

Enquiry Ref: EB/GM/I-33/233
Dtd. 04/09/2023

AI Engineering Services Limited,
New Engineering Complex, 2nd Floor,
Bamanwada, Near Cigarette Factory,
Saki-Vihar Road, Vileparle (East),
Mumbai - 400099.



AI ENGINEERING SERVICES LIMITED

Tender for Provision of Staff Transportation Services at various locations in Mumbai.

I /We agree to comply with all terms and conditions

Signature and Stamp of Bidder



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DISCLAIMER

The information contained in this tender document (“Tender Document”) or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/bidders in any form by AIESL shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AIESL prior to award of the Tender.

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

The assumptions, assessments, statements and information contained in this tender document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this Tender Document and shall obtain independent advice from appropriate sources.

The information provided in this Tender Document to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AIESL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

AIESL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant/bidder upon the statements contained in this Tender Document.

AIESL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender Document, from time to time till opening of the bids (technical and financial).

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

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



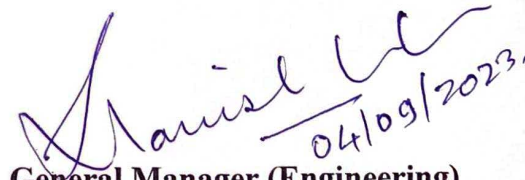
SUMMARY OF BIDDING INFORMATION

1	Name of the tender	Staff Transportation Services
2	Date Issued:	04 th September 2023 (The same to be downloaded from website www.aiesl.in)
3	Date of receipt of queries from bidder for pre bid conference, if any	12 th September 2023 by 1000 hours
4	Date of Pre-bid conference : Place : Mumbai	12 th September 2023 by 1130 hours AI Engineering Services Ltd, New Engineering Complex, 2nd Floor, Bamanwada, Near Cigarette factory, Saki-Vihar Road, Vileparle (East), Mumbai - 400099.
5	Last date, time for submission of Tender document	20 th September 2023 by 1100 hours
6	Extension of due date	The Due date / Time of submission of Tender and opening of Technical Bids may be extended at anytime, at the sole direction of AIESL and shall be displayed on AIESL website(www.aiesl.in).
7	Time and Date of Opening of Technical & Financial Bids	(i). Technical Bid : 20 th September 2023 at 1130 hours (ii). Financial Bid – Date & time will be intimated subsequently to the technically approved party(s).
8	Place of Opening of the Bids	AI Engineering Services Ltd, New Engineering Complex, 2nd Floor, Bamanwada, Near Cigarette factory, Saki-Vihar Road, Vileparle (East), Mumbai - 400099.
9	Earnest Money Deposit(Refundable)	Rs. 2,00,000/- (Rupees Two Lakhs Only)
10	Address for Communication for any clarifications.	To dgmie@aiesl.in & Cc to naresh.n@aiesl.in
11	Bid Validity Period	120 (one hundred twenty) days from the date of opening of the Financial Bid.

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

General Information:

AI Engineering Services Limited (AIESL) is floating this Tender to enter into contract with a Bidder/ party who qualifies in the technical bid evaluation and subsequently in the financial bid evaluation to provide **Staff Transportation Services**.


04/09/2023
General Manager (Engineering)
For AI Engineering Services Ltd.



1. **INTRODUCTION**

AI Engineering Services Ltd. (AIESL) is a biggest DGCA approved MRO Set up in India that can serve as a one-stop-shop for all engineering requirements at major Airports with pan India footprint

2. **SCOPE OF WORK**

- a) Through this Tender, AIESL invites sealed bids from eligible bidders for transportation services for its Mumbai based staff as per trips in Annexure XIV for pickup and drop from various locations/rallying points in Mumbai/Greater Mumbai/Thane for the staff of AIESL, its group companies & employees of its service providers.
- b) The total approximate number of trips, distance to be covered per month and number of passenger per trip is given in Annexure VII (A) & (B).
- c) AIESL reserves the right to consider any one of the above proposals. During the tenure of the contract an approximate 20% increase / decrease of number of trips / total distance per month depending on AIESL staff travel requirement.
- d) The negotiated contract rate will remain firm for any such increase/decrease of total distance/ route.
- e) Kindly note that the tenderer will have to provide us in two separate sealed envelope containing the price bids that is one for Annexure-VII (A) (For A/C bus) and one for Annexure-VII (B) (For non A/C bus).
- f) It is also pertinent to mention that on receipt of both the Price bids, price bids for Non-A/C Bus (Annexure-VII (B)) will be considered for Evaluation purpose & the other price bid for A/C Bus Annexure-VII (A) will be considered only if switchover from Non-AC to AC buses will be taken place.

3. **PERIOD OF CONTRACT**

Period of contract would be **Two (2) years** from the date of execution of the contract or commencement of work whichever is earlier. AIESL however reserves the right to extend the Contract for a further period of **one year on same terms, rates and conditions**.

4. **AWARD OF THE CONTRACT**

- a. The tenderer whose net price on a common platform such as the landed cost for all the line items works out to be the lowest will be determined as the overall **L-1 bidder**.
- b. In case the quoted rates in any line item by the overall L1 bidder are higher than the rates quoted for that particular line item by other bidder(s), it is expected from the overall **L-1 bidder** to match the lowest rates received for that particular line item.
- c. MSMEs quoting price within price band overall L1+15% (fifteen percent) may be determined as **L-1 bidder** and contract will be awarded as per public procurement policy 2012 for MSMEs. Reservation to MSME / Start Ups as per GOI policy.
- d. Un-conditional Discounts, if any offered, will also be duly taken into consideration while arriving at the lowest landed cost. However, conditional discounts, if any, will not be taken into consideration while arriving at the lowest landed cost of the item.
- e. **The contract will be awarded to overall L-1 Bidder.**



INSTRUCTIONS TO BIDDERS

A) Definitions:

Definitions as used in the Tender shall mean as follows:

1. The term “AIESL”, shall mean “AI ENGINEERING SERVICES LIMITED”.
2. The term “Bidder”, shall mean the entity who has submitted the sealed bid for this Tender through its authorized signatory.
3. The term “Contract” shall mean the agreement entered into between AIESL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
4. The term “Days” shall mean the working days of AIESL.
5. The term “Services” shall mean the services to be provided by the Successful Bidder as mentioned in the Tender and Annexures.
6. The term “Successful Bidder” shall mean the Bidder who has been awarded the Contract to carry out Services contemplated in this Tender.
7. The term “L-1” means bidder with lowest quote.

B) Governing terms for the Bid process

1. Issue / submission of Tender form do not necessarily mean that the Bidder is an eligible Party.
2. Bidder is advised to quote strictly as per terms and conditions of tender document and not to stipulate any deviation / exceptions.
3. Bidder is advised to note that taking deviation to following terms and conditions of tender documents shall lead to rejection of their bids:
 - a) Firm Price throughout the contract period and the extension period
 - b) EMD submission (For e.g. less amount)
 - c) Scope of Work
 - d) Special Conditions of Contract
 - e) Functional terms and conditions
 - f) Service Delivery / Completion Schedule
 - g) Period of Validity of Bid
 - h) Performance Bank Guarantee / Security Deposit
 - i) Arbitration / Resolution of Dispute
 - j) Force Majeure
 - k) Statutory Compliance to Applicable Laws and statute
 - l) All supporting documents, duly signed must be submitted in accordance with the checklist as per annexure.
 - m) Any other condition specifically mentioned in the tender documents elsewhere that noncompliance of the clause shall lead to rejection of the bid.
4. The near relatives of employees of AIESL office are prohibited from participating 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), sons wife, daughter(s),
 - d) Daughters husband, brothers, brother’s wife, sister and sister’s husband.



C) Tender Submission:

Sealed tender submissions are to be submitted in a two-bid system (Technical bid and Price bids separately) as per the following to AIESL:

C.1 COVER – 1 (Technical Bid)

- a) The Technical bid shall be submitted in a separate sealed envelope.
- b) Bidders are advised to study carefully the terms & conditions mentioned in the Tender.
- c) Bidders are required to fulfill the conditions mentioned in the “Eligibility Criteria” listed in Annexure II, herein with regard to the Technical Bid and submit all documents as mentioned therein.
- d) The Cover-1 containing the Technical bid shall contain the following:
 - i. All the documents mentioned in the eligibility criteria in Annexure II.
 - ii. The Annexure-II, shall be downloaded, and all relevant columns shall be filled in and the printed copy (duly signed with official stamp on all pages) and a copy saved in a CD/ USB (duly signed with the name of the Bidder). In case of any ambiguity, the details as provided in the hard copy will be considered as final.
 - iii. The certificate by the Bidders for their acceptance of all the terms and conditions of the Tender on their official letter head duly stamped and signed by authorized signatory (Annexure- XI).
 - iv. The above documents mentioned at (i), (ii), (iii) are to be submitted in an envelope, sealed & super scribed in bold letters as ,
“Technical bid Tender No.: EB/GM/I-33/233 Dtd.04/09/2023”.
- e) It is further clarified that no financial terms are to be mentioned in the Technical bid. In the event that any such terms are mentioned in the Technical bid, the Bidders **are liable to be disqualified** from the purposes of bidding for this Tender.

C.2 & C.3 COVER - 2 and COVER – 3 (Commercial Bid will comprise of two Price Bids)

- a) Both the price bids as per Annexure-VII (A) (For A/C Bus) & (B) (For non A/C bus) shall be submitted in separate sealed envelopes and not in the same envelope as the Technical bid.
- b) The price bid format is contained in Annexure-VII (A) & (B). The same must be appropriately filled in by the Bidders. The hard copy of the format must be submitted, duly signed with the name of the Bidder, duly signed with official stamp on all pages.
- c) The price bids are to be submitted in two separate envelopes, sealed & Super scribed in bold **Price Bid- “Tender No. : EB/GM/I-33/233 Dtd.04/09/2023 for Annexure VII (A) (For A/C bus) Due Date: 20th September 2023” and Price Bid- “Tender No. : EB/GM/I-33/233 Dtd.04/09/2023 for Annexure VII (B) (For non- A/C bus) Due Date: 20th September 2023”.**
- d) The Price Bids of only those Bidders who are found technically suitable in evaluation of their “Technical Bid” will be opened. The time, date, and venue of opening of price bid(s) will be intimated to only those Bidders who have qualified in “Technical Bid”.
- e) On receipt of both the Price bids, price bids for Non-A/C Bus (Annexure-VII (B)) will only be opened & the other price bid for A/C Bus Annexure-VII (A) will be retained with AIESL.

C.3 COVER- 4 (Master Envelope)

- a) Three separately sealed envelopes, containing the “Technical Bid and “Two Price Bids (As per Annexure VII-A and VII-B)” are to be placed in a Master envelope, sealed, super scribed in bold **“Tender No. : EB/GM/I-33/233 Dtd.04/09/2023 for Annexure VII (A) Due Date 20th September 2023”** with name and address of the Bidder and then to be sent either by Hand Delivery/ Post/ Courier to reach latest by 1500 hrs. on 20th September 2023” at the



address,

AI Engineering Services Ltd, New Engineering Complex, 2nd Floor, Bamanwada, Near Cigarette factory, Saki-Vihar Road, Vileparle (East), Mumbai – 400099.

- b) It is hereby clarified that bids sent by fax, emails or any other mode other than as specified above are liable to be rejected by AIESL.

D) Pre bid meeting

The purpose of the pre bid meeting shall be to clarify issues and to answer questions received from the prospective bidders or any matter that shall be raised at that stage.

The bidders are advised to send their queries at least two days prior to the pre bid meeting. The queries may be addressed to dgmie@aiesl.in

- i. Text of the questions raised and the responses given, together with any responses prepared after the pre bid meeting, shall be transmitted without delay (without identifying the sources of the question) to all participants to the Pre-Bid meeting and it shall as well be displayed in our website. Any modifications of the bidding documents listed in tender that shall become necessary as a result of the pre-bid meeting shall be made by the AIESL exclusively through the issue of an addendum / Corrigendum separately and shall be available for download from our website.
- ii. Nonattendance of the pre-bid meeting shall not be a cause for disqualification of a bidder. Addendum and / or Corrigendum, if any, to the tender document, shall be hosted on the website subsequent to the pre-bid meet which shall be referred and taken into consideration by the parties.
- iii. Interested bidders who desire to attend the pre bid meeting shall communicate two days in advance to the pre bid meet scheduled date to make necessary arrangements for entry passes with names of their representative by email to dgmie@aiesl.in. Only one/two representative for each bidder shall be allowed to attend the pre-bid meet on the date fixed by AIESL who shall carry an authorized letter to that effect in company letter head from the authorized signatory for the company as well as carry an identity card to gain entry into AIESL premises.

E) Modification of Bids

- i. The bidder can modify or withdraw their bid after the bid submission but prior to the due date for submission / opening of bid, provided that written notice of the modification / withdrawal is received by AIESL prior to the deadline for submission / opening of bids. Last modification by the bidder shall be final.
- ii. No bid shall be modified after the deadline for submission / opening of bids.
- iii. No bid shall be allowed to be withdrawn in the interval between the deadline for submission / opening of bids and prior to the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of their bid EMD pursuant.

F) Earnest Money Deposit:

The Bidder shall furnish along with Technical Bid, Earnest Money of Rs 2 lakhs / Rs 2,00,000/- (refundable) only. Tenders received without or with lesser EMD amount shall be rejected.

- i. Tenders without EMD shall be summarily rejected.
- ii. EMD so deposited shall not carry any interest.
- iii. In case, the Successful Bidder refuses to accept the LOI / Contract or fails to abide by any terms of the Tender / fails to commence the work within stipulated time, EMD shall be forfeited.
- iv. In case of Successful Bidder, EMD can be adjusted against Security Deposit / Performance Guarantee (5% of contract value) and difference, if any, shall be paid to the other by either party.
- v. In case of technically disqualified Bidder, EMD shall be refunded without interest,
- vi. In case the party withdraws their offer tender at any stage of the tender process also, EMD shall be



forfeited.

- vii. The firms registered with SSI / NSIC (under its Single Point Registration Scheme) shall be exempted from the payment of earnest money deposit provided they are registered for the service they intend to quote against AIESL tender, provided attested copy of Certificate of Registration with SSI / NSIC is submitted. The Government departments / PSUs shall also be exempted from the payment of earnest money.
- G)** Bidder(s) are advised to quote strictly as per the terms and conditions of the tender documents and not to stipulate any deviations / exceptions / inclusions. Once quoted, the Bidder shall not make any subsequent price change after due date and time of submission of bid. Price changes through any other mode shall render the offer liable for rejection and if indicated with the word negotiable shall also be as well summarily rejected.
- H)** If Tender Closing / Opening date is declared a Holiday by Mumbai Office of AIESL, the last date of Submission / Opening of the Bids shall automatically stand extended to the next working day.
- D)** Subsequent to bid submission, AIESL shall not seek confirmations / clarifications / documents and any bid(s) not in line with tender conditions shall be liable for rejection. Bidders are requested to go through all the clauses of this tender carefully and then submit the documents / confirmations strictly as per the check list enclosed in the tender document.
- J)** AIESL reserves the right to accept or reject any bid, and, to annual the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.
- K)** AIESL reserves the right to allow purchase preference to SSI / NSIC registered firms or Public Sector Undertakings as admissible under the prevailing policy of Govt. of India.
- L) Queries from the Bidder before bid evaluation:**
- In case if any clarification is required with regards to Tender, the same may be obtained from the following official of AIESL before the Technical bid opening. For tender related queries: you may contact on email id: dgmie@aiesl.in citing Staff transportation in the Subject Line.
 - During the process of the evaluation of bids, no queries shall be entertained from the Bidder with regard to the status of the evaluation. If required, the Tender committee members of AIESL shall visit the premises of the Bidder to verify all the supporting documents provided.
- M) Evaluation criteria for Technical qualification (Stage 1):**
- The technical bid will consist of the following signed documents which are required to be submitted:
- Technical eligibility criteria as per format in Annexure II with all relevant documents
 - Submission of EMD
 - Indemnity bond as per Annexure VIII
 - The certificate for bidder's acceptance of all the terms and conditions of the Tender on their official letter head duly stamped and signed by authorized signatory (Annexure-XI).
- The bidder who qualifies as per our tender technical requirements will be duly intimated by email
- N) Evaluation criteria for Price bid (Stage 2) :**
- The price bid of only the technically approved bidders will be considered for price bid opening on the date as advised by AIESL. The bidder is required to submit their quote as per Annexure VII (A)



& Annexure VII (B).

O) Price Negotiation:

As it is not the general norm for AIESL to carry out price negotiations following evaluation of the price Bids, the Bidder are advised to submit their best quotes in response to this Tender. AIESL however, reserves the right to carry out negotiations in exceptional cases with the Bidder who has been evaluated by AIESL as having offered the overall lowest bid in response to the Tender.

P) Award of Contract, Acceptance, Commencement/Execution:

The award of Contract shall be subject to fulfillment (in addition to eligibility criteria and the Undertakings) of following conditions by the Bidder: -

- a. The contract shall be awarded to L1 (lowest acceptable) bidder (as per the conditions mentioned in "Award of contract"
- b. The Successful bidder has to convey acceptance of LOI (Letter Of Intent) within 7 days of receipt of letter of intent. The successful bidder has to submit Performance Bank Guarantee along with the acceptance.
- c. The successful bidder has to commence the contract within one month on issuance of LOI.
- d. The successful bidder shall execute an agreement on Rs. 200/- non-judicial stamp paper within 45 days of acceptance of LOI. The cost towards this agreement shall be borne by the successful bidder.
- e. The bidder has the liberty to quote either "Petrol" vehicle or "Diesel" vehicle or "CNG" vehicle or "ELECTRIC" vehicle or all from given above.

Q) Forfeiture of EMD / Performance Bank Guarantee:

EMD / Performance of Bank Guarantee forfeiture shall be done if the bidder:

- a. Withdraws their offer at any stage of the tender process after due date of technical bid submission and opening.
- b. Fails to start the contract within the specified stipulated period after award of the contract or LOI.
- c. Fails to declare true information or indulges in fraudulent practices during the bidding process

R) Fraudulent practices:

AIESL requires that bidders / Service providers observe the highest standard of ethics during the bid and execution of contracts. In pursuance of this, AIESL

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "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
 - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the AIESL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the AIESL of the benefits of free and open competition.
- b. shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c. Shall declare a firm ineligible and put on holiday, either indefinitely or for a stated period of time if it at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
- d. EMD or Performance Bank Guarantee as the case be, shall be forfeited.



S) Errant Bidders

In case after price bid opening, the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by them in bidding or withdrawal of bid or varying any term in regard thereof leading to retendering, AIESL shall forfeit Earnest Money Deposit / Performance Bank Guarantee paid by the bidder and such bidders shall be debarred from participation in future tenders of AIESL.

T) Black listing conditions

The party shall be black listed from participating in any AIESL tenders for next six years in case it:

- a. Adopts fraudulent practices as cited above in clause R and against errant bidders as specified in clause S.
- b. Withdraws after the award of the contract / LOI and fails to commence within the specified stipulated period and perform the contractual obligations during the currency of the contract.

U) Price Bid Validity

The price bid offered by the party shall be valid for 120 days from the date of technical bid opening. Any bid whose validity is less than 120 days shall be summarily rejected and such Bidder shall not take further part in the tender process.



ANNEXURE-II

Technical Bid Evaluation Criteria (TBEC)

For Bidders to become technically qualified, it is necessary and essential to meet out the following criteria, failing any of which shall disqualify the bidder. Necessary documentary proofs in respect of each of the following need to be enclosed along with technical bid.

Technical conditions	Compliance (Yes/ No)
The service provider shall be a limited Company registered under Indian Companies Act, 1956 or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India.	
The Service provider must be in the business of providing Passenger / Staff Transportation services for the past five years (From April 2018 onwards) and capable of providing the said services mentioned in Annexure "V".	
The Service provider should have provided such Transportation services to at least one client in one of the preceding financial years i.e., from April 2018 onwards. The monthly billing for this contract should be at least Rs.10.00 lakhs per month. Details of the organization with documentary proof need (Completion certificate/ recommendation letter) to be enclosed.	
The service provider must have a minimum Annual turnover of Rs. 1.2 Crores in each of the last two financial years i.e., FY 2021-22 & FY 2022-23. For the FY 2022-23, if the audited Balance sheet is not available, a letter from the CA stating the turnover may be submitted. (A copy of audited balance sheets and P&L A / c, duly signed & stamped / sealed by the Proprietor / Director / authorized signatory shall be enclosed or auditors certificate to that effect as a proof of above).	
Service provider needs to establish that at least one such staff transportation contract individually is worth more than Rs.1.2 Crore per annum in the preceding three years to any Public sector undertakings/Govt. Of India /Semi Govt./State Govt. or registered companies. Service Provider is required to enclose documentary proof of the above figures by enclosing a certificate from their auditors.	
The Service provider should have a full-fledged Office setup (duly registered with local authorities) in Mumbai city, Mumbai metropolitan Region or Thane to provide the said services. Bidder shall specify the contact address of their Office, phone, mobile and email id of the Contact person. If the services provider does not have full-fledged office in Mumbai / MMR / Thane, the same should be established within one month of receipt of LOI.	
The Service provider must own a minimum of 07 (Seven commercially registered buses in the Company / Owner's / Partner's name. Photocopy of valid RC Books, insurance and permit of such vehicles must be enclosed.	

Enquiry Ref: EB/GM/I-33/233
Dtd. 04/09/2023

AI Engineering Services Limited,
New Engineering Complex, 2nd Floor,
Bamanwada, Near Cigarette Factory,
Saki-Vihar Road, Vileparle (East),
Mumbai - 400099.



PAN No.	
GST Registration No.	
Shop Establishment No.	
Agreement to the tender terms & Conditions (Annexure XI)	

(Signature of the Bidder) Company Seal

Price Bid Evaluation criteria (PBEC)

The bidder quoting the lowest rate shall be the overall L1 bidder. For methodology, please refer price bid Annexure VII (A) & (B).

I/We agree to comply with all terms and conditions

Signature and Stamp of Bidder



ANNEXURE –III

Generic Terms

1. RATE AND VALIDITY:

A. INCLUSIONS

- a. The rates offered / finalized / agreed by the Bidder shall be inclusive of all the costs thereon incurred to deliver the services as per the work scope subject to exclusions mentioned below.
Note: All parking charges will be included in your pricing.

B. EXCLUSIONS

- a. The GST on applicable rates is excluded. This would be reimbursed separately by AIESL on production of receipt as proof of payment for the previous month's GST amount.
b. Any other taxes or levies as per State/Central Government laws as and when made effective after the due date of the tender.
c. During the tenure of the contract, for any difference of RTO taxes, the same shall be reimbursed by AIESL, on submission of documentary evidence
d. Fuel price escalation compensation shall be reimbursed on monthly basis, as per the formula given: (New Rate- Base rate)/average km per litre (for Petrol) or km per litre (for Diesel) or per Kg (For CNG) or per unit (kw)-(For Electric) used for productive km only. The price of standard fuel as on date of closing of tender will be taken as the base rate of fuel. Rates for fuel hike shall in any case not be payable for empty runs. Trips not mentioned in the schedule or empty runs made to maintain the schedule will not be paid for.

C. VALIDITY & EXTENSION:

- a. Rates finalized and agreed shall remain firm during the full Contract period and for additional period mutually agreed to in case of extension. No request shall be entertained for increase of rates during the validity of the Contract and extensions.
b. The Contract shall be awarded for a period of **two years** from the date of commencement of the Contract. AIESL however reserves the right to extend the Contract for a further period not exceeding one year on same terms, rates and conditions.

D. SECURITY DEPOSIT / PERFORMANCE GUARANTEE

- a. The successful Bidder, on award of Contract, shall deposit, and continue to maintain for the entire period of agreement plus three months, a sum equivalent to 5 % of the value of Contract as estimated by AIESL, as Security Deposit to be converted to Performance Bank Guarantee from a Scheduled / Nationalized Bank.
b. The Security Deposit / Performance Guarantee have to be deposited at the time of acceptance of LOI.
c. In case, Security Deposit / Performance Guarantee are not deposited, the bills will not be processed for payment till the security deposit / Performance Bank Guarantee is paid.
d. In case of breach of Contract or violation of any terms of the Contract the Security Deposit / Performance Guarantee shall be forfeited / bank guarantee be invoked.
e. Such Security Deposit / Performance Guarantee shall not bear any interest, and shall be refunded without interest only on successful completion of the awarded work and on fulfilling of all Contractual obligations after a claim period of 3 months.
f. In case of Bank guarantee the validity shall be of full contract period plus 3 months and the same shall be returned after successful completion of the contract and on fulfilling of all Contractual obligations after the claim period of three months.



- g. In case the EMD is converted and adjusted towards the security deposit the differential component need to be paid by the party prior to commencement of the job.

E. EXECUTION OF JOB:

- a. The successful bidder has to convey acceptance of Contract in writing within 7 working days of receipt of LOI.
- b. The successful bidder has to execute an agreement of Terms & Conditions of the contract on a non- judicial Stamp Paper of Rs. 200/- within 45 days of his acceptance of the LOI, which shall be duly notarized. The cost of the Stamp Paper and notarization shall be borne by the successful bidder of its own.
- c. Following:
- I. The successful bidder shall be required to commence the services within 30 days, after acceptance of PO. However the type of vehicle as specified in the tender to be deployed for AIESL with immediate effect after acceptance of LOI.
- II. The successful bidder would be paid only at 75 % of the quoted rate for non-deployment of specified type of vehicle within three months of acceptance of LOI.
- d. The successful bidder must deploy at its own cost a supervisor to monitor the work allotted to its (Service Providers) employees / staff to ensure smooth provision of services.
- e. The services shall be carried out by the successful bidder by deploying experienced drivers.
- f. The successful bidder / supervisor shall personally visit the trip routes on a regular basis to ensure smooth operation.
- g. The successful bidder shall ensure that while on duty, its drivers/ cleaners /employees shall not be under the influence of liquor or other intoxicants and in the event if any staff / employee is found to be under the influence of the same, AIESL shall have the right to ask the successful bidder to replace the said staff / employee immediately.
- h. The successful bidder shall ensure that while on duty, its drivers/ cleaners /employees shall be in uniform provided by the successful bidder to establish their distinct identity.
- i. The successful bidder shall ensure during the currency of the contract the drivers shall not ferry any common public in the vehicles assigned for AIESL duty even during nonproductive run.
- j. Any replacement / transfer of personnel deployed shall be informed to designated official of AIESL 15 days in advance & the new incumbent shall fulfill all the conditions listed herein.
- k. During the currency of the contract and in the event of any reduction/increase of monthly trips / productive kilometers by max 20%, the rates quoted and agreed in the contract only would be applicable and paid.

F. SUBCONTRACTING:

During the currency of the contract the service provider shall not sub contract the job and the contract is not transferable / assignable.

G. UNDERTAKINGS:

The bidder shall provide the undertaking along with the acceptance of LOI as detailed below:-

- i. The successful bidder shall have the registrations and licenses under all the applicable local and central taxes / laws and to be specified separately under each applicable tax / law / Act (i.e. GST/Income Tax Act, etc.). The same shall be produced forthwith for verification / checking by AIESL or to a third party authorized by AIESL / agencies of Govt. of India.
- ii. The successful bidder shall have the requisite work permit as per contract work scope issued by the governing authorities.



H. COMPLIANCE OF LABOUR LAW

- i. The Bidder shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to his employees. The Bidder shall duly comply with all Central and State Acts, laws including Contract Labour (Regulation and Abolition) Act, 1970 or other statutory rules, regulations, byelaws as applicable or which might be applicable.
- ii. The Bidder shall at all times indemnify and keep indemnified AIESL against any /all claims under the Workmen's Compensation Act; Payment of Wages Act, Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory amendments / modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury / death sustained by any worker or other personnel of the Bidder or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made there under, by any person whether in the employment of the Bidder or not, who provided or provides the said Services under this Agreement.
- iii. The Bidder shall undertake to comply with the applicable provision of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Bidder shall further observe and comply with all Government Laws concerning employment of staff employed by the Bidder and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Bidder is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of Law.
- iv. The Bidder shall ensure that their firm is covered under the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act having its independent Code number. Thus the bidder shall ensure that all the eligible employees are covered under these Acts.
- v. The Bidder while submitting bills to AIESL as above shall also render documentary evidence with an undertaking of the deposits of Provident Fund / ESI contributions made by them in respect of the workforce under consideration for payment of wages, failing which, the payment of the bill by the AIESL shall be withheld until such compliance. Copy of the format for details to be furnished is attached in Annexure XII.
- vi. At no stage of the Contract shall the employees of the Bidder be deemed to be employees of AIESL the Bidder shall be liable not only to pay wages to his employees but overtime, any compensation, notice pay, gratuity or bonus as payable and the Principal Employer shall not be held liable for any obligation of the Bidder. Further the Bidder shall be responsible for providing facilities such as canteen, transport and medical to his employees as it shall not be binding on AIESL to provide these facilities to the persons deployed by the Bidder. The Bidder shall make arrangements to provide proper and valid identity cards to the employees.
- vii. In case, while on duty and during the course of engagement in the work premises of AIESL under this Agreement, if any of the Bidder's workforce meet(s) with any injury indisposition due to the accident or other natural calamities, the Bidder shall ensure that immediate and adequate medical aid viz. First aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fails. In addition, the Bidder shall also be liable for meeting with statutory liabilities under the Employee's State Insurance Act, 1948.
- viii. The Bidder shall perform the work assignments to the best satisfaction of AIESL. In case of unsatisfactory performance, intimation shall be given in writing to the Bidder and AIESL reserves the right to cancel the Contract forthwith after due notice period. In that event the legal



payments made to the workforce of the Bidder shall be fully recoverable from the Bidder from his Security deposit / outstanding bills.

- ix. The Service Provider shall maintain proper record / register as required under the Contract Labour (Regulation and Abolition) Act 1970 or any other acts, rules and other relevant enactments thereon. The Records / Registers shall be produced for Verifications / Inspections as and when required by AIESL. AIESL reserves the right and power to check regarding statutory payments of Wages, ESI, EPF, GST, as considered necessary. The Bidder shall possess a valid license for the jobs being carried out. The said licenses and permission issued by statutory authorities shall be renewed from time to time and kept valid during the currency of the contract.
- x. The Service Provider shall be the employer of his personnel and AIESL shall not be held partially or fully responsible for any dispute that may arise between the Service Provider & his Personnel.
- xi. It shall be sole responsibility of the Service Provider to settle disputes if any, arising out of the engagement between the Service Provider and the personnel engaged by them. The management of AIESL shall not in any way be responsible, in the event, the personnel approaches to the competent authority, under any Labour Act or the Court, the entire expenses in this behalf shall be borne by the Service Provider. For failure, the Service Provider shall alone be responsible for all action initiated by the Enforcing Agencies of the Government & others, including penalties imposed thereon and AIESL shall have no obligation towards them.
- xii. The Bidder hereby confirms that the said Bidder, have registered their firm / company with each and every authority under all applicable provisions of law, requiring registration and Bidder further confirms that all licenses required under each and every applicable provisions of law had been granted to the said Bidder and that the provisions of Contract Labour (Regulations and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923 and Minimum Wages Act, 1948, Employer Liability Act, 1938 are being followed by the said Bidder in strict compliance thereof. The Bidder shall ensure that all returns that are required to be submitted under the applicable labour laws shall be submitted from time to time.
- xiii. All payments shall be made to the workmen deployed by Service Provider on a monthly basis. Attendance register incorporating all details of attendance in respect of the workmen deployed by them is to be maintained. The Bidder shall ensure that the disbursement of wages to the persons deployed / engaged by them shall be made on or before the 7th of each month.
- xiv. The Bidder shall strictly ensure that Minimum Wages as stipulated by the appropriate Government is paid each month to the workmen deployed by them. The Bidder shall issue salary slips to each of the workmen engaged by them every month in respect of the wages paid. The Bidder shall ensure that the workmen deployed by them are granted a paid weekly off. This shall be a mandatory compliance.
- xv. The Bidder shall not engage any workmen below the age of 18 years. The Bidder shall produce age proof in respect of the workmen deployed by them, if required by AIESL.

I. INDEMNIFICATION

- a. The successful bidder shall indemnify AIESL against third party claims arising out of equipment malfunctioning / mishandling or acts and deeds on the part of service providers personnel deployed for the work. The successful bidder shall also indemnify to reimburse any loss or damage by its personnel to AIESL personnel or property including aircraft, machinery, equipment or buildings. In case, any such amount is not deposited / paid to AIESL, the same shall be deducted from Security Deposit / Bills / Future payments due to the successful bidder.
- b. In the event, AIESL pays or is made responsible to pay the compensation for / towards noncompliance of statutory and labour provisions / any other reason, the successful bidder shall indemnify and keep indemnified AIESL to the full compensation in this regard.



- c. In case of injury or loss of AIESL staff due to any act or deed of successful bidder's employee or due to an accident, the successful bidder shall arrange to pay AIESL employee or AIESL employee's legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful bidder. The legal costs shall also be borne and paid by the successful bidder.
- d. The Bidder shall indemnify against any clauses elsewhere as referred to in this tender document which specifies so.

J. CLAIMS FOR DAMAGE

- a. AIESL shall promptly notify the Bidder of any claims / deficiency on the part of the Bidder arising under / out of the Contract.
- b. In case the Bidder, 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 Bidders risk and cost. AIESL shall also levy penalty / terminate the Contract without prejudice to any other rights which AIESL may have on the Bidder under the service Contract.

K. COMPLIANCE OF SECURITY REGULATIONS:

- a. The successful bidder shall be solely responsible for all the safety and security regulations of AIESL, MIAL, AAI or any other agency associated with airports activity and shall ensure its strict adherence and compliance by personnel deployed by them.
- b. Any violation of security regulations and indulging in illegal activities including but not limited to smuggling / theft by successful bidder's personnel shall be at the cost / risk of successful bidder and shall be liable for all the legal consequences thereof.
- c. The successful bidder shall ensure a prior verification of character and antecedents of its personnel from local Police before deployment, being AIESL as "protected industry" and Airport as "protected area". Every employee's photograph, copy of Police verification of character and antecedents and successful bidder undertaking to be furnished to AIESL's Security Department, before its deployment for rendering the services.
- d. The successful bidder shall provide at its own cost the proper uniforms (bearing company name and logo) of distinct color for the personnel deployed for performing the services for ease of identifying their personnel.
- e. The personnel so deployed must be in possession of photo identity cards provided by the successful bidder under its signatures; company's name and seal \shown if and when demanded by AIESL's officials.
- f. Any lapse noticed on the part of any employee of successful bidder involved in theft / pilferage / malpractices shall be inquired into by AIESL Security / other officials and suitable action including legal proceedings shall be initiated for breach of contractual liability along with penal provisions of various laws.
- g. The successful bidder shall take responsibility for good conduct of its employees in AIESL / airport premises. If any of the successful bidders employee is involved in any theft / pilferage of property. AIESL reserves the right to impose penalty on the successful bidder apart from AIESL right to take appropriate legal action.
- h. The successful bidder shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies / Legal Authorities including Airports Authority of India/MIAL from time to time, with regards the provisions of services.
- i. The successful bidder shall provide to AIESL all personal details (name, fathers name, age, permanent address & present address) along with passport size photograph, of its employees, and proof of age and educational qualifications who shall be working under this contract.



L. VENDOR PAYMENT:

All payments to the successful bidder by AIESL for the services rendered by it shall be subject to the following compliances: -

- a. The successful bidder shall submit the daily log book (refer annexure XIII) duly certified by AIESL officials along with their monthly bill.
- b. Monthly Bills issued by the successful bidder shall be submitted on or before the 10th of the following month to AIESL authorized officials for due certification by AIESL or officers authorized for the purpose and thereafter shall be forwarded to Finance section for processing payment.
- c. AIESL shall make payment of ~~on~~ monthly bill by an account payee Cheque / ECS within 45 days of the submission of bills for the undisputed amount. The successful bidder shall, along with its bills, submit the requisite proof of deduction and deposit of PF, ESIC, disbursement of wages pertaining to the month for which the bills are raised, failing which bills shall not be processed for payment.
- d. TDS shall be deducted by AIESL from the payment made against these bills, as per the applicable laws.
- e. Fuel escalation compensation shall be applicable for the vehicles deployed for AIESL staff transportation only. The bill for fuel escalation will be submitted separately.

M. RECOVERY OF SUM DUE:

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

N. TERMINATION OF AGREEMENT (EXIT CLAUSE):-

- a. AIESL may at any time terminate the Contract with immediate effect by giving written notice to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to AIESL.
- b. The Contract can be terminated with three months prior notice by both the parties at any time during the term of the Contract without assigning any reasons and liability on either side subject to continuity of the contract during the notice period without compromising the service to AIESL and payment as due to the service provider as governed by the terms and conditions of the tender.



- c. In case of failure of the successful bidder to carry out the services to the satisfaction/ requirement / standards of AIESL, AIESL shall be free to get the services by some other Agency / Party at its sole discretion but at the risk and cost of the terminated vendor.
- d. In case of breach of contract by the successful bidder, AIESL shall have a right to rescind the contract at any time without assigning any reasons & without any liability to AIESL. AIESL also reserves the right to claim from the successful bidder for any loss sustained due to unsatisfactory performance of the contract.

O. INSURANCE:

All vehicles deployed shall be properly insured for any third party liability at all times during the currency of contract as per the motor vehicles act.

P. INTERPRETATION:

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

Q. RESOLUTION OF DISPUTES AND ARBITRATION:

Any dispute arising between the Bidders/Successful Bidder and AIESL (Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Tender/Contract or the validity or breach thereof, shall first be settled by mutual consultation between the authorized representatives of the Parties. If the dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has started in writing, the matter shall be settled in the manner as mentioned below. In the event of any dispute, differences of any kind arising under this Agreement, the same shall be referred to a Sole Arbitrator to be appointed by the Bidder/Successful Bidder out of three (3) names suggested by AIESL within thirty (30) days from the receipt of such names by the Bidder/Successful Bidder. In the event that the Bidder/Successful Bidder do not appoint the sole arbitrator within the period of 30 (thirty) days as mentioned herein, AIESL shall appoint an arbitrator of its own choice. The award published by the Sole Arbitrator shall be final and binding on the Parties. The proceedings of the Arbitration shall be conducted in English language and place of hearing shall be Mumbai. The costs of the arbitration shall be borne as per the directions given under arbitral award.

R. JURISDICTION:

The construction, interpretation, validity and performance of this Contract / Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between AIESL and Bidder whatsoever shall be subject to the exclusive Jurisdiction of Mumbai Courts Only.

S. FORCE MAJEURE:

- a. Neither the Successful Bidder nor AIESL (herein referred Party/Parties) shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of an event of Force Majeure.
- b. An event of force majeure shall include, but shall not be limited to **acts of God, Nature, explosion, epidemics, riots, etc.**, or anything beyond the control of either Party.
In such case **the affected party shall give immediate notice in writing (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).
- c. 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 this Agreement.
 - d. 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.
 - e. In the event of Force Majeure lasting for more than 30 (thirty) days, either Party may after mutual consultation with the each other, terminate the Contract.
 - f. For the avoidance of any doubt it is clarified that, payment obligations of AIESL shall be excused due to an event of force majeure.



ANNEXURE-IV

Functional Terms specific to the contract

- 1) All the buses so deployed would be fitted with active GPS for monitoring of Buses. The GPS monitoring link would be provided to AIESL and all employees for real time viewing of Buses thru APP which has to be operationalizing in three months of starting of services.
- 2) The service provider shall ensure that only Authorized Bus pass holder are permitted to travel in the staff bus. Scanner will be installed at the entrance of the bus and only those employees holding valid bus pass should be allowed to board the bus after scanning the bus pass. Surprise checks would be carried out by AIESL officials to monitor the travel of bus pass holders Refer clause 21 below for penalty. The successful bidder will be responsible for collecting daily / monthly / quarterly bus pass charges from the employees availing the bus services. The bus pass in nature of smart card /App will be issued by the service provider to the employees on recommendation of AIESL. The bus pass charges will be decided by AIESL. The employee should have the facility of re-charging the bus pass charges thru Online Payment/ UPI / Credit card / Debit card / cash. The service provider will furnish monthly data of the bus pass charges collected from the employees along with the invoice. The service provider will invoice AIESL for difference of amount between the agreed rates and amount collected from the employees.
- 3) Service provider shall be responsible for all Bus parking issues during pick up and drop of the staff at various locations in Mumbai and any traffic issues in this regard will have to be dealt by them only. In no case AIESL officials would assist the service provider.
- 4) The service provider is also required to submit nos. of staff travelling during each trip to make correction in the routes and to increase /decrease the frequency of the buses operating on various sectors as and when required.
- 5) The qualifications & experience of the personnel to be deployed shall be verified by AIESL and shall be deployed only subject to fulfillment of the requirement.
- 6) Service provider will provide a list of vehicles (Registration numbers etc.) with requisite documents, which they propose to deploy for AIESL duty. The vehicles shall be inspected by AIESL, officials before deployment and periodic check will be carried out thereafter for compliance of all regulations. The vehicles to be deployed should have manufacturing date from April 2021 onwards.
- 7) The Service provider shall ensure that the vehicles are positioned 10 minutes before the scheduled time so as to enable staff to comfortably board the bus at the rallying point. He shall ensure that the services rendered are prompt and courteous. The seating capacity of the bus should be equal or more than the number of employees availing the service.
- 8) The Service provider shall deploy drivers with valid commercial heavy licenses issued by RTO for Heavy passenger vehicles and shall possess the same in his person during his duty timings.
- 9) The arrangement of trips may vary due to traffic disruptions due road repairs, rains, water logging, strikes, bandh etc. The Service provider shall then make arrangements for providing the service as may then be instructed by AIESL, due to the above constraints. Wire mesh protection to all windows/ wind screens/ rear screens shall be provided during emergencies to ensure protection of staff inside the buses.



- 10) The vehicle journey log book obtained from GPS would be maintained to record the trips and would be signed by AIESL Representative on daily basis. The original copy of the log sheet would be Submitted by the service along with the monthly invoice.. The journey log book has to be printed by the service provider on his letter head. In the absence of non-submission of the log journey book payment will not be made for the trips to be recorded against the vehicle. The format of vehicle log book is attached as Annexure “XII”. The log would be provided by vendor at his own cost.
- 11) The Service provider will provide list of drivers/supervisors indicating their names, father’s name, present /permanent residential address, valid license nos. and recent photograph etc. who are to be deployed for AIESL, duty. Intimation of new recruitment, resignation / termination of the drivers / supervisors deployed for AIESL, duty should be intimated immediately with relevant documents.
- 12) The Service provider shall issue photo identity card & name badge to the drivers & staff deployed for AIESL., duty under his signature, company’s name and seal, which shall be displayed by them at all times while on duty.
- 13) The Service provider has to ensure that vehicles provided for the services are registered with the concerned authority and shall have all valid documents including emission test as applicable from time to time.
- 14) The Service provider shall ensure that all the vehicles provided should be comprehensively insured with third party unlimited risk. AIESL, shall not be liable for any damages, claims whatsoever to public property and/or any third party due to any accident arising out of and in the course of operation.
- 15) The Service provider shall be solely responsible to comply with all the provisions of motor vehicle act and laws, rules and guidelines applicable from time to time.
- 16) The Service provider shall be responsible for the acts and deeds of drivers of the vehicles. AIESL will in no way be responsible for violation of traffic rules and/ or other loss either by the driver of the vehicle or by the Service provider. The Service provider shall comply with the relevant rules and regulations of Motor Vehicle Act & rule applicable at present and as may be enforced from time to time.
- 17) During the contract period if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority/ Mumbai International Airport Ltd. or any other authority for whatsoever reasons then the same will be at cost/risk of the Service provider. The cost in the event of non-deployment of vehicle in the said route due to the aforesaid reasons, compensation as per stipulated penalty hereinafter shall be payable and alternate vehicle shall be provided for such detainments by the Service provider.
- 18) The driver while on duty should not be under influence of alcohol or any other intoxicant or under stress. In such cases alternate driver has to be provided by the Service provider immediately on receipt of such report/ complaint from AIESL. Any Loss or damage caused by such driver or otherwise shall be totally borne by the Service provider. Smoking by the drivers during the trips is strictly prohibited.



19) Service provider shall ensure that all the trips shall be operated as required by the contract. Failure to do so in any given trip shall invite penalty as mentioned in Clause No: 21 given below, which shall be deducted from the amount payable to the service provider by AIESL for the given trip.

20) Following:

- a. The service provider shall ensure that the buses deployed by him are always maintained in clean, hygienic and road worthy condition and all the vehicles must be kept clean (exterior and interior) at all times.
 - b. All the operational regulations stipulated by RTO /Mumbai International Airport Limited (MIAL) / and any other agency whenever applicable must be complied with.
 - c. The Service provider should ensure that all the documents including RC, fitness, insurance, pollution certificate, Road Tax, Permit etc. and any other relevant documents/Licenses essentially required by the R.T.O. and other statutory bodies for the operation of the buses must be valid during the tenure of the contract period. These documents/licenses should be made available in the buses during the duty timings.
 - d. The Service provider will provide commercially registered buses with comprehensive insurance and unlimited risk cover to the occupants of the buses. AIESL, shall not be liable for any damage, whatsoever to public property and/or any third person due to any accident / incident arising out of and in the course of deployment of Service provider's vehicles on AIESL, duties. The Service provider shall be solely responsible for any claims by any third party and/or employees of AIESL, travelling in the vehicle for any injuries caused by the driver / vehicle whether by accident or otherwise. The Service provider shall be required to indemnify AIESL, from any consequences arising out of and in the course of deployment of vehicles for AIESL, duties.
 - e. In case of breakdown of vehicle, it will be the responsibility of the Service provider/supervisor to make alternative arrangements immediately so as to enable staff to reach their destination on time. In the event that alternate arrangements are not made immediately, AIESL, shall be within its rights to make alternative arrangements by hiring/arranging another vehicle from any other source and the amount so spent, together with any other reasonable incidental charges, etc. will be fully recovered from Service provider's regular bills apart from the penalty levied as per penalty clause.
 - f. Service provider has to make his own arrangement to procure fuel, lubricants, spare parts, & maintenance etc.
 - g. The successful bidder shall provide AIESL, the list of vehicles with registration numbers that shall be assigned for AIESL duty.
 - h. In case any driver engaged by the successful bidder is found ferrying common public during productive run in the buses assigned for AIESL duty, such driver shall be removed from AIESL duty immediately on receipt of intimation by AIESL, to prevent safety compromise to AIESL property and persons.
- 21) **PENALTY:** Timely service as per schedule provided in this tender shall be the essence of this contract. In case of failure on the part of the Service Provider to comply with any one or more of the terms of the contract, the applicable penalty clause / s listed below shall be invoked.
- a. Duty driver is not found in uniform Rs.100/- per trip.
 - b. Non provision of supervisor Rs.500/-for every shift.
 - c. Personnel of the service provider deployed found indulging in illegal / antisocial activities or intoxicated etc. while on AIESL duty is not permissible & should be replaced. A penalty of Rs.10,000/- per staff per incident.
 - d. Trip not operated. Rs.2000/- plus cost of the alternate arrangements made by AIESL.



- e. Arrival delayed by more than 15 minutes or departure before the scheduled time. Rs. 500/- per trip.
- f. Delay due to vehicle break down during the trip Rs.1000/-per trip.
- g. Operating bus without display of “On Contract with AIESL”/ deployment of smaller capacity vehicle / non deployment of tender specified vehicle after three months on award of contract Rs.500/-per trip deployed by the service provider for AIESL.
- h. Any un-cleaned bus; both interior cabin & external body a penalty @ Rs.500/- per trip.
- i. Drivers ferrying common public and staff having NO BUS PASS Rs.5000/- per occasion
- j. GPS installed is found to be not working Rs.500/- per trip
- k. The penalty if any levied shall be recovered from the monthly bills. In case the amount recoverable is more and not made good by way of deductions from the bills, the security deposit shall be forfeited to recover the amount due.

22) Supervisors with mobile phones to completely coordinate and monitor the entire activity of maintaining and performing the trips mentioned in Annexure “XII” along with any amendments made from time to time. He shall also coordinate and liaise with transport movement for the running and maintaining of the scheduled trips and additional requirements, whenever requisitioned.

23) Without prejudice to the above penalty clauses, AIESL reserves the right to take all the remedial actions provided under the law in case of non-fulfillment of contractual obligations by the Service Provider.



ANNEXURE –V

Work scope and Service Requirements for Staff Transportation Services, AIESL, WR

Nature of Work: To provide transportation services as per trips (Please refer Annexure- XIV for the routes) detailed below for pickup and drop from various locations/rallying points in Mumbai for the staff of AIESL & its subsidiaries/sub-contracted. The requirement of nos. of Buses deployed and kilometers performed may increase or decrease by 20% due operational requirements or there may be alteration of routes accordingly.

Type of Vehicle:

- a. The requirement is for buses (AC / NON-AC) have seating capacity of 35 passengers / 25 passengers / 13 passengers with standard cushioned seats with (2 X 2) seating configuration. Buses should be fabricated on approved chassis by Transport authorities suitable for Passenger transportation. All the buses to be provided with high Back cushioned seats. All the buses so deployed would be fitted with active GPS for monitoring of Buses. The GPS monitoring link would be provided to AIESL and all employees for real time viewing of Buses.
- b. The Buses deployed shall be **BS-VI** compliant to meet the latest emission norms & the vehicles should be registered after 1st April 2021.
- c. Bidders are at liberty to quote for either Petrol or Diesel or CNG or Electric driven vehicle, or all from the above.
- d. The number/schedule of trips may increase/decrease depending upon the operational requirement of AIESL, and any additional trips that may be incorporated in the schedule mentioned in Annexure XIII shall be provided at the quoted rate on pro Data basis. The locations/ rallying points for pick up and drop of staff may also change during the tenure of contract due to relocation of departments/ staff etc. to various locations in the airport/ city side.
- e. The vehicles must comply with all the laws/rules/regulations mandated by the RTO and concerned Government Agencies during the contract period.
- f. Each vehicle will also prominently display the Board “**On Contract with AIESL**” on both front and rear display of the vehicle. AIESL shall prominently use all the sides of the Buses for publicity of AIESL and bidder need to take relevant permission for the same from the concerned Transport authorities if required. A Board displaying the Sector/Trip will also be displayed for the benefit of the staff.
- g. All vehicles should necessarily have standard fitting with following and any other fittings as required by the RTO/Government Agencies for the purpose of safety of the traveling employees.
 - i. Fire extinguisher
 - ii. First Aid Kit
 - iii. Stepney and tool kit at all times.
 - iv. Adequate spares such as fuses, bulbs, fan belts etc.
- h. Vendor shall deploy adequate number of buses (Number of Seater as per need required for specific route) to perform trips indicated in Annexure XIV.**



ANNEXURE – VI

Checklist for Technical Bid Documents

Following certified documents must be attached along with Technical Bid:

Sr. No.	Particular	Page No.
1	Company Profile	
a)	Certificate of Incorporation	
b)	Address Proof (Telephone / electricity bill)	
c)	Shop Establishment Certificate	
d)	Audited Balance Sheet and P&L account for the FY 2020-21, FY 2021-22 duly signed by Proprietor/Director	
e)	IT Returns for the Financial Year 2020-21, 2021-2022.	
2	Experience Profile	
a)	Proof of ownership of atleast 10 buses by submitting the vehicle registration card /insurance / permit	
b)	Proof of two years' experience in the field of passenger/ staff transportation from FY 2020-21, 2021-22.	
c)	Copies of at least 1 Contract valued at Rs 1.2 Crore in one of the preceding two financial years	
d)	Copies of at least 1 Contract deploying <u>07 buses or more</u> in one of the preceding 2 financial years	
3	Other Documents	
a)	Submission of Indemnity Bond	
b)	Submission of Annexure XI duly signed by bidder	



ANNEXURE-VII

Price Bid Format A (FOR AC BUS)

Sr. No.	Sector	SEATER BUS / Vehicle to be deployed	Rate per trip (Excluding GST)	Number of trips per day	Total Cost (excluding GST) (Rate per trip x Trips per day)
	For Normal duty				
01	ANDHERI – NEC			03	
02	NEC-ANDHERI			02	
03	GHATKOPAR - NEC			01	
04	NEC - GHATKOPAR			01	
05	KURLA – NEC			02	
06	NEC – KURLA			02	
07	DAHISAR - NEC			01	
08	NEC - DAHISAR			01	
09	THANE - NEC			01	
10	NEC – THANE			01	
11	SANTACRUZ - OAP			05	
12	OAP - SANTACRUZ			05	
13	KURLA - OAP			08	
14	OAP – KURLA			08	
	FOR SHIFT DUTY				
15	ANDHERI - NEC			03	
16	NEC - ANDHERI			03	
17	GHATKOPAR - NEC			03	
18	NEC - GHATKOPAR			03	
19	KURLA - NEC			03	
20	NEC - KURLA			03	
	TOTAL COST				
(In words: _____)					
UNSCHEDULED REQUIREMENT (Please quote per km rate without any Cap of min. km per)					
21	05 Seater			01	
22	08 Seater			01	

Price bid evaluation to arrive at L1 shall be the bidder quoting the Lowest Total COST excluding above SN 21 & 22.

Note:

1. The rate quoted shall include all the cost such as capital cost, maintenance cost, manpower, running cost, fuel, Govt. taxes (except GST), parking charges, pollution certificate, Road Taxes, vehicle insurance, and any other overheads etc.
2. AIESL at its discretion shall distribute the routes.

I/We agree to comply with all terms and conditions

Signature and Stamp of Bidder



3. Number of employees who will avail the bus services is given in the annexure. The seating capacity of the bus deployed should be equivalent or more.

In the event of any road blockade & the trip is performed by diverted route, then for additional distance run shall be compensated for that trip at productive rates with due certification by the transport / personnel dept.

4. The base rate of the fuel shall be reset in case of extension of the original closing date to the extended closing date. In case of any vendor having already submitted their bid on or before the original closing date are free to resubmit their price bid.
5. The rate quoted by the bidder shall remain unaltered for the entire period of contract except in case of any increase/decrease in the cost of fuel or Government levies. The price of standard fuel as on date of closing of tender will be taken as the base rate of fuel. The average km / liter of fuel quoted in Annexure „VII“ will be used to derive the amount payable per productive km due to increase/ decrease in fuel prices. Thus the formula to apportion difference in fuel costs for every productive km will be as follows for every month.

$$\frac{(New\ fuel\ rate) - (Base\ Rate)}{(Average\ km/ liter\ or\ Kg)}$$

6. The difference in Government levies will be based on actuals. This difference will be reviewed and paid from the date of such increase / decrease.
7. New fuel rate will be reviewed twice a month & it will be the published price of fuel as on 15th & the last day of the month

(Signature of the Bidder)

Company Seal



ANNEXURE-VII

Price Bid Format B (FOR NON-AC BUS)

Sr. No.	Sector	SEATER BUS / Vehicle to be deployed	Rate per trip (Excluding GST)	Number of trips per day	Total Cost (excluding GST) (Rate per trip x Trips per day)
	For Normal duty				
01	ANDHERI – NEC			03	
02	NEC-ANDHERI			02	
03	GHATKOPAR - NEC			01	
04	NEC - GHATKOPAR			01	
05	KURLA – NEC			02	
06	NEC – KURLA			02	
07	DAHISAR - NEC			01	
08	NEC - DAHISAR			01	
09	THANE - NEC			01	
10	NEC – THANE			01	
11	SANTACRUZ - OAP			05	
12	OAP - SANTACRUZ			05	
13	KURLA - OAP			08	
14	OAP – KURLA			08	
	FOR SHIFT DUTY				
15	ANDHERI - NEC			03	
16	NEC - ANDHERI			03	
17	GHATKOPAR - NEC			03	
18	NEC - GHATKOPAR			03	
19	KURLA - NEC			03	
20	NEC - KURLA			03	
	TOTAL COST				
(In words: _____)					
UNSCHEDULED REQUIREMENT (Please quote per km rate without any Cap of min. km per)					
21	05 Seater			01	
22	08 Seater			01	

Price bid evaluation to arrive at L1 shall be the bidder quoting the Lowest Total COST excluding above SN 21 & 22.

Note:

- The rate quoted shall include all the cost such as capital cost, maintenance cost, manpower, running cost, fuel, Govt. taxes (except GST), parking charges, pollution certificate, Road Taxes, vehicle insurance, and any other overheads etc.
- AIESL at its discretion shall distribute the routes.

I/We agree to comply with all terms and conditions

Signature and Stamp of Bidder



3. Number of employees who will avail the bus services is given in the annexure. The seating capacity of the bus deployed should be equivalent or more.

In the event of any road blockade & the trip is performed by diverted route, then for additional distance run shall be compensated for that trip at productive rates with due certification by the transport / personnel dept.

4. The base rate of the fuel shall be reset in case of extension of the original closing date to the extended closing date. In case of any vendor having already submitted their bid on or before the original closing date are free to resubmit their price bid.
5. The rate quoted by the bidder shall remain unaltered for the entire period of contract except in case of any increase/decrease in the cost of fuel or Government levies. The price of standard fuel as on date of closing of tender will be taken as the base rate of fuel. The average km / liter of fuel quoted in Annexure „VII“ will be used to derive the amount payable per productive km due to increase/ decrease in fuel prices. Thus the formula to apportion difference in fuel costs for every productive km will be as follows for every month.

$$\frac{(\text{New fuel rate}) - (\text{Base Rate})}{(\text{Average km/ liter or Kg})}$$

$$(\text{Average km/ liter or Kg})$$

6. The difference in Government levies will be based on actuals. This difference will be reviewed and paid from the date of such increase / decrease.
7. New fuel rate will be reviewed twice a month & it will be the published price of fuel as on 15th & the last day of the month

(Signature of the Bidder)

Company Seal



ANNEXURE VIII

INDEMNITY

1. The Successful Bidder shall indemnify AIESL against the payment of penalty/third party claims/damages/loss of property of AIESL, due to the negligence on part of the Successful Bidder and/or its employees.
2. The Successful Bidder shall also indemnify AIESL for making good any claim/penalty/loss or damages, including costs (including counsel fees and legal cost) thereof, in respect of any breach or violation of any provisions of any law, including labour laws governing the employees of the Successful Bidder. In case of any failure to make good the above/any losses/expenses to AIESL, the same shall be deducted from the amounts to be paid to Successful Bidder, as per the bills raised, or may be deducted from the security deposit or from any payments to be made to the Successful Bidder under the Contract. Reasonable opportunity will be provided to the bidders to present the case.
3. For the avoidance of any doubt it is hereby clarified that the Successful Bidder shall be solely liable for accidents, injuries, death and/or damages caused to any individual/s and/or property of AIESL and/or any third party, due to gross negligence of its employees, during performance of their duties under the Contract and shall indemnify AIESL and/or its employees, from costs or liabilities, arising therefrom (including reasonable counsel fees and legal cost).
4. The Successful Bidder shall be liable to keep AIESL indemnified against any claim or claims whatsoever and any liabilities, that may arise on account of the Successful Bidders failure to comply or adhere with any statutory obligations, legislations, regarding the laws governing intellectual property rights whether in India or any other country as applicable. AIESL shall make bidder aware of the claim and be entitled to deduct any amounts to make good the above/any losses/expenses incurred by AIESL on account of such claims or liabilities. The decision of AIESL as to the amounts to be deducted shall be final and binding on the Successful Bidder. Reasonable opportunity will be provided to the bidders to present the case.
5. The Bidder shall indemnify and hold AIESL harmless from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Implementation Partner or its personnel and from any illegal use of any tool or software by the Implementation Partner. Indemnification shall be limited to direct claims, fines, penalties, only when Bidder is solely and directly attributable to it. Bidder would defend at its own cost.
6. The provisions of this Article shall survive the termination or expiration of the term of the Contract for a period of 6 months from the expiry of contract.



INDEMNITY BOND

THIS INDEMNITY BOND is executed on this _____ Day of _____ 2023, by _____ having, its registered Office at _____ hereinafter referred to as Service Provider (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successor and assigns).

Whereas (name of the Service Provider) shall enter into an agreement with M / s. AIESL, a Company hereinafter referred to as "AIESL" incorporated in New Delhi under Companies Act, 1956 having, its Headquarters at AI Engineering Services Ltd (AIESL), 2nd Floor, CRA Building, Safdarjung Airport Complex, New Delhi-110003 (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successors and assigns).

And whereas the Service Provider by means of an agreement shall provide staff transportation services to AIESL at Mumbai as per the annexure.

In terms of Clause 6 in annexure III of the terms and conditions specified in the Tender Document EB/GM/I-33/233 dated 04/09/2023 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.

1. In terms of Clause 6 in annexure III of the terms and conditions specified in the Tender Document 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, Employers' Liability Act, 1938, Maternity Benefit Act, 1961 and Bombay Labour Welfare Fund Act, 1953 as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and / or non-compliance of any other provisions of Labour Laws and shall indemnify AIESL against any claim / cost / remedies and penalties in respect of breach of any of the provisions of Laws in force.
2. It is further agreed that the Service Provider shall, within One Month from the receipt of LOI (letter of intent), obtain Form-V from AIESL and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority & deposit a copy with AIESL at the time of commencement of the job. In the event of the Service Provider not being covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, the Service Provider shall obtain a letter from the concerned labour authorities confirming the same.



3. It is further agreed that the Service Provider shall indemnify AIESL against any claim / s with regard to Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Contract Labour (Regulations & Abolition) Act, Workmen Compensation Act, Bombay Labour Welfare Fund Act, any Acts / Laws prevailing during the validity of the contract applicable to the Service Provider and other emoluments / allowances payable to the workmen deployed by the Service Provider during the validity of the Contract. The Service Provider confirms that all records of payments including Wage Registers / Muster Roll / Bank Clearance Statements / Overtime incurred penalties and advances if any in respect of the workmen engaged by the Service Provider shall be maintained and produced as and when required by the AIESL and / or any other third party including Government Agencies / Authorities.
4. All payments shall be made to the workmen deployed by Service Provider on a monthly basis. Attendance register incorporating all details of attendance in respect of the workmen deployed by them is to be maintained. The Bidder shall ensure that the disbursement of wages to the persons deployed / engaged by them shall be made on or before the 7th of each month. Payments are to be made each month in the presence of a nominated representative of the Management of the company. The signature of the nominated representative shall be obtained on the salary sheets, date of disbursement to be indicated and official stamp to be affixed.
5. The Bidder shall strictly ensure that Minimum Wages as stipulated by the appropriate Government is paid each month to the workmen deployed by them. The Bidder shall issue salary slips to each of the workmen engaged by them every month in respect of the wages paid. The Bidder shall ensure that the workmen deployed by them are granted a paid weekly off. This shall be a mandatory compliance.
6. The Service Provider further confirms that necessary ESI / PF payments in respect of the workmen engaged by the Service Provider shall be made during the tenure of the contract within the time schedule as specified under the applicable Acts and further indemnifies AIESL against any claim / claims and liabilities arising out of the contract during the validity of the contract.
7. The Service provider also confirms that the relevant records pertaining to half yearly returns in respect of ESI and Annual returns in respect of PF filed by the service provider shall be submitted to the AIESL from time to time. The Service Provider also undertakes to produce the relevant documents in respect of the various returns and the payments made during the tenure of the contract in respect of the workmen engaged by the Service Provider before any third party, Government Agency / Authority. The Service Provider also confirms that the Service Provider shall maintain all records relevant to the record of ESI / PF deductions / deposits made and shall produce the same before the AIESL as and when required and / or required by any third party, Government Agency / Authority.
8. The Service Provider hereby indemnifies and agrees to keep the AIESL indemnified, during the period of the contract and even thereafter, to make good any losses, payments, penalties incurred by AIESL 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.



9. We indemnify AIESL and its subsidiaries against any claim from ESI Authorities / PF Authorities and / or any other statutory bodies under various labour laws relating to claim with regard to the workmen deployed by us. We further indemnify AIESL and its subsidiaries against any losses that may accrue / occur on account of any vigilance case / s filed / to be filed by ESI Authorities / PF Authorities and / or any other statutory bodies under various labour laws.
10. The Service Provider hereby indemnifies and agrees to keep AIESL indemnified, against any clause elsewhere as referred to in this tender document No. __Dtd. _____ which specifies so.

Signed, Sealed & Delivered

Within the named _____

Witness: 1) _____

Through their Director / Proprietor / Representative

2) _____



ANNEXURE IX

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

Date of issue :_(*)

Bank Guarantee No. (*)

Amount: (*)

To

AIESL, Registered office Address:

AI Engineering Services Ltd (AIESL), 2nd Floor, CRA Building, Safdarjung Airport Complex,
New Delhi-110003

THIS DEED OF GUARANTEE is made on the (*) day of (*), 2023 at (*)

By

(*)Bank, having its head office at (*) (hereinafter called the “Bank” which expression unless shall include its successors and assigns) in favour of M/s. AI Engineering Services Ltd (AIESL) a company incorporated under the Companies Act, 1956, with having its registered office at AI Engineering Services Ltd (AIESL), 2nd Floor, CRA Building, Safdarjung Airport Complex, New Delhi-110003, (hereinafter referred to as “Beneficiary” which expression unless repugnant to the context hereto shall be deemed to include its assigns, in business, administrators and representatives).

THIS DEED WITNESSETH AS FOLLOWS:

WHEREAS(name and address of the Successful Bidder) having its registered office at (*) (hereinafter called "the Successful Bidder" which expression shall unless repugnant to the context hereto shall be deemed to include its permitted assigns, in business, administrators and representatives) in pursuance of Tender Ref. No. (*) dated (*) (hereinafter referred to as the “Tender”) has been awarded the contract no. Dated to supply (services of Fare Audit) herein after called "the Contract")

AND WHEREAS it has been stipulated by the Beneficiary in the said Tender that the Successful Bidder shall furnish from a (*) bank a irrevocable Security Deposit (SD)/ Performance Bank Guarantee (PBG) @ 5% (Five Percent) Of The Total Contract Value Within Two (2) Weeks From The date Of awardOf Contract;

Thus we, the Bank have agreed to give the Successful Bidder such a bank guarantee for an amount of (*) being the amount equal to 5% (Five Percent) of the total Contract value towards Security Deposit / Performance Bank Guarantee (PBG) in favour of you, the Beneficiary.



In consideration thereof, we, the Bank, hereby at the request of the Successful Bidder, expressly, irrevocably and unconditionally guarantee the due performance of the Contract by the Service provider and undertake and guarantee to pay you (the Beneficiary) on written demand without demur and protest and without reference to the Service provider an amount not exceeding Rs.(*) /- (Rupees*) against any loss or damage caused to you (the Beneficiary) by reason of any breach by the said Successful Bidder. Your (the Beneficiary's) demand shall be conclusive evidence to us (the Bank) as regards the amount due and payable by the Bank under this Guarantee.

We further agree that the Guarantee herein contained shall remain in full force and effect during the period as mentioned herein and that it shall continue to be enforceable till all the claims of the Beneficiary under or by virtue of the said Contract have been fully paid and it's have been fully and properly carried out by the said Successful Bidder and accordingly discharges the guarantee.

This guarantee shall not be revoked without the express consent of the Beneficiary and shall not be affected by the Beneficiary granting to the Successful Bidder any waiver, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in the Beneficiary or any right which the Beneficiary may have against the Successful Bidder and to exercise the same in any manner at any time either to forebear or to enforce any covenant contained or implied in the said Contract or any other course or remedy or security available to the Beneficiary, and our Bank shall not be released from its obligations under this guarantee by the Beneficiary exercising any of its rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commissions on the part of the Beneficiary or any other indulgence shown by the Beneficiary or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this Guarantee.

The Bank, undertakes to pay to the Beneficiary, so demanded notwithstanding any dispute raised by the Service provider in any suit or proceeding pending before any arbitral tribunal or court relating thereto, the liability of the Bank under this Guarantee being absolute and unequivocal.

The Bank further agrees that, no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the contract documents which may be made between the Beneficiary and the Service provider shall in any way release the Bank from any liability under this Guarantee and we hereby waive notice of any such change, addition or modification.

We further state that, the Bank shall not be released from its obligations hereunder, except upon receipt by the Beneficiary of the entire amount due and payable under the terms of this Guarantee and/or any amendment (s) thereto and on the expiry of this Guarantee, within the period as mentioned herein below.

That's, the Bank hereby agrees that this Guarantee shall be binding on it and on its successors and permitted assigns and that this Guarantee not be affected by any change in the constitution of our bank or of the Successful Bidder or for any other reason whatsoever.



That's, the Bank further confirms that, this Guarantee has been issued with due observance and compliance of the appropriate laws in force in (*).

That's, the Bank shall be liable to pay the amount mentioned herein or any part thereof under this Guarantee only and the said amount shall be payable to the Beneficiary, upon the Beneficiary making a mere demand in writing. Such payment shall be made within 72 (seventy-two) hours of receiving such a claim or demand notice by the Bank.

Notwithstanding anything contained herein above

- a) Our liability as guarantor under this guarantee is restricted to Rs.(*)/- (Rupees * only)
- b) This bank guarantee shall remain in force from (*) to (*)

We, the Bank, undertake not to revoke this guarantee during its currency.

In witness whereof of the Bank, through its authorized officers has set its hand and stamp on this _____ day of _____.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the Officer

.....
Seal, name and address of the Bank and address of the Branch



ANNEXURE XI

**(ON THE OFFICIAL LETTERHEAD OF THE BIDDER)
ACCEPTANCE OF TERMS AND CONDITIONS**

I/We _____, hereby confirm that, I/We _____ have studied the entire Tender Enquiry Number _____ for supply of _____ (hereinafter referred to as "Tender Document").

I/We have understood all the Terms and Conditions of the Tender Document including all the Annexures, attached therewith and accept and agree to abide by all the Terms and Conditions of the Tender Document unconditionally.

We confirm that, the prices/rates and taxes as quoted by us in our Price Bid are final and no other additional costs shall be applicable to AIESL. We confirm that, if we are awarded the Contract by AIESL, the benefit of reduction in statutory taxes/levies, if any arising during the Term of Contract, if awarded in our favour would be passed on to AIESL, whenever applicable.

SIGNATURE OF AUTHORISED SIGNATOR

COMMON SEAL OF THE BIDDER

(Name: _____) (Designation: _____)

Date: _____ Place: _____

I/We agree to comply with all terms and conditions

Signature and Stamp of Bidder



ANNEXURE XII

Format for proof of payment of ESI / PF

*Self-Certification for payment of ESI / PF as per format given shall be submitted with the monthly bill.
 "Certified that We, M / s Service Provider,
 Under Contract Nohave made full (both employers and employees share)
 Contributions towards ESI / PF, in respect of personnel engaged by me / us under the said contract to ESI
 / EPF Commissioner on....."*

ESI PAYMENT DETAILS:

Month	Total no. of workers engaged	Total workers covered under ESI	Total ESI payable @ 6.5% (4.75% + 1.75%)	Total amount of ESI paid	ESI paid vide challan dated	Remarks
Month	Penalty payment if any for the month of _____ paid vide challan dated					

PF PAYMENT DETAILS:

Month	Total no. of workers engaged	Total PF payable @ 12% of Basic & DA.	Total amount of PF paid	PF paid vide challan dated	Remarks
Month	Penalty payment if any for the month of _____ paid vide challan dated				

(Signature of the Service Provider)

Name: _____

Stamp:

Date:

Enclosed:

- ESI Challan
- PF Challan
- Penalty Challan ESI / PF
- List of workers engaged for AIESL for the month of _____
- Muster roll for the month of _____
- Wage Register / Bank clearance statement (if payment through ECS) for the month of _____

TO BE FILLED IN BY THE USER DEPARTMENT / STATION MANAGER:

It is to certify that all the above mentioned documents for the month of _____ have been received along with the bills for the month of _____

Signature of the Representative

From the User Department / Station. Name: _____ Designation: _____ Stamp: _____

I / We agree to comply with all terms and conditions

Signature and Stamp of Bidder



Annexure XIII

Sample Log Book Format

Vendors Name _____

Office Address and contact details. _____

Bus No.

Dtd.

Sr. No.	SECTOR Examples	DEP. TIME	ARR. TIME	SIGN	NAME	STAFF No.	DEPT.	CONTACT NO.	REMARK/ REASON OF DELAY
1	ANDHERI-NEC								
2	NEC-ANDHERI								
3	NEC-KURLA								
4	KURLA-NEC								
5	OAP - SANTACRUZ								
6	SANTACRUZ - OAP								

(All routes given in Annexure XIV should be included in log book)

SIGNATURE OF VENDOR SUPERVISOR

SIGNATURE OF AIESL OFFICIAL

NAME:

NAME:

DATE:

DATE:

I /We agree to comply with all terms and conditions

Signature and Stamp of Bidder



Routes / Time Schedule								ANNEXURE XIV					
SCHEDULED REQUIREMENT													
Sr.No.	ROUTE	SHIFT	DEPARTURE FROM ANDHERI (UP)	NEC SHIFT TIME	DEPARTURE TO ANDHERI (DOWN)	FROM/UP Km.	TO/DOWN Km.	TRIPS PER DAY	TOTAL KM per Day	TOTAL KM per Month (as per shift)			
1	ANDHERI - NEC-ANDHERI (UPTO RAILWAY STATION) (VIA GUNDAVLI METRO STATION) (APPROX* 20 MIN)	NORMAL SHIFT (6 Days) i.e. 25 Days	07:55	08:15		4		2	8	200			
			08:50	09:10		4		1	4	100			
				16:10	16:15		4		2	8	200		
			TOTAL								5	20	500
2	GHATKOPAR - NEC - GHATKOPAR (UPTO RAILWAY STATION) (APPROX* 30 MIN)	NORMAL SHIFT (6 Days) i.e. 25 Days	07:45	08:15		8		1	8	200			
				16:10	16:15		8		1	8	200		
			TOTAL								2	16	400
			3	KURLA - NEC - KURLA (UPTO RAILWAY STATION) (APPROX* 40 MIN)	NORMAL SHIFT (6 Days) i.e. 25 Days	07:35	08:15		11		2	22	550
	16:10	16:15					11		2	22	550		
TOTAL								4	44	1100			
4	DAHISAR - NEC - DAHISAR (UPTO GOKUL ANAND/DAHISAR METRO STATION) (APPROX* 60 MIN/1Hr.)	NORMAL SHIFT (6 Days) i.e. 25 Days				07:15	08:15		20		1	20	500
				16:10	16:15		20		1	20	500		
			TOTAL								2	40	1000
			5	THANE - NEC - THANE (UPTO TEEN HATH NAKA) (APPROX* 80 MIN/1:20 Hr.)	NORMAL SHIFT (6 Days) i.e. 25 Days	06:55	08:15		24		1	24	600
	16:10	16:15					24		1	24	600		
TOTAL								2	48	1200			
6	SANTACRUZ - OAP - SANTACRUZ (UPTO RAILWAY STATION) (APPROX* 25 MIN)	NORMAL SHIFT (5 Days) i.e. 21 Days				06:35	07:00		3		1	3	63
			07:05	07:30		3		3	9	189			
			08:05	08:30		3		1	3	63			
				16:30	16:35		3		1	3	63		
				16:55	17:00		3		3	9	189		
				17:30	17:35		3		1	3	63		
			TOTAL								10	30	630

I/We agree to comply with all terms and conditions

Signature and Stamp of Bidder



Routes / Time Schedule								ANNEXURE XIV			
SCHEDULED REQUIREMENT											
Sr.No.	ROUTE	SHIFT	DEPARTURE FROM KURLA (UP)	NEC SHIFT TIME	DEPARTURE TO KURLA (DOWN)	FROM/UP Km.	TO/DOWN Km.	TRIPS PER DAY	TOTAL KM per Day	TOTAL KM per Month (as per shift)	
7	KURLA - OAP - KURLA (UPTO RAILWAY STATION) (APPROX* 20 MIN)	NORMAL SHIFT (5 Days) i.e. 21 Days	06:40	07:00		4		1	4	84	
			07:10	07:30		4		5	20	420	
			08:10	08:30		4		2	8	168	
				16:30	16:35		4		1	4	84
				16:55	17:00		4		5	20	420
				17:30	17:35		4		2	8	168
TOTAL								16	64	1344	
Sr.No.	ROUTE	SHIFT	DEPARTURE FROM ANDHERI (UP)	NEC SHIFT TIME	DEPARTURE TO ANDHERI (DOWN)	FROM/UP Km.	TO/DOWN Km.	TRIPS PER DAY	TOTAL KM per Day	TOTAL KM per Month (as per shift)	
8	ANDHERI - NEC- ANDHERI (UPTO RAILWAY STATION) (VIA GUNDAVLI METRO STATION) (APPROX* 20 MIN)	ROTATIONAL SHIFT (7 Days) i.e. 30 Days Avg.	06:10	06:30		4		1	4	120	
			13:10	13:30		4		1	4	120	
			20:40	21:00		4		1	4	120	
				14:40	14:45		4		1	4	120
				22:00	22:05		4		1	4	120
				07:05	07:10		4		1	4	120
TOTAL								6	24	720	
Sr.No.	ROUTE	SHIFT	DEPARTURE FROM GHATKOPAR (UP)	NEC SHIFT TIME	DEPARTURE TO GHATKOPAR (DOWN)	FROM/UP Km.	TO/DOWN Km.	TRIPS PER DAY	TOTAL KM per Day	TOTAL KM per Month (as per shift)	
9	GHATKOPAR - NEC - GHATKOPAR (UPTO RAILWAY STATION) (APPROX* 30 MIN)	ROTATIONAL SHIFT (7 Days) i.e. 30 Days Avg.	06:00	06:30		8		1	8	240	
			13:00	13:30		8		1	8	240	
			20:30	21:00		8		1	8	240	
				14:40	14:45		8		1	8	240
				22:00	22:05		8		1	8	240
				07:05	07:10		8		1	8	240
TOTAL								6	48	1440	
Sr.No.	ROUTE	SHIFT	DEPARTURE FROM KURLA (UP)	NEC SHIFT TIME	DEPARTURE TO KURLA (DOWN)	FROM/UP Km.	TO/DOWN Km.	TRIPS PER DAY	TOTAL KM per Day	TOTAL KM per Month (as per shift)	
10	KURLA - NEC - KURLA (UPTO RAILWAY STATION) (APPROX* 40 MIN)	ROTATIONAL SHIFT (7 Days) i.e. 30 Days Avg.	05:50	06:30		11		1	11	330	
			12:50	13:30		11		1	11	330	
			20:50	21:00		11		1	11	330	
				14:40	14:45		11		1	11	330
				22:00	22:05		11		1	11	330
				07:05	07:10		11		1	11	330
TOTAL								6	66	1980	
GRAND TOTAL (Trips / Kilometers)								59	400	10,314	

UN-SCHEDULED REQUIREMENT		
Sr.No.	VEHICLE TYPE	TIMINGS
1	05 Seater / 08 Seater	On need basis from BASE to Destination
		Approximate kms per month
		1000 kms (Total using any of the Vehicles together)

-----END OF DOCUMENT-----

I/We agree to comply with all terms and conditions

Signature and Stamp of Bidder