



**Sub: Tender for Provision of Manpower Services at Mumbai**

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

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

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

- I. **Name of work/services to be provided:** Provision of Manpower Services.
- II. **Earnest Money Deposit (EMD):**
  - a) Rs.2,00,000/- (Rupees Two Lakhs only) for AEP Categories and
  - b) Rs.2,00,000/- (Rupees Two Lakhs only) for Non-AEP categories respectively.MSME/ Udyog Aadhar and Start up establishments are exempted from submitting EMD as per Govt. of India policy.
- III. **Contract period:** Two years; extendable by one more year.
- IV. **Date & time of pre-bid meeting:** 05/08/2022 at 14:30 hrs. (IST) through video conference.
- V. **Due date & time for bid submission:** 12/08/2022 latest by 11:00 hrs. (IST). Tenders received after due date / time by post/courier/personally shall not be entertained / considered. Tender drop box is kept at Gate No. 1, Air India Security Main Gate, Old Airport, Santa Cruz East, Mumbai 400029.
- VI. **Technical bid opening date & time:** 12/08/2022 at 1130 hrs. (IST)  
Financial Bid Opening date & time: Will be intimated to the parties who qualify in the technical evaluation.
- VII. **Venue:** Office of the DGM-Engg-Admin & Establishment, Hangar 3, 4<sup>th</sup> floor, Old Airport, Kalina, Santacruz East, Mumbai 400029.
- VIII. **Tender fee (bidding document fee):** Not Applicable
- IX. **The bids submitted by the bidder will be valid for a period of 120 days from the date of opening the technical bid.**
- X. **Number of Persons required to be deployed:** as per Annexure D of this tender document.

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

**General Information:**

AI Engineering Services Limited (AIESL) is floating a Tender to enter into contract with qualified party to provide **manpower services**.

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

Annexure reference	Details
Annexure A:	Bid evaluation criteria Technical & Price bid
Annexure B:	Terms & Conditions governing this bid
Annexure C:	Terms and Conditions governing the functional aspect of the contract
Annexure D:	Work scope
Annexure E:	Proforma for technical bid along with Check List
Annexure F:	Indemnity Bond Format
Annexure G:	Undertaking
Annexure H:	Price Bid Format
Annexure I:	Service Level Agreement

**General Manager- Engineering  
For AI Engineering Services Ltd.**

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder



**Annexure A**

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

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

1. The Service Provider shall be a limited Company registered under Indian Companies Act, 2013/ 1956 or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India.
2. The tenderer must be a firm having a minimum annual turnover as per the following table during the financial year 2019-20 & 2020-21. (A copy of audited balance sheets and P & L A/c, duly signed & stamped/sealed by the Proprietor / Director / authorized signatory shall be enclosed as proof of above) relating to the business of Various manpower services and the same shall be clearly indicated in the Technical Bid.

SN	Ref	Description	Turnover in Rs. Lakhs (Average of Financial Year 2019-20 & Financial year 2020-21)
1	AEP/2022	Storekeeper, Helper	40 Lakhs
2	NON-AEP/2022	Technical Assistant, Storekeeper, Tradesman and Helper,	49 Lakhs

3. A bidder may submit a bid for any one category singly or for both the categories of manpower based on turnover criteria. The bidders may submit a single technical bid document for more than one category.
4. As regards PRICE BIDS, if the bidder wishes to bid for more than one category, he must submit separate PRICE BID for each category in separate sealed envelopes.
5. The Tenderer must have PAN No., GST registration No., at the time of Tender application.
6. The Tenderer shall be duly registered with the concerned ESI & PF authorities and other applicable statutes at the time of application of tender. The registrations both under ESI and PF must mandatorily be in the name of the Tenderer only.
7. Only the tenderers who qualify successfully in the technical bid based on documents submitted and/or inspection of premises (office) carried out by the AIESL committee, as given in Annexure E/ will be considered for their Price bids, and will be intimated regarding the same.
8. For financial bid evaluation, parties who are qualified in the technical bid will be informed about the date and venue for the financial bid evaluation
9. No intimation shall be sent to the tenderers who do not qualify in the technical bid. No correspondence/communication will be entertained from the tenderer who do not qualify in the technical bid.
10. Other criteria
  - a. The Tenderer to **attach a copy of a current valid labor license**, for an existing contract either with AIESL or its sister concerns or with any other establishment preferably public sector.
  - b. The Tenderer must have experience of having successfully completed one similar service after 01/01/2015 (providing at least 100 skilled/ semi-skilled/ un-skilled personnel) being executed by them with details of the principal employer and contact person.
  - c. A copy of the assignment/ appointment letter to be issued to the personnel proposed to be deployed by the tenderer in the concerned contract.
  - d. The tenderer should possess an office in Mumbai to facilitate coordination and monitoring the contract. If the L1 party does not have an office in Mumbai they have to establish an office in Mumbai within one month of issuance of LOI.
  - e. Employees of the Service provider should have to undergo AVSEC training and should obtained AEP, failing which appointment of the employees deployed through service provider stands canceled. This is for one time exercise only. This cost will be borne by the Service Provider. Service Provider will also be required to bear the cost of AVSEC Training and AEP passes for replacement/ new appointees.

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

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

The overall L1 party shall be decided on the total outgo to the company in respect of Service charges/ administrative charges.

Two separate L1 parties for each category namely REFERENCE AEP/2022 and NON-AEP/2022 shall be decided on the total outgo to the company in respect of Total Charges including Service charges /administrative charges. Price preference will be given to MSME as per the Govt. of India policy.

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder



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

- **The relevant experience in the field of providing the Manpower Services** (in terms of the number of employees under payroll on the date of submission of the bid). The number of employees on payroll should be supported by the proof of payment of PF. **The higher the experience** (providing at least 10 skilled/ semi-skilled/ un-skilled personnel in one contract) **in the supply of manpower services, higher will be the weightage.**
- **Weightage will be given towards solvency certificate obtained from a nationalised bank for value mentioned. The higher the value, higher the weightage.**

Financial bids quoting “NIL” consideration or “Zero” or its derivatives up to 0.9999 and thereof as Service Charge shall be rejected summarily.

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Signature and Stamp of Bidder



## Annexure B

### TERMS AND CONDITIONS GOVERNING THE BID:

The terms and conditions under which the Bid shall be governed are as follows.

1. 'AIESL' as used in the Tender document means 'AI Engineering Services Limited'.
2. The Service Provider having franchisee/sister concern arrangements can offer only one quote on behalf of all concerns under that arrangement.
3. The "Tenderer", "Bidder", "Service Provider", "Contractor" and / or "Party", as used in the Tender document, shall mean the one who is authorised to sign the Tender Form and submit the quotation in response to this Tender for provision of Manpower Services.
4. The Tender shall mean the present Tender issued by AIESL for Tender No. AIESL/Tender/AEP NON-AEP/2022/01 dated 26-07-2022 for Provision of Manpower Services assigned by AIESL
5. It is further clarified that any individual signing the TENDER or other documents in connection with the Tender must certify whether he/she is signing it as:
  - a. A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
  - b. A partner of the firm – if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender shall be signed by all the Partners.
  - c. Constituted attorney of the firm, if it is a Company.
  - d. Authorized signatory of the firm.
  - e. The designated lead party in case of a joint venture, consortium, or association.
6. The near relatives of employees of AIESL are prohibited from participation in this Tender. Near relatives are defined as:
  - a. Members of the Hindu undivided family.
  - b. Their husband or wife
  - c. Relatives in the manner as father, mother, son(s), son's wife, and daughter(s), daughter's husband, brother(s), brother's wife, sister (s) and sister's husband.
7. Any company blacklisted by AIESL/ Air India or its subsidiaries in the last three years prior to the date of Tender is prohibited from participating in this Tender.
8. The intending Tenderer shall visit the site at their own cost and make themselves thoroughly acquainted with all the information necessary including contingencies, risks and other information to enable them to prepare a proper offer against this Tender.
9. The bid shall be prepared by the "Sole Bidder" and shall be sent to AIESL directly. AIESL reserves the right to reject offers made by intermediaries/representatives.
10. All bids received against this Tender, from bidders who submit their bid based on the Tender document downloaded from the web site, shall be evaluated as per the Bid Evaluation Criteria -Technical/price provisions of the Tender document.
11. Issue/submission of Tender form does not necessarily mean that the Tenderer is an eligible Party.
12. **ZERO DEVIATION**  
**Bidder is advised to quote strictly as per terms and conditions of Tender document and not to stipulate any deviation/exceptions / conditions. This is a zero deviation Tender. If at all any conditions are stipulated the bids will be summarily rejected.**
13. Bidder to note that any deviation to following clauses of Tender documents shall lead to rejection of their bids:
  - a. Firm Price for three years.
  - b. Scope of Work
  - c. Special Conditions of Contract
  - d. Service Delivery Schedule
  - e. Period of validity of Bid
  - f. Performance Bank Guarantee/ Security Deposit
  - g. Guarantee of work / Services / equipment
  - i. Service level agreement
  - j. Arbitration / Resolution of Dispute
  - k. Force Majeure
  - a. Statutory Compliance to Applicable Laws
  - m. Registration of PF & ESIC in the name of Firm
  - n. Indemnity Bond on non-judicial stamp paper of Rs.200/-duly notarised as per Annexure F.
  - o. All the pages of the Tender document must be mandatorily signed and stamped by the authorised signatory and along with the supporting documents as asked in the technical bid.
  - p. All documents in support of the Tender must be submitted in accordance with the checklist as per Annexure E.

I /We agree to comply with all terms and conditions

Signature and Stamp of Bidder



- b. Any other condition specifically mentioned in the Tender documents, non-compliance of the clause thereof shall lead to rejection of the bid.

**14. Pre-bid meeting**

- The purpose of the pre-bid meeting shall be to clarify issues and to answer questions on any matter related to tender that may be raised at that stage.
- The pre-bid meeting shall be held on **05/08/2022 at 14:30 Hrs.** The meeting shall be held through video conference.
- Text of the questions raised and the responses given, together with any responses prepared after the pre-bid meeting, shall be transmitted without delay (without identifying the sources of the question) to all participants to the pre-bid meeting. Any modification in the bidding documents listed in Tender that may become necessary as a result of the pre-bid meeting shall be made by the AIESL exclusively through the issue of an Addendum / Corrigendum separately and shall be available for download from our website.
- Non-attendance by the proposed Tenderer in the pre-bid meeting shall not be a cause for disqualification of the said proposed Tenderer. Addendum and/or Corrigendum, if any, to the Tender document, shall be hosted on the website subsequent to the pre-bid meet which shall be referred and taken into consideration by all the parties irrespective of their presence in the pre-bid meet.
- Interested bidders who desire to attend the pre-bid meeting may send the mail to [mukesh.kumar@aiesl.in](mailto:mukesh.kumar@aiesl.in) and cc to [t.suresh@aiesl.in](mailto:t.suresh@aiesl.in) with clear mention of the subject as **“Tender for Provision of Manpower Services at Mumbai.**

**15. Earnest Money Deposit (EMD):**

**The Tenderer shall furnish along with Technical Bid, Earnest Money (EMD) of**

- Rs.2,00,000/- (Rupees Two Lakhs only) for AEP Categories and
- Rs.2,00,000/- (Rupees Two Lakhs only) for Non-AEP categories respectively.

MSME/ Udyog Aadhar and Start up establishments are exempted from submitting EMD as per Govt. of India policy.

**In the form of a crossed Bank Demand Draft drawn on any Nationalized / Scheduled Bank in favour of “Air India Engineering Services Limited” payable at Delhi. The said Earnest Money so submitted along with the Tender is refundable in case of unsuccessful bidders.**

- Tenders received with lesser EMD shall be rejected.
  - Tenders received without EMD shall be summarily rejected (other than parties meeting the exemption criteria as per clause 16)
  - EMD so deposited shall not carry any interest.
  - In case, the successful Tenderer refuses to accept the LOI /Work Order/Service Level Agreement or fails to abide by any terms of the Tender / fails to commence the work within the stipulated time, the EMD of such successful bidder shall be forfeited.
  - In case of a successful Tenderer, EMD can be adjusted against Security Deposit / Performance Guarantee and difference, if any, shall be paid to the other by either party.
  - In case of technically disqualified Tenderer, EMD shall be refunded without interest, after the opening of the Price bids. In the case of unsuccessful Tenderers who do not qualify in the Price bid, EMD shall be refunded by AIESL without interest, within a reasonable period after finalization of the Tender and acceptance of the LOI by the successful Tenderer.
  - EMD shall be forfeited in case the party withdraws their Tender offer at any stage of the Tender process.
  - EMD shall continue to be in full force and effect till the time that the security deposit is provided by the successful Tenderers to AIESL.
16. The firms registered with NSIC/ SSI (under its Single Point Registration Scheme)/ Udyog Adhar/ MSME/ Startup shall be exempted from the payment of earnest money deposit provided they are registered for the services that they intend to quote for and provide against the concerned AIESL Tender. Such firms are required to provide an attested copy of the Certificate of Registration with NSIC / SSI/ Udyog Adhar/ MSME/ Startup.
17. Bidder(s) are advised to quote strictly as per the terms and conditions of the Tender documents and not to stipulate any deviations/exceptions/inclusions. Once quoted, the Bidder shall not make any subsequent price change after due date and time of submission of the bid. Price changes through any other mode shall render the offer liable for rejection and if indicated with the word **negotiable** shall also be as well summarily rejected.
18. **Mode and method for Submission of Bids:**  
The offer shall be submitted in two bid formats. A. **technical bid** and b. **Price bid** as follows:

SR.No	Details
A	<b>Envelope 1-</b> <b>The technical bid</b> covering all details as mentioned in the formats and all enclosures including a copy of the Tender document duly signed and all other supporting enclosures as demanded in the Tender document should accompany the technical bid.

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	<p>The technical bid needs to be necessarily submitted in a separate sealed envelope superscribing the enquiry reference in bold letters with Service Provider's name.</p> <ul style="list-style-type: none"> <li>• <b>“Technical bid – REF. AIESL/Tender/AEP/2022/01 dated 26-07-2022.”</b> And / or <b>REF. AIESL/Tender/NON-AEP/2022/01 dated 26-07-2022.”</b></li> </ul> <p>In addition to that, a pen drive which contains a PDF copy of the Technical bid (and not price bid) document needs to be submitted.</p>
B	<p><b>Envelope2-</b> The price bid needs to be submitted in a separate sealed envelope superscribing the enquiry reference in bold letters with Service Provider's name either <b>“Price Bid – REF. AEP/2022: Tender No.: AIESL/Tender/AEP/2022/01 dated 26-07-2022”</b> and/or <b>REF.NON-AEP/2022: Tender No.: AIESL/Tender/AEP/2022/01 dated 26-07-2022”.</b></p>
D	<p>The bid envelopes shall be submitted at the above address in person or by post/courier so as to reach up latest by 1100 hours of 12/08/2022.</p>
E	<p>Tender documents sent through Post or Courier shall be at the risk of the Tenderer and AIESL shall not be responsible for any loss or non-receipt of the said Tender documents or receipt of the same after 11:00 hrs.</p>
F	<p>Tenders received after due date/time shall not be entertained/ considered under any circumstances.</p>
G	<p>The price quoted should be clearly typed /written in figures and words, free from corrections or overwriting. Correction, if any, must be authenticated by the full signature of the person who has signed the quotation.</p>

19. If Tender Opening/Closing date is declared a Holiday by Mumbai Office of AIESL due to unforeseen circumstances, the last date of Submission/Opening of the Bids shall automatically stand extended correspondingly same hours of the next working date.
20. All bidders are required to submit the supporting documents along with the Tender copy duly signed and stamped by an authorised representative of the Tenderer. In the event of any document not being submitted, please note AIESL shall not seek confirmations/clarifications/documents or explanations. Any bid that is not in line with conditions/requirements specified in the Tender shall be liable for rejection. Bidders are requested to go through all the clauses of this Tender carefully and then submit the supporting documents strictly as per the checklist enclosed in the Tender document.
21. AIESL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.
22. AIESL reserves the right to allow Purchase preference to SSI /NSIC/Udyog Adhar/MSME/ Startup registered firms or Public Sector Undertakings as admissible under the prevailing policy of Govt. of India.

The following requirements **shall be strictly complied** with by the Tenderer:

- a. The tenderer shall initial all the corrections if any.
- b. Tenderer shall number, sign and stamp all pages of the Tender document and all the enclosures accompanying the Technical Bid/Financial Bid document before submission of the Tender.
- c. The Tender shall be accompanied by a certified true copy of the power of attorney.
- d. The Tender documents together with Annexures/enclosures are to be submitted along with technical bid excluding Annexure H (Price Bid).

#### 23. Rejection of Bids – Technical and Price:

The response to the Technical Bid and Price Bid shall be rejected forthwith without being evaluated as per the norms of the Tendering process on the following grounds:

- a. If the Bid (Technical and/or Price) has been received after the due date and time as mentioned in the Tender.
- b. If only the Technical Bid has been received and the Price Bid has not been received, and vice versa.
- c. If the Bid (Technical and/or Price) have been received by fax or email.
- d. If the Bid (Technical and/or Price) have been received unsigned/unstamped on any of the pages of the Tender document.
- e. If the Bid (Technical and/or Price) has been received in an open condition.
- f. Intentionally blank
- g. The Price bids submitted by any party wherein the administrative charges / Service charges are indicated as “Zero: i.e. wherein no value has been indicated for the services provided.
- h. Any reasons for rejection of the bid as cited against any clause anywhere else in this Tender Document.
- i. If the Technical Bids contains the price information, bids will be rejected. Price information to be submitted only with Price Bids.

I /We agree to comply with all terms and conditions

Signature and Stamp of Bidder





- j. Adverse feedback from current/past contract of similar nature.
24. Queries from the Tenderer during bid evaluation
- In case, any clarification is required with regards to Tender, the same may be obtained from AI Engineering Services Limited before the Technical bid opening from DGM-Engg. on email [mukesh.kumar@aiesl.in](mailto:mukesh.kumar@aiesl.in) and cc to [t.suresh@aiesl.in](mailto:t.suresh@aiesl.in). Please ensure it carries **the subject Provision of Manpower Services**.  
**Please note that queries shall not be entertained by AIESL after pre-bid meeting and technical bid opening.**
  - During the process of the evaluation of bids, no queries shall be entertained from the Tenderer with regard to the status of the evaluation. If required, the Tender committee members of AIESL shall visit the premises of the Tenderer to verify all the supporting documents provided.
25. Technically Disqualified Bids: Price bids of the technically disqualified Tenderers would be returned **“as is where is” basis after 10 days of the opening of technical.**
26. Extension of due date: The Due date/time of submission of Tender and opening of Technical Bids may be extended at any time, at the sole discretion of AIESL and the details of changes, if any, shall be hosted on our website.
27. Due / Last date for submission of the Tender: Last/due Date for submission of Tender is on 12/08/2022 latest by 1100 hrs. (IST) **in Tender drop box is kept at Gate No. 1, Air India Security Main Gate, Old Airport, Santa Cruz East, Mumbai 400029.**
28. Date of opening of the Tender: Date of opening of Tender is on 12/08/2022 at 1130 hrs(IST). **The meeting shall be held through video conference due to the current COVID-19 pandemic. Interested bidders who desire to attend the pre-bid meeting may send the mail to [mukesh.kumar@aiesl.in](mailto:mukesh.kumar@aiesl.in) and cc to [t.suresh@aiesl.in](mailto:t.suresh@aiesl.in) so as to forward a meeting link to them.**
29. The tenderer shall give the official mailing address, email id to which all correspondences shall be sent by AIESL. Also if the address is changed, the same shall be intimated to AIESL immediately.
30. The Tenderer shall submit its price bid quote including the rate and amounts in figures as well as in words. The language for filling Tender Document shall be in English only. The amount for each item shall be marked out with the relevant total.
31. When there is a difference between the rates in figures and words, the amount which stated in words and the rates which correspond to will be considered.
- When the amount of any item is not worked out by the Tenderer or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Tenderer in words shall be taken as correct.
  - When the rate quoted by the Tenderer in figures and words tallies but the amount is not worked out correctly, the rate quoted by the Tenderer shall be taken as correct and not the amount
  - All rates shall be quoted on the proper form of the Tender alone. Special care shall be taken to write the rates and amount in figures as well as in words. The total amounts shall be written in figures. In case of figures the words “Rs.” Shall be written before the figures of rupees and words “paise” after the decimal figures, e.g. Rs.2.15 paise and in case of words, the word “Rupees” shall precede and the word “Paise” shall be written closely following the amount and it shall not be written in the next line.
32. Any communication by one Party to the other, pursuant to the submissions made in respect of this tender shall be sent in writing to the address specified for that purpose in the Tender document.
33. **Price Negotiation:** As it is not the general norm for AIESL to carry out price negotiations following evaluation of the price Bids, the Tenderer is advised to submit their best quotes in response to this Tender. AIESL however, reserves the right to carry out negotiations in exceptional cases with the Tenderer who has been evaluated by AIESL as having offered the lowest bid in response to the Tender.
34. **Award of LOI, Acceptance, Commencement, Work Order and Service Level Agreement:** The award of Contract shall be subject to fulfilment of the conditions enumerated in this Tender document:
- The Tenderer has to convey acceptance of LOI (Letter of Intent) within 7days of receipt of Letter of Intent.**
  - The Tenderer has to submit the security deposit /performance guarantee amount **within 15 days** from the acceptance of LOI. Please refer for details in Annexure C – Clause 2.
  - The Tenderer has to deploy personnel for the job within 30 days after acceptance of LOI.
  - The Work order shall be awarded to the successful party **within 45 days from the date of acceptance of LOI.**
  - The successful Tenderer has to execute a Service Level Agreement of Terms & Conditions as per Annexure I on a non-judicial stamp paper of Rs.200/- within 45 days of his acceptance of the LOI, which shall be notarized after duly obtaining the signature of the Principle Employer. The cost of the Stamp Paper and notarization shall be borne by the Successful Tenderer on his own.**
  - The contracts may be awarded as per requirement projected in Annexure D.
35. Intentionally blank
36. **Fraudulent practices:** AIESL requires that bidders/contractors observe the highest standard of ethics during the bid and execution of contracts. In pursuance of this AIESL defines, for the purposes of this provision, the terms set forth below as follows
- “corrupt practice”** means 1) offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process or 2) save and except as permitted engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of

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Signature and Stamp of Bidder



the Agreement/Work Order as the case may be any person in respect of any matter relating to the Project or the LOI or the Agreement/Work Order who at any time has been or is a legal, financial or technical advisor of the Company in relation to any matter concerning the Contract of anything of value to influence the action of a public official in the procurement process or contract execution;

- b. **“Fraudulent practise”** means a misrepresentation/board of director is same/omission/suppression/disclosure of incomplete facts in order to influence the tendering process. Forging in order to influence a procurement process or the execution of a contract to the detriment of the AIESL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the AIESL of the benefits of free, fair and open competition.
- c. **“Coercive Practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the tendering process.
- d. **“Undesirable Practice”** means 1) establishing contact with any person connected with or employed or engaged by the Company with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tendering process or 2) having a conflict of interest and
- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among bidders/prospective Service Providers with the objective of restricting or manipulating a full and fair competition in the Tendering Process.
- f. shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- g. Shall declare a firm ineligible and put on holiday, either indefinitely or for a stated period of time if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
- h. Shall rescind the contract forthwith, in case of successful bidder adopting fraudulent/forgery/corrupt practices during the currency of the contract.
- i. Intentionally blank

**37. Errant Bidders**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by them in bidding or withdrawal of bid or varying any term in regard thereof leading to re-Tendering, AIESL shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from participation in re-Tendering of the same job(s) as well as against any Tender enquiry for any service sought by AIESL or its subsidiaries at all locations.

- 38. Black listing conditions** – The party/ board of director (whose name is common) shall be black listed from participating in any Tenders floated by AIESL for next six years, in case the Tenderer:
- a. Adopts fraudulent practices as cited above in clause 36 and against errant bidders as specified in clause 37.
  - b. Withdraws after award of the LOI/Work Order and fails to commence within the specified stipulated period and perform the contractual obligations during the currency of the contract.
  - c. Negative feedback from AI and its subsidiaries.

**39. Price Bid Validity**

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

**40. Waiver for submission of Technical Bid:**

**The bidders who have already submitted their technical bid in response to our Tender Ref: AIESL/Tender-2021/AEP NON-AEP/01-R1 dated 22-03-2022 shall submit only Price Bid of this tender document.**





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

**1. Rate and Validity:**

**i. Inclusions**

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

**c. Exclusions**

a. **The minimum wages to be paid are all inclusive including employer's contribution to EPF and ESIC and does not include Administrative or Service charges, GST and Royalty.**

b. The airport/ MIAL/ DIAL charges as applicable to AIESL shall be reimbursed against copy of proof of payment duly endorsed by the Authorized signatory of the service provider along with copy of bill from the concerned agency to value component as applicable to corresponding airport areas only.

c. The GST on applicable rates is **excluded**. This would be reimbursed separately by AIESL on production of receipt as proof of payment for the previous month GST amount.

d. Any other tax as per Government laws including Royalty as and when made effective after the due date of the Tender.

**d. Validity& Extension:**

a. Rates finalized and agreed shall remain firm during the full Contract period. No request shall be entertained for increase of rates during the validity of the Contract and extensions. Except the revision of applicable **minimum wages rates from time to time as specified by the State Govt.** whichever is applicable for skilled/ semi-skilled/ un-skilled personnel.

b. Subject to 'c' below the Contract shall be awarded for a period of two years from the date of commencement of the Contract.

c. The first three months of the Contract may be treated as a trial period, during which, if the services rendered by the **successful Service Provider** are found to be unsatisfactory/not in the standard required to be maintained as per AIESL's requirement, the contract shall be terminated by AIESL immediately, at its sole discretion.

**2. Security Deposit / Performance Guarantee**

i. The successful Tenderer, on award of LOI/Work Order shall deposit, and continue to maintain for the entire period of Contract plus three months thereafter, a sum equivalent to 5% of the annual value of Contract as estimated by AIESL, an unconditional and irrevocable Security Deposit/ Performance Guarantee in the form of Demand Draft/Pay Order/Bank Guarantee from a Scheduled/ Nationalized Bank within 15 days from the date of acceptance of LOI.

ii. The Security Deposit/ Performance Guarantee have to be deposited prior to the time of commencement of the works.

iii. In case, Security Deposit/Performance Guarantee are not deposited in time, the bills shall not be processed for payment till the security deposit is made good.

iv. In case of breach of Contract or violation of any terms of the Contract the Security Deposit/Performance Guarantee shall be forfeited/bank guarantee be invoked.

v. Such Security Deposit/Performance Guarantee shall not bear any interest, and shall be refunded without interest only on successful completion of the awarded work and on fulfilling of all Contractual obligations after a claim period of 3 months.

vi. In case of Bank guarantee the validity shall be to full validity period plus 3 months, the same shall be returned after successful completion of the contract and on fulfilling of all Contractual obligations after the claim period of three months.

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ix. In case of partial or total encashment of Security Deposit by AIESL, the Successful Tenderer shall reinstate the Security Deposit to its original level within 10 days, failing which the Contract may be terminated by AI Engineering Services Ltd. in its sole discretion.

**3. Execution of Works:**

a. The successful Tenderer has to convey acceptance of LOI in writing within 7 days from the receipt of LOI.

b. The successful Tenderer shall be required to commence the services within 30 days from the date of acceptance of LOI.

c. The successful Tenderer has to execute a Service Level Agreement of Terms & Conditions as per Annexure I on a non-judicial Stamp Paper of Rs.200/- within 30 days of his acceptance of the LOI, which shall be notarized after

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duly obtaining the signature of the Principal Employer. The cost of the Stamp Paper and notarization shall be borne by the successful Tenderer on his own.

- d. The successful Tenderer before final commencement of services shall be required to give adequate training to his manpower regarding the services to be carried out without any liability to the AIESL.
- e. The Service Provider must ensure that payment of wages is made through ECS for which purpose all the personnel deployed by him should furnish their bank account number within 20 days after commencement of the contract.

**4: General Requirements:** The staff employed by the bidder for carrying out the subject job shall do so at the sole risk and responsibility of the bidder. Further,

- a. Supervision of personnel/ employee provided by the successful Tenderer shall be the responsibility of the successful Tenderer itself. The successful Tenderer will deploy at least one supervisor on regular basis for managing the manpower deployed at AIESL. Supervisor should have at least graduate and shall expertise to manage people as per task at the cost of service provider.
- b. The successful Tenderer shall have to replace the concerned personnel forthwith found unsuitable by AIESL. AIESL further reserves the right to refuse entry of any such personnel for rendering the aforesaid services.
- c. The successful Tenderer must deploy personnel at its own cost the supervisors to monitor the work allotted to the employees/ staff on day-to-day basis taking into account the requirements as indicated in Annexure D of the Tender document.
- d. The services shall be carried out by the successful Tenderer by deploying trained personnel.
- e. While performing the Manpower Services by the personnel of the successful Tenderer, if any item belonging to AIESL is found, the same shall be deposited immediately with Officials of AIESL against receipt.
- f. The Authorised Representative/Supervisor of the successful Tenderer shall personally visit the place of work on a regular basis to ensure smooth execution of work by its staff.
- g. The staff employed by the Tenderer for carrying out the subject work shall do so at the sole risk & responsibility of the Tenderer.

**5. Insurance**

Service Provider shall have necessary valid public liability Insurance Policies on Companies approved by the Government to cover all the risks including third Party, against injury, other acts and deeds of their deployed personnel at AIESL premises during the currency of contract as detailed in conditions of Contract and produce all such documents for AIESL designated representative for verification as when asked for and a copy shall be submitted for AIESL records.

**6. Undertakings:** The Tenderer shall provide the undertaking along with the acceptance of LOI as detailed below

- a. The Tenderer shall have the registrations and licenses under all the applicable local and central taxes/ laws and to be specified separately under each applicable tax/ law/ Act (i.e. GST/ Income Tax Act/ Customs Act etc.) shall be produced forthwith for verification/checking of AIESL or to a third Party authorized by AIESL/ agencies of Govt. of India.
- b. The Tenderer shall ensure that the work as per the work scope specified will be executed to the satisfaction of AIESL.
- c. The Tenderer must give an **undertaking** along-with the Technical Bid that within 10 days from the receipt of LOI (letter of intent), they shall obtain if applicable, Form-V from AI Engineering Services Ltd and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority. In the event of the Service Provider not being covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, the Service Provider shall obtain a letter from the concerned labour authorities confirming the same.

**7. Compliance of labour law**

**General Conditions:**

- a. The Tenderer shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to his employees. The Tenderer shall duly comply with all Central and State Acts, laws, statutory rules, regulations, bye-laws as applicable or which might be applicable to the Service Provider/ Tenderer from time to time.
- b. The Tenderer shall at all times indemnify and keep indemnified the Company against any/all claims under the employee's Compensation Act; Payment of Wages Act, Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory amendments/modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury/death sustained by any worker or other personnel of the Tenderer 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 Tenderer or not, who provided or provides the said Services under this Agreement.
- c. The Tenderer shall indemnify AI Engineering Services Limited at all times against any damages so caused to the Company on account of failure on the part of the Tenderer to obtain such licenses and permissions as required. The successful Tenderer shall furnish an indemnity Bond as per format attached on a separate non-judicial stamp paper of

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Rs. 200/- duly notarized along with the agreement after **LOI is issued**. Copy of the Indemnity Bond to be furnished is attached as **Annexure F**.

- d. **In case of any financial liability is imposed upon AIESL of any nature whatsoever, the service provider shall be liable to make the said liability good forthwith failing which AIESL shall have the right to recover the said amounts by withholding payments/forfeiting deposits/recover from amounts payable to service provider along with any penalty and interest thereof.**

**Under provisions of the Contract Labour (R & A) Act, 1970:**

- e. The Tenderer 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 Tenderer shall further observe and comply with all Government Laws concerning employment of personnel deployed by the Tenderer and shall duly pay all sums of money to such personnel as may be required to be paid under such laws. It is expressly understood that the Tenderer is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of Law, as applicable and amended from time to time.
- f. The Tenderer shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the Tenderer. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable in Toto. It is mandatory on part of the Tenderer must ensure that within 10 days from the date of acceptance of LOI (letter of intent), if applicable, they shall obtain **Form-V from AI Engineering Services Ltd and arrange to obtain the necessary labour license under Contract Labour (Regulation & Abolition) Act, 1970** issued by the Competent Authority.  
In the event of the Service Provider not be 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.
- g. 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 Tenderer shall possess a valid licence for the jobs being carried out. The said licenses and permission issued by statutory authorities shall be renewed from time to time and kept valid during the currency of the contract **under provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948**.
- h. The Tenderer shall ensure that their establishment is covered under the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act having **its independent Code number**. Thus the Tenderer shall ensure that all the eligible employees are covered under these Acts.
- i. **The Tenderer/ Service Provider shall ensure that all mandatory contributions in respect of Provident fund and ESI are mandatorily paid to the concerned authorities latest by 15<sup>th</sup> and 21<sup>st</sup> of the following month. It will also be mandatory to obtain ESI IP number for all personnel deployed by the Tenderer. All amendments made from time to time under both the Acts should be adhered to.**
- j. The Tenderer while submitting bills to the Company as above, the Tenderer 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 Company shall be withheld until such compliance with. Copy of the format for details to be furnished is attached in **Annexure G**.
- k. In case, while on duty and during the course of engagement in the work premises of the Company under this Agreement, if any of the Tenderer's workforce meet(s) with any injury indisposition due to the accident or other natural calamities, the Tenderer shall ensure that immediate and adequate medical aid viz. First-aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, the Tenderer shall also be liable for meeting with statutory liabilities under the Employee's State Insurance Act, 1948.

**Other relevant Acts which are applicable:**

- l. That the Tenderer hereby confirms that the said Tenderer, have registered their firm/company with each and every authority under all applicable provisions of law, requiring registration and Tenderer further confirms that all licenses required under each and every applicable provisions of law had been granted to the said Tenderer and that the provisions of Contract Labour (Regulations and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Wages Act, 1936, Employee's Compensation Act, 1923 and Minimum Wages Act, 1948, Employer Liability Act, 1938 are being followed by the said Tenderer in strict compliance thereof. The Tenderer shall ensure that all returns that are required to be submitted under the applicable labour laws shall be submitted from time to time.

**Personnel related compliance:**

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- m. The Tenderer shall not engage any workmen below the age of 18 and not above the age of 35 years. The Tenderer shall produce age proof in respect of the workmen deployed by them.  
The personnel deployed by the Service Provider will observe timings as applicable to them from time to time on all working days excluding half an hour lunch time. The manpower so deployed shall have to adhere to punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.  
Split Duty may also be imposed based on Company requirement.  
The Successful Tenderer has to ensure that payment of wages is made through ECS for which purpose all the personnel deployed by him should furnish their bank account number within 20 days after commencement of the contract
- If the need arises as per the work requirement of the Company, the manpower deployed by the Service Provider may have to sit late or come early or attend office on weekly off days/declared holidays of the Company. In the event of the manpower deployed by the Service Provider having to work beyond office hours exceeding one hour or work on weekly off days/declared holidays of the Company payment will be made on hourly basis as per applicable rules.
- n. The Service Provider shall be the employer of his personnel for all purposes and AIESL shall not be held partially or fully responsible for any dispute that may arise between the Service Provider & his Personnel.
- o. **The service provider shall issue assignment/appointment letters to the personnel proposed to be deployed by them towards providing Manpower service. The said assignment/appointment letters inter-alia among other terms and conditions shall also mention the following points.**
- The letter shall clearly indicate that the incumbent will be an employee of the service provider only at all times and for all purposes, though the location of work will be at AIESL during the assignment period.**
  - The assistance provided by AIESL in obtaining security passes/entry permits and identity cards will be only to ensure and comply with security and safety norms of the premises and for no other purpose.**
  - The letter of assignment issued shall clearly indicate that the assignment is for a fixed tenure i.e., and is limited to the duration of the said contract and shall come to an end automatically when the contract expires or till their assignment ends.**
  - The letter of assignment shall also indicate the Aadhar Card and Bank account details of the employee.**
- p. At no stage of the Contract shall the employees of the Tenderer be deemed to be employees of AIESL. The Tenderer shall be liable not only to pay wages to his employees but overtime, payment for weekly offs; any compensation, notice pay, gratuity or bonus as payable and the Principal Employer shall not be held liable for any obligation of the Tenderer. Further the Tenderer shall be responsible **for providing statutory facilities to his employees**, as it shall not be binding on AIESL to provide these facilities to the persons deployed by the Tenderer. The Tenderer shall make arrangements to provide proper and valid identity cards to the employees.
- q. The Tenderer shall strictly ensure that Minimum Wages as stipulated by the **State Government** whichever is applicable for semi-skilled / un-skilled category engaged is paid each month to the personnel deployed by them. The Tenderer shall issue salary slips to each of the workmen engaged by them every month in respect of the wages paid. The Tenderer shall ensure that the workmen deployed by them are granted a paid weekly off. This shall be a mandatory compliance. (salary being done through ECS to respective bank account of employees.)
- 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 Tenderer shall ensure that the disbursement of wages to the persons deployed/engaged by them shall be made on or before the 10<sup>th</sup> 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. Copy of bank statement indicating payment of wages to be attached with invoice.
  - In case, it is noticed from the bank statement of the Service Provider that there is a delay in on-time payment of wages of his employees or part employees are paid wages, a penalty of Rs. 1000/- per day will be levied on the Service Provider from 11<sup>th</sup> of the month till the date the wages are paid to all the employees.
- r. The Tenderer shall perform the work assignments to the best satisfaction of the Company. In case of unsatisfactory performance, intimation shall be given in writing to the Tenderer and the Company reserves the right to cancel the Contract forthwith after due notice period. In that event the legal payments made to the workforce of the Tenderer, the same shall be fully recoverable from the Tenderer from his Security deposit/outstanding bills.
- s. It shall be sole responsibility of the Service Provider to settle disputes if any, rising out of the engagement between the Service Provider and the personnel engaged by him. The Management of AIESL shall not in any way be responsible, in the event, the personnel approach 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

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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.

#### **8. Indemnification**

- a. The successful Tenderer shall indemnify AIESL against third party claims arising out of acts and deeds on the part of Service Provider's personnel deployed for the work. The successful Tenderer shall also indemnify AIESL against any loss or damage by its personnel to AIESL personnel or property including machinery, equipment or buildings. In case, any such amount is not deposited/paid to AIESL, the same shall be deducted from Security Deposit/Bills/Future payments due to the successful Tenderer.
- b. In the event, AIESL pays or is made responsible to pay the compensation for/towards non-compliance of statutory and labour provisions/any other reason, the successful Tenderer shall indemnify and keep indemnified AIESL to the full compensation in this regard.
- c. In case of injury or loss of AIESL staff due to any act or deed of successful Tenderer's employee or due to an accident, the successful Tenderer shall arrange to pay AIESL employee or AIESL employee's legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful Tenderer. The legal costs shall also be borne and paid by the successful Tenderer.
- d. The Tenderer shall indemnify against any clauses elsewhere as referred to in this Tender document which specifies so.
- e. **In case of any financial liability imposed upon AIESL of any nature whatsoever, the service provider shall be liable to make the said liability good forthwith failing which AIESL shall have the right recover the said amounts by withholding payments/forfeit deposits/ recover from amounts payable to service provider along with any penalty and interest thereof**

#### **9. Claims for Damage / Loss**

- a. AIESL shall promptly notify the Tenderer of any claims/deficiency on the part of the tenderer arising under/out of the Contract.
- b. In case any office equipment provided to Service Provider personnel is damaged / loss etc., AIESL shall be compensated to the extent of the replacement at its landed cost at Mumbai.
- c. In case the Service Provider, having been notified by AIESL, fails to take remedial action within the stipulated time as advised, AI Engineering Services Limited may take a remedial action without any further notice, at the Tenderer's risk and cost. AIESL shall also levy damages/terminate the Contract without prejudice to any other rights which AIESL may have on the Tenderer under the service Contract.
- e. **Compliance of Security regulations**
- f. The successful Tenderer shall ensure compliance and shall be solely responsible to adhere to all the safety and security regulations of AIESL, or any other agency associated with Aircraft Hangar for personnel deployed by them.
- g. The successful Tenderer shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies/Legal Authorities from time to time, with regards the provisions of services. As well all such clearances/licences shall be current.
- h. The successful Tenderer shall provide to AIESL all personal details (name, father's name, age, permanent address & present address) along with passport size photograph, of its employees, and proof of age and educational qualifications who shall be working under this contract at the respective airports and shops/ plants/ hangars located at NEC/ OAP. AIESL shall arrange to issue a letter of intent (LOI) on the Successful Service Provider before the release of formal Work Order to enable the Service Provider to apply for the Entry Pass in time before the commencement of this contract. Any violation of security regulations and indulging in illegal activities including but not limited to smuggling/ theft/ act of sabotage/ pilferage of property by successful Tenderer's personnel shall be at the cost / risk of successful Tenderer and shall be liable for all the legal consequences thereof.
- i. The successful Tenderer shall ensure a prior verification of character and antecedents of its personnel from local/ Mumbai Police (Police clearance certificate) before deployment, in AIESL as it is a "protected industry" and Airport Hangar as "protected area". Every employee's photograph, copy of Police verification of character and antecedents are to be furnished to AIESL Security along with an undertaking to bear the cost and risk in case of adverse situations arising out of their personnel/ and their act. It shall be successful tenderer's responsibility to submit/ surrender the Airport Entry Passes (AEP) of its employees immediately to AIESL when demanded.
- j. The personnel so deployed must be in possession of photo identity cards provided by the successful Tenderer under its signatures, company's name and seal apart from Entry Passes issued by AIESL for entry to be shown if and when demanded by AIESL's officials.
- k. The successful Tenderer shall provide at its own cost the proper uniforms (bearing company name and logo) of distinct colour, with high visibility jackets (approved by AIESL) and appropriate protective clothing/ gear as mandated for the personnel deployed for performing the services for ease of identifying their personnel.
- l. The successful Tenderer shall have a system to issue/ retrieve AEP/ Entry Passes to/ from their employees while they report or leave the AIESL/ premises, so as to ensure that their employees are not misusing the AEP/ Entry Passes.
- m. The successful Tenderer shall have a system to surrender the Expired/ Lapsed/ Terminated Entry Pass of its employees to the issuing authority.

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- n. In the event, any penalty is imposed by the Airport Regulatory Authority on AIESL due to not wearing of High Visibility Jacket by the employee of the successful Tenderer; the same shall be paid by successful bidder.
- o. **On award of contract, the successful bidder shall arrange Airport Entry Passes for its personnel from BCAS at its own cost. The successful bidder's employees entering the aircraft/ tarmac shall always carry valid passes/ permits issued by BCAS.**
- p. Any lapse noticed on the part of any employee of successful Tenderer involved in theft/pilferage/malpractices shall be inquired into by AIESL Security/other officials and suitable action including legal proceedings shall be initiated for breach of contractual liability along with penal provisions of various laws.
- q. The successful tenderer shall take the responsibility for good conduct of its employees in AIESL/ airport premises. If any of the successful tenderer's employee is involved in any theft/ pilferage of property of AIESL's passenger/ passenger baggage/ cargo consignments/ AIESL property also in other areas of work as assigned by AIESL, AIESL reserves right to impose penalty on the successful tenderer apart from AIESL's right to take appropriate legal action.
- r. The successful tenderer shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies/ Legal Authorities including MIAL / DIAL and BCAS from time to time, with regards the provisions of services.
- s. It shall be the responsibility of the successful tenderer to ensure that no unauthorized personnel other than those deployed by it specifically for the services, gains access to the Airport premises where and when the services are to be provided.
- t. The successful bidder at its own cost shall obtain security clearance to comply with requirement of Rule 92, of Aircraft Rules 1937 (amended in 2009) from the BCAS Hqrs., before commencement of the work.
11. **Payment:** All payments to the successful Tenderer by AIESL for the services rendered by it shall be subject to the following compliances by it: -
- a. Monthly Bills issued by the successful Tenderer shall be submitted by 25<sup>th</sup> of the following month to AIESL authorized officials for due certification by AIESL's General Manager (Engg.), OAP, Mumbai or officers authorized by him and forwarded to finance department AIESL for processing payment.
- b. The payments shall be processed subject to successful Tenderer attaching proof of compliance with all applicable labour laws & provisions.
- c. AIESL shall make payment on monthly basis by an account payee cheque/ ECS within 45 days of the submission of bills for the undisputed amount. The successful Tenderer shall, along with its bills, submit the requisite proof of deduction and deposit of PF challan/ online payment, ESIC challan /online payment, disbursement of wages pertaining to the month for which the bills are raised as per Annexure G, failing which bills shall not be processed for payment.
- d. TDS shall be deducted by AIESL from the payment made against the bills, as per the applicable laws. The Tax deduction at source (TDS) shall be deducted as per the provisions of Income Tax Law, as amended from time to time and a certificate to this effect shall be provided to the service provider by AIESL.
- e. Any delay in submission of the bills along with requisite documents shall cause delay in clearing the payments.
- f. Payment of workers deployed in AIESL should be made by tenderer up to 10<sup>th</sup> of the following month.
- g. In the event, payment of Royalty being applicable during the tenure of contract, the same shall be paid by the Tenderer to MIAL/ DIAL/ any other relevant authority, the same shall be reimbursed to the Tenderer as per applicable rules and amended from time to time.
12. **Penalty/ Damages:**  
The successful Tenderer shall be liable to pay to AIESL, genuine pre estimate of loss as damages in case the successful Tenderer fails to adhere to the Tender work scope and performs its obligations under the Contract with deficiency and/ or shortcomings/ failures as mentioned below:
- a. A further cost calculated (assessed by the company) shall be levied in respect of damages caused due to reasons of negligence and carelessness on part of the personnel deployed by the Service Provider.
- b. The cost incurred by the company in the event of availing alternative arrangements, in case the service provider is not able to provide the services as specified in this tender document, shall be recovered from the service provide in full.
- c. In case of delay in on-time payment of wages of employees, a penalty of Rs. 1000/- per day of delay (subject to maximum penalty not exceeding the monthly bill) will be levied from service provider.
- d. Deploying less than the requirement specified in Annexure D Clause V, a penalty of a penalty of 5 times per day compensation per person shall be levied.
13. **Recovery of Sum Due:**
- a. As per the contract entered between AIESL and the successful Tenderer, if any sum of money is recoverable from the successful Tenderer, AIESL shall be entitled to recover such sum by appropriating in part or full from the Security Deposit already deposited by the successful Tenderer or from their outstanding bills.
- b. In the event of the Security Deposit being insufficient, the balance or the total amount recoverable, as the case may be, shall be deducted from any sum due to the successful Tenderer, under this, or any other contract between the successful Tenderer and AIESL. Also, shall this amount be insufficient to cover the said full amount recoverable, the successful Tenderer shall pay to AIESL the balance amount, if any, within 30 days of the demand made by AIESL.

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- c. If any amount due to the successful Tenderer is so set off against the said Security Deposit, the successful Tenderer shall have to make good the said amount so set off to bring the Security Deposit to the original value immediately, and in any event, not later than 10 days of the depletion of the original value.
- d. AIESL reserves the right to recover from the successful Tenderer's periodical payments, for any loss or damage caused to plant/equipment/machinery/building or any other property of AIESL by negligence or due to any other reason of successful Tenderer's employees, whatsoever.
- u. **Termination of Agreement: -**
- a. AIESL may at any time terminate the Contract with immediate effect by giving written notice to the **successful Tenderer**, if the **successful Tenderer** 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-month 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 Tenderer** 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 Tenderer**, 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 Tenderer for any loss** sustained due to unsatisfactory performance of the contract.
- e. In the event there being any violation of any labour laws particularly in relation to Minimum Wages, Payment of wages, ESI, PF and other applicable laws the contract shall be terminated without any notice.
- f. If the Successful Tenderer adopts any fraudulent practices at any time during the currency of the contract as outlined in clause 36 (b).
15. **Interpretation:**  
In the event of any difference in the interpretation of any of the clauses of the Service Contract/Agreement and/or the Tender documents, the clarification given by General Manager-E, AIESL, Mumbai, shall be final and binding.
16. **Subcontracting:**  
Subcontracting/Franchising in any form is strictly prohibited. In case, it is found that the Tenderer has resorted to subcontracting/franchising in any form, the AIESL reserves the right to terminate the contract, forfeit the security deposit or invoke bank guarantee & initiate legal action at the cost & risk of the Tenderer.  
In case of failure to carry out the job to the satisfaction of GM (Engg)-AIESL, or his nominee, AIESL will be free to get the job done by others at the cost and risk of the Tenderer.
17. **Arbitration:**  
**Level 1:** Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Service Agreement or validity or the breach thereof, shall be referred to GM (Engg.) Maintenance, AIESL, WR.  
**Level 2:** Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Service Agreement or validity or the breach thereof, shall be referred to "SCOPE FORUM OF CONCILIATION AND ARBITRATION –GOVT OF INDIA" and the award made in pursuance thereof shall be binding on the parties to the arbitration.  
The venue of arbitration shall be at Mumbai, India and it shall be referred to a bench of three arbitrators. Each of the Party to the Contract shall select one arbitrator each and the Panel of Scope Forum of Conciliation and Arbitration shall select the third arbitrator who shall act as Chairman / Presiding arbitrator of the Arbitral Tribunal.  
The arbitration proceedings shall be carried out in English and the award of the Arbitral Tribunal shall be final & binding on the Parties.
18. **Jurisdiction:**  
The construction, interpretation, validity and performance of this Contract/Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between AI Engineering Services Limited and Tenderer whatsoever shall be subject to the exclusive Jurisdiction of Mumbai Courts Only.
19. **Force majeure:**  
Neither Party shall be liable for delay in performing obligations or for failure to perform obligations if the delay results from any of the following (whether happening in India or elsewhere), Act of God or any Governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion. The Party shall use all reasonable endeavours to minimize any such delay. Upon cessation of the event giving rise to the delay the parties shall in so far as may be practicable under the circumstance, complete performance of their respective obligations hereunder.



## **REF. AEP/2022 and NON-AEP/2022**

### **Work Scope**

**(I) Qualification criteria for personnel deployed for Manpower Services:**

SN	Job Responsibility Area	Educational Qualification	Upper age limit
A	Technical Assistant	Should have completed AME Diploma from DGCA approved school or Diploma in Engineering or Equivalent and must have working knowledge in MS-Office.	Max. 35 years
B	Storekeeper	Should be graduate in any discipline or Diploma in Materials Management or Diploma in Engineering and must have knowledge in MS-Office.	Max. 35 years
C	Tradesman (Painter/Tailor/Turner etc.)	Should have ITI in <b>Sewing Technology</b> <b>Or</b> Should have ITI in Painting <b>Or</b> ITI in <b>Bench Fitting/Turning</b> <b>Or</b> ITI in <b>Carpentry</b> <b>And equivalent</b>	Max. 35 years
D	Helper	Should have at least passed 8 <sup>th</sup> standard and should be able to read English.	Max. 35 years

**v. Scope OF Work of personnel to be deployed**

A	Technical Assistant	The Technical Assistant will perform following tasks in AIESL located at Mumbai. <ul style="list-style-type: none"> <li>Physical/Electronic data collection, data purification, processing, data filling, data entry etc.</li> <li>Using a variety of office Equipment, such as printers, copiers, scanners as well as computers and business software.</li> <li>Updating Records</li> <li>Prepare documents, process mail and answer telephones, handle internal queries.</li> <li>Any other related job assigned by supervisor.</li> </ul>
B	Storekeeper	The store keeper will have to perform following tasks in various divisions in Mumbai: <ul style="list-style-type: none"> <li>Issuing and receiving of tools/equipment/material/parts in the stores.</li> <li>Keeping record of tools/equipment/material/Parts in the stores.</li> <li>Storage of tools and equipment.</li> <li>Any other related job assigned by superior.</li> </ul>
C	Tradesman- (Tailor/Painter/Bench-fitter/Carpenter/Turner)	The Tradesman will have to perform following tasks in various divisions in Mumbai <ul style="list-style-type: none"> <li>Cutting, Bidding, and Stitching of seat cushions, carpet, upholstery, insulation blankets, cargo netting etc.</li> <li>Removal of Paint / Painting of components, aircraft structure,</li> <li>Assisting Service Engineers/ Technicians</li> <li>Carpentry work</li> <li>Bench fitter work</li> <li>Any other related job assigned by superior.</li> </ul>
D	Helper	The Helper will have to perform following tasks in various divisions in Mumbai. <ul style="list-style-type: none"> <li>Movement of Material/Equipment</li> <li>General cleaning of components/accessories</li> <li>Packing of items</li> <li>Removal of Paint, Sealants, local cleaning area.</li> <li>Pre dock washing of aircraft during carrying out various checks.</li> <li>Assisting/ Facilitating while replacing heavy aircraft items</li> <li>Photocopying and filling of documents</li> <li>Receipt and despatch/movement of documents</li> <li>Any other related job assigned by superior</li> <li>Dusting and cleaning of Equipment in the rooms.</li> <li>Any other related job assigned by superior.</li> </ul>

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder



w. **Work Timings, Hours and reporting:**

The shift timings shall be 3 shifts of 9 hours each followed by weekly off and normal shift having 6 (six) day week pattern (08:30 hours to 17:30 hours) with Sunday as a weekly off or as notified from time to time subject to change as per need. The total weekly working hours shall be 48 hours as per the Factories Act 1948.

**(IV) Indicative total requirement:**

All the personnel to be deployed shall be approved by GM-Engineering or his nominee after assessing his / her skill. The requirement of various personnel is as follows:

SN	Job Responsibility Area	Requirement- <b>AEP/2022</b> (bidder must have BCAS Clearance certificate with validity for auxillary services on the day of submitting the bid)	Requirement- <b>NON-AEP/2022</b> (BCAS Clearance certificate is NOT MANDATORY)
A	Technical Assistant	Nil	12
B	Storekeeper	05	04
C	Tradesman (Painter/Tailor/Turner etc.)	00	07
D	Helper	46	41

**(V) Commencement of Services:**

Induction of manpower is planned from 1<sup>st</sup> July 2022.

**(VI) Place of work:**

NEC, Sahar, Old Airport, Mumbai.

**(VII) Service Standards:**

The services rendered shall adhere to the time /procedures as specified and agreed to in the Service Level Agreement, Annexure I. The Service Provider shall be solely responsible to provide the required manpower at all times.

**(VIII) Additional Requirement:**

The deployment of personnel by the Service Provider will be done subject to requirement. The required numbers may vary (**reduce or increase**) by **25%** as per projected requirement.

I /We agree to comply with all terms and conditions  
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**Annexure E**

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

- “Technical Bid – REF. AEP/2022: Tender No.: AIESL/Tender/AEP NON-AEP/2022/01 dated 26-07-2022” and / or
- “Technical Bid – REF. NON-AEP/2022: Tender No : AIESL/Tender/ AEP NON-AEP/2022/01 dated 26-07-2022”

**Technical Bid Form – Part A**

1.	Name of Contract	<b>Tender for Provision of Manpower Services- AEP NON-AEP/2022</b>			
2.	Name of the Company / Establishment				
3	In the event of the registered office not being in Mumbai, then address of the branch office at Mumbai is to be furnished.				
4.	Full Address of Registered Office				
5.	Name of contact Person.				
6.	Telephone No. / Mobile No.				
7.	Email ID				
8.	Nature of company (Whether Proprietorship Firm / Partnership Firm / Limited Company / Corporation / Any Other (Specify) (Enclose Proof)				
9.	<b>Particulars of Registration – Issued in the name of the tenderer</b>	<b>Yes / No</b>	<b>If Yes, give details</b>		
			Number	Date of Issue	Valid up to
A	Company Incorporation Certificate				
B	Existing Valid License (Under Contract Labour (Regulation & Abolition) Act 1970 showing up-to-date renewal. (Only one)				
C	PF Registration certificate in the name of Service provider				
D	ESI Registration certificate with the seventeen digit code allotment letter in the name of service provider				
E	PAN number				
F	Goods & Service Tax (GST) Registration No.				
G	TAN Registration No.				
10a	<b>BCAS Clearance certificate with validity (mandatory for AEP/2022 and not mandatory for NON-AEP/2022) for auxiliary services on the day of submitting the bid</b>				
11a.	Experience in provision of skilled manpower services				
11b.	Copies of Current Contracts in support of 11a, duly certified by hiring company / self-attested enclosed				
12a.	Total Number of personnel employed presently at Mumbai: _____	_____ persons			
12b.	Wage sheet for the month of May-2022 enclosed for one client or one station where ESI/ PF is applicable.	Yes/No			
12c.	May-2022 (GST Challan)	Yes/No			
12d	ESI remittance challan for the month of May-2022 for deployed persons of the same client under the seventeen digit code	Yes/No			
12e.	PF remittance challan for the month May-2022 for deployed persons of the same client	Yes/No			
12f.	Tender document signed, stamped and duly completed in all aspects	Yes/No			
13a.	Annual turnover for the previous Financial Year (2019-20) & Financial year (2020-21)	Rs _____ (In Lakhs) Rs _____ (In Lakhs)			

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder





13b.	Copy of Balance sheet and P&L Account for the Financial Year (2019-20 & 2020-21) duly signed by the proprietor/ Director enclosed.	Yes/No
14a.	Annual Turnover pertaining to Business of providing Manpower Services for Financial Year (2019-20) & Financial (Year 2020-21) (Auditors Certificate).	Rs _____ Rs _____
14b.	Separate pen-drive which contains PDF copy of Technical Bid document and price bid document respectively.	

x. Earnest Money Deposit Details:

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

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

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

17a	Has any Director/Partner/ Proprietor been convicted any time by court of law	YES/ NO (If Yes, give details)
17b	Has your company been Blacklisted by any agency of the airport or elsewhere	YES/ NO (If Yes, give details)
17c	Whether you raised any dispute with AIESL/Air-India & its subsidiaries in relation to any contract (either as a company or as a director of the company)	YES/ NO (If Yes, give details)
18	IT returns for Assessment year 2019-20 & 2020-21	
19	Company Profile	

**Tenderer will be summarily disqualified if any Director/partner/Proprietor have been blacklisted. If it comes to the notice of AIESL at a later stage that the tenderer has concealed the facts about conviction/blacklisting the contract of the service provider will be immediately terminated and SD/PBG will be forfeited.**

y. Details of Manpower services was undertaken during last 7 years (Jan 2015 onwards)

(A separate sheet may be enclosed for these details together with a copy of contract)

S.No.	Name Of Contract	Name &Address of Client	Period of Contract (From...to....)	No. of Personnel Employed	Annual Value Of Contract
I					
II					
III					
IV					

**Kindly note that the Total Annual value of the contract should not be less than Rs. 40 Lakhs for AEP/2022 category and Rs. 49 Lakhs for Non-AEP Category for FY 2019-20 and FY 2020-21.**

z. Any other information which the Tenderer may like to furnish, separate sheet may be enclosed.

In support of above information self-attested copies of all Documents, wherever required be enclosed.

**22. CHECK SHEET: Following Documents must be attached with Technical Bid in this order (Annexure E)**

	Yes	No
1 Technical Bid format Annexure E duly typed with particulars on company letterhead.		
2 Self-Attested copies of:-		
1 Company Incorporation Certificate/ Establishment certificate		
2 PF Registration certificate		
3 ESI Registration certificate with the seventeen digit code allotment letter		

I /We agree to comply with all terms and conditions

Signature and Stamp of Bidder



4	PAN No. & TAN NO.		
5	GST Registration No.		
6	BCAS clearance certificate for Auxiliary service		
7	Solvency certificate issued by a nationalised bank.		
8	Existing Valid License (Under Contract Labour (Regulation & Abolition) Act 1970 showing up-to-date renewal. (only one updated certificate)		
9	PF Challan/online submission printout for month of May-2022		
10	ESI online submission printout for month May-2022		
11	NSIC/MSME/Start up certificate		
12	GST returns / online submission printout for last six monthly returns only		
13	Original copy of Authorized Signatories		
14	Registration /Affiliation with any other Agency (Please Specify Details)		
15	Copy of Contracts in support of Manpower services duly certified by hiring company/ self-attested enclosed.		
16	Copy of draft assignment/ Appointment letter proposed to be issued to their employee being deployed in AIESL.		
17	May-2022 completed months wage sheet for a client where Manpower services are provided.		
18	ESI remittance challan for the month May-2022 for deployed persons of the same client		
19	PF remittance challan for the month May-2022 for deployed persons of the same client		
20	Auditor certificate for annual turnover for the year 2019-20 and 2020-21 in Lakhs along with separate mention of turnover from Manpower services rendered by the bidder		
21	IT returns for Assessment year 2019-20 & 2020-21		
22	Balance Sheet and P/L account for financial year 2019-20 & 2020-21		
23	TOTAL no. of Skilled manpower/ personnel currently deployed in Mumbai.		
24	Assignment /Appointment letter copy normally being given to the personnel deployed by you.		
25	Letter of authorisation for signing the bid document issued by the director/ proprietor		
26	Tender document excluding Annexure I duly signed and stamped		
3	Company profile		
4	List of other Airlines/ other organisation where similar services are provided currently with Tel No. & contact person		
5	Submission of Indemnity Bond on non-judicial Stamp paper of Rs. 200/- duly notarised.		
6	Tender document duly signed, stamped and completed in all aspects.		
7	Soft copies in PDF format of all signed documents duly scanned shall be provided in a CD along with Technical Bid duly marked so.		

**UNDERTAKINGS:** (To be agreed and signed by the Tenderer)

- 1) It is confirmed that if the LOI is awarded by AIESL to us, I/we shall obtain Form-V if required from AI Engineering Services Ltd and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority within One Month & 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.
- 2) It is confirmed that the registrations and licenses under all the applicable local and central taxes and laws and to be specified separately under each applicable tax/ law/ act/ BCAS clearance/ GST/ Work Contract Act/ Provident Fund Act/ Establishment Act/ ESI Act/ Income Tax Act / Import, etc.) shall be produced for verification / checking of AIESL or to third party authorized by AIESL/ Law abiding agencies of Govt. of India.

I /We agree to comply with all terms and conditions

Signature and Stamp of Bidder



- 
- 3) It is agreed that the requisite work as per enclosed work scope would be completed to the satisfaction of AI Engineering Services Ltd.
- 4) It is agreed that the spot surprise checks could be conducted by AIESL / Service Provider authorized by AIESL, anytime and shortcomings are to be penalized.
- 5) All the pages of the Technical Bid (Annexure E) have been duly signed by Tenderer.
- **I have carefully gone through and have understood and hereby agree to abide by all the General Terms & Conditions, Work scope and Specifications governing the tender.**
  - **I hereby confirm that I am authorized to sign the tender document and the information given in the tender is true and correct to the best of my knowledge and belief and nothing material is concealed / suppressed.**
  - I am submitting a soft of copy of all scanned documents & enclosures of technical bid marked Tech Bid pen-drive.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature \_\_\_\_\_

Name & Designation:- \_\_\_\_\_

Co. Name & Seal: \_\_\_\_\_

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder



**Annexure F**

**INDEMNITY BOND**

THIS INDEMNITY BOND is executed on this \_\_\_\_\_ the Day of \_\_\_\_\_ 2022 by \_\_\_\_\_ having, it Registered Office at \_\_\_\_\_ hereinafter referred to as Service Provider (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successor and assigns).

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

And whereas the Service Provider by means of an agreement shall provide Manpower Services to AIESL at Mumbai, NEC/Outstations under Western Region as per indicative list and amended from time to time as per company policy.

1. The terms and conditions specified in the Tender Document AIESL/Tender/ AEP NON-AEP/2022/01 dated 26-07-2022. We agree to keep AIESL indemnified against any claims / cost / damages and penalties in respect of breach of any Labour Laws currently applicable/in force and amended from time to time as per company policy.
2. We hereby undertake to fulfill all the terms and conditions specified herewith with regard to labour compliance under all applicable laws currently in force and amended from time to time as per company policy.
  - a. We shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to our employees. We shall duly comply with all Central and State Acts, laws, statutory rules, regulations, bye-laws as applicable or which might be applicable to us for rendering services to AIESL which is MRO.
  - b. We shall at all times indemnify and keep indemnified the Company against any/all claims under the Employee's Compensation Act; Payment of Wages Act, Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory amendments / modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury / death sustained by any worker or other personnel deployed by us or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made thereunder, by any person whether in our employment or not, who provided or provides the said Services under this Agreement.
  - c. We shall indemnify AI Engineering Services Limited at all times against any damages so caused to the Company on account of failure on our part to obtain such licenses and permission. This indemnity Bond is being furnished by us on non-judicial stamp paper of Rs. 200/- duly notarized as per Annexure F of the tender document. Copy of the Indemnity Bond to be furnished is attached as **Annexure F**.

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

- d. We shall undertake to comply with the applicable provision of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this contract. We shall further observe and comply with all Government Laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that we are fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of Law, as currently applicable and amended from time to time.
- e. We shall hereby indemnify and compensate the AI Engineering Services Ltd., if AIESL as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 and/ or any other law in lieu of this becomes liable to assume any liability towards the workforce engaged by us. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable in Toto. It is mandatory on our part of the to ensure that within ten days from the date of acceptance of LOI (letter of intent), we shall obtain **Form-V from AI Engineering Services Ltd and arrange license under Contract Labour (Regulation & Abolition) Act, 1970** issued by the Competent Authority.  
In the event of our Company/Organization not be covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, we shall obtain a letter from the concerned Labour authorities confirming the same.
  - aa. Our Company/Organization shall maintain proper record / register as required under the Contract Labour (Regulation and Abolition) Act 1970 or any other acts, rules and other relevant enactments thereon. The Records / Registers shall be produced for Verifications / Inspections as and when required by AIESL. AIESL reserves the right and power to check regarding statutory payments of Wages, ESI, EPF, GST, **as considered necessary**. We shall possess a valid licence for the jobs being carried out. The said licenses and permission issued by statutory authorities shall be renewed from time to time and kept valid during the currency of the contract.

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder



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

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

**Other relevant Acts which are applicable:**

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

**Personnel related compliance:**

- l. We/our Company/Organizations shall not engage any workmen below the age of **18 years or above the age of 35 years**. We/our Company/Organization shall produce age proof in respect of the workmen deployed by us.
- m. It is confirmed that we/our Company/Organization shall be the only employer in respect of the personnel deployed by us and AI Engineering Services Limited shall not be held partially or fully responsible for any dispute that may arise between us and Personnel deployed by us.
- n. At no stage of the Contract shall our employees be deemed to be employees of AI Engineering Services Ltd. We/our Company/Organizations shall be liable not only to pay wages to our employees but we/our Company/Organization shall also be liable to make mandatory payments such as overtime, payment for weekly offs, compensation if any, notice pay, gratuity or bonus as applicable/payable. The Principal Employer shall not be held liable for any obligation in this regard on our part. Further we/our Company/Organization shall be responsible for providing facilities such as canteen, transport and medical to our employees as it shall not be binding on AIESL to provide these facilities to the persons deployed by us. We shall make arrangements to provide proper and valid identity cards to the employees.
- o. We/our Company/Organizations shall strictly ensure that Minimum Wages as stipulated by the State Government for semi-skilled/ un-skilled category with is being paid by each month to the workmen deployed by us. We shall issue salary slips to each of the workmen engaged by us every month in respect of the wages paid. We shall ensure that the workmen deployed by us are granted a paid weekly off. This shall be a mandatory compliance.
- p. All payments shall be made to the workmen deployed by us/our Company/Organization on a monthly basis through ECS. Details of the payment made towards wages shall be obtained from the concerned Bank duly stamped and sealed.
- q. Attendance register incorporating all details of attendance in respect of the workmen deployed by us will be maintained. We shall ensure that the disbursement of wages to the persons deployed / engaged by them shall be made on or before the 10<sup>th</sup> of each month. The signature of the nominated representative shall be obtained on the salary sheets, date of disbursement to be indicated and official stamp to be affixed.
- r. We/our Company/Organizations shall perform the work assignments to the best satisfaction of the AIESL. In case of unsatisfactory performance, intimation shall be given in writing to us and the AIESL reserves the right to cancel the Contract forthwith after due notice period. In that event of any legal payments to be/being made by the Principle Employer to the workforce engaged by us, the same shall be recoverable shall be fully recoverable from our Security deposit /outstanding bills.
- S. It shall be our sole responsibility to settle disputes if any, rising, between ourselves and the personnel engaged by us. The Management of AI Engineering Services Limited shall not be in any way be responsible, in the event, the personnel engaged by us/our Company/Organisation, approach the competent authority, under any Labour Act or the Court. The entire expenses in this behalf shall be borne by us/our Company/Organisation. If we fail to comply with mandatory requirements

I /We agree to comply with all terms and conditions

Signature and Stamp of Bidder





under all the applicable Acts/Laws, we shall alone be responsible for all action initiated by the Enforcing Agencies of the Government & others, including penalties imposed thereon and AIESL shall have no obligation towards such action taken by the said Enforcement Agencies.

3. As per the terms and conditions specified in the Tender Document, we/our Company/Organization agree to be responsible for ensuring the compliance of Labour Laws both Central and State especially, but not limited to Employees State Insurance Act, 1948 and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961 and Bombay Labour Welfare Fund Act, 1953 as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any other provisions of Labour Laws and shall indemnify AIESL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of Laws in force.
4. It is further agreed that we/our Company/Organization shall, **within ten days from the receipt of LOI** (letter of intent), obtain Form-V from AI Engineering Services Ltd and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority & deposit a copy with AI Engineering Services Limited at the time of commencement of the job. In the event of us/our Company/Organization Service Provider not be covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, we/our Company/Organization shall obtain a letter from the concerned labour authorities confirming the same.
5. It is further agreed that we/our Company/Organization shall indemnify AI Engineering Services Limited against any claim/s with regard to Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Contract Labour (Regulations & Abolition) Act, Workmen Compensation Act, Bombay Labour Welfare Fund Act, any Acts/Laws prevailing during the validity of the contract applicable to the Service Provider and other emoluments/allowances payable to the workmen deployed by the Service Provider during the validity of the Contract. The Service Provider confirms that all records of payments including Wage Registers/ Muster Roll/ Bank Clearance Statements/Overtime incurred penalties and advances if any in respect of the workmen engaged by us/our Company/Organization shall be maintained and produced as and when required by the AI Engineering Services Limited and/or any other third party including Government Agencies/Authorities.
6. We/our Company/Organization further confirm that necessary ESI/PF payments in respect of the workmen engaged by us shall be made during the tenure of the contract within the time schedule as specified under the applicable Acts and we further indemnify AI Engineering Services Limited against any claim/s and liabilities arising out of the contract during the validity of the contract.
7. We/our Company/Organization also confirm that the relevant records pertaining to half yearly returns in respect of ESI and Annual returns in respect of PF filed by us shall be submitted to the AI Engineering Services Limited from time to time. We/our Company/Organization also undertakes to produce the relevant documents in respect of the various returns and the payments made during the tenure of the contract in respect of the workmen engaged by us before any third party, Government Agency/Authority. We/our Company/Organization also confirms that we shall maintain all records relevant to the record of ESI/PF deductions/deposits made and shall produce the same before the AI Engineering Services Limited as and when required and/or required by any third party, Government Agency/Authority.
8. We/our Company/Organization hereby indemnifies and agree to keep the AIESL indemnified, during the period of the contract and even thereafter, to make good any losses, payments, penalties incurred by the AI Engineering Services Limited on account of non-compliance of whatsoever nature on our part in the matter of all applicable legislations with regard to our employees deployed on the contract awarded to us by the AI Engineering Services Limited.
9. We/our Company/Organization hereby indemnify/indemnifies and agree to keep the AI Engineering Services Limited indemnified, against any clause elsewhere as referred to in this tender document No. AIESL/Tender/AEP NON AEP/2022/01 dated 26-07-2022 which specifies so.

Signed, Sealed & Delivered

Within the named \_\_\_\_\_

Through their Director/Proprietor/  
Representative.

Witness:

- 1.
- 2.

Date

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder



**UNDERTAKING**

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

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

CONTRACTOR'S SIGNATURE & STAMP

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder



Tenders are to be submitted in this form duly completed & signed in a sealed envelope superscribed

**Price Bid – REF. [AEP/2022](#):**

**(bidder must have BCAS Clearance certificate with validity for auxiliary services on the day of submitting bid)**

To  
Dy. General Manager-Engg.  
Admin & Estt, 4<sup>th</sup> floor,  
AI Engineering Services Limited  
Hangar 3 , Old Airport, Mumbai 400 029

1. Name of the Contract	<b>Tender for Provision of Manpower Services –AEP/2022</b>
2. Name of the Company / Establishment	
3. Address	
4. Telephone No.	Mobile No:
5. Name of Contact Person:	
6. E-mail address	

Particulars	Storekeeper (Skilled)	Helper (Un-Skilled)
A) Minimum Wages as specified by the State Govt. for skilled/ semi-skilled/ un-skilled personnel. (As on 31.05.2022) which may vary from time to time.	Rs. 18,768/- (It includes all statutory obligations including but not limited to minimum wages, Provident Fund, ESI, Bonus, HRA, Pay for National Holidays, and all other levies etc.)	Rs. 17094/- (It includes all statutory obligations including but not limited to minimum wages, Provident Fund, ESI, Bonus, HRA, Pay for National Holidays, and all other levies etc.)
B) Administrative / Service charges towards provision of facilities such as uniform, <a href="#">AEP fees</a> , facilities under statutory and non-statutory laws, provision of supervisor, labour licence fees, profit margin and all risks including third party insurance. (In rupees per person per month)		
C) Total Charges per person per month excluding Taxes= A) + B)		
D) Total outgo excluding Taxes (Outgo per person per month for Storekeeper x 5 Nos. + Outgo per person per month for Helper x 46 Nos.		

PS:

- Overall L1 party FOR REFERENCE AEP/2022 shall be decided on the total outgo to company in respect of above Total Charges (D). Price preference will be given to MSME as per Govt. of India policy.
- The Price Bid shall comprise the price component for all the services/Personnel/materials/equipment/accessories required for satisfactory performance of the work under the contract.

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder



Tenders are to be submitted in this form duly completed & signed in a sealed envelope superscribed

**Price Bid – REF. [NON-AEP/2022:](#)**  
(BCAS Clearance certificate is NOT MANDATORY)

To  
Dy. General Manager-Engg.  
Admin & Estt, 4th floor,  
AI Engineering Services Limited  
Hangar 3 , Old Airport, Mumbai 400 029

1. Name of the Contract	<b>Tender for Provision of Manpower Services –NON AEP/2022</b>
2. Name of the Company / Establishment	
3. Address	
4. Telephone No.	Mobile No:
5. Name of Contact Person:	
6. E-mail address	

Particulars	Rate in Rupees per person per month (In figure as well as in words)			
	Technical Assistant (Skilled)	Storekeeper (Skilled)	Tradesman (Skilled)	Helper (Unskilled)
A) Minimum Wages <b>as specified by the State Govt.</b> for skilled/ semi-skilled/ un-skilled personnel. (As on 31.05.2022) which may vary from time to time.	Rs. 18,768/- (It includes all statutory obligations including but not limited to minimum wages, Provident Fund, ESI, Bonus, HRA, Pay for National Holidays, and all other levies etc.)	Rs. 18,768/- (It includes all statutory obligations including but not limited to minimum wages, Provident Fund, ESI, Bonus, HRA, Pay for National Holidays, and all other levies etc.)	Rs. 18,768/- (It includes all statutory obligations including but not limited to minimum wages, Provident Fund, ESI, Bonus, HRA, Pay for National Holidays, and all other levies etc.)	Rs. 17,094/- (It includes all statutory obligations including but not limited to minimum wages, Provident Fund, ESI, Bonus, HRA, Pay for National Holidays, and all other levies etc.)
B) Administrative / Service charges towards provision of facilities such as uniform, facilities under statutory and non-statutory laws, provision of supervisor, labour licence fees, profit margin and all risks including third party insurance. (In rupees per person per month)				
Total Charges per person per month excluding Taxes= A)+ B)				
Total outgo (Outgo per person per month for Technical Assistant x 12 Nos. + Outgo per person per month for Storekeeper x 4 Nos. + Outgo per person per month for Tradesman x 7 Nos. + Outgo per person per month for Helper x 41 Nos.				

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder



Overall L1 party FOR REFERENCE AEP/2022 shall be decided on the total outgo to company in respect of above Total Charges (D). Price preference will be given to MSME as per Govt. of India policy.

2. The Price Bid shall comprise the price component for all the services/Personnel/materials/equipment/accessories required for satisfactory performance of the work under the contract.

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

- **The relevant experience in the field of providing the Manpower Services** (in terms of the number of employees under payroll on the date of submission of the bid). The number of employees on payroll should be supported by the proof of payment of PF. **The higher the experience** (providing at least 10 skilled/ semi-skilled/ un-skilled personnel in one contract) **in the supply of manpower services, higher will be the weightage.**
- **Weightage will be given towards solvency certificate obtained from a nationalised bank for value mentioned. The higher the value, higher the weightage.**

B. Financial bids quoting “NIL” consideration or “Zero” or its derivatives up to 0.9999 and thereof as Service Charge shall be rejected summarily.

**Undertaking:**

1. **I have carefully gone through and have understood the General Terms & Conditions, Work scope of the Tender and agree to accept the same.**
2. **The Price bid shall be valid for 120 days from the date of opening of Technical Bid Part A.**
3. **I hereby confirm that I am authorized to sign the Tender document.**
4. **All the pages of the Price Bid (Annexure H) have been signed.**
5. **I am submitting a soft copy of the filled in Price bid in excel format in a pen-drive enclosed along with this.**
6. **I hereby certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable. The above rate is exclusive of GST or any other tax payable to the Government/concerned authority.**

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Name & Seal: \_\_\_\_\_

I /We agree to comply with all terms and conditions

Signature and Stamp of Bidder





**Annexure I**

Service Level Agreement (SLA)  
for AI Engineering Services Limited  
By  
M/s -----

Effective Date: XX/XX/2022

Document Owner :	AI Engineering Services Limited
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Version

Version	Date	Description
1.0		Service Level Agreement

Approval

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

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

Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between M/s \_\_\_\_\_ and AI Engineering Services Limited for the provisioning of Manpower Services required at Mumbai by AIESL.

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

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

1. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Manpower Services and support to the AI Engineering Services Limited by the Service Provider.

The objectives of this Agreement are to:

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

I /We agree to comply with all terms and conditions

Signature and Stamp of Bidder



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

## 2. Stakeholders

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

With this SLA:

M/s. \_\_\_\_\_ ("Service Provider")

AI Engineering Services Limited ("Customer")

## 3. Periodic Review

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

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

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

Review Period: Every Quarter

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

## 4. Service Agreement

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

### 4.1. Service Scope

The following Services are covered by this Agreement:

- Work scope outlined the Tender document: AIESL/Tender/AEP NON-AEP/2022/01 dated 22/07/2022

### 4.2. Customer Requirements

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

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

### 4.3. Service Provider Requirements

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

- Meeting response times associated with service & with recommended manpower related incidences.
- Appropriate notification to Customer for all scheduled activity.
- The deployment of personnel by the Service Provider will be done subject to suitability.

### 4.4. Service Assumptions

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

- Changes to services shall be communicated and documented to all Stakeholders in the addresses indicated below.

I /We agree to comply with all terms and conditions

Signature and Stamp of Bidder



- DGM-Engg-Admin & Establishment, Hangar 3, 4<sup>th</sup> floor, Old Airport, Kalina, Santacruz East, Mumbai 400029; email: mukesh.kumar@aiesl.in.
- Proprietor, (of the Service Provider): Mr. \_\_\_\_\_
- M/s \_\_\_\_\_,  
Email: \_\_\_\_\_

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

## 5. Service Management

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

### 5.1. General Service Requirements

- 1) Allocation:  
The allocation of service shall be advised by AI Engineering Services Ltd (AIESL) specifying the location and numbers required.
  - 2) Reviews:  
Periodical review meetings shall be held between the company & the service provider to review the quality & quantum of service provided by the service provider & shall discuss any modifications, if required.
  - 3) Service Performance:  
The decision of AI Engineering Services Ltd., or any officer authorized by AIESL, shall be final with regard to the satisfactory performance of the services and any matter arising there from shall be binding on the service provider.
  - 4) Audits:  
GM (Engg.)/his representative may audit the capability of the service provider, before commencement of work of providing office assistance services. Subsequently, AIESL shall be at liberty to perform periodical audits / spot checks at their discretion.
  - 5) Statutory Payments:  
The Service Provider shall maintain proper record / register as required under the Contract Labour (Regulation & Abolition) Act 1970 and rules and/ or other applicable laws/ other relevant enactments thereon. The records / registers shall be produced for verification/ inspection as and when required by AIESL, who shall have powers to conduct checks regarding statutory payments of wages, ESI, EPF, and other applicable statutes for the time being in force.
  - 6) Policies & Payments:  
The service provider shall take-out Employee's compensation policy / complete requisite formalities under the ESI Act, covering all their workmen and submits the same to AIESL. The insurance shall cover the period of the agreement. The Service Provider shall make payment of monthly salary / wages (in compliance to the minimum wages act) to its workmen on or before the 10th Day of the subsequent month as applicable. The monthly bills to AIESL every month shall be submitted after making payment of salary wages to the workmen along with ESI /PF remittance challan.  
The service Provider assures not to delay payment of wages / salary to his workmen under any circumstance and to ensure availability of adequate funds with them to pay wages / salary to their workmen in the eventuality of delay in payment of his monthly bills.
- 6 (a) The Service Provider shall not use the sources deployed under this contract undertake to provide / arrange subject service directly to any of AIESL's customer airlines/competitive airlines.
- 7) Workforce:  
The service provider shall deploy well behaved / skilful employees / workforce of unblemished character and with duly verified antecedents.
  - 8) Workforce –Details & Verification  
The service provider shall furnish to the company in writing the name, parentage, residential address, educational & technical qualifications, specimen signatures, finger prints and two recent passport size photographs of all personnel whom he proposes to employ for the purpose of this contract. The company shall be at liberty to forbid the deployment of any person whom it may consider undesirable after verification. The service provider shall also have the character & antecedents of all persons employed by him verified by the

I /We agree to comply with all terms and conditions

Signature and Stamp of Bidder



police to the satisfaction of the company, before a workman is deployed by the contractor. The proof of antecedent's verification by the prescribed authority shall be submitted to the company before deploying the individual for this contract. The appointment /assignment letter to work under this contract at AIESL – copy to be furnished.

9) Uniform & Accessories:

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

## 5.2. Operational Service Requirements

1) Liaising:

It shall be the responsibility of the Service Provider to maintain continuous liaison with AIESL officials at all levels. Supervisor of the service provider shall be solely responsible in this regard. In this regard, the officials of AIESL, GM(Engg.)/ his representative.

2) Work- Area:

The service provider shall ensure that none of their employees/ workforce entering the areas of Hangars, Shops, Plants located at NEC and Outstations under Western Region as per indicative list and amended from time to time as per company policy for which they are not specifically designated, as per the duty roster and any violation thereof, shall render the concerned individual to forfeiture of his Entry permit besides imposition of penalty as may be decided by the designated authority officials.

In case anything unusual or any abnormal is observed by the staff of the Service Provider that belongs to the Company/Management of AIESL, the same shall be immediately informed & handed-over to AIESL authorized staff.

3) Items in Office:

In case of missing of items / theft on the office, proven to be done by the staff of the service provider, AIESL at its sole discretion may levy penalty as deemed fit, against the service provider and / or the staff concerned.

While performing the Manpower Services by the personnel of the Service Provider if any item belonging to AIESL is found, the same shall be deposited immediately with Officials of AIESL against receipt.

4) Statutory facilities:

The Service Provider shall ensure that all statutory facilities are extended to the personnel deployed by him.

5) Work Culture:

The Service Provider shall ensure that the staff deployed by him shall maintain polite and courteous behaviour towards employees & staff of AIESL and also of customer airlines. If AIESL has any misgivings about any individual staff of the service provider, the said staff shall be removed by the service provider forthwith.

6) The Service Provider shall ensure that his staff shall not be under influence of liquor or any other intoxicants while on duty. In the event of such happenings the staff shall have to be removed from the services by the Service Provider and any damage caused by such of the service Provider's employees shall be borne totally by the Service Provider including, legal expenses. The Service Provider staff shall not be loitering around, when no work is assigned to them.

7) Service Deficiency:

The service provider shall make all possible efforts to overcome deficiencies in standards of service brought to their notice within reasonable time frame (as mentioned in the contract document, penalty clauses).

8) Servicing –Personnel, Office Equipment:

The personnel & office equipment to be used by them as specified in the contract / amendment letter to be provided with by AIESL.

9) Any default on part personnel deployed by the Service Provider in terms of attendance, behaviour and non-performance shall be recorded.

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

11) Monthly-Bills:

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

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

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

I /We agree to comply with all terms and conditions

Signature and Stamp of Bidder



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

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

6. Governing Terms and Conditions

The terms and conditions that govern the contract shall be as outlined in the Annexure B, C, D, F of the contract against Tender Ref. No. AIESL/Tender/AEP NON-AEP/2022/01 dated 26-07-2022.

Signed on \_\_\_\_\_ at \_\_\_\_\_

AI Engineering Services Limited  
Customer

M/S \_\_\_\_\_  
Service Provider

Service Level Agreement (SLA)

Successful Bidder is required to sign SLA with AIESL for Manpower Services.

I /We agree to comply with all terms and conditions  
Signature and Stamp of Bidder