

AI ENGINEERING SERVICES LIMITED (AIESL)

Registered Office at – Al Engineering Services Ltd., 2nd Floor, CRA Building, Safdarjung Airport Complex, New Delhi-110003, India.

TENDER NO: EFD/Nag MRO/2025-26/001 DTD. 26 May 2025

TENDER DOCUMENT

Tender for Operation and Maintenance of Engineering Facilities in AIESL MRO facility at MIHAN SEZ, KHAPRI (RIy), NAGPUR 441108, MAHARASHTRA

NAME:	 	
ADDRESS	 	



Section No.	Content	
	a. Summary Of Bidding Information	
Section I	b. Disclaimer	
	c. Definitions	
Section-II	Invitation To Tender	
Section-III	 a. Covering Letter for Submission of Bid b. Technical Response Form c. Check Sheet of documents d. Undertaking e. Indemnity Bond f. Deviation sheet 	
Section-IV	Specifications Of Work	
Section-V	Terms And Conditions of Contract	
Annexure-I	Bill of Quantities	



SECTION-I

A. SUMMARY OF BIDDING INFORMATION

Sr. No.	Particulars	Details
140.		
1.	Name of the Work	Operation and Maintenance of Engineering Facilities at AIESL MRO Facility, MIHAN SEZ, Nagpur.
2.	Last Date of Submission of Bids	21 Aug 2025 , through GeM (Government E-Marketplace) portal only.
3.	Availability of Bidding Documents	Available on GeM Portal and www.aiesl.in
4.	Estimated Cost	Rs. 2,74,24,746/- for 2 years
4.	Earnest Money Deposit (EMD)	Amount of Rs. 2,00,000/- to be paid online via payment gateway link
5.	Time, Date, and Venue of Pre-Bid Meeting	On 12 Aug 2025, To be held at AIESL MRO, MIHAN SEZ, Khapri (Rly), Nagpur – 441108, Maharashtra.
6.	Time, Date, and Place of Opening of Technical and Financial Bids	Technical Bids will be opened post submission deadline. Financial Bids will be opened after validation of received bids on the GeM portal.
7.	Validity of the Offer	Ninety (90) days from the date of Bid Opening.



B. DISCLAIMER

The information contained in this Tender Document (hereinafter referred to as the "Tender") and any subsequent information provided to applicants/bidders by AI Engineering Services Ltd. (AIESL), in any form and at any stage, is subject to the terms and conditions set forth herein and any other terms and conditions as may be prescribed by AIESL.

The purpose of this Tender is to provide prospective bidders with relevant information to assist in the formulation of their proposals. While AIESL has made every effort to ensure the accuracy of the information provided, it does not purport to contain all the information that each bidder may require. Bidders are expected to conduct their own investigations, due diligence, and analysis and should independently verify the accuracy, adequacy, reliability, and completeness of the information contained in this document. Bidders are also encouraged to seek appropriate professional advice as necessary.

The information provided herein includes interpretations of applicable laws, which are not intended to be exhaustive or authoritative. AIESL accepts no responsibility for the accuracy or legal validity of any such interpretation or opinion expressed.

AIESL shall not be held liable for any claims, losses, damages, or liabilities arising from the use or reliance on the information provided in this Tender, including those resulting from negligence.

AIESL reserves the right, at its sole discretion and without any obligation, to update, amend, or supplement any information, assumptions, or assessments contained in this Tender prior to the bid opening (both technical and commercial).

This Tender does not obligate AIESL to select or appoint any bidder. AIESL reserves the right to reject any or all proposals at any stage without assigning any reason.

All costs associated with the preparation and submission of the proposals, including any presentations, demonstrations, documentation, postage, or travel, shall be borne solely by the bidder. AIESL shall not be responsible or liable for any such expenses, regardless of the outcome of the tender process.



C. DEFINITIONS

- 1.The term "AIESL" shall mean 'AI Engineering Services Limited'.
- 2.The term "**Bidder**" shall mean the one who has signed the Tender Form and submitted the quotation in response to this Tender.
- 3. The term "Contract" shall mean the agreement entered into AIESL and the Successful Bidder, confirming its acceptance of the terms and conditions of the Tender as mentioned therein.
- 4. The term "Days" used herein shall mean the working days of AIESL.
- 5. The term "Operation and Maintenance" shall mean the services referred to in section- IV of this Tender.
- 6. The term "Government"/ "Authority" shall mean, the Government of India and competent authorities in India.
- 7. The term "**Tender**" shall mean this Tender, Tender Ref. No. TENDER NO: EFD/Nag MRO/2025-26/001 Dtd. 26 May 2025
- 8. The term "Site" shall mean the AIESL MRO, MIHAN SEZ, Khapri (Rly) Nagpur 441108, Maharashtra.
- 9. The term "Successful Bidder"/ "Contractor" shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.



SECTION - II

INVITATION TO TENDER

SUB - Operation and Maintenance of Engineering Facilities in AIESL MRO facility at MIHAN SEZ, KHAPRI (RIy), NAGPUR 441108, MAHARASHTRA.

I. Al Engineering Services Ltd. (hereinafter referred to as "AIESL") invites online bids through the Government e-Marketplace (GeM) Portal from eligible bidders for the provision of Facility Management Services, as detailed in Section IV of this Tender Document.

1.1 TENDER SCHEDULE

- (i) Tendering process shall be done in two (02) stages, the Technical Bid and the Price Bid.
 - Receipt of online Bids through Government e-Marketplace (GeM) Portal with necessary documents requested in the tender enquiry on or before 21 Aug 2025 through GeM (Government E-Marketplace) portal only.
 - Interested bidders are required to attend the pre-bid meeting, which will be held at the site: MRO Facility, MIHAN SEZ, Nagpur. The exact date and time of the meeting shall be communicated to the bidders through the Online Bid Document available on the GeM Portal.
 - Date of receipt of Technical and Price bid on or before 21 Aug 2025 through GeM (Government E-Marketplace) portal only.
- (ii) Availability of Bidding document-Interested bidders can download the tender document from GeM Portal and AIESL web site, www.aiesl.in.
- (iii) Date of Pre-Bid Meeting The date of the Pre-Bid Meeting will be notified on the GeM portal. All interested bidders are required to attend the meeting, which will be held at the MRO Conference Room, MIHAN SEZ, Khapri (Rly), Nagpur 441108.
- (iv) Last date, time and place for receipt of bids- Tenders shall be submitted exclusively through the GeM portal on or before the last date of submission specified in the bid document. Bids submitted through any other mode will not be accepted.
- 1.2 Estimated cost of the Contract: Rs. 2,74,24,746/- for 2 years
- 1.3 **Validity of Tender** Tenders shall be valid for a period of 90 (ninety) days from the date of opening of bids.
- 1.4 **Contract Period** –The contract shall be for a period of 02 (two) years, extendable by up to an additional two years on the same terms and conditions, subject to satisfactory performance of the services by the Successful Bidder, at the sole discretion of AIESL.



1.5. Pre Bid meeting at MRO Site:

- i. A Pre-Bid Meeting will be held at the site of work, i.e., AIESL MRO located in MIHAN SEZ, Nagpur. All interested bidders who have been invited to participate in the bidding process are required to attend the meeting at the Site Office in Nagpur. The purpose of the Pre-Bid Meeting is to ensure that the bidders fully understand the facilities at the MRO included in the scope of work, AIESL's specific requirements, applicable laws, and local site conditions—such as distance from the city, modes of transportation, and the availability of other essential facilities—necessary for the proper formulation and submission of their bids.
- ii. Bidders intending to attend the scheduled Pre-Bid Meeting must confirm their participation to AIESL at least two (2) days in advance to facilitate necessary arrangements for entry passes. Only two (2) representatives per bidder will be permitted to attend the meeting. Each representative must carry a letter of authorization issued by the bidder.
- iii. Any clarifications sought by the bidders shall be submitted in the form of a brief summary either via email to the following AIESL officials:

Mr. Manoj Shinde, DGM-Engineering - mn.shinde@aiesl.in

Dr. Pramod Sahu, Sr. AGM-PPMM - pramod.sahu@aiesl.in

Mr. Amit Parate, Executive (II) - EFD - amit.parate@aiesl.in

Alternatively, queries may be submitted in writing in a sealed envelope addressed to:

The General Manager – AIESL MRO Plot No. 01, Sector 9, MIHAN SEZ (Developed by MADC) Near Khapri Railway Station, Nagpur – 441108

All received queries will be addressed during the Pre-Bid Meeting. The minutes of the Pre-Bid Meeting, including all clarifications and confirmations, shall form an integral part of the Tender Document, unless otherwise specified.

iv. In the event a bidder does not attend the Pre-Bid Meeting, it shall be deemed that the bidder has independently visited the site, thoroughly studied the location, and fully understood all aspects relevant to the preparation of the bid. This includes, but is not limited to, site conditions, applicable laws, and other necessary or relevant information. Any claim made by the bidder at a later stage, citing inadequacy or inaccuracy of the information/data provided by AIESL, shall not be entertained. AIESL shall bear no liability whatsoever in this regard.

1.6 EARNEST MONEY DEPOSIT (EMD):

(i) The tenders shall be accompanied by proof of payment towards an Earnest Money Deposit (EMD) of Rs. 2,00,000/-, paid online to Al Engineering Services Limited through payment gateway link: https://forms.eduqfix.com/aiengineering/add



The payment details must be uploaded on the GeM portal along with the Technical Bid. The EMD shall be interest-free and refundable. No other mode of payment towards the EMD will be accepted

- (ii) Tenders not accompanied by proof of payment towards the Earnest Money Deposit (EMD) will not be considered for opening. However, MSME units registered with the National/State Small Industries Corporation Ltd. are exempted from payment of EMD. Parties seeking such exemption must enclose a valid attested copy of certificate (issued within the last three years from the date of tender issuance) from the relevant Small Industries Corporation for the applicable field along with their Technical Bid.
- (iii) The EMD submitted by unsuccessful bidders will be refunded without interest within 30 days after the award of the contract or within 30 days after the declaration of the technical evaluation results in a two-stage bidding process. The EMD of the successful bidder will be refunded without interest after the submission and acceptance of the Security Deposit or Bank Guarantee in lieu thereof.

The EMD shall be forfeited if the bidder:

- Withdraws or amends their tender in any manner,
- Impairs or derogates from the tender conditions, or
- Declines to accept or honor the Purchase Order/Contract Order if awarded.

Furthermore, if the successful bidder fails to submit the Security Deposit or Bank Guarantee within the specified timeframe, their EMD will be forfeited.

1.7 AIESL reserves the right to accept the tender in full or in part, or to reject any or all bids without assigning any reason whatsoever. AIESL may also annul the bidding process at any time prior to the award of the contract without incurring any liability to the affected bidder(s) or any obligation to inform them of the grounds for such action.

1.9 PERFORMANCE SECURITY DEPOSIT / BANK GURANTEE:

- i. The Successful Bidder shall deposit with AIESL a Performance Security Deposit equivalent to 5% (five percent) of the total bid amount quoted for 02 years. This security deposit must be maintained throughout the contract period and shall be furnished in the form of a Bank Guarantee from a Nationalized or Scheduled Bank, in accordance with the standard format provided in Annexure IV.
- ii. Upon receipt of the Letter of Intent (LOI), the Successful Bidder shall deposit the Performance Security within fifteen (15) days of receiving the LOI.
- iii. The validity of Bank Guarantee would be till 60 days after the scheduled completion of all obligations under the Contract to the satisfaction of AIESL.
- iii. If the Performance Security Deposit is not submitted within the stipulated time or is not maintained at the required level throughout the contract period, the amount shall be recovered from the contractor's first or subsequent bills.
- iv. In the event of a breach of contract or violation of any terms and conditions of the agreement, AIESL reserves the right to invoke the Bank Guarantee.



v. All costs associated with the execution of the Bank Guarantee shall be borne by the Successful Bidder.

1.10 : ELIGIBILITY CRITERIA / PRE-REQUISITE FOR APPLICATION / TECHNICAL BID EVALUATION CRITERIA

In order to be considered for selection, Bidders must satisfy **all** of the following eligibility criteria. Only those meeting **all** the specified requirements will be deemed qualified to participate in subsequent stages of the tender process.

The Bidder must confirm the following:

- i) The Bidder must be:
 - A public or private limited company registered under the Indian Companies Act, 1956;
 - A partnership firm registered under the applicable laws;
 - A sole proprietorship duly registered under the relevant legislation governing business operations in India.

The Bidder must have, on its payroll, personnel who are both qualified and experienced in accordance with the specifications outlined in Section III of this document. These personnel must be readily available for deployment to provide the required services as defined in Section III.

In the event that the Bidder does not currently employ a sufficient number of suitably qualified staff, the Bidder must provide a written undertaking confirming that it will recruit the required personnel—meeting the specified qualifications and experience—prior to the commencement of work at the site.

ii) The Bidder shall be required to obtain a Labour License issued by the Labour Commissioner, Nagpur, within 45 days from the date of issuance of the Letter of Intent (LOI) by AIESL. This license is mandatory for the employment of contract workers as outlined in the Tender.

Furthermore, the Bidder must ensure full compliance with all applicable statutory requirements and legal formalities, including but not limited to the Contract Labour (Regulation and Abolition) Act, 1970, and any other relevant labour laws and regulations in force.

- iii) The Bidder undertakes to comply with all applicable labour laws, both Central and State, including but not limited to the following:
 - Employees' State Insurance Act, 1948
 - Workmen's Compensation Act, 1923
 - Employees' Provident Funds and Miscellaneous Provisions Act, 1952
 - Payment of Wages Act, 1936
 - Minimum Wages Act, 1948
 - Contract Labour (Regulation and Abolition) Act, 1970
 - Employers' Liability Act, 1938
 - Maternity Benefit Act, 1961



And any other labour laws, rules, or regulations as applicable from time to time

The Bidder shall be solely responsible for ensuring compliance with all such laws and for bearing any costs, liabilities, or consequences arising from any breach or non-compliance. The Bidder further agrees to indemnify and hold harmless AIESL against any claims, penalties, costs, or legal remedies arising out of such breaches or non-compliance with the aforesaid laws.

- iv) The Bidder must be duly registered with the appropriate Employees' State Insurance (ESI) and Employees' Provident Fund (EPF) authorities at the time of submission of the bid. Specifically, the Bidder should possess:
 - A valid Provident Fund Code under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, and
 - A valid ESI Code under the Employees' State Insurance Act, 1948.

In the event the Bidder does not currently hold the above-mentioned codes, the Bidder shall obtain the same from the relevant authorities within 30 (thirty) days from the date of issuance of the Letter of Intent (LOI), for the purpose of rendering the services under this Tender.

Copies of the registration certificates/codes, if available, must be attached with the bid submission.

v) The Bidder must possess a valid Permanent Account Number (PAN) issued by the Income Tax Department and a valid Goods and Services Tax (GST) Registration Number at the time of submission of the bid.

Copies of the PAN and GST registration certificates must be attached with the bid application.

- vi) The Bidder must have relevant experience in the Operation and Maintenance (O&M) of large industrial establishments equipped with Electrical and Mechanical systems as per scope of work, including but not limited to:
 - HT substations and distribution systems
 - HVAC systems
 - Air compressors
 - Fire protection systems

The scope and nature of such works should be similar to those contemplated in this tender.

The Bidder must have successfully completed, during the last three (3) years ending 31 March 2025, work(s) of similar nature in Government Departments, Public Sector Undertakings, or reputed private sector companies, meeting any one of the following criteria:

Three (3) similar completed works, each costing not less than ₹109.6 lakhs;

OR

Two (2) similar completed works, each costing not less than ₹137.1 lakhs;

OR

One (1) similar completed work costing not less than ₹219.3 lakhs

Note: Only works completed on or after April 1, 2022, shall be considered for evaluation.



Supporting Documents Required:

Interested Bidders must submit relevant testimonials as proof of successful execution, including:

- Copy of the Work Order(s), and
- Completion Certificate(s) clearly indicating the value and completion date of the work.
- vii) The Bidder must furnish a recent Solvency Certificate issued by a Nationalized or Scheduled Commercial Bank, certifying a minimum solvency of ₹1.09 Crore (Rupees One Crore Nine Lakhs).
 - The certificate must be duly certified by a Chartered Accountant who is enrolled with the Institute of Chartered Accountants of India (ICAI).
 - The Solvency Certificate should be issued on the official letterhead of the bank and must be recent, i.e., dated within six (6) months prior to the last date of bid submission.
 - The certificate should clearly indicate the Bidder's financial credibility and capacity to execute the contract.
- viii) The Bidder must have a minimum average annual financial turnover of at least ₹82.2 Lakhs (i.e., 30% of the estimated cost) during the last three financial years immediately preceding the date of this Tender, namely:
 - Financial Year 2022–2023
 - Financial Year 2023–2024
 - Financial Year 2024–2025

To substantiate this, the Bidder shall submit copies of audited balance sheets for the specified years, duly certified by a Chartered Accountant enrolled with the Institute of Chartered Accountants of India (ICAI).

<u>Note:</u> Bidders not meeting the above turnover criteria or failing to submit the required documentation shall be considered ineligible for further participation in the tender process.

1.11 Interested Bidders are strongly advised to thoroughly review the Tender document, including the scope of services, terms and conditions, and the existing site conditions and facilities, prior to submitting their bid.

An Undertaking confirming the above must be submitted along with the Prequalification Application. The prescribed format for the undertaking is provided in the Tender document (Ref: Section III, D).

1.12 Disqualification:-

- (i) Notwithstanding compliance with the eligibility criteria, a Bidder may be disqualified if any of the following conditions are met:
 - a. The Bidder has made misleading or false representations in the forms, statements, or attachments submitted as part of the bid;
 - b. The Bidder has a record of poor performance in the last three (3) years, as of the application date. This includes, but is not limited to:
 - Abandonment of work,



- Rescinding of contracts due to the Bidder's non-performance,
- Inordinate delays in project completion,
- A consistent history of litigation or arbitration decisions against the Bidder or its constituents,
- Financial failure, including bankruptcy;
- c. The Bidder has been blacklisted by AIESL or any governmental authority, including local bodies.
- d. Any financial bid information is found to be included in the technical bid submission, in violation of the prescribed bid submission format.
- (ii) The Bidder must be a Limited Company registered under Indian Companies Act 1956 or partnership firm or sole proprietorship firm under the applicable laws and the relevant legislation governing business operations in India.
- (iii) The Bidder shall warrant and represent that no conflict of interest exists in relation to the submission of its Bid or the performance of the Services described herein. In the event that any conflict of interest is discovered at any stage, the Bidder shall be liable for immediate disqualification, without any obligation or liability on the part of the procuring entity.
- (iv) AIESL reserves the right to disqualify any Bids submitted by intermediaries or middlemen, and to entertain only those Bids submitted directly by the principal entities intending to execute the contract.
- (v) If any Bidder is found to have engaged in fraudulent practices or is involved in cartelization, such Bidder shall be barred from participating in any AIESL tenders for a period of six (6) years from the date of such determination.

1.13. INSTRUCTIONS FOR SUBMISSION OF BID:

- i. All the bids shall be prepared and submitted in accordance with the instructions as mentioned herein below. Any proposal which is not submitted in accordance with these instructions will be rejected without any further communication in this regard.
- ii. The Bid shall be submitted through the GeM (Government e-Marketplace) portal in TWO stages, namely:
 - 1. Technical Bid
 - 2. Financial Bid

1. Technical Bid:

The Technical Bid shall contain the following documents, as specified in Section III, duly filled, signed, and stamped by authorized and accountable personnel only:

- 1) Signed and Stamped Bid Document to be signed by authorized and accountable personnel only.
- 2) Power of Attorney duly notarized, authorizing the individual signing the Bid on behalf of the Bidder.
- 3) Tender Document duly signed, stamped, and completed in all respects.
- 4) Undertaking by the Bidder as per Section III, D.
- 5) Indemnity Bond as per Section III, E.



6) Details of EMD (Earnest Money Deposit) - paid to Al Engineering Services Ltd via online

7) Deviation Sheet – as per Section III, F.

Important Note:

No financial or price-related information shall be included in the Technical Bid. If any price or financial bid-related documents are found enclosed with the Technical Bid, AIESL reserves the right to summarily reject the entire Bid without any further consideration. No plea, representation, or clarification in this regard shall be entertained under any circumstances.

- 2. Financial Bid The Financial Bid shall be submitted exclusively through the GeM (Government e-Marketplace) portal. The total value quoted for the works shall be considered for the purpose of evaluation and determination of the L1 (lowest) Bidder. The Financial Bid shall contain Annexure I (Financial Bid BOQ): This must be duly completed, signed on each page, and stamped by the authorized representative of the Bidder.
- iii. Bids received after the due date and time shall not be entertained or considered under any circumstances.
- iv. Any individual signing the Bid and related documents must certify the capacity in which they are signing. A Power of Attorney, duly notarized, must be submitted in favor of the individual signing the Bid, clearly delegating authority to sign and submit the Bid or participate in the bidding process on behalf of the Bidder.
- v. All Bids must be filled in English. All correspondence and documentation exchanged between the Bidder and AIESL shall also be in English.
- vi. Bidders must ensure that each page of the Bid is electronically numbered, signed, and stamped by the person authorized via the Power of Attorney. This applies to both Technical and Financial Bids.
- vii. All enclosures accompanying the Bid must be numbered, signed, and stamped by the authorized signatory.
- viii. Both the Technical and Financial Bids must be submitted exclusively through the GeM portal. Submissions through any other mode shall not be accepted.
- ix. All entries in the tender forms must be clear and legible. If space is insufficient, additional sheets may be attached, duly signed by the authorized signatory.
- x. Minor corrections will be allowed in the Technical Bid if endorsed with signature by the Bidder.
- xi. No corrections, including overwriting or striking out, will be permitted in the Financial Bid. Any such occurrence shall result in rejection of the Bid.
- xii. Any bid submitted without EMD, or found to be incomplete or conditional, shall be summarily rejected.
- xiii. Interested Bidders are strongly advised to visit the site and inspect the facilities and services to gain a comprehensive understanding of the scope of work before submitting their Bids.



xiv. All incidental costs related to execution of the work – including but not limited to transportation, staff accommodation, canteen facilities, medical expenses, paid leave, annual increments, and bonuses for contract workers not covered under the Minimum Wages Act – shall be borne by the Successful Bidder.

AIESL shall not be responsible for any such costs, and no payments beyond the quoted amount (based on actual work carried out) shall be made.

1.14 Modification/Withdrawal of Bids:

- i. The Bidder may modify or withdraw their Bid after submission, strictly in accordance with the provisions and timelines permitted by the GeM portal.
- ii. Any deviation from the tender terms and conditions must be clearly specified in the Deviation Sheet (Section III, G). Deviations mentioned elsewhere in the Bid document shall not be considered and may lead to rejection or disqualification of the Bid.

1.15 **Rejection of Bids:**

Bids shall be rejected forthwith without further evaluation of the tender process under any of the following circumstances:

- a) If the Bid has been submitted through any mode other than the GeM Portal, including but not limited to fax, email, physical submission, or courier.
- b) If the Bid is unsigned or not duly authorized by the designated signatory.
- c) If the Bid is submitted without the requisite EMD (Earnest Money Deposit).
- d) If the Bid is found to be non-compliant with any disqualification or rejection criteria specified elsewhere in this Tender document.



SECTION - III

A. COVERING LETTER FOR SUBMISSION OF BID (ON BIDDERS LETTER HEAD)

To
The Executive Director – Engineering
Al Engineering Services Limited (AIESL)
Old Airport, Santacruz (East)
Mumbai – 400 029

Subject: Submission of Bid – Tender No. EFD/Nag MRO/2025-26/001 dated 26 May 2025 for Operation and Maintenance of Engineering Facilities at AIESL MRO Facility, MIHAN SEZ, Khapri (Rly), Nagpur – 441108

Sir,

With reference to the above-mentioned tender, we hereby submit our Technical and Financial Bid for the Operation and Maintenance of Engineering Facilities at your MRO facility located at MIHAN SEZ, Khapri (Rly), Nagpur – 441108.

We confirm that this Bid has been submitted after carefully reviewing and fully understanding the entire tender specifications, terms, and conditions, including all Annexures provided by Al Engineering Services Limited.

We also enclose the details of the EMD amounting to Rs. 2,00,000/- (Rupees Two Lakhs only), paid via payment gateway link https://forms.eduqfix.com/aiengineering/add

Should our bid be accepted in full or in part, we hereby agree to abide by all the terms and conditions as stipulated in the Tender Document.

We further confirm that our bid shall remain valid for a period of 90 (ninety) days from the date of opening of the Tender.

Enclosure Details:

EMD Payment Details Transaction No.:			
Paid To: AI ENGINEERING SERVICES LIMITED			
Signed			
For			
Date			



B. TECHNICAL RESPONSE FORM

TENDER NO: EFD/Nag MRO/2025-26/001 dated 26 May 2025

Tender for Operation and Maintenance of Engineering Facilities in AIESL MRO facility at MIHAN SEZ, KHAPRI (Rly), NAGPUR 441108

TECHNICAL BID RESPONSE (ON BIDDERS LETTER HEAD)

We hereby provide our response to the subject Tender. All related supporting documents in support of our response have been enclosed herewith.

Instructions to Bidders:

- a) All fields must be filled. Use "Not Applicable (N.A.)" wherever necessary.
- b) Strike out whichever is not applicable.
- c) Any alterations in this form must be countersigned by the Bidder.
- d) If necessary, use additional sheets duly signed and attached.
- e) All supporting documents proving eligibility, registration, and legality must be enclosed.

1. Tender Details

Name of Contract:

Operation and Maintenance of Engineering Facilities in AIESL MRO facility at MIHAN SEZ, Khapri (Rly), Nagpur – 441108.

2. Bidder Details:

S.	Particulars	Details
No.		
1.	Name of the Company/Firm (Partnership/Sole Proprietorship)	
2.	Registered Office / Principal Business Address	
3.	Name of the Contact Person	
4.	Telephone Number	
5.	Mobile Number	
6.	Email Address	
7.	Nature of the Firm (Proprietorship / Partnership / Company)	
8.	Have any authorized partners/directors been involved in bankruptcy? If yes, are they now fully discharged by court?	Yes / No (If yes, provide details)



3. Statutory Registration Details:

S.	Document	Number	Date of	Valid	Enclosed
No.			Issue	Upto	(Yes/No)
Α	Certificate of Incorporation / Partnership				
	Firm Registration				
В	Contract Labour License (with latest				
Ь	renewal)				
С	PF Registration Certificate				
D	ESI Registration Certificate (17-digit code)				
Е	PAN Number		N/A	N/A	
F	GST Registration Number		N/A	N/A	
G	Copies of Contracts (Clause 1.10 (i) 7) -	Enclosed:			
G	Work Orders & Completion Certificates	Yes / No			

4. Compliance & Financial Information:

S. No.	Description	Yes/No / Value
1.	Total Number of Personnel	
2.	Latest GST Returns Enclosed	Yes / No
3.	Latest ESI Returns Enclosed	Yes / No
4.	PF Annual Return (FY ending March 2025)	Yes / No
5.	IT Returns for AY 2023–24, 2024–25, and 2025–26	Yes / No
6.	Signed & Stamped Tender Document (all aspects completed)	Yes / No

5. Financial Turnover Details:

Financial Year	Annual Turnover (Rs. in Lakhs)	Balance Sheet Enclosed (Yes/No)
2022–2023	Rs	Yes / No
2023–2024	Rs	Yes / No
2024–2025	Rs	Yes / No

6. Legal & Other Disclosures:

S. No.	Description	Yes / No	If Yes, Provide Details
1	Any Director/Partner/Proprietor convicted by Court of	Yes /	
1.	Law?	No	
2	Has the Bidder Company been blacklisted by any	Yes /	
2.	entity?	No	
2	Solvency Certificate from Nationalized/ Scheduled Bank	Yes /	
3.	(Min. Rs. 1.09 Cr) attached? (Duly certified by CA)	No	

7. Additional Information: If any additional information is to be furnished, it may be enclosed as a separate sheet and referenced here.



C CHECK SHEET OF DOCUMENTS:

I. Checklist of Documents to be Attached in the Technical Bid

S. No.	Description	Attached (√/X)
1. Self- Attested Copies of:		
А	Certificate of Incorporation or Partnership Firm Registration Certificate (Not required for Sole Proprietorship)	
В	Valid Contract Labour License (with up-to-date renewal)	
С	PF Registration Certificate (in Bidder's name)	
D	ESI Registration Certificate with 17-digit code (in Bidder's name)	
Е	PAN Card	
F	GST Registration Certificate	
G	PF Returns for year ending March 2025	
Н	Latest ESI Returns	
I	IT Returns for AY 2023–24, 2024–25, and 2025–26	
J	Latest GST Returns	
2.	Audited Balance Sheets for FY 2022–23, 2023–24, and/or 2024–25 (Signed by Proprietor/Director/Partner)	
3.	Copies of Contracts (Work Orders & Completion Certificates as per clause 1.10)	
4.	Company Profile	
5.	Solvency Certificate (from a Nationalized/Scheduled Bank of at least Rs. 1.09 Cr, CA certified, with specific validity mentioned)	
6.	Proof of EMD Payment (Rs. 2,00,000/-)	
7.	Undertaking on Stamp Paper of Rs. 100/-, duly notarized	
8.	Indemnity Bond on Non-Judicial Stamp Paper of Rs. 200/-, duly notarized	
9.	Power of Attorney, duly notarized (Authorizing bid signatory)	
10.	Tender Document duly signed, stamped, and completed in all aspects	
11.	Deviation Sheet (if any)	



The Employees' Provident Funds & Miscellaneous Provisions Act, 1952

D. UNDERTAKING (To be	executed on a Non-Judicial Stamp Paper of ₹100 and duly notarized)
We,	, having our registered office/principal place of business a
, w	ith reference to Tender No. EFD/Nag MRO/2025-26/001 dated 26 May 2025
hereby undertake the follow	ing:
We shall comply with all app	olicable labour laws, both Central and State, including but not limited to:
 The Employees' Stat 	e Insurance Act, 1948
The Workmen's Con	pensation Act, 1923

- The Payment of Wages Act, 1936
- The Minimum Wages Act, 1948 (Note: Correct year, not 1938)
- The Contract Labour (Regulation and Abolition) Act, 1970
- The Employers' Liability Act, 1938
- The Maternity Benefit Act, 1961

and any other applicable laws, as may be amended from time to time, in the event that the contract for providing operation and maintenance services, as mentioned in the said tender, is awarded to us.

We shall be solely responsible for any costs, liabilities, and consequences arising out of any breach and/or non-compliance with the aforementioned labour laws and other applicable statutory provisions. We shall indemnify AIESL (AI India Engineering Services Limited) against any claims, costs, penalties, or proceedings arising from any such non-compliance.

We further confirm that all required registrations and licenses under applicable local, state, and central laws—including but not limited to Provident Fund, Employees State Insurance, Income Tax, GST, Minimum Wages, etc.—shall be produced for verification by AIESL or any third party authorized by AIESL, Government of India, or any local authority.

We agree that the scope of work, as defined in the tender document, shall be carried out to the complete satisfaction of AIESL.

We also agree that AIESL or its authorized representatives, including any third party appointed by AIESL, may conduct spot and surprise checks at any time during the tenure of the contract.

We confirm that we have carefully read, understood, and hereby agree to abide by all the terms and conditions mentioned in the tender document.

We further confirm that the undersigned is duly authorized to sign this undertaking and all related tender documents on behalf of the company. The information provided in the tender is true and correct to the best of our knowledge and belief. All pages of the bid have been duly signed, and any overwriting has also been countersigned.

Date:	
Signature:	
Place:	
Name & Designation:	
Company/Partnership	Firm/Proprietary Firm Seal



E. INDEMNITY BOND (To be executed on ₹200 Non-Judicial Stamp Paper and Duly Notarized)

INDEMNITY BOND
(To be executed on ₹200 Non-Judicial Stamp Paper and Duly Notarized) This Indemnity Bond is executed on this day of, 2025, by
, having its Registered Office/principal place o
business at, hereinafter referred to as the
"Contractor" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to
include its successors and assigns).
WHEREAS, the Contractor, namely, has entered into
/ shall enter into an Agreement dated with AI Engineering Services Limited (hereinafte
referred to as "AIESL"), a Company incorporated under the Companies Act, 1956 and having its
Registered Office at 2nd Floor, CRA Building, Safdarjung Airport Complex, New Delhi – 110003 (which
expression shall, unless repugnant to the context or meaning thereof, be deemed to include its
successors and assigns).
AND WHEREAS, under the terms of the said Agreement, the Contractor shall provide facility
management services at the AIESL MRO Facility at MIHAN SEZ, Nagpur.
NOW THIS DEED WITNESSETH AS UNDER:
1. The Contractor agrees to keep AIESL indemnified against any claims, costs, damages, and
penalties arising from any breach of applicable Labour Laws, both Central and State.
2. The Contractor shall be solely responsible for ensuring compliance with all applicable Labour Laws
including but not limited to:
Employees State Insurance Act, 1948
Workmen's Compensation Act, 1923
 Employees' Provident Funds & Miscellaneous Provisions Act, 1952
 Payment of Wages Act, 1936
Minimum Wages Act, 1948 (corrected from 1938)
Contract Labour (Regulation and Abolition) Act, 1970
Employers' Liability Act, 1938
Maternity Benefit Act, 1961 and all other applicable legislation in force from time to time. The Contractor shall independ on ALESI
and all other applicable legislation in force from time to time. The Contractor shall indemnify AIESI against any cost, claim, remedy, or penalty resulting from any breach or non-compliance of the
aforementioned laws.
3. The Contractor agrees to obtain the requisite license under the Contract Labour (Regulation and
Abolition) Act, 1970 from the Labour Commissioner, Nagpur, within days from the date of issuance of the Letter of Intent (LOI), and shall submit a copy of the license to AIESL before the
commencement of services. If the Contractor is exempt from the provisions of the said Act, it shall

obtain a confirmation letter from the competent authority stating the same.



- 4. The Contractor shall indemnify AIESL against any claims arising under the Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Contract Labour Act, Workmen's Compensation Act, Labour Welfare Fund Act, or any other applicable laws during the validity of the Contract. The Contractor confirms that all relevant records—including Wage Registers, Muster Rolls, Bank Statements, and records of overtime, penalties, or advances—shall be maintained and produced upon request by AIESL or any third party, including Government Authorities.
- 5. The Contractor shall indemnify AIESL against any liability or claims arising from any accident or incident involving its personnel and/or contract labourers.
- 6. The Contractor shall indemnify AIESL for any claims, penalties, losses, or damages—including legal costs—arising from any breach of applicable laws, including labour laws. In the event of any failure to make good such losses or claims, AIESL shall have the right to deduct the same from payments due to the Contractor, including bills raised or security deposits.
- 7. It is clarified that the Contractor shall be solely liable for any injury, accident, death, or damage caused to any individual or property due to the negligence of its personnel during the performance of their duties, and shall indemnify AIESL and its employees against any related costs or liabilities, including legal expenses.
- 8. The Contractor confirms that necessary ESI and PF contributions will be made within the timelines specified under the applicable Acts throughout the contract period, and indemnifies AIESL against any associated liabilities or claims.
- 9. The Contractor undertakes to produce relevant records and documents, including return filings and payment receipts, related to ESI/PF and other statutory compliances, whenever required by AIESL, Government Authorities, or any third party. The Contractor further agrees to indemnify AIESL during the term of the contract and thereafter for any losses, payments, or penalties incurred due to non-compliance with applicable laws regarding its employees engaged under the contract awarded by AIESL.

10.	The	Contrac	tor als	so inder	mnifies	AIESL	and its	subsid	aries	from	any c	claims	or a	ctions	ınıtıa	ted	by
	ESI,	PF, or a	any otl	her sta	tutory a	authority	conce /	rning it	s wor	kforce	. Any	result	ing	losses	will	be t	he
	sole	respons	ibility (of the C	Contrac	tor.											

11. The Cor	tractor hereby	agrees to in	ndemnify AIESL	. against any	other clau	ses or pro	ovisions as	may
be refere	enced in Tende	er Ref. No		dated	, w	hich are a	applicable ι	under
this Inde	mnity Bond.							



IN WITNESS WHEREOF, the Contractor has executed this Indemnity Bond through its duly authorized representative on the date mentioned hereinabove.

Signed, Sealed & Delivered by (Name of the Contractor)	
,	
Through its: Director / Proprietor / Partner	
Signature:	
Name:	
Designation:	
J	
Seal of the Company/Firm:	
Witnesses:	
1. Signature:	
•	_
Name:	
Address:	
2. Signature:	
Name:	
Address:	



F. DEVIATION SHEET

DEVIATIONS FROM THE TECHNICAL SPECIFICATION, IF ANY, ARE LISTED UNDER.

IN CASE OF NOT DEVIATION, THIS PAGE SHALL BE CROSSED.

SI No.	Description of Deviation

Name, Signature & Seal of Bidder

SECTION IV

SPECIFICATIONS OF WORK

Name of Work: Operation and Maintenance of Engineering Facilities in AIESL MRO facility at MIHAN SEZ, KHAPRI (Rly), NAGPUR 441108, MAHARASHTRA.

1.1. Preamble:

Al Engineering Services Limited (AIESL) operates a state-of-the-art MRO (Maintenance, Repair and Overhaul) facility located within the MADC SEZ at MIHAN (Multi-modal International Hub Airport at Nagpur), Maharashtra. Spread over approximately 45 acres of land, this facility is equipped to handle a wide range of maintenance activities related to aircraft and engines. The MRO facility comprises two hangars, each measuring 100 meters X 100 meters, a Ground + One floor support building spanning approximately 24,000 square meters, at Engine Test Facility, along with other associated buildings, an apron area, and various supporting infrastructure.

1.2. Overview:

The scope of this tender includes the Operation and Maintenance of engineering facilities at the MRO. This encompasses periodical and routine maintenance, breakdown repairs, and day-to-day servicing of various engineering systems, including electrical, mechanical, hangar infrastructure, civil works, plumbing, as well as vehicles, ramp equipment, and workshop machinery provided within the facility. Detailed specifications and requirements are outlined in the tender document.

The contractor shall be responsible for providing the specified number of personnel—including highly skilled, skilled, and unskilled workers—along with the necessary equipment, tools, instruments, and services required to effectively execute the scope of work. The approximate number of workmen to be deployed at the MRO facility is indicated in the tender document; however, the actual number will be determined and communicated by AIESL based on operational requirements to the successful bidder/contractor. In the event that the manpower specified is found to be insufficient to fulfill the assigned tasks, the contractor shall be obligated to supply additional workforce as required. Any increase in contract value due to such additional manpower deployment—arising from operational exigencies—shall be limited to a maximum of 20% of the original contract value. The contractor will be paid based on the actual number of contract workers deployed and working at the site.

The Facility consists of following area/structures/ building,

- i) Hangars: (Two:each 100 M X 100M)
- ii) Support Building: Ground + one Floor (approx. 24,000 sqm)
- iii) Ground Support Equipment Building.
- iv) Energy Block
- v) Fuel Farms 2 nos., Waste fuel / Oil Collection tanks
- vi) Line Maintenance Building, Security Building and other miscellaneous buildings
- vii) Apron.
- viii) Fire Protection System Block

ix) Effluent Treatment Plant, Sewage Treatment Plant.

- x) Scrap yard, Parking area & lawn
- xi) Elect Metering room
- xii) Main gate & air side gates.
- xiii) Engine Test Facility Prep Shop 2000 sqm, Test Cell, Control Building (Gr + Two Floors), 33 KV HT Substation and ATF fuel farm

1.3. A. The details of Equipment / Services provided in the MRO:

- Hangar Door 26.3 m height X 206 m wide motorized Horizontal sliding 8 leaves
- 06 Nos. of Under Slung EOT Cranes with different capacities provided in the Hangars
- 04 Nos of Under Slung EOT cranes with different capacities provides in the various shops
- 960 TR AC Plant (320 TR X 3 Nos.) Water cooled Chillers, including 360 TR (45 TR X 8 Nos.) of Aircraft Cabin Cooling System provided
- 400 Hz Ground Power Units 8 Nos. of 90 KVA solid state, 2 Nos. of Portable 90 KVA GPU's and 2 nos. 50 KVA GPUs provided
- Fire detection & Fire Suppression Multi spectrum 3-IR flame detectors and Foam Deluge System
- 11 Nos. of Chain Pulley Blocks / electric Monorail/ Bridge Cranes of various capacities provided in Workshops
- Dust Collection System provided for the shops to treat Air volume of 85,000 Cum/hr
- 11,000 KVA (2 Nos. X 2500 KVA and 4 Nos. X 1500 KVA) capacity Transformers
- 750 KVA Diesel Engine operated Generator
- Ventilation / Supply air fans for Hangar and Building where AC not provided.
- 33 KV HT Panels
- Compressed Air System
- LT Panels, APFC Panels, Electrical distribution and all Lighting
- UPS. Inverters
- LV and ELV systems
- Data and Voice systems
- Water Supply System, drainage and sewage lines
- All Rolling Shutters
- 6 Nos. 525 Cum/ Hr Centrifugal pumps for supply of water to Foam System and Sprinkler System
- Lifts 2 Nos. freight and 1 No. passenger
- Building Management System
- Access Control System
- CCTV System
- Public Address System
- Fire Alarm System
- Rodent Control System
- Sewage Treatment Plant 35 Cum/ Day Capacity
- Effluent Treatment Plant 25 Cum/ Day Capacity
- Aircraft docks and access stands
- Vehicles / Ramp Equipment viz. fork lifts, battery operated trolley, Hydra mobile crane, Boom Lifts, Tractors, High lift etc.
- Workshop equipment
- Hangar equipment used for aircraft support and maintenance

B. The details of Equipment / Services provided in Engine Test facility

- 33KV HT System HT panel, 2 X 1250 KVA transformers, LT panels
- Compressed Air System
- LT Panels, APFC Panels, Electrical distribution and Lighting
- UPS , Inverters
- LV and ELV systems
- Data and Voice systems
- Water Supply System
- ATF Fuel Farm and pumping system
- 5 nos. Electrical Hoists
- Engine Handling System
- Fire Protection, detection and alarm system
- Split AC units
- Precision AC units for Control Room
- Ventilations fans suction and exhaust system
- Oil water separator
- Rainwater Harvesting system
- Engine Water Wash system
- Hydraulic Lift Platform

1.4. BROAD SCOPE OF WORK

The broad scope of services under the Facilities Management Services, are as follows:

1. Operation & maintenance of -

- HT & LT Electrical Systems (33 KV VCB Panel & 415 V LT Distributions)
- Diesel Engine operated Generating Set (750 KVA)
- UPS Systems
- HVAC (AC plant, other AC units and ventilation plants)
- Cranes (overhead / under slung)
- Dust collectors
- Plumbing & Sanitation
- Water supply systems
- Electrical / pneumatic outlets
- Fire Fighting Systems
- Compressed air system
- Solar heaters
- EPABX / UPS
- Building Management system
- Electrification of Hangar and Annexe building
- Vehicular Equipment such as mobile crane, Man lift, scissor platform, hydro lift etc.
- Aircraft docks and stands
- Building civil maintenance that include water supply, drainage and sewage lines

2. First line maintenance of

- Mechanized sliding door
- Utility pits, GPUs and PCAs
- Cranes
- BMS
- AC Chillers
- Lifts

Any intensive maintenance activity, which has to be done by an authorized OEM person will be arranged by AIESL. The contractor shall give necessary assistance to such personnel.

1.5. DETAILED SCOPE OF WORK

Working Hours and Schedule

The duty hours for workers engaged under this contract shall be 48 hours per week, inclusive of a 30-minute lunch break each day. The standard working pattern shall be six days a week, with specific work timings to be determined by AIESL and communicated to the contractor accordingly.

General Conditions

- The successful bidder shall be required to enter into a formal contract with AIESL, which will outline the scope of services to be provided, the minimum manpower deployment, their working hours, and provisions for on-call availability as necessary to ensure uninterrupted operations.
- 2. All services shall be carried out at timings convenient to AIESL and in a manner that does not interfere with normal office operations. The contractor must ensure the presence of supervisory staff on-site at all times to provide instructions and oversee the work of their personnel. All contractor employees shall be uniformed, maintain strict discipline, and adhere to the instructions of AIESL staff at all times. In the event of an emergency or when major repairs or works are required, the Official In-Charge (OIC) of the MRO (an AIESL Executive) must be informed immediately. Additionally, the contractor shall maintain detailed records of all complaints received and remedial actions taken, and these reports shall be submitted to the OIC on a monthly basis.
- 3. The contractor shall designate a single point of contact (SPOC) who will be available either on-site or at the contractor's office to coordinate all activities between AIESL and the contract workforce. The charges for the services of the SPOC shall be deemed included in the contractor's overall service charges, and no additional payment shall be made under this account.
- 4. The Site Engineers and Supervisors deployed by the contractor shall be responsible for the preventive and breakdown maintenance of all equipment, machines, accessories, and units as specified in this tender. They shall also be tasked with maintaining the Complaint (Call Log) Register to ensure proper tracking and resolution of issues. In addition, they will be responsible for coordinating with external agencies and Original Equipment Manufacturers (OEMs) relevant to their respective domains—Electrical, Mechanical, or Civil—to facilitate timely support and maintenance activities.
- 5. The equipment, other tools, instruments and aids required for undertaking the services are to be arranged by the Contractor.
- The contractor shall be fully responsible for ensuring compliance with and implementation of all applicable labor laws, regulations, and statutory requirements as mandated by the Central and State authorities.
- 7. Prospective bidders are strongly encouraged to visit the facility and familiarize themselves with the full scope of work, existing facilities, equipment, and the extensive area covered under the contract prior to submitting their bids.

8. AIESL will conduct a Pre-Bid Meeting at the Nagpur MRO facility exclusively for qualified bidders. Minutes of the meeting, along with any amendments to the tender documents, will be communicated to all qualified bidders. These minutes shall form an integral part of the contract.

- 9. The personnel deployed under this contract shall be employees of the contractor. The contractor shall be responsible for the allocation of work, supervision, and maintenance of discipline through designated Plant Engineers and Supervisors. The contractor will bear full responsibility for all aspects related to the wages, safety, welfare, health, and record-keeping of their deployed personnel in connection with the services rendered under this contract. Furthermore, the contractor shall promptly replace any employee whose performance is deemed unsatisfactory by AIESL.
- 10. After the award of the tender, no price escalation shall be permitted except for the following:
 - Yearly quoted increases as specified in the bid
 - Revisions in minimum wages mandated by the government
 - Changes in statutory payments in accordance with government guidelines
 - Amendments arising from changes in tender terms

These will be the only conditions under which price adjustments may be considered during the contract period.

- 11. The successful contractor shall ensure that all personnel deployed at AIESL premises strictly adhere to AIESL's security regulations, given the highly sensitive nature of the MRO facility. Prior to deployment, the contractor must conduct thorough verification of character and antecedents of all personnel through the Police Department. Additionally, the contractor shall ensure that no personnel engage in any illegal activities while on site.
- 12. The successful contractor shall ensure strict round-the-clock supervision of all activities covered under this contract. Continuous and effective coordination with the officer deputed by AIESL shall be maintained at all times. Additionally, the contractor will maintain regular communication with AIESL officials to ensure smooth execution and prompt resolution of any issues.
- 13. The personnel deployed by the successful contractor to perform the various tasks under this contract shall be employees solely of the contractor. AIESL will have no direct supervision or control over their work or conduct. Such personnel shall have no direct dealings with AIESL officials and shall have no claims, rights, or access concerning their employment or deployment beyond their contractual relationship with the contractor. The contractor shall be fully responsible for the payment of wages and other statutory benefits to their employees, in accordance with applicable laws and to the satisfaction of relevant government and statutory authorities.
- 14. The contractor shall strictly comply with all statutory obligations and legal requirements pertaining to the personnel deployed at AIESL premises under this contract. The contractor shall be solely and exclusively responsible for adhering to all relevant laws and regulations, including but not limited to the Provident Fund Act, ESI Act, Minimum Wages Act, Workmen Compensation Act, CLRA Act, Payment of Bonus Act, Payment of Wages Act, and any other applicable statutes. Any claims or disputes arising between the contractor and their employees shall be handled exclusively by the contractor. AIESL shall not be involved in, nor held responsible for, any such matters in any manner.

15. The contractor shall ensure timely remittance of all statutory dues, including Income Tax TDS, Profession Tax, Provident Fund, and ESI contributions, to the respective Government and statutory authorities throughout the duration of the contract without any default.

- 16. The contractor shall maintain comprehensive records of all electrical installations, substations, DG sets, UPS systems, lifts, firefighting equipment, cranes, lifting tackles, vehicular equipment, AC installations, compressed air receivers, fuel farms, Effluent Treatment Plants (ETP), and machines/equipment installed across various shops and hangars. These records shall be maintained in strict accordance with the statutory rules and regulations of the Central and State authorities, as well as guidelines provided by the Original Equipment Manufacturers (OEMs).
- 17. In continuation of point 16, the contractor shall also be responsible for monitoring, updating, and informing AIESL of any changes in the statutory requirements issued by Central and State authorities. The contractor shall proactively recommend appropriate measures to ensure continued compliance with such updated statutory obligations.
- 18. Preventive and breakdown maintenance of all systems covered under this tender shall be carried out strictly in accordance with the OEM manuals and check sheets available at the MRO facility. Should the successful bidder wish to propose improvements to the existing check sheets, service reports, or maintenance schedules, such modifications must be prepared by the bidder and approved by AIESL prior to implementation.
- 19. This contract includes the provision of labor, consumables, spares, and related materials as and when required for repair activities of all items within the MRO premises. Replacement of spares shall only be undertaken with prior approval from AIESL, and all procured spares must be genuine and sourced from OEMs or their authorized dealers. The cost of approved spares will be reimbursed at actual cost along with the contractor's monthly bills. Applicable GST will be payable extra. Additionally, a fixed 5% handling charge on the basic cost of spares subject to maximum of Rs. 25000/- per month, will be paid to the contractor to cover expenses related to transport, loading, and unloading. Reimbursement for spares will be processed with the monthly bills upon submission of valid invoices and delivery challans duly signed by the AIESL Engineer-in-Charge (EIC). No separate purchase order will be issued for spares.
- 20. All consumables such as solvents, oils, and greases required for engineering maintenance shall be payable extra, along with applicable GST. A fixed 5% handling charge on the basic cost of these items subject to maximum of Rs. 25000/- per month will also be payable to the contractor, consistent with the handling charges outlined for spares in Clause 19.

The Contractor, *inter alia*, shall be responsible for the following:

A. HT & LT POWER SUPPLY AND DISTRIBUTION

Conduct preventive and breakdown maintenance, along with detailed record-keeping, for electrical substations, transformers, panels (Bus Bar, HT, LT, AMF, Capacitor, Distribution), and the Electrical Control Panel room. This includes maintenance of switchgears, AC panels, garden lighting, water fountains, lift rooms, water pumps, power factor panels, UPS, and earthing systems. Coordination and

assistance from OEMs and statutory authorities during emergency situations shall also be managed.

- Carry out preventive and breakdown maintenance, along with record-keeping, of distribution boards for AC, lighting, power, and MCBs on all floors. Maintain lighting fixtures, power points, switches, fans, water pumps, motors, and related installations.
- Replace faulty lights and maintain all indoor and outdoor lighting installations on a continuous basis.
- Regularly check power factor and monitor APFC panels to ensure power factor correction and avoid penalties.
- Periodically inspect UPS systems, monitor load-sharing conditions, maintain battery banks, report faults, and coordinate with OEMs during their maintenance visits.
- Regularly check and maintain street lights, including solar lights and high mast installations.
- Coordinate with AIESL for the purchase of electrical consumables and spares as and when required.

B. **DIESEL ENGINE OPERATED GENERATOR**

- Operation of DG sets including preventive maintenance, routine checks, and minor repairs as required.
- Conduct preventive and breakdown maintenance along with accurate record-keeping of all maintenance activities.
- Perform daily and weekly no-load trials of the DG sets. Monitor diesel stock levels and report requirements for fresh stock timely.
- Liaise with AIESL for the timely procurement of diesel fuel.
- Maintain detailed records of maintenance and operational activities. Assist AIESL in license renewals and compliance with statutory authorities.
- Follow the statutory compliances under the environment laws for maintenance of DG sets.

C. LIFTS

- Monitor and carry out day-to-day maintenance of lifts inside the building, including operating (switching on/off) lifts as per office instructions. Continuously monitor lift performance and report any faults promptly to the AMC provider.
- Coordinate with the AMC provider during scheduled maintenance and ensure smooth execution of maintenance activities.
- Maintain detailed records of all maintenance activities and assist AIESL in license renewals and compliance with relevant statutory authorities.

D. WATER SYSTEMS – INDUSTRIAL WATER, DRINKING WATER, FLUSH WATER, SANITATION, RAINWATER HARVESTING

 Coordinate with MADC to ensure continuous water supply to the underground tanks within the premises.

- Operate water pumps to maintain uninterrupted water supply throughout the site.
- Perform day-to-day preventive maintenance of water distribution pipelines, including inspection of valves, detecting and repairing minor leaks. Ensure supply to water purifiers and coordinate with manufacturers for cleaning, servicing, and repairs of purifiers and water treatment plants to guarantee availability of potable water.
- Conduct preventive maintenance and cleaning of water dispensers, filters, and water coolers regularly.
- Report promptly to AIESL about any major pipeline repairs involving modifications, welding, or re-routing.
- Clean overhead and underground water tanks twice yearly (months to be fixed for each premises with prior written notices) and additionally as needed.
- Handle minor plumbing repairs, including pump and motor maintenance such as motor rewinding.
- Maintain, repair, and clear blockages in water and sewage drains, manholes, and chambers.
- Coordinate with AIESL for procurement of materials required for plumbing and sanitation works as necessary.
- Operate and maintain the Sewage Treatment Plant (STP) and Effluent Treatment Plant (ETP) efficiently.
- Ensuring that there is no water leakage / waste of water/drainage block / sewage line block in the facility.

E. FIRE FIGHTING SYSTEM - FIRE HYDRANTS, SMOKE DETECTORS & PORTABLE FIRE EXTINGUISHERS -

- Carry out preventive and breakdown maintenance along with proper record-keeping for all components of the Fire Protection System, including:
 - a. Hydrant pumps/motors
 - b. Jockey pumps/motors
 - c. Foam pumps/motors
 - d. Diesel engine-driven pumps
 - e. Pressure switches
 - f. Foam oscillators
 - g. Sprinklers, pipelines, and distribution valves
- Continuous monitoring and maintenance of the fire hydrant network, including hose pipes, nozzles, and associated accessories.

 Attend to minor breakdowns in jockey pumps and motors as the first line of maintenance.

- Conduct regular inspection, maintenance, and refilling of portable fire extinguishers across the premises.
- Assist AIESL in obtaining periodic certifications from statutory authorities such as the local Fire Department and MADC.
- Actively engage in actual firefighting during emergencies. Immediately inform AIESL
 and the nearest fire station in the event of any fire incident and maintain detailed
 incident reports.
- Support AIESL in organizing fire drills, training sessions on fire hydrant operations, and educating staff on emergency preparedness.
- Perform regular inspection and maintenance of smoke detection and fire alarm systems. Respond promptly to fire alarms, investigate the causes, implement corrective actions, and conduct periodic fire evacuation drills as directed by AIESL.

F. AIR CONDITIONING SYSTEMS

- Daily switching ON/OFF and monitoring of Air Conditioning (AC) Plants, Air Handling Units (AHUs), Portable Cooling Air (PCA) units in hangars, and other AC systems.
- Adjust temperature settings as per AIESL's operational requirements.
- Ensure uninterrupted maintenance of specified temperature and humidity conditions in sensitive areas like server rooms and equipment spaces.
- Perform routine checks and minor maintenance of AC systems including PCA units, cassette units, split ACs, AHUs, and precision cooling systems.
- Provide services for component replacement where required.
- Carry out periodic and breakdown maintenance of the following as per OEM guidelines and MRO protocols:
 - a) Central AC plants
 - b) Split ACs & cassette units
 - c) Precision air conditioners
 - d) Cooling towers, chillers
 - e) Motors, fans, and pumps
- Submit preventive maintenance and breakdown checklists and records to AIESL for review.
- All basic spares, consumables, and refrigerant gases required for routine maintenance/repair shall be supplied by the contractor. These costs will be reimbursed separately as per clause terms.
- Major repairs or replacements involving items such as chillers, compressors, or pumps will be arranged by AIESL.
- However, replacement services for motors and compressors in cassette/split ACs, refrigerators, etc., shall fall under the contractor's scope.

 Maintain proper records of operating status, repairs, and services of AC units, ventilation systems, and support coordination with OEM/AMC contractors for service updates.

- Operate and document the functioning of chilling machines, chilled water AHUs, refrigeration units, cooling towers, water heaters, and circulation pumps.
- Ensure regular and as-needed cleaning of ducts, air filters, and ventilation components across the facility.

G. AIR COMPRESSORS

- Switch ON/OFF and monitor compressor units and air dryers as per instructions from AIESL.
- Perform daily draining of moisture from compressors, moisture separators, and air receivers to ensure proper operation and prevent water buildup.
- Conduct periodic maintenance and minor repairs/replacements of:
 - a) Compressor units
 - b) Air dryers
 - c) Filters, valves, auto drain valves
 - d) Air receivers and associated accessories
- All maintenance activities shall be as per OEM manuals and procedures available at the MRO facility.
- Attend to breakdowns promptly and restore systems to operational condition.
- Submit preventive and breakdown maintenance check sheets regularly to AIESL for record and audit purposes.
- Maintain a detailed Log Book of daily operations, pressure readings, downtime, maintenance activities, and observations related to the compressed air system.
- All spares and consumables necessary for maintenance and minor repairs shall be supplied by the contractor.
- AIESL will reimburse these costs as per contractual terms.
- In the case of major repairs or replacement of large components such as compressors or motors, AIESL shall arrange the procurement; however, installation/commissioning support will be under the contractor's scope.

H. SOLAR LIGHTS AND WATER HEATERS.

- Switch ON/OFF and monitor the operation of water heaters and solar panels/cells as per instructions issued by AIESL.
- Ensure optimal performance and availability of heated water as required.
- Perform routine cleaning and general upkeep of solar PV panels to maintain efficiency and prevent dust accumulation.

 Carry out preventive maintenance of water heaters and solar systems as per OEM quidelines and schedules.

- Attend to any major repair requirements or component replacements in accordance with OEM manuals.
- If replacement of solar batteries is required, it shall be undertaken with prior approval of AIESL. The cost will be reimbursed at actuals upon submission of valid invoices from authorized dealers.
- Maintain detailed Log Records of operational status, performance, maintenance activities, and observations for all water heaters and solar systems.
- Ensure records are available for review by AIESL as required.

I. HOISTS AND CRANES

- The FMS Contractor shall provide necessary assistance for the operation of EOT cranes as and when required by AIESL.
- Normal operation of cranes shall be carried out by AIESL staff.
- An AMC has been awarded to another agency for the EOT cranes.
- The FMS Contractor shall extend full support and coordination to the AMC agency during their maintenance and servicing activities.

Further the cranes those are not covered under AMC (Chain pulley blocks / mono rails) shall be maintained by FMS Contractor as follows:

- Carry out routine and periodic maintenance of monorails and hoists as per the OEM manuals available at the MRO.
- Perform preventive and breakdown maintenance and maintain check sheets as prescribed by AIESL.
- Maintain comprehensive records of the operational status and service history of cranes and monorails.
- Maintain Complaint Logs, detailing faults, corrective actions taken, and proof load testing reports (conducted annually).
- For major repairs involving components such as gearboxes, Variable Frequency Drives (VFDs), brakes, or motor rewinding, AIESL will coordinate with the Original Equipment Manufacturer (OEM).
- These major repair works will be arranged by AIESL.

J. UTILITY PITS / GPUS

• The FMS Contractor shall provide assistance for operating the Utility Pits and Ground Power Units (GPUs) as and when instructed by AIESL.

- Carry out cleaning and de-watering of utility pits on a regular basis or as and when required to maintain hygienic and operational conditions.
- Perform periodic preventive maintenance of the Utility Pits in accordance with the OEM manuals and prescribed schedules.
- Ensure proper functioning of all electrical and mechanical components associated with the utility pits.
- Conduct regular checks and ensure operation of sump pumps located within or associated with the utility pits.
- Carry out minor repairs and maintenance of the sump pump system to ensure uninterrupted functioning.
- In the event of a breakdown, the contractor shall immediately inform AIESL if OEM expert assistance is required to address the issue.
- Maintain detailed records of the operational status of GPUs, consumption of spares, and preventive/breakdown maintenance activities.

K. HANGAR SLIDING DOOR

- Carry out routine checks and preventive maintenance of the hangar doors as per OEM guidelines/manuals, ensuring safe and efficient operation at all times.
- Perform regular cleaning of door tracks to remove debris, dust, and any obstructions that could hinder smooth door movement and to prevent premature wear and tear.
- Provide operational assistance to AIESL personnel for opening and closing of the hangar doors as and when required.

L. BUILDING MANAGEMENT SYSTEM

The FMS (Facility Management Services) Contractor shall provide necessary manpower assistance for the routine operation and maintenance of the Building Management System (BMS) installed at the AIESL MRO facility.

Scope Includes:

- Continuously monitor all BMS components including HVAC, lighting, fire systems, and other integrated systems to ensure optimal performance and immediate identification of anomalies.
- Liaise and coordinate with the BMS OEM for any required preventive maintenance and breakdown repairs.
- Provide on-ground assistance and facilitate access and operations during OEM visits.

• Maintain updated logs and status records of the BMS system, including fault reports, system alerts, preventive maintenance checklists, and OEM visit reports.

M. OPERATION AND MAINTENANCE OF VEHICULAR RAMP EQUIPMENT SUCH AS MOBILE CRANE, BOOM LIFT, SCISSOR LIFTS, FORK LIFTS etc.

- Operators assigned to heavy vehicles must possess a valid Heavy Vehicle Driving License issued by the appropriate government authority.
- Maintenance technicians should have proven experience in servicing and repair of heavy vehicles such as EICHER, TATA, and ASHOK LEYLAND.
- At least one specialized hydraulic system technician must be deployed for maintenance and troubleshooting of lifting equipment.
- Perform routine operation of all vehicular and ramp equipment as required by AIESL
- Ensure all equipment is operationally ready and safe for use on a daily basis.
- Carry out regular servicing of all vehicular equipment in accordance with the OEM maintenance manuals and prescribed service schedules.
- Maintain appropriate maintenance checklists and history logs.
- Daily monitoring of battery condition, including charge levels, terminal cleanliness, and water level.
- Perform minor repairs and adjustments, including:
 - a) Clutch and brake system adjustments
 - b) Starter motor troubleshooting
 - c) Hydraulic and mechanical system checks
 - d) Replacement of consumables and minor defective parts as approved.
- The cost of spares and consumable shall be reimbursed at actual on production of invoice from authorized dealers. Details of spare to be replaced shall be provided for approval and also mentioned in the invoice.

N. CIVIL WORKS &BUILDING MAINTENANCE

- The contractor shall carry out minor civil repair works including, but not limited to:
 - i. Leakage repairs
 - ii. Repairing minor cracks
 - iii. Replacing glass panes
 - iv. Plumbing works
 - v. Hangar roof and terrace leakage repairs
 - vi. Repairs in toilets
 - vii. Touch-up painting and related maintenance activities
- The cost of materials such as cement, sand, paints, and other consumables used for these repairs shall be reimbursed at actual cost on production of valid undisputed invoices.
- A fixed handling charge of 5% on the basic cost of these materials subject to maximum of Rs. 25000/- per month shall be payable extra to the contractor to cover transport, loading/unloading, and handling.
- Monitoring and reporting of major civil works those need to be done by AIESL.
- Minor Maintenance of aluminum, wood and glass doors, partitions and windows and repair of handles, locks, lockers, hardware etc.
- Maintenance of all signage in the building.
- Operation and First line Maintenance of sewage treatment plant and cleaning/blockage clearance of sewage lines/manholes.
- Maintenance of irrigation systems in gardening area.

Maintenance of Storm water drain, hangar roof drains, septic tank, sewage chambers

NOTWITHSTANDING ANYTHING SPECIFIED IN CLAUSES 1 TO 20 ABOVE, THE CONTRACTOR SHALL DEPLOY PERSONNEL AS REQUIRED BY AIESL FROM TIME TO TIME TO CARRY OUT ANY TECHNICAL WORKS ASSIGNED. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE INSTALLATION OF EQUIPMENT PROCURED BY AIESL.

1. DETAILS OF MIN STAFF TO BE DEPLOYED IN MRO			
SI.	Particulars	Category	Quantity
1	Plant Engineers	Technical (Ele/Mech / Civil)	3
2	Supervisor – Technical	Technical (Elec - 1 / Mech - 1)	2
3	Technician (High skilled)	Technician (High skilled)	2
4	Technicians (skilled)	LT Ele - 8, Mech (Fitter)-06, HVAC Tech-02, Fire Tech-01, Plumber-02 Nos, Diesel Mechanics-02	21
5	Technician Assistant (Un skilled)	Unskilled	08

The workforce numbers provided are approximate and intended for deployment at the MRO, Nagpur. In case of exigencies of work, AIESL may, at its sole discretion, utilize some of the contractor's personnel at its Engineering Maintenance facility in Mumbai. However, the contractor's scope of responsibility shall be limited strictly to the MRO facility at Nagpur.

The actual number of workers, category-wise, to be employed at the site shall be communicated by AIESL from time to time.

Any increase in contract value resulting from additional manpower deployment, necessitated by exigencies of work and subject to specific approval by AIESL, shall be limited to a maximum of 20% of the original contract value.

The contractor shall be paid for the actual no. of staff deployed at site.

2. QUALIFICATION / EXPERIENCE OF MAN POWER TO BE DEPLOYED

(i) Plant Engineers:

QUALIFICATION - BE/B Tech IN ELECTRICAL / MECHANICAL / CIVIL

Maximum Age – 45 (Forty five) years

Experience: At-least 10 (Ten) years of Facility Maintenance experience in Heavy INDUSTRIAL PLANT Maintenance and in MRO/Aviation/Airport field or Heavy Industry. Shall have thorough knowledge of facility maintenance, record upkeep, trouble shooting, preventive maintenance in respective fields and computer knowledge.

(ii) Supervisor – Technical:

QUALIFICATION - Diploma in ELECTRICAL / MECHANICAL

Maximum Age – 45 (Forty) years

Experience: At least 10 (Ten) years of Facility Maintenance experience (Hands on work experience). Shall have knowledge of facility maintenance, trouble shooting, preventive maintenance in respective fields and in MRO/Aviation/Airport field or Heavy Industry. Supervisor – Electrical should have valid HT license and should have hands on Experience on operation of HT Panels, Transformers and VCBs.

Technicians: All technicians irrespective of their trade necessarily shall have experience in MRO/Aviation/Airport field or Heavy Industry.

Maximum Age – 40 (Forty) years

- a) The HT Electrician (high skilled) shall be a Diploma holder or Industrial Trade Certificate (ITI) holder with relevant C" license to operate High Tension electrical installations with minimum 4 years' experience in the field.
- b) LT Electrician (skilled)shall be an Industrial Trade Certificate (ITI) holder with relevant "C" license to operate / low tension electrical installations with minimum 3 years of experience in the field including MRO/Aviation/Airport field or Heavy Industry.
- c) The Mechanical / Fire technician/HVAC / Plumber shall be an ITI Certificate holder / Diploma holder in Fire Engg having minimum of 3 years' experience in the same field including MRO/Aviation/Airport field or Heavy Industry and shall be conversant with operation, routine maintenance and fault fixing of mechanical equipment / FPS system/ or Machinist as per trade.
- d) Diesel Mechanic Qualification: ITI Diesel Auto Mechanic / Motor Mechanic. Maximum Age – 40 (Forty) Years He should have valid Heavy motor vehicle driving license and at least 3 years of experience including MRO/Aviation/Airport field or Heavy Industry, experience in vehicle maintenance/operation of hydra, forklift, trucks etc.
- (iv) Technician Assistant (TA): Unskilled

Maximum Age - 45 (Forty) years - TA shall be SSC/ 10th standard pass At least 01 year of experience in MRO/Aviation/Airport field or Heavy Industry.

SECTION V

TERMS AND CONDITIONS OF CONTRACT

1. Award of Contract, Acceptance, Commencement

- a. AIESL (AI Engineering Services Limited) will inform the successful bidder of their selection by issuing a Letter of Intent. The contractor must then sign a formal contract agreement with AIESL. This contract will follow a standard AIESL format, which will be sent along with the LOI. The agreement must be executed within 15 days of receiving the LOI. Once the contract is signed, AIESL will issue a formal Work Order, which will include the effective date of the contract.
- b. The duration of the contract shall be two years, unless curtailed or terminated earlier by AIESL for reasons specified in this agreement.
- c. If the services provided by the contractor are found to be satisfactory, AIESL may, at its discretion, consider extending the contract for a further period of one or two years, as applicable. Such extension shall be subject to the contractor's acceptance and shall be on the same terms and conditions, including the annual price escalation as agreed upon in the price bid.

AIESL expects that successful bidder under this contract to observe the highest standard of ethics and should not engage in activities that conflict with the interest of AIESL in this contract.

2. Material / Spares

In case of emergency requirements, spares and consumables shall be supplied by the contractor only with the prior written approval of AIESL. The contractor must clearly specify the necessity, item details, and estimated cost in the approval request. For reimbursement, the contractor shall submit the original invoice from the OEM/authorized dealer/seller along with the corresponding delivery challan indicating item details. Reimbursement of such expenses shall be made along with the monthly bills. Additionally, a handling charge equivalent to 5% of the basic cost of the item shall be payable to the contractor to cover conveyance and transportation expenses related to the supply of these spares.

3. Emergency work

The Contractor shall be solely responsible for attending to all and any emergencies that may arise at the Site. No additional payment shall be made by AIESL to the Contractor for undertaking such emergency work. However, any overtime wages paid to the Contractor's personnel and/or contract labour specifically for handling such emergencies shall be reimbursed by AIESL on an actual basis, subject to submission and verification of all necessary supporting documents.

4. Rates, Taxes and Duties

As AIESL's MRO facility is an approved SEZ (Special Economic Zone) unit, GST is exempted. AIESL's designated SEZ Consultant will assist the Contractor in preparing and processing the necessary documentation required to avail applicable tax

concessions. The Contractor shall be responsible for providing all requisite documents in a timely manner to facilitate this process.

All rates quoted in the bid shall be deemed to be inclusive of the cost of labour, materials, duties, royalties, taxes, local levies, and any other statutory payments, wherever applicable. No additional claims on account of such charges will be entertained by AIESL.

THE CONTRACT IS A FIXED RATE CONTRACT

All employee-related costs, including but not limited to wages, benefits, allowances, and other associated expenses, shall be factored into the rates quoted in the tender. No additional payment shall be made by AIESL beyond the agreed rates as per the Bill of Quantities (BOQ).

Except for the annual escalation as quoted and accepted, revisions due to minimum wage adjustments, and statutory payments mandated by Government regulations, no other revision in the quoted rates shall be entertained during the contract period.

5. STRUCTURES, PAYMENT OF WAGES & COMPLIANCES

- The contractor shall pay wages to all employees, including contract labour, strictly in accordance with the applicable minimum wages as notified by the Maharashtra Labour Commissioner for the Engineering Industry. The sole responsibility for compliance with this requirement shall rest with the contractor.
- The contractor shall be solely responsible for payment of all statutory dues including Provident Fund (PF), Employees' State Insurance Corporation (ESIC), Workmen Compensation, Professional Tax, Leave Encashment, Bonus, etc. All such components are to be included in BOQ Item A – Wages.
- Expenditures related to uniforms, personal protective equipment (such as safety shoes and helmets), paid leave, training, and other employee welfare costs shall be included under **BOQ Item B**. Additionally, all contractor overheads and profit margins are to be included in BOQ Item B, expressed as a percentage of BOQ Item A.
- Overtime wages for work performed beyond the normal working hours—solely due to AIESL's operational requirements—shall be paid by the contractor at applicable hourly rates. Such overtime must be pre-approved in writing by AIESL and will be reimbursed at actuals based on supporting documentation.
- The contractor shall be fully responsible for complying with all statutory requirements under applicable labour laws, including those mandated by the Labour Commissioner and other relevant authorities.
- The contractor must ensure that wages for work carried out during a month are credited to the workers' bank accounts on or before the 7th day of the following month.

 Disbursement of employee wages shall not be delayed under any circumstances, regardless of procedural timelines related to the processing of contractor bills by either the contractor or AIESL.

- The contractor shall obtain a valid Workmen's Compensation Insurance Policy covering all employees not covered under ESIC, clearly specifying the work location as AIESL MRO, Nagpur. A copy of the insurance policy must be submitted to AIESL before deployment, and the policy must be maintained valid for the entire contract duration. A corporate insurance policy listing the names of covered employees is acceptable.
- All costs related to obtaining and maintaining this insurance, including premiums, are deemed to be included in the contractor's overheads, and no separate reimbursement shall be made by AIESL.

6. COMPLIANCE WITH LABOUR LAWS

The Contractor shall ensure full compliance with all applicable labour laws, both Central and State, including their latest amendments. This includes, but is not limited to, the following statutes:

- i. The Employees' State Insurance Act, 1948
- ii. The Employees' Provident Funds & Miscellaneous Provisions Act, 1952
- iii. The Minimum Wages Act, 1948 (Note: the correct year is 1948, not 1938)
- iv. The Payment of Wages Act, 1936
- v. The Contract Labour (Regulation & Abolition) Act, 1970
- vi. The Workmen's Compensation Act, 1923 (Now subsumed under the Employees' Compensation Act, 1923)
- vii. The Employers' Liability Act, 1938
- viii. The Maternity Benefit Act, 1961
- ix. Any other labour or industrial law applicable from time to time during the tenure of the contract.

The Contractor shall be solely responsible for ensuring strict adherence to the provisions of the aforementioned Acts and for maintaining all records, registers, and documentation as required under the applicable laws.

Furthermore, the Contractor shall bear full responsibility for any costs, liabilities, or legal consequences arising out of any breach or non-compliance with the provisions of applicable labour laws. The Contractor shall indemnify and keep AIESL fully indemnified against any claims, demands, penalties, proceedings, or actions initiated by any statutory authority or third party, resulting from such breach or non-compliance.

7. PERSONNEL/STAFF ON THE SITE

- i. Presently, this work is being done through specially trained and experienced staff deployed by current O& M Contractor. These technical trainings have been imparted by Facility providers and OEMs. The contractor shall be solely responsible for verifying their qualification, experience and credentials as per the HR policy of contractor and AIESL's tender requirements. The contractor may provide new man power, meeting all tender conditions, at his discretion.
- ii. The contractor shall at all times employ an adequate number of experienced and trained personnel as required by AIESL to successfully perform the contracted jobs. The contractor shall strictly comply with all applicable labor legislations. Any non-compliance with this clause shall be grounds for immediate contract termination.
- iii. No separate training or training costs shall be provided or reimbursed by AIESL. Contractors are expected to factor experienced staff and training costs into their bids.
- iv. Before deployment, the contractor shall submit to AIESL the list of personnel with photo identification, address proof, police verification certificate, and educational qualification certificates. The contractor shall be fully responsible for the credentials and conduct of its employees.
- v. The contractor shall assume full responsibility for all staff, including contract labour, with respect to security measures at the Site, which lies within the prohibited area of MIHAN SEZ, Nagpur Airport. All security protocols mandated by AIESL Security

Department and BCAS shall apply. Personnel must be well-groomed and wear appropriate uniforms: pants, shirts, and shoes for male workers; suits or saris and shoes for female workers. Indecent behavior or suspicious activities by staff will be taken seriously, and suitable penalties as specified herein shall be imposed. The contractor shall maintain a daily attendance register, signed by the engineer or supervisor, and submit it to the Engineer-in-Charge (EIC) upon request.

- vi. If AIESL finds any deployed personnel unsatisfactory or involved in activities outside their contractual obligations, AIESL shall notify the contractor in writing. The contractor must replace such personnel within seven days of receipt of the notice. Failure to do so will result in denial of site entry for those personnel.
- vii. The contractor shall ensure timely payment of wages and salaries to its staff.
- viii. Employment of child labour is strictly prohibited and will result in immediate contract termination.
 - ix. The contractor shall arrange and ensure adequate firefighting training is imparted to all personnel before deployment.
 - x. The contractor shall maintain registers, work allocations, and checklists for each activity and record the work done by each employee, including contract labour, in a job register signed by the supervisor. A comprehensive monthly report detailing the work performed shall be submitted to AIESL along with the monthly invoice.
- xi. The contractor shall make available suitably skilled personnel to assist AIESL officials with miscellaneous tasks as required. The official requesting and supervising such work must be recorded in the job register. Unskilled workers may be deployed for loading/unloading at the Cargo department for MRO-related work if needed.
- xii. The contractor shall ensure that engineers, supervisors, and the facility manager have cell phone access at all times to facilitate communication. AIESL must be provided with a list of personnel names and their contact numbers.
- xiii. **SAFETY**: Safety is paramount. The contractor shall provide all necessary Personal Protective Equipment (PPE), and employees must use these at all required times. Supervisors and employees must prioritize personal safety. Any incidents or accidents must be reported to the AIESL official in charge no later than the next working day.

8. Emergency telephone Nos.

The Contractor shall provide an emergency telephone number, which shall remain accessible 24 hours a day, 7 days a week, throughout the duration of the contract. This number shall be attended by responsible personnel capable of taking immediate action upon receiving a call.

Upon receipt of an emergency call—such as incidents involving power failure, cable faults, bursting of water pipes, or other critical breakdowns—the Contractor shall ensure that appropriate technical staff are mobilized and reach the site within a maximum of one (1) hour from the time the call is received.

Failure to respond within the stipulated time may attract penalties as outlined in the relevant section of this contract.

9. Indemnity

i. The Contractor shall indemnify and hold harmless AIESL, its directors, employees, and subsidiaries from and against any and all claims, suits, losses, demands, proceedings, or liabilities of any kind arising out of or in connection with the performance of the Services, including but not limited to any non-compliance with statutory obligations, deficiencies, or failure to implement requirements under applicable laws, including labour laws, whether such claims are brought by the Contractor's employees or any third party.

- ii. The Contractor agrees to indemnify and keep AIESL indemnified against any and all claims, costs, damages, penalties, or liabilities arising out of any breach or non-compliance with applicable labour laws, whether under Central or State legislation.
- iii. The Contractor shall be solely responsible for ensuring compliance with all applicable labour laws, whether Central or State, including but not limited to:
 - a) The Employees' State Insurance Act, 1948
 - b) The Workmen's Compensation Act, 1923
 - c) The Employees' Provident Funds and Miscellaneous Provisions Act, 1952
 - d) The Payment of Wages Act, 1936
 - e) The Minimum Wages Act, 1948
 - f) The Contract Labour (Regulation and Abolition) Act, 1970
 - g) The Employers' Liability Act, 1938
 - h) The Maternity Benefit Act, 1961

as amended from time to time.

The Contractor shall be fully liable for any costs, liabilities, damages, or penalties arising from any breach or non-compliance with the above laws or any other applicable labour laws. Furthermore, the Contractor agrees to indemnify and hold harmless AIESL, its directors, officers, employees, and subsidiaries from and against any claims, demands, losses, costs, actions, or penalties arising out of such breach or non-compliance.

iv. The Service Provider shall indemnify and hold harmless AIESL, its directors, officers, employees, and subsidiaries from and against any claims, liabilities, losses, penalties, or expenses arising out of or in connection with any non-compliance with the provisions of the Minimum Wages Act, the Payment of Wages Act, the Employees' Provident Funds and Miscellaneous Provisions Act, the Employees' State Insurance Act, the Contract Labour (Regulation and Abolition) Act, the Workmen's Compensation Act, the Bombay Pune Labour Welfare Fund Act, and any other applicable Central, State, or local laws in force during the term of the contract, including those related to emoluments, allowances, and benefits payable to the workmen engaged by the Service Provider.

The Service Provider further confirms that all statutory records and documentation relating to the payment of wages and benefits—such as Wage Registers, Muster Rolls, Bank Transfer Statements, records of overtime, penalties, and advances paid—shall be accurately maintained and made available to AIESL and/or any authorized third party, including government authorities, upon request.

v. The Contractor shall indemnify and hold harmless AIESL from and against any liability, loss, claim, or expense arising out of any accident or incident involving the

Contractor's personnel and/or contract labourers during the performance of the Contract.

vi. The Contractor shall indemnify and hold harmless AIESL from and against any claim, penalty, loss, damage, or liability, including associated costs (such as counsel fees and legal expenses), arising from any breach or violation of applicable laws, including but not limited to labour laws, in relation to the Contractor's employees.

In the event of the Contractor's failure to make good any such claim, penalty, loss, or expense, AIESL shall have the right to recover the same by deducting the amount from any payment due to the Contractor under this Agreement, including invoices raised or from the security deposit, without prejudice to any other rights available to AIESL under law or contract.

- vii. For the avoidance of doubt, it is hereby clarified that the Contractor shall be solely liable for any accidents, injuries, death, or damage caused to any individual(s) and/or third-party property resulting from the acts, omissions, or negligence of its personnel during the performance of their duties under this Agreement.

 The Contractor shall fully indemnify and hold harmless AIESL and its employees from and against any resulting claims, losses, liabilities, damages, or expenses, including legal fees and counsel costs.
- viii. The Contractor further confirms that all necessary payments towards Employees' State Insurance (ESI) and Provident Fund (PF) contributions in respect of the workmen engaged by the Contractor shall be made in a timely manner, in accordance with the schedules prescribed under the applicable laws and regulations, throughout the duration of the contract.

 The Contractor shall indemnify and hold harmless AIESL from and against any claims, liabilities, penalties, or legal consequences arising from any non-compliance or default in connection with such payments during the term of this Agreement.
- ix. The Contractor hereby indemnifies and agrees to keep AIESL indemnified, both during the term of this Agreement and thereafter, against any losses, payments, penalties, or liabilities incurred by AIESL arising from any non-compliance by the Contractor with applicable laws, rules, or regulations relating to its employees and/or contract labour engaged under this contract.
- x. The Contractor indemnifies and shall keep indemnified AIESL and its subsidiaries against any claims, demands, or proceedings initiated by the Employees' State Insurance (ESI) Authorities, Provident Fund (PF) Authorities, or any other statutory bodies under applicable labour laws relating to the workmen deployed by the Contractor.

The Contractor further agrees to indemnify AIESL and its subsidiaries against any losses, damages, costs, or expenses arising from or in connection with any such claims or proceedings.

- xi. The Contractor shall execute an indemnity bond in favor of AIESL in this regard. The format of the indemnity bond is attached to the Tender Enquiry document.
- xii. The provisions of this Article shall survive the termination or expiration of this Agreement.

10. Payment Terms

Immediately upon receipt of the Contract Work Order, the Contractor shall, with the assistance of AIESL SEZ Consultants, register their firm with the SEZ Authorities as an AIESL MRO Contractor.

All invoices generated by the Contractor must be prepared in the approved SEZ format and submitted monthly through the SEZ Consultants to the following address:

AI ENGINEERING SERVICES LIMITED MRO Facility, MIHAN SEZ (Developed by MADC) Near Khapri Railway Station Nagpur – 441108, Maharashtra Attn: General Manager – MRO, Nagpur

- i) All invoices submitted by the Contractor must be accompanied by the following documents as proof of service provided:
 - a) Attendance sheets
 - b) Proof of statutory payments
 - c) Invoices for any materials procured, if applicable
 - d) Job completion report, jointly signed by the Contractor and the authorized AIESL representative
- ii) Commercially clear bills, submitted with all necessary supporting documents, shall ordinarily be settled within 30 to 45 (thirty to forty-five) days from the date of receipt at the AIESL MRO office in Nagpur. Payment will be made after verification of the work performed and after deducting applicable taxes, including TDS (Tax Deducted at Source), retention money, penalties, and any other applicable deductions.
- iii) The invoice, prepared in the prescribed format, must be duly accompanied by the following supporting documents for the respective month:
 - a) Details of work carried out
 - b) Service reports and checklists
 - c) Staff attendance records and overtime (OT) hours
 - d) Proof of payment to the Contractor's staff (such as bank statements showing salary payments)
 - e) Proof of statutory contributions including ESIC, EPFO, and Profession Tax payments, or alternatively, Form II containing wage details duly signed by each individual staff member.

AIESL's certification of invoices shall be based on the lower of the rate quoted by the bidder or the actual cost to company (CTC) paid to the staff.

- iv) The Contractor's invoices shall be prepared in accordance with the Bill of Quantities (BOQ). For BOQ Item A (Monthly Salaries of staff, including wages, employer contributions to ESIC/PF, and pro-rata Bonus), AIESL will reimburse the actual payments remitted by the Contractor to the respective employees' bank accounts, supported by bank statements. Additionally, AIESL will reimburse statutory employer contributions to PF and ESIC based on the respective challans submitted by the Contractor. Further, the Bonus amount reimbursed by AIESL will be limited to the actual amount paid by the Contractor to employees' bank accounts, in accordance with the applicable Bonus Act. The total reimbursement by AIESL for salary, statutory payments, and bonus for each employee category shall not exceed the rates quoted by the Contractor for the respective category.
- v) The Successful Bidder shall certify in writing, at the time of submitting their monthly bill, that all salaries and wages due for the preceding month have been fully paid and settled.

The Bidder shall also confirm compliance with all statutory deductions, payments, and deposits—including Provident Fund (PF), Employees' State Insurance (ESI), and other applicable legal requirements—in the format prescribed by AIESL.

vi) For the supply of spares or consumables, if any, the corresponding bills must be submitted along with the monthly bill. Such bills should be accompanied by the sanctioned slips and the original delivery challans duly signed by the EFD Executive. Bills submitted without these documents will not be accepted for payment.

viii) Dispute regarding payments

- a) In the event of any dispute regarding any payment under this Contract, AIESL shall withhold the payment due to the Contractor for the disputed period until resolution.
- b) Both the Contractor and AIESL agree to use their best efforts to resolve any invoice or payment disputes within thirty (30) days from the date the dispute arises.
- c) The payment timeline for the disputed amount shall commence from the date of the revised invoice issued in accordance with the mutually agreed resolution between the Contractor and AIESL.

11. Penalty for Poor performance, Non-performance or Damage caused

Penalty for payment poor service, negligence, or damage to AIESL property or the Site shall be imposed on the Contractor after providing written notice. Such penalty shall be levied for the relevant month and shall not exceed 5% (five percent) of the amount billed by the Contractor for that month.

12. Rate enhancement:

The rates finalized and agreed upon between the Contractor and AIESL shall remain firm and fixed for the entire duration of the Contract, including any extension period, except for adjustments due to increases in the Minimum Wages as notified by the Government. No other requests for rate increases shall be entertained during the validity of the Contract and any extensions thereof.

13. Compliance with all statutory requirements:

The Contractor shall be solely responsible for paying the staff deployed at the Site at least the applicable minimum wages for the Engineering Industry as notified by the Maharashtra Labor Commissioner, as revised from time to time. For categories of contract employees not covered under the Minimum Wages notification, wages shall be paid as per duly submitted BOQ.

The Successful Bidder shall be liable to pay not only the aforesaid wages but also overtime, compensation, notice pay, gratuity, bonus, and any other benefits mandated under applicable labour laws. AIESL shall not be held liable for any obligations or liabilities arising from the Contractor's failure to meet these requirements.

IMPORTANT NOTE- AFTER THE OPENING OF BIDS, IF IT IS OBSERVED THAT ANY BIDDER HAS QUOTED WAGE RATES LOWER THAN THE APPLICABLE MINIMUM WAGES FOR ANY SPECIFIC CATEGORY, THE BID OF SUCH BIDDER SHALL BE SUMMARILY REJECTED WITHOUT FURTHER EVALUATION.

14. Subcontracting the work

SUBCONTRACTING OF ANY PART OF THE WORK UNDER THIS CONTRACT IS STRICTLY PROHIBITED.

15. SECURITY REQUIREMENT:

- i) The Contractor shall produce the original Police Verification Certificates for all employees to be deployed at the Site prior to commencement of work. In the event of any change in personnel, the Contractor shall be responsible for submitting the updated Police Verification Certificates and proof of experience for the new employees before their deployment.
- ii) This requirement shall form an integral part of the Contractual Agreement, as the entire Airport premises, including the MRO facility, is designated as a "Prohibited Area." All Contractors awarded contracts shall be required to comply with this stipulation.
- iii) Contractors shall obtain such Police Clearance Certificate from Police Authorities (available against a fee) and they will submit this certificate giving works order reference on it, to the office of the Engineer-in-Charge designated by AIESL to be forwarded to our Security Dept., along with request for issuance of entry asses/identification badges. Expenses incurred for renewal / issue of Police clearance certificate shall be borne by the Contractor. Workers shall wear these badges at all times, while on duty and the same shall be easily visible. Any such staff failing to do shall upon complaint of the departmental representative/ security staff/ occupants be taken off the duties and shall not be reassigned these duties by the Contractor thereafter.
- iv) The Contractor shall promptly remove from the premises any of their employees/personnel who, in the opinion of AIESL representatives or Security staff, are found to be negligent in the performance of their duties or whose presence on the premises is deemed objectionable. Such individuals shall not be redeployed without prior written approval from AIESL.
- v) The Contractor shall strictly adhere to the security requirements of AIESL. It shall be the responsibility of the Contractor to verify the antecedents of all employees proposed to be deployed at the Site and to obtain Police Clearance Certificates for each individual. These certificates shall be submitted to the Security Department of AIESL prior to the commencement of work.
- vi) All expenses related to compliance with security requirements, including but not limited to obtaining Police Clearance Certificates, identity badges, and any other mandated procedures, shall be borne solely by the Contractor.

16. Safety Requirements:

The Contractor shall, at their own expense, provide all necessary safety measures and related facilities to the manpower deployed at the Site. This shall include, but not be limited to, personal protective equipment (PPE) such as helmets, safety belts, gloves, and other safety gear as required. The Contractor shall also take adequate steps to ensure that such equipment is used properly and consistently by the workers.

Additionally, the Contractor shall make appropriate provisions for the prompt evacuation, transportation, and medical treatment of workers in the event of any accident or injury occurring during the course of work.

17. Accidents on Site

In the event of any accident involving serious injury, damage to human life, or death of any employee or contract labourer of the Contractor occurring during the course of work, the Contractor shall be solely liable for all consequences arising therefrom. This includes, but is not limited to, timely reporting to the appropriate statutory authorities, conducting necessary inquiries, and making all payments of compensation as required under applicable laws. AIESL shall bear no responsibility or liability in such matters.

18. Stationary

The Contractor shall bear the cost of all necessary items such as stationery, telephone, computer, printer, and any other equipment or materials required for the proper execution of work and maintenance of related records.

19. Dispute & Differences, Jurisdiction and Governing Law.

- a) The decision of the Executive Director, AIESL, with respect to the performance of the Contract, imposition of penalties for delay, and payments for any extra work carried out, shall be final and binding on the Contractor.
- b) In the event of any other dispute or difference arising out of or in connection with this Contract, the Parties shall endeavor to resolve the same through mutual negotiations. If the dispute is not resolved within fifteen (15) days from the commencement of such negotiations, the matter shall be referred to a sole Arbitrator to be appointed by the Chief Executive Officer (CEO) of AIESL.
- c) The venue of the arbitration proceedings shall be at EFD, MRO AIESL, Nagpur. The arbitration shall be conducted in the English language and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the Sole Arbitrator shall be final and binding on both Parties. The costs of the arbitration shall be borne equally by the Parties, unless otherwise directed in the award.

20. Termination

i) Termination by AIESL

AIESL can terminate with immediate effect upon written notice in the following cases:

- a) If the Successful Bidder is a sole proprietorship or partnership firm, and the sole proprietor or any partner is adjudged bankrupt or otherwise insolvent, or an order for the administration of their estate is made against them, or they initiate liquidation proceedings under any applicable insolvency law in force in India, or make (or attempt to make) any assignment of assets, composition, or arrangement for the benefit of their creditors.
- b) If the Successful Bidder is a company, and bankruptcy or liquidation proceedings are initiated or are likely to be initiated against it, or if it enters into or is likely to enter into any arrangement or compromise with its creditors generally, or if a liquidator, receiver, or similar officer is appointed over any part of its assets.

c) If it comes to the knowledge of AIESL that the Successful Bidder has obtained the Contract through non-bonafide means during the competitive bidding process and/or has made any misrepresentation, misleading statement, or false declaration in the bid or the Contract.

- d) AIESL reserves the right to terminate the Contract at any time during its term, without assigning any reason and without incurring any liability, by providing the Successful Bidder with thirty (30) days' prior written notice.
- e) In the event the Successful Bidder fails to carry out the services to the satisfaction, requirements, or standards of AIESL, AIESL reserves the right to terminate the Contract by issuing thirty (30) days' written notice. AIESL shall be free to procure the services from another agency or party at its sole discretion, with all additional costs and risks to be borne by the Successful Bidder. AIESL also reserves the right to recover from the Successful Bidder any losses or damages sustained due to unsatisfactory performance under the Contract.
- f) In the event of any breach of the Contract by the Successful Bidder, AIESL shall have the right to terminate the Contract by providing seven (7) days' written notice. AIESL also reserves the right to recover from the Successful Bidder any losses or damages incurred as a result of such breach.
- g) In the event of the Service Provider's failure to comply with any of the terms and conditions of the agreement, AIESL shall have the liberty to terminate the Contract by giving seven (7) days' written notice, without any liability or obligation, and may forfeit the security deposit.
- h) This Contract may be terminated by AIESL in the event of a force majeure circumstance that prevents the fulfilment of contractual obligations.

ii) Termination by the Successful Bidder

- a) The Successful Bidder may terminate this Contract by providing three (3) months' prior written notice in the event of a breach of the Contract by AIESL.
- b) The Successful Bidder may terminate this Contract in the event of a force majeure circumstance that prevents the fulfillment of contractual obligations.

iii) Effects of termination/expiry of the Contract

- a) Upon termination or expiry of the Contract, the Contractor shall, within seven (7) days, remove all employees, vehicles, equipment, fittings, fixtures, and other paraphernalia belonging to the Contractor from the Site in a smooth and orderly manner, ensuring no damage is caused to the Site.
- b) Any damage to the Site caused by the Contractor during the removal of its employees, vehicles, equipment, fittings, fixtures, or other paraphernalia shall be repaired and made good by the Contractor. The Contractor shall be responsible for renovating, refurbishing, or repainting the Site, or any part thereof, if damaged or destroyed at the time of vacating the Site. In the event that such renovation, refurbishment, or

repainting is not feasible, the Contractor shall compensate AIESL monetarily for the damage incurred.

- c) In addition, the Contractor shall return to AIESL all details, plans, technical data, maintenance schedules, related correspondence, and any documentation in its possession pertaining to the Services. AIESL shall pay all sums due to the Contractor under the Contract, after making any applicable deductions.
- d) In the event that the Contractor fails to remove its employees, vehicles, equipment, fittings, fixtures, and other paraphernalia from the Site within the specified period, AIESL shall be entitled to the following rights:
 - 1. To remove any and all property belonging to the Contractor remaining at the Site, at the Contractor's cost. AIESL shall not be liable for any civil or criminal action arising from such removal.
 - To deny access to the Contractor, its employees, agents, and servants from entering or remaining on the Site, except for the purpose of removing their vehicles, articles, effects, and belongings if not previously removed. Any unauthorized entry shall be deemed trespassing.
 - To take all necessary steps to prevent such trespass, without liability for any loss, damage, or injury caused to any person or property during enforcement of these rights.
 - 4. The rights set out in sub-clauses (1), (2), and (3) are independent, cumulative, and without prejudice to any other remedies available to AIESL by law or contract.

21. Force Majeure

- i. Neither the Successful Bidder nor AIESL (each a "Party" and collectively, the "Parties") shall be deemed in breach of any obligation under this Contract if prevented from performing such obligation, in whole or in part, due to an event of Force Majeure.
- ii. An event of Force Majeure shall include, but is not limited to, acts of God, governmental actions, fire, earthquake, gale, flood, storm, lightning, explosion, accident, industrial disputes (excluding those involving the Service Provider's employees), epidemic, pandemic, civil commotion, power failures or shortages, travel restrictions imposed by governmental authorities, unavailability of usual transportation, hostilities, revolution, public disorder, riots, war (declared or undeclared), warlike operations, acts of terrorism, boycotts, embargoes, rebellions, sabotage, epidemics, quarantines, government sanctions or restrictions, or any other event beyond the reasonable control of either Party.
- iii. A Party affected by such an event shall promptly notify the other Party in writing, providing full particulars of the Force Majeure event. The affected Party shall use all reasonable efforts to mitigate the impact of the event, allocate available resources to continue performance, and keep the other Party informed of the steps being taken.

iv. If the Force Majeure event continues for a period exceeding three (3) months, either Party may, after mutual consultation, terminate the Contract.

v. For the avoidance of doubt, any payment obligations of AIESL shall be suspended during the period affected by the Force Majeure event.

22. Confidentiality Clause:

The Parties agree to keep confidential the terms and conditions of this Agreement, as well as all information, documentation, designs, and any other materials ("Confidential Information") that come to their knowledge during the course of this Agreement. Neither Party shall disclose such Confidential Information to any third party, including but not limited to the media (print or electronic), nor use it for any purpose other than fulfilling their obligations under this Agreement, without the prior written consent of the other Party. Notwithstanding the foregoing, Confidential Information may be disclosed to any Government or Regulatory authority where such disclosure is required by law.

Exclusions from Confidentiality Obligations: The obligations of confidentiality under Clause 22 shall not apply to any information that the Receiving Party can demonstrate by cogent evidence:

- (a) Was already lawfully in the possession of the Receiving Party or its Representatives prior to its disclosure by the Disclosing Party, without any pre-existing obligation of confidentiality owed to the Disclosing Party;
- (b) Is or becomes part of the public domain or generally available to the public through no wrongful act, fault, inaction, or breach of this Agreement by the Receiving Party or its Representatives;
- (c) Is lawfully received by the Receiving Party or its Representatives from a third party who is under no obligation of confidentiality to the Disclosing Party and is entitled to disclose such information;
- (d) Is independently developed by the Receiving Party or its Representatives without any use of, reference to, or reliance on the Disclosing Party's Confidential Information; or
- (e) Is approved for release or disclosure by express prior written authorization from the Disclosing Party.

23. Representations and Warranties to be given by the Successful Bidder in the Contract.

The Successful Bidder represents and warrants to AIESL that all statements below are true and shall remain valid and binding throughout the term of the Contract:

i. It is duly incorporated and validly existing under the laws of its jurisdiction of incorporation.

ii. It has the requisite power, authority, and legal right, and has taken all necessary actions to execute, deliver, and perform its obligations under this Contract. The Contract constitutes a valid, legal, and binding obligation enforceable against it in accordance with its terms.

- iii. The execution, delivery, and performance of this Contract do not and will not conflict with or result in a breach of any applicable laws, rules, regulations, authorizations, or approvals of any governmental body, nor violate any agreement, decree, or order to which it or its assets are subject.
- iv. It shall employ personnel who are qualified and competent to perform the Services. Payment of all salaries, wages, provident fund, gratuity, and other statutory dues for its personnel is the sole responsibility of the Successful Bidder. Such personnel shall not be deemed employees of AIESL.
- v. It shall prevent encroachment, trespass, dumping of waste or debris, and unauthorized construction on the common or open areas at and around the Site. It shall file complaints with the appropriate police authorities as necessary and coordinate with AIESL for assistance in removal, including arranging police protection.
- vi. It shall compensate AIESL for any damage or loss caused to the premises, equipment, or property of AIESL or any third party due to negligence or improper performance by its personnel.
- vii. It shall perform all its obligations under the Contract with due care, skill, diligence, and in a professional and business-like manner.
- viii. It shall comply with all directions and instructions issued by AIESL from time to time.
- ix. It has no knowledge of any violation or default under any court order, writ, injunction, decree, or legally binding order that could materially adversely affect its ability to perform under the Contract.
- x. It has complied in all material respects with all applicable laws and has not been subject to any fines, penalties, or legal actions that may materially impair its ability to perform its obligations.
- xi. There are no pending or threatened actions, suits, proceedings, or investigations that could materially impair its ability to perform under the Contract.
- xii. It is solvent and able to pay its debts as they fall due, has not undergone any insolvency or bankruptcy proceedings, and no receiver, trustee, or liquidator has been appointed over its assets.
- xiii. It is not in breach of any agreement with lenders or creditors.
- xiv. All applicable taxes have been duly paid, and all tax filings have been made timely and correctly. There are no ongoing disputes with tax authorities.
- xv. It shall be responsible for all taxes, duties, levies, fines, and penalties related to the fees payable under the Contract as per applicable laws.

xvi. It shall obtain and maintain all necessary permissions, licenses, and approvals required for performing the Contract. Failure to obtain or maintain such permissions shall render the Successful Bidder liable to indemnify AIESL for any resulting losses, costs, or damages.

24. ADDRESS OF THE OFFICES FOR CORRESPONDENCE

OFFICE ADDRESS:

GENERAL MANAGER – MRO
AI ENGINEERING SERVICES LIMITED.
ENGINEERING FACILITIES DIVISION,
PLOT NO.01, SECTOR 9, MIHAN, SEZ (DEVELOPED BY MADC),
NAGPUR-441108
Email: cmm.mro-nagpur@aiesl.in

25. ADDRESS FOR GRIEVANCE:

EXECUTIVE DIRECTOR - ENGG

AI ENGINEERING SERVICES LIMITED 4TH FLOOR, HANGAR 3, OLD AIRPORT SANTACRUZ (E), MUMBAI- 400029 Email: edaiesl.bom@aiesl.in