (Rs) (c) | *Payable Wages per day/staff (Rs) (d) | Bonus per staff Yrly (Rs) (e) | Annual CTC per staff (Rs) (f) | Annual Outgo for 124 staff (Rs) (g) | Min Qualification (h) |
|-----------------------------------|----------------------------|------------------------------|--|---------------------------------------|-------------------------------|-------------------------------|-------------------------------------|--|
| Mechanic-Aircraft (Skilled) | 16 | 900 | 27,000 | 720 | 21,600 | 3,45,600 | 55,29,600 | AME Diploma or BTech in related Branch |
| Mechanic-Aircraft (Semi- Skilled) | 16 | 830 | 24,900 | 664 | 19,920 | 3,18,720 | 50,99,520 | |
| Tech Asst (TA)(Skilled) | 20 | 900 | 27,000 | 720 | 21,600 | 3,45,600 | 69,12,000 | |
| TA (Semi-Skilled) | 18 | 830 | 24,900 | 664 | 19,920 | 3,18,720 | 57,36,960 | |
| Diesel Mech (Semi-Skilled) | 2 | 830 | 24,900 | 664 | 19,920 | 3,18,720 | 6,37,440 | ITI or Dip in resp. Branch |
| Electrician (Semi-Skilled) | 2 | 830 | 24,900 | 664 | 19,920 | 3,18,720 | 6,37,440 | |
| Operator (Semi-Skilled) | 1 | 830 | 24,900 | 664 | 19,920 | 3,18,720 | 3,18,720 | 12th & Valid Lic |
| Office Asst (OA)(Skilled) | 7 | 800 | 24,000 | 640 | 19,200 | 3,07,200 | 21,50,400 | Any Degree |
| OA (Semi-Skilled) | 5 | 730 | 21,900 | 584 | 17,520 | 2,80,320 | 14,01,600 | |
| Security(Semi-Skilled) | 3 | 700 | 21,000 | 560 | 16,800 | 2,68,800 | 8,06,400 | |
| Attender/Cleaner (Unskilled) | 34 | 700 | 21,000 | 560 | 16,800 | 2,68,800 | 91,39,200 | 10 th Pass |
| TOTAL | 124 | | Approx. Outgo to AIESL(Excluding Service Charge & GST) for said manpower | | | | 3,83,69,280 | |

***Note:** Payable Wages per day is net Minimum payable after all the deductions. The areas of deduction shall include PF, ESI, Ins, Prof Tax, other statutory deductions, Recruitment cost, Shift/OT Allowances, PPE, Uniform, Admin charges etc. Only factors not included in the deductions is Service charge and GST of price bid.

- The Invoice to AIESL shall be based on the Monthly Remuneration Table given above. Monthly payable Mandays approved by AIESL multiplied by Payable Wages (column d) shall be the Invoice amount to AIESL per staff.
- The Deductions, Monthly wages and Service Charges shall be proportionate to the Payable Days.
- The Wages proposed in above Table is higher than the Minimum wages stipulated by Government and therefore Govt minimum wages if revised, shall be absorbed by the Service Provider. However later if the Govt Minimum Wages exceeds the CTC proposed by AIESL in above table, the difference maybe claimed from AIESL.
- The Bonus shall be paid once in a year before Onam Festival of Kerala. The Amount of Bonus shall be on pro-rata basis of the number of days worked in a year and maximum amount shall be as per the details in table. Bonus amount will be paid to service provider only after the amount is paid to the staff.
- The above remuneration should be paid to the deployed manpower without any deductions (except the applicable statutory deductions) into their bank account directly every month and proof of the same should be submitted along with the monthly bills.
- Annual increments of 1 % on the Payable Wage (column d) indicated in above table shall be paid by AIESL

to the Manpower supplied, provided the Payable Days of respective manpower has crossed 300 Calendar days and 1 year after reporting to AIESL from the Service Provider. The annual increment wages shall be invoiced to AIESL.

- g. The agency shall ensure payment of salary/wages on or before 7th of every month to the deployed manpower through bank account only and proof to be submitted along with the following month's bill.
- h. The Service Provider shall be the Employer for the workers deployed by him for the above activity. AIESL will not be held partially or fully responsible for any dispute that may arise between the Service Provider and his workers.
- i. The Service Provider will comply with all the statutory regulations such as PF, Minimum Wages Act, Bonus Act, Factories Act etc. and obtain requisite approvals from the Local Health Authorities as may be required and as are in force or that may become applicable in future and from time to time in all matters touching this service and all matters there from. He should also maintain the registers and records to that effect, which should be produced before the designated officer at periodical interval.
- j. The Service Provider shall be responsible for recruitment, retention and retrenchment of the Manpower deployed for the Service Provided by them and settlement of disputes arising out of the terms and conditions of the services all the workmen deployed by them.
- k. Minimum Qualification of the Manpower provided shall be as per criteria given above and should be below 45 years of Age, a Citizen of India having valid Aadhaar Card, PAN card and ID proofs.

12. CONDITIONS RELATED TO THE WELFARE OF LABOURS:

- a) The Service provider has to remit PF/ESI/Insurance as per the existing Government guidelines.
- b) The Service provider has to produce the PF Registration Code for his workers as per the Government rules while submitting the first bill. The first bill will be processed only on production of the above code. For subsequent bills, the PF/ESI remittance challan for the engaged Labour has to be submitted for bill processing.
- c) AIESL will not be liable for any medical attention, injury / loss of life of the persons engaged by the Service provider during the work inside the AI ESL premises as per the contract. A suitable insurance coverage (ESI / Group Insurance) for the employees shall be arranged by the service provider at his own cost from the first day of operation, towards medical treatment and compensation of any loss/ incapacitation of their employees arising out of accident etc., as per legal provisions.
- d) The Service provider shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss or otherwise terminate their services at any time. The Service provider shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- e) The Service provider shall employ such staff who are medically fit and above the age of 20 & Below 45 Yrs only. The company has the right to direct the Service provider to remove from the premises such of his staff who may be Technically, physically, or medically found to be unfit.
- f) The Wage and Attendance Registers should be produced to AIESL every month. The Service provider has to disburse the salary/wages for their workmen only through Bank. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI and challans to Welfare Section every month.
- g) The Service provider should be fully aware of safety measures and observe all safety precautions during work. The Service provider should also make his own arrangements to provide requisite safety devices to the workers (Safety Shoes, protective devices etc.), based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the

Service provider to authorities concerned immediately. The Service Provider shall be fully responsible for any accident/incident for his workers.

- h) Minimum Bonus, as applicable shall be paid by the Service provider to his employees as per the Payment of Bonus Act 1965.

13. SECURITY DEPOSIT / PERFORMANCE GUARANTEE:

- i. The bidder who qualifies for award of Contract will have to deposit with AI Engineering services Limited **5% (Five percent) of the Annual value of the Contract towards interest free Security deposit**, within 2 weeks of receipt of the Contract and or before commencement of work. The Security Deposit is to be paid by way of Account Payee Demand Draft, Banker's Cheque, Bank Guarantee (BG) issued from any commercial bank, Fixed Deposit Receipt from any Commercial bank, in favor of 'AI Engineering Services Limited' (AIESL), payable at Delhi.
- ii. In case of submission of Security Deposit by Bank Guarantee, it may please be noted that the original BG must be forwarded by the Bank directly to AIESL through registered AD (Acknowledgement) as per the detailed procedure which will be advised to the Successful Bidder. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the successful bidder.
- iii. Security Deposit if provided by way of Bank Guarantee shall be furnished on non-judicial stamp paper of appropriate value and in the prescribed format.
- iv. The Security Deposit / Bank Guarantee will be refunded / returned without interest at end of Contract Term after adjusting for damages, if any, that may be imposed under the terms of the Contract.
- v. Validity of the SD / BG would be till 60 days after the scheduled completion of all obligations under the Purchase Order / Contract period.
- vi. Security Deposit (SD) is mandatory for the successful **MSE Units** also.
- vii. In case of MSE Bidder, the Security Deposit can be deposited on yearly basis, renewable every year.
- viii. In case, Security Deposit is not deposited as per the terms of the Tender and the Contract, before the commencement of the Services, the bills presented by the Successful Bidder shall not be processed for payment till the time the Security Deposit is deposited by the Successful Bidder. In the event the Security Deposit is not deposited by the Successful Bidder within 45 days from the date of award of the Contract, AIESL reserves the right to terminate the Contract and re-issue a fresh tender for providing the Services under the Contract at the sole risk and cost of the Service Provider.
- ix. In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / Bank Guarantee be invoked.
- x. Such Security Deposit shall not bear any interest and shall be refunded without interest only on successful completion of the Contract and upon fulfillment of all Contractual obligations.

14. PRICE NEGOTIATION

As a general norm price negotiation are not to be carried out by AIESL with the bidders. Negotiations, if at all deem necessary and as an exception may be held for better pricing with the L1 bidder only.

15. EVALUATION PROCESS FOR TECHNICAL BID (STAGE 1)

- i. The Technical Bids would be first evaluated for compliance. During the evaluation, AIESL reserves the right at its sole discretion to seek whatever information, documents etc. from the Bidder as it may consider necessary for the purpose of evaluation of the Bids.
- ii. In the event the Bidder fails to provide any information or documents sought by AIESL, the Bid of the said Bidder shall be rejected by AIESL. No correspondence in this regard will be entertained
- iii. The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned under Section B and C, and other requirements of the Tender would be considered for next stage of Tender process, and they would be duly intimated by email.
- iv. AIESL authorities may visit the vendor premises or conduct video call with the bidders to understand their work place, office upkeep and to verify the records.

16. EVALUATION PROCESS FOR PRICE BID (STAGE 2):

- i. The Price Bids of only those Bidders who qualify under the Criteria as specified in section B, C, & D and comply with the other Tender requirements would be opened. The date and time of opening of the Price Bids would be intimated in advance to the Bidders who get qualified in the Technical Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.
- ii. Price Bids should be submitted strictly as per details given in Section 'D' in the tender hereto. The detailed procedure / method of quoting and criteria for evaluation of the Price Bids has been provided in Section D.

17. AWARD OF CONTRACT/AGREEMENT, ACCEPTANCE, COMMENCEMENT / EXECUTION

The award of Contract shall be subject to fulfillment (in addition to eligibility criteria and the undertakings as provided under the Tender) of following conditions by the Bidder:

- i. The Successful Bidder must convey acceptance of Letter of Intent (LOI) within 7 days of receipt of the same and provide their bank details with a cancelled cheque.
- ii. The successful Tenderer, after completing the formalities as listed above, should commence the service on finalization of tender, within 15 days from the date of issue of the Letter of Intent (LOI) /Contract. And the LOI/Contract shall be confirmed within three days (3Days) of its receipt.

18. FRAUDULENT PRACTICES:

AIESL requires that Bidders observe the highest standard of ethics during the Bidding process and execution of contracts. In pursuance of this, AIESL defines, for the purposes of this provision, the terms set forth as follows:

- a) "Corrupt practice" means the offering, giving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b) "Corrupt practice" means Advertisement or Misguiding manpower utilizing AIESL brand name or misguiding the candidates as Govt job or soliciting of any funds to influence the manpower engaged for AIESL in the process of the contract execution.

- c) "Fraudulent practice" means a misrepresentation of facts 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 AIESL of the benefits of free and open competition.
- d) If a bidder is found indulging in corrupt/fraudulent practices, AIESL :
 - i) 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.
 - ii. Shall declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period if at any time, AIESL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
 - iii. Shall rescind the Contract forthwith, in case of Service Provider adopting fraudulent / corrupt practices during the currency of the Contract.
 - iv. Bid Security Declaration will be applicable, or Security deposit shall be forfeited, as the case may be in addition to the above-mentioned remedies which AIESL shall have.

19. SUB-CONTRACTING:

The Service Provider shall not sub-contract the work or any part thereof, to any other person, concern, firm or company. Sub-contracting will result in termination of the contract with immediate effect without any liability on "AIESL" and also without prejudice to any other rights which "AIESL" may have against the Bidder under the Contract.

20. CONTRACT MANAGEMENT:

Work order will be released through GeM

21. PENALTY CLAUSE / LIQUIDATED DAMAGES:

- a. AIESL reserves the right to conduct the spot/surprise checks, which could be conducted by AIESL's representative/any third party authorized by AIESL, anytime to point out short comings and deficiency in the services rendered by the successful tenderer.
- b. Data of AIESL is secured as per rules of Government of India, Statutory and Regulatory Authorities. Any breach of the data and violation of the Secured data by Service Provider would be dealt with utmost seriousness.
- c. If the successful tenderer having been informed by AIESL of the failure/ nonperformance of the Services fails to remove/rectify the shortcomings/defects within 3 days, AIESL may proceed to take penal action as may be necessary at successful tenderer's risk and expenses and without prejudice to any other rights which AIESL may have against the successful tenderer under the Contract including but not limited to AIESL's right to terminate the Contract.
- d. AIESL, at its sole discretion reserves the right to impose penalties (refer below) on the tenderer for non-compliance of the services. In the event of repeated instances of deficiency in the services rendered by the successful tenderer, AIESL shall have the right to terminate the contract.
- e. AIESL shall be entitled to impose a penalty upon the Agency to the extent of Rs.1,000/- each for each of the Service violation on the 1st occasion in the event of breach, violation or contravention of any of the terms and conditions contained herein.

- f. If the Service provider is found to engage Any Corrupt or Fraudulent practice related to Contract with AIESL, penalty of Rs.25,000/ or its multiples can be imposed
- g. If the lapse is repeated again, the extent of penalty can be doubled on each such occasion and may result in Termination of the contract. The decision of the General Manager (Engg.) Trivandrum in this regard shall be final and binding upon the Agency.
- h. Some of the instances in which penalty would be imposed, are enumerated below. But these are not exhaustive and penalty may be imposed on any violation, breach or contravention of any of the terms and conditions as well as assigned duties and in following conditions:-
 - i. Not providing the requirement manpower or not within the specified time
 - ii. Causing loss to the organization due to data breach or intentional damage to AIESL assets
 - iii. Intentional delay in reporting to duty.
 - iv. If the staff found indulging in smoking/drinking alcohol /sleeping during duty hours.
 - v. If the behaviour of staff found discourteous.
 - vi. Use of Mobile phone resulting in Lapse of duty
 - vii. Staff reports without Uniform, PPE, ID cards.
 - viii. Persons other than mentioned in the approved list supplied by the agency if engaged for duty.
 - ix. Manpower given to AIESL found be engaged in other firms -Dual employment or moonlighting
- i. In case the service provider fails to provide the required number of Staff as stipulated in the tender or in case if the Service provider fails to carry out the job or in case the job carried out by the Service provider is not satisfactory, the Company is empowered to get the job done including through other parties. In such cases the charges for those services will be levied to the service provider.
- j. Any deficiency in service resulted in damage / injury / loss to the AIESL and its personnel, the Service Provider will make arrangements to pay suitable compensation to affected employee or their legal heirs depending upon the merits of each individual case. Any such or related claim shall be the responsibility of the Service Provider.
- k. The Service Provider if found unable to provide service as per the agreement and his contract terminated due to dis-satisfactory service, the service provider automatically becomes ineligible for applying for future contracts of AIESL concerns for 3 Years (Excluding the present contract period starting with Date of issue of LOI).

22. ERRANT BIDDERS:

In case after Price Bid opening, the L-1 Bidder is not awarded the Tender for reason solely attributable to such L-1 Bidder, for reasons as mentioned in this Tender, thereof leading to re-tendering, and such Bidders shall be debarred for a period up to 01(one) year from participation in the next tender for the subject services as well as against any tender enquiry for any service sought by AIESL and its sister concerns at all locations. AIESL further reserves the right to blacklist the Bidder for a period up to 3 (three) years.

23. JURISDICTION:

Any Dispute whatsoever arising out of this Tender shall be subject to the exclusive jurisdiction of the courts of Delhi only.

24. OTHER CONDITIONS:

- (i) The accident /incident liability during the course of execution of the Contract is the sole responsibility of SP, and insurance of the personnel will be under the purview of the SP alone.

- (ii) The SP should ensure the safe disposal of the debris and scrap / garbage generated during the execution of said work away from the premises.

25. ZERO DEVIATION

Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions. This is a zero deviation Tender, and no deviation shall be permitted.

26. SUBMISSION OF INVOICE:

Original invoice along with to be submitted to MMD, AIESL, Trivandrum for payment purpose as given in the Purchase Order.

The invoice shall be submitted to:

**AIESL MRO TRV
Material Management Division (MMD), Hangar Unit,
TRV – MRO Opposite KSEB,
Chackai, Trivandrum Kerala – 695007**

27. PAYMENT TERMS:

- Payment will be made **within 60 days** (within 45 days in case of MSE) from the date of receipt of monthly Invoice.
- Only single payment will be made every month. No part payment will be done.
- Payment will be made through ECS mode (or) by Cheque
- The invoices should be submitted as per agreed tender terms & conditions clearly with the breakup along with the supporting documents, failing which may result in delays for payment process until the SP submits the clear and relevant supporting documents.
- Successful bidder is required to submit duly verified Bank Mandate form along with copy of relevant cheque leaf, duly cancelled to enable Accounts to make payment through ECS., NEFT etc on the day of acceptance of LOI by SP.
- TDS shall be deducted by AIESL from the payments, as per the applicable laws.

28. FALL IN PRICE CLAUSE:

The Service Provider should pass on any benefits arising due to lower taxation or change in input cost by virtue of some exemption by government or for any reasons during the contract/order.

29. INDEMNIFICATION:

- i. The Service Provider shall indemnify AIESL from all liability arising out of any claim, /Penalty, / loss or damages, including costs (including counsel fees and reasonable legal cost) thereof, arising out of any breach or violation by the Service Provider of any provisions of any law, including but not limited to the intellectual property rights whether in India or any other country and labor laws governing the employees of the Service Provider. 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 Service Provider, without prejudice to the other rights available to AIESL under any applicable law.
- ii. The indemnity Bond enclosed shall be signed and submitted by the bidder.

30. CONFIDENTIALITY:

The Parties (i.e., the Service Provider and AIESL) shall at all times keep confidential, all information

acquired in consequence of this proposal and Service rendered, except for information which they may be entitled or bound to disclose under compulsion of law or were requested by regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

31. EXIT / TERMINATION OF CONTRACT:

- i. AIESL shall also be at liberty to terminate the Contract for any reason including change in situation/circumstances, etc. by providing a 30-day prior written notice to the Service Provider.
- ii. The Contract can be terminated by Service provider giving 90 days' notice in writing to AIESL after 1 year. However, AIESL, reserves the right to terminate/cancel the Contract within one year or later partially or fully with 90 days' notice and without any liability to AIESL. In such an 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 obligations arising out of the agreement till the termination.
- iii. Upon expiry of the agreed period of contract, AIESL reserves the right to extend the Agreement for a period of 90 days at the same rates, terms and conditions.
- iv. In case the Service Provider fails to provide the Services as per the contract, they will be debarred or blacklisted as per our norms and loss/cost incurred to take the services from new party will be levied on SP.

32. CLAIMS FOR DAMAGES

- AIESL shall promptly notify the Service Provider of any claims / deficiency on the part of the Service Provider arising under / out of the Contract.
- In case the Service Provider, having been notified by AIESL, fails to take remedial action within the stipulated time as advised, AIESL may take a remedial action without any further notice, at the Service Provider's sole risk and cost. AIESL shall also levy penalty /terminate the Contract without prejudice to any other rights which AIESL may have under the Contract or under any applicable laws.

33. FORCE MAJEURE

Neither the Service Provider nor AIESL (collectively "Parties" and individually "Party") shall be in breach of any obligation under the Contract if it is unable to perform that obligation in whole or part by reason of occurrence of Force Majeure Event.

Force Majeure Event means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity, or events such as a war, strike, riots). The affected Party shall give immediate notice in writing of occurrence of a Force Majeure Event as soon as it occurs (in any case not later than 5 days of information about the occurrence of such an event becoming known to such Party) and shall thereafter keep the other Party informed of the continuation or termination of such event as soon as possible (and in any event within three (3) days of the continuation or termination of such event).

Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force

Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Contract.

The Party so affected shall take all reasonable steps to remedy the failure and reasonably allocate its available resources, giving priority to perform its obligations under the Contract and to keep the other Party informed of the steps being taken to mitigate the effects of an event of force majeure.

If the performance in whole or in part or any obligation under the Contract is prevented or delayed by any reason of subsistence of a Force Majeure Event for a period exceeding 90 (Ninety) days, either Party may at its option terminate the Contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the Contract for delay or breach of Contract, the Service Provider would not be liable for imposition of any such damages so long as the delay and/or failure of the Service Provider in fulfilling its obligations under the Contract solely attributable to the occurrence of a Force Majeure Event.

34. RESOLUTION OF DISPUTES AND ARBITRATION:

Any dispute or difference, whatsoever, arising out of this service agreement shall be referred to the sole arbitration of the General Manager (Engineering)/ CMM, AIESL, Trivandrum or the person appointed by him whose decision shall be final and binding on the parties.

35. INTERPRETATION:

In the event of any difference in the interpretation of any of the clauses of the Service Agreement and / or the Tender documents, the clarification given by General Manager (Engineering)/CMM AIESL MRO, Trivandrum shall be final and binding.

36. EXPENSES

Each Party shall bear its own costs and expenses (including legal expenses) associated with the preparation, negotiation and execution of this Contract and any other relevant documents.

37. SEVERABILITY

If any clause, section, or provision of this Contract is found to be invalid, illegal, or unenforceable, by the provisions of the applicable law, such invalidity, illegality, or unenforceability shall not render the remaining clauses, sections, or provisions hereof invalid, illegal, or unenforceable. In such a case, the Parties shall mutually agree and amend this Contract as appropriate, seeking to achieve the minimum extent necessary to make this Contract, legal valid and enforceable.

38. AMENDMENT

No amendment, modification, variation, or waiver of any provision of this Contract shall be binding or effective unless the same has been made in writing and signed by a duly authorized representative of each of the Parties hereto.

39. GOVERNING LAW

This Contract shall be governed by, construed, and enforced in accordance with the laws of India.

40. OTHER TERMS & CONDITIONS:

- i. It is further clarified that any Bidder signing the Bid and other documents in connection with the Tender must certify whether he signs 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 should be signed by all the Partners. Constituted attorney of the firm if it is a Company.
 - c) Authorized signatory of the firm
- ii. Issue / submission of Bid form does not necessarily mean that the Bidder is an eligible Bidder.
- iii. Bidder is advised to quote strictly as per terms and conditions of the Tender and not to stipulate any deviation / exceptions.
- iv. Our Tender closes on the Due Date/ Time specified in Tender. Bidders must submit their Bids well in time before the scheduled close date and time of the Tender to avoid any last-minute glitches such as postal or courier problems or for any other reasons.
- v. AIESL will not entertain last moment request for extension of Due Date/ Time and reserves the right to accept or reject such request for extension at its sole discretion.
- vi. The Due Date/Time of Tender may be extended at any time prior to the date of closing of Tender. The closing date of submission of Bids may be extended at any time including after the scheduled date of closing, at the sole discretion of AIESL.
- vii. AIESL reserves the right to close the Tender / reject any /all Bids at any stage of Tender at its sole discretion, without any additional cost to AIESL
- viii. AIESL reserves the right not to consider the Bid of any Bidder, blacklist the Bidder for a period up to 3 years, if it is determined / noticed at any stage during the Tender process or after Contract Period that the Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice to Bid / obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AIESL where to AIESL reserves the right to take appropriate actions as deemed fit, in AIESL sole discretion.
- ix. AIESL reserves the right to reject/not consider at its sole prerogative the Bids of such Bidders who have been involved in any litigation with AIESL in the last 5 years / ongoing litigation or arbitration with AIESL or have been blacklisted/ debarred by any PSU, Govt. bodies.
- x. Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax, EOW etc. In the event of any Suppression/ Misrepresentation of such facts AIESL reserves the right, at its sole discretion, to take appropriate action as deemed fit including but not limited to disqualification of the Bidder and termination of the Contract
- xi. Any clarifications sought by AIESL with respect to the Bids submitted by the Bidders will be considered as a part of the Bid and AIESL reserves the right to seek clarifications at any stage of the Tendering process.
- xii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

- xiii. All relevant documents required related to the Services to be provided under this Tender are to be submitted by the Bidders at their own cost.
- xiv. Bids should be unconditional. Conditional Bids would not be accepted and are liable to be rejected.
- xv. The terms of the Tender and the Contract are CONFIDENTIAL, and anything contained in the tender shall not be disclosed by the Bidders to any third party in any manner, whatsoever.
- xvi. Bidder shall give the official mailing address, email, and phone numbers to which all correspondences shall be sent by AIESL. Also, in the event the address of the Bidder is changed, the same shall be intimated to AIESL immediately by the Bidder.
- xvii. AIESL reserves the right to annul the Tender process and reject any or all the 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 of such annulment/rejection. AIESL further reserves the right to add/delete/modify any one or more of the terms and conditions contained in the Tender or any of the agreements proposed to be entered into by AIESL with the Successful Bidder.
- xviii. The Near Relatives of employees of AIESL office who is likely to benefit the Bidder during the award/implementation of Contract are prohibited from participation in this Tender. Near relatives are defined as:
 - a. Members of Hindu undivided family.
 - b. Their husband or wife
 - c. Relatives in the manner as father, mother, son(s), son's wife, daughter(s), Daughter's husband, brothers, brother's wife, sister, and sister's husband
- xix. The Bidder should quote the figures as well as in words the rates and amount in figures only as per the Price Bid format given in Section –D The language for filling Tender Documents shall be in English.
- xx. When there is a difference between the rates in figures and in words in Price Bid, the rates which corresponds to, the amount worked out by the Bidder, shall be taken correct as per the following:
 - a. When the amount of any item is not worked out by the Bidder or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Bidder in words shall be taken as correct.
 - b. When the rate quoted by the Bidder in figures and in words tallies but the amount is not worked out correctly, rate quoted by the Bidder shall be taken as correct and not the amount.
- xxi. All rates shall be quoted on the proper form (i.e., the Price Bid format) of the Tender alone. Special care should be taken to write the rates and all amounts in figures as well as in words.

41. PARTICIPATION OF THE BIDDERS DURING OPENING OF BIDS

The Technical Bids shall be opened on GeM at the below mentioned address:

Material Management Department
AI ENGINEERING SERVICES LTD, Opposite KSEB,
Chackai, Trivandrum Kerala – 695007

42. AMENDMENTS / CLARIFICATIONS

Amendments, corrigendum, clarifications if any, and any extensions of the due date of opening of the Bids, as per the requirements of AIESL, will be intimated by hosting the notice on AIESL's website only.

NOTE:

- a) The Bidder may modify or withdraw their Bid after the Bid submission but prior to the date/time of opening of Bids subject to SOP for such activities in GeM, Last modified Bid by the Bidder shall be treated as the final Bid.

- b) No Bid shall be modified/withdrawn after the date/time of opening of Bids. Withdrawal of a Bid after the date/time of opening of Bids shall result in application of Bid Security Declaration For duly submitted by the bidder(s) in place of EMD.
- c) Bids of the Bidders who have sent such withdrawal notice in writing shall be returned on the day of opening of the Bids in a Sealed condition with note of acknowledgement to that effect from such Bidders.
- d) All the pages of the Bid must be mandatorily signed and stamped by the authorized signatory and enclosed along with the supporting documents as required in the Technical Bid.
- e) All documents in support of the Bid must be submitted in accordance with the checklist as per Check sheet attached in Section C of the Tender.

43 PRICE PREFERENCE

MSE / MII units registered with NSIC and having Udyam Certificate under its Single Point registration scheme or with Directorate General of Supply and Disposal (DGS&D) are entitled to price preference up to 15% over the offer of Large scale sector and 5% over the offer of Public sector undertaking, provided the offer under consideration are otherwise clear for acceptance in all respects.

The MSE for the tendered item and quoting price within a price band of L1+15% may be awarded provided the MSE agrees to bring down their price to L1 in a situation where L1 price is from a party other than an MSE.

MSE not registered for the particular trade for which the tender is relevant, would not be eligible for exemption or preference. The registration certificate issued under Udyam registration must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period. MSEs who have applied for the registration or the renewal of registration under Udyam but have not obtained a valid certificate as on close date of tender, are not eligible for exemption or preference.

Purchase preference to MII

To encourage Make in India and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, department of promotion of industry and internal trade (DPIIT), ministry of Commerce and Industry, Govt of India, issued Public procurement (Preference to make in India) Order 2017. The order is issued pursuant to rule 153 (iii) of GFR 2017.

44 DOCUMENTS TO BE SUBMITTED TO HR-AIESL

| S/ N | Document Type | Scheduled Date | Periodicity | Remarks |
|-----------------|---|--|--|--|
| 1 | PF/ ESI/ Group Insurance Code | On Award of Contract | One time/ as and when required by AIESL | |
| 2 | Form VI – A & VI – B under Contract Labour Regulation and Abolition (CLRA) Act | On Commencement and yearly once | yearly once | Form VI – A to be submitted to Labour authorities and a copy to submitted to AIESL. Form VI – B to be submitted to AIESL |
| 3 | Labour Licence | To be obtained immediately from Labour Authorities in case of engagement of 20 or more contract workers | One time/ on renewal of License/ as and when required by AIESL | |
| 4 | Bio Data form with proper ID proof, AADHAAR, Police Verification/Passport& Latest two Photographs | To be submitted for all employees immediately on award of contract and as and when new employees are engaged | One time/as and when required by AIESL | Required for providing ID cards to enable entry into AIESL premises and for record purpose |
| 5 | Wage Register | To be submitted on or before 5 th of every month | Monthly | To be endorsed by the Service Provider and AI ESL authorized executive |
| 6 | PF/ ESI remittance | To be submitted on or before 5 th of every month | Monthly | |
| 7 | Monthly Entry Format | To be submitted on or before 25 th of each month | Monthly | |

SECTION B: SCOPE OF WORK

GENERAL DESCRIPTION OF WORK:

1. Skilled, Semi-Skilled & Unskilled staff will be provided to report Daily to AIESL and they will report on 48 hrs. per week basis as per requirement for 5 days or 6 days a week. If during any day OT is incurred Time off shall be given to compensate OT working and no separate OT shall be payable by AIESL. Should be willing to work various shift patterns as per requirement of AIESL.
2. The service provider is required to deploy daily at least a Supervisor staff of the Service Provider at Trivandrum MRO premises of AIESL along with a Computer & Stationary for Administrative works of the Agency. No Bill shall be made to AIESL for this Staff and the cost can be included in Service Charge of the Price bid. He/She shall perform Admin jobs of Service provider and Co-ordinate the Manpower provided to AIESL.
3. The requirement covered in the Tender is for "124" Manpower under various categories in Trivandrum Location. The Category wise Manpower needed and no. of Manpower under present or new categories shall be as per the requirement of AIESL from time to time. AIESL may require the Service under this contract at other locations on same terms and Conditions if need arises.
4. The Service provider is required to give sufficient rest and Leave/Off as per Government Rules. Other than Regular Weekly Off/Holidays of AIESL, any other days of absence of the service providers staff will be treated as non-payable days and pro-rata deduction will be made in Monthly Invoice of Service provider. The payment calculation is elaborated in Clause 11 (monthly remuneration) above.
5. The Service provider staff may be required to visit Airport Premises and for such staff the Service provider has to arrange Airport Entry Permit (Pass) at his own cost.
6. This Scope of work is further to the Terms and Conditions mentioned in the Tender under various clauses.
7. The Payable Days shall be worked out considering the Daily present for duty, Weekly off, Holidays, Leave applicable etc. AIESL HR shall approve the payable days.
8. Every Manpower deployed to AIESL should have Offer Letter issued by Service Provider to him/her indicating his engagement in the Rolls of the Service provider and same should be produced before his reporting to AIESL. The validity of the offer has to meet the Duration of deployment in AIESL.
9. **The Service provider shall ensure the following without any additional expenses to AIESL:**
 - a) Uniform and Personal Protective Equipment (PPE) etc, as mandated by AIESL from time to time. This shall include Safety shoes, Helmets, Safety jacket etc.
 - b) The staff reports to office as per AIESL office timing assigned to the staff. If any Lady staff or others are required to report in odd timing the safety and transport arrangement shall be made by Service provider. No Transport arrangement shall be made by AIESL.
 - c) While the manpower can avail AIESL canteen facility, no subsidy of canteen shall be extended to the Service provider staff.
 - d) Any medical requirements or emergency of the Manpower, the arrangements for medical care shall be made by Service provider.
 - e) Meet any requirements for the manpower provided, stipulated under Indian Factory Act
 - f) Ensure all documents and manpower recruitment & engagement process are in-order and submit

on-time whenever requested by AIESL or Labour officers

- g) Provide ID card of the Service Provider, after Police verification. Police verification and Photos should be recent and not more than 6 months old.
- h) If requested by AIESL the Daily reporting details shall be captured in Electronic form and submitted.
- i) A Supervisor of the Agency for Admin and monitoring jobs.

10. The jobs and Responsibilities for Skilled and Semi Skilled staff working in Aircraft or Aircraft related Shops, shall be assigned by Respective In-Charges from time to time and Broad areas of job includes:

- Execute work on Aircraft component and / or equipment thereof, workshop equipment and all other types of equipment owned and / or operated and/or handled by AIESL and / or carries out similar work entrusted to AIESL by outside agencies.
- Execute work on aircraft component and / or equipment thereof as per maintenance repair work packages issued from time to time, and / or as directed, and do related paper work, and other pertinent work as assigned by AME.
- To repair component as per directions and / or drawings.
- To draw, supply of units, spares, tools, jigs etc., from the stores/Manager Service Engineer and to carry out related paper work as assigned by AME.
- Movement of aircraft component and equipment thereof, other equipment etc., to the place of work in the workshops.
- To ensure up-keep and maintenance of individual tool kit and other equipment, tools etc. under his Charge and return of the tools in clean and arranged condition.
- To ensure that safety devices are not infringed with.
- Observe Human factor, regulatory requirements in the maintenance activity.
- To bring to the notice of his superiors any incident / accident or any abnormality observed during the course of his duties.
- To accept flexibility in deployment on type & place of work assigned to him as and when required.
- To carry out such other duties as assigned to him from time-to-time by his superiors.
- Ensure both their own and the safety of other personnel in the vicinity of the working environment.
- Perform their tasks in compliance with regulations and Company procedures.
- Practice and promote the Company's safety policy.
- Notify hazards and safety-related events and report any relevant information to the Safety Manager of AIESL.
- Take note of the lessons learned from incidents and accidents, be mindful of the risks, and take all appropriate measures to protect themselves and the others from these risks in their daily activity.
- Participate in safety briefings, meetings and events.

11. The scope of Back office /Administrative areas Skilled, Semi-Skilled and clerical Job will partly vary as per Activity Centre as per area manpower is deployed. Back Office activity will be required in Planning, Industrial Engineering, Technical Services, Technical Billing, Finance, HR, Stores, Facility Divisions, General Admin or IT related areas as per the requirement of AIESL. Broad areas of work for these Skilled and Semi Skilled jobs includes:

- Carry out any clerical or Technical jobs assigned by Division he/she is assigned,
- updating Records in Computer,
- Filing of Records,
- Performing accounts transactions,
- Perform MRO ERP entry and monitoring,
- Attending the Divisions mails and sending appropriate reply,
- Resolving work related issue/complaints in an amicable way,
- Managing Stock by receiving items, unpacking, binning and Issuing items,
- Performing Maintenance of Equipment's etc,
- Liaison with outside parties, Visit customer premises
- Should be proficient in English language with good Typing skills and verbal communication.
- Keeping the Office space used neat and clean

12. The Semi Skilled jobs of Diesel Mechanic, Electrician, Air-conditioning, Painter, Welder shall be as per assignment given from AIESL and shall broadly include:

- Installing, maintaining, and repairing electrical systems, machinery, HVAC units, plumbing, and welding structures.
- Diagnosing faults in electrical circuits, mechanical equipment, HVAC systems, and welding joints using diagnostic tools like multimeters, voltmeters, oscilloscopes, and pressure gauges.
- Performing routine inspections of electrical circuits, machinery, engines, HVAC units, plumbing systems, welded joints, and paint coatings for wear, corrosion, or damage.
- Repairing or replacing faulty components such as wiring, circuit breakers, switches, motors, compressors, pumps, belts, gears, and welding parts (e.g., pipes, frames, metal surfaces).
- Using specialized tools like wrenches, torque wrenches, power tools, multimeters, soldering irons, arc welders, MIG/TIG welding equipment, sanders, and spray guns.
- Reading and interpreting blueprints, schematics, technical drawings, and welding plans to guide installations, repairs, or painting projects.
- Performing welding operations (arc, MIG, TIG) to fabricate, repair, or assemble metal components, and ensuring structural integrity of welded joints.
- Applying coatings of paint, varnish, or sealant to surfaces, ensuring proper preparation of surfaces (sanding, priming) for optimal paint adhesion and finish.
- Repairing and maintaining systems such as electrical panels, motors, HVAC units, Mechanical units, piping, and welded structures for durability and performance.
- Welding metal parts to fabricate structural components, machinery, and equipment, ensuring precision and meeting safety standards.
- Calibrating and adjusting electrical systems, mechanical components, HVAC units, and welded structures for optimal performance and safety.
- Installing and wiring electrical outlets, switches, distribution panels, and motors in residential, commercial, or industrial settings.
- Using spray guns or brushes to apply paints, stains, and coatings to walls, metal parts, or machinery, and ensuring a consistent, professional finish.

- Assembling mechanical systems by installing motors, pumps, compressors, belts, and valves, and ensuring all parts are functioning correctly.
- Testing and calibrating air conditioning, refrigeration, and heating systems to ensure proper cooling, heating, and air circulation.
- Repairing or fabricating metal objects (e.g., machinery parts, frames, supports) using welding techniques, and ensuring precision and strength in welds.
- Repainting or refinishing equipment and machinery, including applying rust-resistant coatings to prevent corrosion.
- Replacing or repairing damaged metal, piping, or structural elements using welding and cutting tools, and ensuring the structural integrity of the materials.
- Managing inventory of parts and tools, including electrical components, mechanical parts, paint supplies, welding materials, and plumbing tools.
- Providing estimates and consulting clients on the cost, materials, and time required for electrical, mechanical, HVAC, welding, or painting projects.
- Cleaning and maintaining tools and equipment, such as welders, compressors, sprayers, mechanical tools, and electrical testing devices, ensuring their longevity and safety.
- Finishing and refinishing metal surfaces (e.g., removing rust, smoothing welds) and preparing them for coating or use in mechanical systems.
- Coordinating with other Service Provider (e.g., electricians, plumbers, carpenters) during construction or renovation projects to ensure all systems are properly integrated.

13. Operator Semi-Skilled shall work as per the job assigned by AIESL from time to time and broadly given under:

- Safely transport aircraft within the hangar and between different workstations using tugs, tow tractors, or other ground handling equipment.
- Move maintenance equipment, tools, and materials to and from different areas within the hangar to support maintenance operations.
- Operate ground support equipment (e.g., aircraft tow vehicles, fuel trucks, and maintenance carts) as needed for aircraft servicing or maintenance tasks.
- Deliver aircraft parts, tools, or supplies to mechanics, technicians working on maintenance tasks.
- Coordinate with maintenance staff to ensure timely movement of aircraft and materials, minimizing downtime and ensuring efficient workflow.
- Position aircraft correctly within the hangar for inspection, maintenance, or repair, ensuring safety and accessibility for maintenance crews.
- Ensure all movements of aircraft and equipment comply with safety protocols and regulatory requirements.
- Maintain records of aircraft movements, deliveries, and equipment used, ensuring accurate tracking for maintenance logs.
- Perform daily checks on vehicles and ground support equipment to ensure they are in good working condition before use.

14. Unskilled staff shall work as per the job assigned by AIESL from time to time and broadly given under:

- Upkeep of office and premises in neat and tidy conditions
- Work in Aircraft or non-Aircraft areas as per jobs assigned by AIESL
- Delivering letters, files, and official documents within and outside the office.
- Maintaining records of documents or packages received and dispatched.
- Running errands, such as paying bills or delivering notices to external locations.
- Receiving guests and directing them to the appropriate staff or department.
- Serving tea, coffee, or snacks during meetings or to senior staff.
- Setting up meeting spaces, including preparing seating arrangements and equipment.
- Handling heavy files, boxes, or other equipment within the office or between departments.
- Moving office supplies, equipment, or resources as needed.
- Moving goods, material, items into or outside the premises when directed.
- Assisting with the setup and arrangement of furniture or equipment.
- Carrying and transporting materials, supplies, or documents within the workplace.
- Helping with basic clerical tasks, such as filing or sorting documents.
- Provide any form of Support Requested by Maintenance staff.
- Cleaning or Aircraft Components, Aircraft Floor or Compartments, Aircraft Toilet or Hangar Floor
- Helping with inventory management by checking stock levels or organizing supplies.
- Assisting with maintenance or cleaning tasks, such as sweeping, dusting, or organizing.
- Assisting in the unloading and storing of deliveries or shipments.
- Helping with the preparation of materials or resources needed for projects.
- Acting as a messenger between different departments or offices.
- Offering general support to teams during busy periods or special projects.

SECTION- C

TECHNICAL BID FORMAT

1. Technical Bid Format to be submitted with Check list provided below in the tender document.

| | | | | |
|-----|--|--|---------------------------------|-------------|
| 1. | Tender for | Service Contract by Engaging Skilled, Semi-Skilled & Unskilled staff in AIESL at Trivandrum | | |
| 2. | Name of the Company / Establishment | | | |
| 3. | Full Address of Registered Office | | | |
| 4. | Full Address of Office at Trivandrum | | | |
| 5. | Name of Authorized Signatory | | | |
| | Telephone No. | | | |
| | Mobile No. | | | |
| | E-mail ID | | | |
| 6. | Nature of Company [Whether Proprietorship Firm/ Partnership Firm /Private Limited Company /Public Limited company /Corporation / Any other to be Specified] | | | |
| 7. | Particulars of Statutory Registration – Issued in the name of the Tenderer. (to enclose self- attested copies of the same) (Must Condition) | | | |
| | Details | Number | Date of Issue | Valid Up to |
| 7.1 | PAN No. Submit the copy along with the Technical Bid | | | |
| 7.2 | GST Registration No. Submit the copy along with the Technical Bid | | | |
| 7.3 | PF Registration | | | |
| 7.4 | ESI Registration | | | |
| 8. | Whether having minimum 36 Months experience as ‘Service Provider’ in the field of Manpower contract during last 3 Years as on 01.11.2024. (Must Condition) (Submit the copies of documentary proof along with the technical bid) | Yes /No | If NO, bid will be disqualified | |
| 9. | Whether having working office in TRV/ Kerala. To enclose self-attested copy of Lease agreement/Electricity bill/Telephone bill. (Must Condition) (Submit the copies of documentary proof along with the Technical Bid) | Yes /No | If NO, bid will be disqualified | |
| 10. | The average annual turnover of Rs.1.50 Crores or above during each of last THREE financial years relating to the business of Manpower Services anywhere in India during 2021 -2022, 2022-23& 2023-24. (Must Condition) .To self-attested scanned copy of relevant pages of Balance Sheet and P&L account, duly authenticated by CA, should be submitted along with the Technical Bid. | Yes /No | If NO, bid will be disqualified | |

Section- C (Continued)

| | | | |
|----|---|-----------|----------------------------------|
| | 10.a. Turn over for of the above THREE Financial Years be specified | 20__-20__ | Rs...../- |
| | | 20__-20__ | Rs...../- |
| | | 20__-20__ | Rs...../- |
| 11 | The Tenderer must submit self-attested Income Tax Return for the THREE Financial Year furnished in 10.a above, with their Technical Bid. (Must Condition). | Yes /No | If NO, bid will be disqualified |
| 12 | Is any of your Director/Employee or his/her Immediate Relative on the payroll of 'AI ESL' (if Yes, give details) | Yes /No | If YES, bid will be disqualified |
| 13 | Has any Director/Partner/Proprietor been convicted any time by court of law? (if Yes, give details) | Yes /No | If YES, bid will be disqualified |
| 14 | Agree to all the terms and conditions of this tender (Must Condition) | Yes /No | If NO, bid will be disqualified |

16. Undertaking: (To be agreed & signed by the Tenderer):

It is confirmed that in case Contract / LOI is awarded by 'AIESL' to the successful tenderer, payment of all statutory obligations especially – Minimum Wages/ESI/PF/GST etc shall be the responsibility of the Service Provider. In case, WCT (Works Contract Tax) becomes applicable on these services any time during the contract period, the Service Provider shall obtain WCT registration if not obtained earlier and submit a copy to 'AIESL' within 90 days of receipt of intimation from 'AIESL'. (Applicable, in case the Tenderer is not having WCT registration at the time of application of the tender).

It is confirmed that the Contract for “Providing Skilled and unskilled staff at AIESL, MRO complex, Trivandrum” will be commenced within 15 days from the date of receipt of LOI (Letter of Intent)/Contract.

It is confirmed that 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 Act/Work Contract Act/Provident Fund Act/Income Tax Act/Shop & Establishment Act/ESI Act etc.) shall be produced for verification/checking by AI ESL or to a third party authorized by 'AIESL' / agencies of Govt. of India.

It is confirmed that the requisite works as per enclosed Scope of Work would be commenced and executed to the satisfaction of 'AIESL'.

It is confirmed that Financial Bids submitted are valid for a period of 90 days from the date of opening of the Technical Bids. AI ESL may extend this period if required.

It is confirmed to have carefully gone through, have understood and hereby agree to abide by all the Specific/General Terms & Conditions, Work scope and Specifications governing the tender.

It is confirmed that the information given in the tender is true and correct to the best of my knowledge and belief and nothing material is concealed and authorized to sign the tender document.

Date:

Signature of Auth. Signatory:

Place:

Name of Auth. signatory:

Designation of Auth .signatory:

Company Name & Seal:

SECTION D - PRICE BID FORMAT

Grand Total including taxes will be considered as L1 value. Rate and Amounts to be quoted in figures & words.

PRICE BID

| | | |
|----|-----------------------------------|--|
| a) | Name of the Contract | Service Contract by Engaging Skilled, Semi-Skilled & Unskilled staff in AIESL |
| b) | Name of the Company/Establishment | |
| c) | Address | |

FINANCIAL OFFER

| Sl. No. | Particulars | No. of Staff | Total CTC for 124 staff (without Service Charge & GST) |
|---------|--|---|--|
| 1. | Manpower under various categories | 124 | Approx. Rs.3,83,69,280/. per annum. This is for information and not to be included in Price bid calculation. |
| 2. | Service Charges for the Manpower provided to AIESL (all charges including Staff deployed in AIESL for agency jobs) | Rate per month/staff (Rs): In Fig: In Words: | Annual Service Charge for 124 staff (Rate/month x 124x 12month) (Rs): |
| 3 | GST for Sl. no. 2 | | |
| 4 | GRAND TOTAL per annum (with GST) (Sl.no. 2+3) only | | |

NOTE:

- The GRAND TOTAL (Sl.No.4) of the Financial Offer will be criteria for L1. It should cover the Total Scope of Work of the service provider.
- AIESL will bear the GST on Sr.1 above.
- The Service charge to Service Provider is over and above the Approx Deduction per staff p.m for various expenses, permitted as per Clause 11 under Monthly Remunerations.
- Annual increments of wages by 1% as per the terms shall be invoiced to AIESL.
- The Annual increment for staff will not increase the Service Charges per staff in the price bid.
- In bill settlements Service charge will be pro-rata basis of Payable Days.

CERTIFICATION

Certified that:

- There are no hidden costs to AIESL Over and above that indicated above.
- Any changes (increase/decrease) in statutory taxes/levies, arising during the term of the contract, shall apply to this contract also.
- We have read, understood and accept all the terms and conditions of the Tender.
- Prices quoted above by us for Manpower services as quoted are compiled by us in our PriceBid.

Date:

Signature of Auth. Signatory:

Place:

Name of Auth. signatory:

Designation of Auth .signatory:

Company Name & Seal:

UNDERTAKING FROM BIDDERS

I / We confirm that I / we do not have any relative, who is an Employee of AIESL or its subsidiaries and is likely to benefit us during the Award / implementation of the contract/PO **“Service Contract by Engaging Skilled, Semi-Skilled & Unskilled staff in AIESL”**

I / We also indemnify that any subsequent detection of direct or indirect beneficiary of any application / award of any contract to any employee of the organization may result in disqualification / termination as the case may be. AIESL or its subsidiary will have the sole discretion to do so and such cases cannot be referred for arbitration.

SIGNATURE:

SEAL OF THE COMPANY:

INDEMNITY BOND

THIS INDEMNITY BOND is executed on the _____ th Day of _____ 2024,

By _____
_____ having, its Registered Office

at _____ here in after referred to as Service Provider (which expression shall unless it be repugnant to the context to the meaning there of 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, 1956 having, its Regd. Office at II nd Floor, CRA Building, Safdarjung Airport, New Delhi- 110003 (which expression shall unless it be repugnant to the context to the meaning there of shall be deemed to mean and include its successors and assigns).

1. The Service Provider hereby agrees to abide by all terms and conditions published in the Tender Document.
2. The Service provider shall indemnify AIESL from all liability arising out of any claim /Penalty / loss or damages, including costs (including counsel fees and reasonable legal cost) thereof, arising out of any breach or violation by the Service Provider of any provisions of any law, including but not limited to the intellectual property rights whether in India or any other country and labor laws governing the employees of the Service Provider. 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 Service Provider, without prejudice to the other rights available to AIESL under any applicable law.
3. The Service Provider shall be responsible for any destruction/theft or damage to AIESL data/property or destruction/theft or damage to AIESL Client data/property arising due to this contract and indemnify AIESL.
4. The Service Provider shall be responsible for any illness, injury, including death that may be suffered by its own employees, Service Provider, or other representatives for whom it is in law responsible.
5. Under this contract, the Service Provider agrees to undertake to keep AIESL indemnified against any claims /cost / damages and penalties in respect of breach of any Labour Laws both Central and State.
6. The Service Provider agrees 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, 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.
5. The Service Provider shall strictly ensure that Minimum Wages as stipulated by the appropriate Government is paid each month on time to the workmen deployed by them.
6. The Service Provider hereby indemnifies AIESL with regard to the service rendered on all the applicable laws, rules, regulations etc., as mandated by the Airport Operator / AAI (Airports Authority of India) and

other applicable State / Central Government agencies during the contract period.

7. The Service Provider hereby indemnifies and agrees to keep the AIESL indemnified, during the period of the contract on account of non-compliance of whatsoever nature on the part of the Service Provider in the matter of all applicable legislations with regard to his employees deployed on contract awarded to them by the AIESL and even thereafter, to make good any losses, payments, penalties incurred by the AIESL.
8. The Service Provider shall indemnify AIESL against payment of penalty, their Party claims, damages, loss of property of AIESL, Airport Operators and/ or other party, due to mishandling, data theft or other thefts, damages due accidents, negligence, violation of any statutory laws and etc., by them and/ or the personnel deployed by the them. In case, any such claim amount is not deposited/ paid to AIESL or to the concerned personnel or agency then the same shall be deducted from their performance guarantee/ invoice payments. This shall also include legal cost involved.
9. The Service provider shall indemnify AIESL for any damage caused to AIESL employees, its property or loss to any third party. This shall cover all the compensation payable including legal charges due to any personnel injuries or fatalities.
10. The Service provider shall indemnify AIESL for of any penalty charged by Statutory/ Compliance Authorities for the fault arising due the Service Provider.
11. The Service Provider shall ensure that wages as agreed shall be credited to Bank account of the staff within the stipulated date. Any non-payment to the Manpower provided by the Service provider under Wages or Bonus or Medical Services or Transport Charges or any Allowances, AIESL shall be indemnified.

The Service Provider hereby indemnifies and agrees to keep the AIESL indemnified, against any clause elsewhere as referred to in this tender document no. **AIESL/TRV-MRO/MMD/24-161 DT 25.11.2024 “ Service Contract by Engaging Skilled, Semi-Skilled & Unskilled staff in AIESL”** which specifies so.

Signed, Sealed & Delivered

Within the named _____

Through their Director / Proprietor / Representative.

Witness:

1.

2.

ACCEPTANCE LETTER TO OUR TERMS AND CONDITIONS ON BIDDER'S LETTER HEAD

To,

The General manager
AI Engineering Services Ltd
MRO – TRV
Chackai, Trivandrum

Sir,

It is certified that we have studied, understood and abide by the terms and conditions of this tender document no. **AIESL/TRV-MRO/MMD/24-161 DT 25.11.2024 "Service Contract by Engaging Skilled, Semi-Skilled & Unskilled staff in AIESL"**. The Security Deposit will be refunded after any adjustments at the end of Contract period. We agree to abide by the same unconditionally.

AUTHORISED SIGNATORY

NAME:

DESIGNATION:

COMPANY SEAL

E-mail:

Tel. No.:

Mobile:

CHARTERED ACCOUNTANT'S CERTIFICATION

I, C.A (Name) ----- Membership Number ----- have verified the above details as per the Financial documents/Technical Bid/records submitted for verification and hereby certify that the above statement is correct for this tender document no. **AIESL/TRV-MRO/MMD/24-161 DT 25.11.2024 "Service Contract by Engaging Skilled, Semi-Skilled & Unskilled staff in AIESL"**

Signature of CA ----- & Seal

Date:

Place:

CHECK LIST: Please check if Following Documents have been attached with Technical Bid

| Sl no | Description | Documents Required | Documents Attached (Tick) |
|-------|---|--------------------|---------------------------|
| 1 | Company Profile | Yes | |
| 2 | GST Registration Certificate | Yes | |
| 3 | Balance Sheet for the last financial year | Yes | |
| 4 | Income Tax PAN | Yes | |
| 5 | DD/Bankers Cheque towards EMD | Yes | |
| 6 | Acceptance letter to our terms and conditions, Tender Copy Signed in all pages and submitted | Yes | |
| 7 | The Bidder should be ISO 9001 certified. Valid Certificate for this year to be enclosed. | Yes | |
| 8 | The Bidder should have previous Experience of similar nature works. Proof in this respect should be enclosed | Yes | |
| 9 | Purchase order of customers where similar projects has been implemented during the previous year. Need to be enclosed along with full address, telephone numbers and fax nos. of customers | Yes | |
| 10 | All columns in Annexures should be filled in the tender document, all pages are to be Signed by the bidder and attached | Yes | |

Authorized Signatory:

Name of Signatory _____

Designation of Signatory _____

Seal of Company

Place: _____

Date: _____

Performance Bank Guarantee /Security Deposit Form

To

The General manager
AI Engineering Services Ltd
MRO – TRV
Chackai, Trivandrum

Reference this tender document no. **AIESL/TRV-MRO/MMD/24-161 DT 25.11.2024 “ Service Contract by Engaging Skilled, Semi-Skilled & Unskilled staff in AIESL”.**

WHEREAS (Name and address of the bidder) (Hereinafter called “the service provider”) has undertaken, in pursuance of contract no..... dated to supply (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the service provider such a bank guarantee.

NOW THEREFORE, we.....Bank, hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of.....(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum, or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the day of.....2028

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Name & address of the Bank Branch

SECURITY DEPOSIT DECLARATION FORM

*(To be printed on bidder's company letter head and submitted signed & duly stamped scanned copy along with
Technical Bid)*

To

The General manager
AI Engineering Services Ltd
MRO – TRV
Chackai, Trivandrum

I/We, the undersigned declare that:

After qualifying for award of Contract for Tender No. **AIESL/TRV-MRO/MMD/24-161 DT 25.11.2024 "Service Contract by Engaging Skilled, Semi-Skilled & Unskilled staff in AIESL"** at AIESL. We will deposit 5% (Five percent) of the Annual value of the Contract towards interest free Security deposit), within 2 weeks of receipt of the Contract

The Security Deposit will be paid by way of Account Payee Demand Draft, Banker's Cheque, Bank Guarantee (BG) issued from any commercial bank, Fixed Deposit under LIEN with AIESL from any Commercial bank, in favor of AI Engineering services Limited (AIESL), payable at Trivandrum.

Authorized Signatory

Name of Signatory _____

Designation of Signatory _____

Seal of Company

Place: _____

Date: _____

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(to be submitted in Bidder's Company Letter Head duly signed and stamped)

To

The General manager
AI Engineering
Services Ltd MRO –
TRV
Chackai, Trivandrum

I / We, the authorized signatory of M/s..... , participating in the
subject tender No for the item / job of
..... , do hereby declare the following:

1. That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
2. That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of AI Engineering Services Limited for minimum period of One year or up to 3 years from the date of committing such breach.

Authorized Signatory

Signature of Signatory _____

Name of Signatory _____

Seal of company

Place: _____

Date: _____