

**GEM/2024/B/4984547**

**Subject: e-Tender for engaging a Service Provider for providing Aviation Warehouse Management Services to AIESL on All India basis**



**Issued by:**  
**AI Engineering Services Limited (AIESL), HQrs.**  
**New Delhi-110003**

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

## DISCLAIMER

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, or no responsibility or liability will be accepted by AI Engineering Services Ltd. (AIESL) or any of its employees, about the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFQ is not an offer by AI Engineering Services Ltd., but an invitation. No contractual obligation on behalf of AI Engineering Services Ltd., whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of AI Engineering Services Ltd. and the Bidder.

The information is provided on the terms and conditions set out in this Tender.

This Tender is not an agreement and is neither an offer nor an invitation by AI Engineering Services Ltd. to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and commercial offers according to this Tender.

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

AI Engineering Services Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever, caused arising from reliance of any or Bidder upon the statements contained in this Tender.

Any information / documents including information / documents about this Tender or subsequently provided to Bidders and/or successful Bidder and information / documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation is not subject to disclosure as public information/ documents.

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

## **NOTICE INVITING TENDER (NIT)**

AI Engineering Services Limited (hereinafter referred to as "AIESL"), a company incorporated under the Companies Act 1956, having its registered office at 2<sup>nd</sup> Floor, CRA Building, Safdarjung Airport Complex, Delhi - 110003, India invites online Bids (Single stage - Two Bid System with Part I - Technical Bid & Part II - Price Bid) from eligible Bidders (hereinafter referred to as "Bidders") meeting the Technical Bid Evaluation Criteria mentioned at Section A of the Tender and also complying with other terms and conditions of the subject Tender, for Aviation Warehouse Management Services in AIESL in PAN INDIA (Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata and Nagpur) on comprehensive basis in complete accordance with this Tender.

<b>Services required</b>	<b>Estimated Tender value</b>	<b>Earnest Money (INR)</b>	<b>Remarks</b>
Aviation Warehouse Management Services	Rs. 5.40 crores excluding GST	₹ 2,00,000/-	Bidders must submit the Earnest Money Deposit (EMD) (in INR) along with Technical Bid as mentioned in Guidance to Bidder

## **PURPOSE OF THE TENDER**

AI Engineering Services Limited (Public Sector Undertaking), the biggest DGCA approved MRO set up in India that can serve as a one-stop-shop for all commercial aircraft engineering requirements at major Airports with pan India footprint, i.e. Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata and Nagpur.

AIESL requires appointing a Service Provider for its Warehouses at its major bases, viz. Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata and Nagpur for performing the services as mentioned in Section B – Scope of Work. For this purpose, AIESL is inviting e-Bids from the Service Providers to quote for these services in Two Bid e-Tendering System with Part I - Technical Bid (Section D) & Part II - Price Bid (Section E) and/or if any additional task desired by the regulatory authorities, the same should be complied with by the Service Provider at no additional cost.

## **SUMMARY OF BIDDING INFORMATION**

Tender No. & Name of the Tender	<b><u>GEM/2024/B/4984547</u></b> e-Tender for Aviation Warehouse Management Services in AIESL Single stage - Two Bid System with Part I - Technical Bid & Part II - Price Bid.
Selection Criteria	Least cost selection L-1
Date Issued	27.05.2024
Pre-Bid Conference (If required)	<b>03.06.2024</b>
Venue of Pre-Bid Conference	<b>(Online)</b> interested Bidders may send their request to <a href="mailto:sanjay.meena@aiesl.in">sanjay.meena@aiesl.in</a> to participate in the Pre-Bid meeting
Process to raise pre-Bid queries.	Bidders may send pre-Bid queries in writing to <a href="mailto:sanjay.meena@aiesl.in">sanjay.meena@aiesl.in</a> before pre-Bid meeting. Queries raised in writing will be discussed during the pre-Bid Meeting. Verbal or telecom queries will not be entertained prior to or during the pre-Bid meeting.
Place of submission of Bids	Online Bids to be submitted at GeM portal only ( <a href="https://gem.gov.in">https://gem.gov.in</a> )
Last date of receipt of email queries from the prospective Bidders	<u>As per GeM notification</u>
Closing date and time for submission of Bids ("Due Date / Time")	<u>As per GeM notification</u>
Opening of Part 1- Technical Bid	<u>As per GeM notification</u>
Extension of Due Date / Time	The Due Date / Time of submission of e-Bid documents and opening of e-Bids may be extended at any time, at the sole discretion of AIESL.
Time, and date of Opening of Price (Financial) Bid would be intimated later only to the Bidders shortlisted in Part.	Separate mail will be sent to the technical qualified Bidders.
Earnest Money Deposit (EMD)	₹ 2,00,000 (Rupees Two Lacs Only)
Mode of EMD payment	Bank Transfer
E-Mail Address of Communication for any clarifications.	<a href="mailto:Sanjay.meena@aiesl.in">Sanjay.meena@aiesl.in</a>

## **SECTION A - (GENERAL TERMS AND CONDITIONS)**

### **1) TERMS AND CONDITIONS GOVERNING THE BID**

- i. AI Engineering Services Limited (herein after referred to as “**AIESL**”), invites Single stage - Two Bid System with Part I - Technical Bid & Part II - Price Bid from eligible Bidders meeting the Bid evaluation criteria specified in this Tender, for obtaining the Services as mentioned in Section B (Scope of Work).
- ii. The Technical Bid (Section D) and Price Bid (Section E) criteria that the Bidder should satisfy for selection as the Service Provider have been mentioned hereto.

### **2) DEFINITIONS**

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

- i. The term “AIESL”, shall mean ‘AI Engineering Services Limited’, a company incorporated under Companies Act 1956.
- ii. The term "Bidder" shall mean the entity who has submitted the sealed/closed Bid for this Tender through its authorized signatory.
- iii. The term "Contract" shall mean the agreement entered between AIESL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- iv. The term "Days" shall mean the working days of AIESL.
- v. The term "Services" shall mean the services to be provided by the Successful Bidder as mentioned in the Tender.
- vi. The term "Successful Bidder" or the "Service Provider" (SP) shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- vii. The term "L-1" means Bidder with the lowest quote, and "L-2" means Bidder with the second lowest quote.

### **3) SUBMISSION OF BIDS**

- i. Bidders must ensure online submission of the Technical Bid and the Price Bid proposals, clearly mentioning the Tender number and Bid type (Technical Bid or Price Bid).

PART I: This shall be named “Technical Bid”.

No Price Bid related information shall be mentioned in the Technical Bid.

PART II: This shall be named “Price Bid” and shall comprise of Bill of Quantity and Price.

- ii. If for some reason, the Bid Due Date / Time or the Bid opening date is declared a holiday, then the Bid Due Date / Time or the Bid opening date will automatically stand extended to the same timings of the next working day. In the event of the receipt of the Bid after the Due Date / Time, the Bid shall be rejected. AIESL reserves the right to reject any Bid in part or full or annul the Tender process without assigning any reasons.

- iii. The Bid shall be furnished under Single Stage – Two Part Bidding system i.e., Technical Bid and Price Bid, as mentioned in NIT. AIESL invites Bids from interested Bidders to provide on-line Bids on GeM Portal <https://gem.gov.in> for Aviation Warehouse Management Services in AIESL Pan India Locations (Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata and Nagpur) through open Tender, considering Least cost criteria (L-1) for selection. The complete Tender can also be downloaded from AIESL's official website [www.aiesl.in](http://www.aiesl.in).
- iv. AIESL reserves the right to itself to postpone and/or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, Bidders shall not be entitled to any compensation, in any form, whatsoever.
- v. Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions.
- vi. Vague and ambiguous replies and replies such as "Refer covering letter, conditions of Bid, etc. shall be avoided. Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the AIESL.
- vii. The Bidders in their own interest are advised to be very careful while mentioning their rates in Price Bid in electronic form.
- viii. The Aviation Warehouse Management Services covered by Bid specifications shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the Bidder, clarification may be sought from the AIESL before submission of its Bids. Bidder is advised to accept all the conditions specified in the Bid document, to facilitate early finalization of its Bids. Separate set of commercial conditions (such as Bidders' standard printed conditions) enclosed with the offer and any reference thereto may render the Bids liable to summarily rejection.
- ix. The Bidders shall submit rate analysis / bifurcation of quoted price, if so desired by AIESL.
- x. Any addition, deletion or substitution in the Bid document is not permitted. Failure to do so may render the Bid liable for rejection. The Contract shall be for the Scope of Work, based on the 'Bill of Quantity and Price' submitted by the Bidder.
- xi. The Bidders must submit their Bids online as mentioned in section 1 - Notice Inviting Tender (NIT) under Single Stage – Two Part Bidding process i.e., Technical Bid and Price Bid. Selection will be based on Least Cost L-1 criteria.
- xii. Bids received through any other mode will not be considered.
- xiii. Bids received late, or Bids that are incomplete or those, which are not in the prescribed format, will be rejected.
- xiv. Bids should be neatly filled / typed, all pages duly Numbered, duly Signed and Stamped on every page by an Authorized Signatory of the Bidder. Unsigned Bids will be rejected.
- xv. The rates quoted in the Price Bid should be clearly typed / written in figures



and words, free from over typing or over writing. The corrections, if any, must be authenticated by the full Signature of the person, who has Signed the Bid.

- xvi. The Price Bids should be in Indian Rupees (INR) only.
- xvii. Conditional discounts / credits, if any, shall not be given any consideration in the evaluation.
- xviii. AIESL reserves the right to accept or reject, in whole or in part, any of the Bids, without assigning any reason whatsoever at any stage.
- xix. All information related to the price quoted by the Bidders should be given only in the Price Bid format. The Technical Bid should not contain any indication of the price. In case the price quoted is indicated in the Technical Bid, the Bid will be rejected, without any reference to the Bidder. No further correspondence will be entertained in this regard.
- xx. The Bids are to be submitted after careful study and examination of the Tender document, and after obtaining a full understanding of the requirements. The Bidders are therefore advised to study the Tender document carefully before submitting their Bids. The submission of a Bid will imply that the Bidder has read this Tender, its terms & conditions, and has fully understood the Scope of Work, specifications, project execution and solution implementation requirements.
- xxi. The Agreement would be signed between AIESL and the Bidder selected for award of the Contract. The Bidders must confirm its willingness to sign such Agreement containing the entire principal terms and conditions of this Tender document.
- xxii. AIESL reserves the right of not awarding Contract to any of the Bidders.
- xxiii. No Bidder shall submit more than one Bid against this Tender document. In case more than one Bid is received, only the last submitted Bid would be considered by AIESL.
- xxiv. Determination of whether the Bid complies with the Tender requirements or not will be at the sole discretion of AIESL.
- xxv. No advance / pre-delivery payment term will be accepted by AIESL.
- xxvi. Costs, if any, to be borne by AIESL in respect of the Project Implementation should be clearly indicated by the Bidders in the Price Bid giving the break-up thereof, element wise.
- xxvii. The Price Bid must be complete in all respect and no representation whatsoever would be entertained by AIESL for inclusion of any other cost head / cost after the opening of the Price Bid. The prices quoted should remain firm / fixed for the entire term of the agreement excepting the wage increases. Withdrawal or unilateral modification of the Bids shall constitute a breach of terms of the Tender and the Bids shall be liable for rejection thereof. No representations from the unsuccessful Bidders shall be entertained with respect to the evaluation of their Bids by AIESL, whatsoever.
- xxviii. The Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions.
- xxix. The Bidders are advised to study the Tender carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the e-Tender with

the full understanding of its implications.

- xxx. The issue of this e-Tender does not imply that AIESL is bound to select a Bidder. Notwithstanding anything contained in this e-Tender, AIESL reserves the right to reject any Bid and to annul the Bidding process and/or reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. If AIESL rejects or annuls all the Bids, it may, at its sole discretion, invite all eligible Bidders to submit fresh Bids hereafter.
- xxxi. The Bidders shall bear their costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, delivery Fees, expenses associated with any demonstrations or presentations which may be required by AIESL, or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will remain with the Bidders and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the Bidders in preparation or submission of their Bids, regardless of the conduct or outcome of this Tender process.
- xxxii. Bids prepared by the Bidders shall contain all requisite information along with supporting documents as per details provided in the Technical Bid.
- xxxiii. The Price Bid of only those Bidders who are found technically suitable during technical evaluation would be opened. The opening date and time of Price Bids would be intimated to all the technically qualified Bidders to enable them to attend the Price Bid opening.
- xxxiv. If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected.
- xxxv. Price Bids should be submitted strictly as per the Format of Price Bid in Section E.

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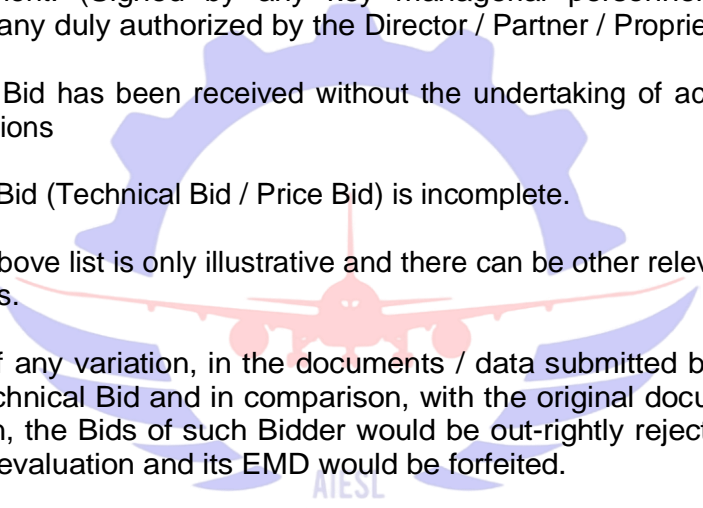
**5) OPENING OF BIDS**

On the date of opening of Tender, only the Technical Bids will be opened. Price Bids of only those Bidders who are qualified after the evaluation of the Technical Bids will be opened. Intimation will be sent to only those Bidders who qualify after the evaluation of the Technical Bids. No correspondence in this regard will be entertained with the Bidders.

**6) REJECTION OF BIDS**

- a) The Bid shall stand rejected if the Bidder submits an incomplete Bid, i.e. where only the Technical Bid or only the Price Bid is received.
- b) The Technical Bid should not contain any indication of the price related to the Price Bid. In case an indication of such price quoted is included in the Technical Bid, the Bid will be rejected without any reference to the Bidder. No correspondence will be entertained in this regard.
- c) The Bids received after Due Date / Time shall not be considered.
- d) The Bids are liable to be rejected forthwith, i.e. without being evaluated, on the following grounds:



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- i. If only the Technical Bid has been received and the Price Bid has not been received, and vice-versa.
  - ii. If the Bids/Tender has not been signed by the Authorized Signatory of the Bidder. (Signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor on his/her behalf).
  - iii. If the Technical Bid has been received without EMD / Bid Security Declaration, as the case may be and the EMD has been submitted in a mode other than as specified in the Tender document.
  - iv. If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested, and/or submission of illegible copies or unexplained materials and/or Bids not received as per the desired formats & Bidding instructions.
  - v. If the Price Bid indication has been provided in the Technical Bid response.
  - vi. If the Bid response is not presented neatly and corrections if any are not duly authenticated with full authorized signatures of the person who has signed the Bid document. (Signed by any key managerial personnel or an officer of the company duly authorized by the Director / Partner / Proprietor in this behalf).
  - vii. If the Bid has been received without the undertaking of acceptance of all terms & conditions
  - viii. If the Bid (Technical Bid / Price Bid) is incomplete.
  - ix. The above list is only illustrative and there can be other relevant grounds of rejection of Bids.
- e) In case of any variation, in the documents / data submitted by the Bidder in support of the Technical Bid and in comparison, with the original documents during technical evaluation, the Bids of such Bidder would be out-rightly rejected / disqualified during technical evaluation and its EMD would be forfeited.
  - f) If the price indicated in the Price Bid is conditional.
  - g) If the Price Bid is not submitted in the format described in Section E in the Tender document.
  - h) In case the Bidder being an MSE unit as specified in Clause 12 of Section A, fails to submit a copy of the relevant MSE certificate and the required Bid Security Declaration Form along with the Technical Bid.

## **7) AMENDMENTS / CLARIFICATIONS AND EXTENSIONS**

Amendments and Extensions, if any, to this Tender, will be hosted on AIESL portal at [www.aiesl.in](http://www.aiesl.in) & on GeM portal at <https://gem.gov.in>. The Bidders are, therefore, advised to visit above mentioned websites regularly for the aforesaid amendments / updates / extensions as applicable, till the date of closing of the Tender. In case there is a change in Service Details / Requirements / Terms & Conditions after the release of the Tender but before its Due Date / Time, the Bidders who have submitted their Bids shall have an option to re-submit their Bids, if they choose to do so, within the extension period as may be specified by AIESL. For avoidance of doubt, it is hereby clarified that the last Bid submitted by the Bidder will be considered the final Bid.

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

- i. suspend and/or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions relating thereto.
- ii. consult with any Bidder to receive clarification or further information.
- iii. retain any information and/or evidence submitted to the AIESL by, on behalf of, and/or concerning any Bidder;
- iv. independently verify, disqualify, reject, and/or accept all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the AIESL, its employees, agents, and advisers, from any and all liability for claims, losses, damages, costs, expenses, or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

#### **8) TENDER FEE**

Besides GeM portal, the Tender is also available for download free of cost basis from Tender section of the AIESL website [www.aiesl.in](http://www.aiesl.in). There is no fee for the Tender Documents.

#### **9) VALIDITY OF BID, PRICES, GOVT. DUTIES / LEVIES, ETC.**

- a. The price quoted by the Bidders shall be valid for a period of 120 (One Hundred Twenty) days from the date of opening of the Technical Bid. Any Bid whose validity is less than 120 (One Hundred Twenty) days shall be summarily rejected.
- b. The service quantum to be available could vary  $\pm 25\%$  from that as indicated in the Tender to accommodate fluctuations in demand between the date of release of the Tender and the date of award of the Contract. The Bidder must maintain the quoted/contractual price for these variations in quantity during the Contract Period.
- c. The price offered / agreed shall remain firm till the completion of the Contract and subject to the terms & conditions of the Tender / Contract.
- d. The Bidders should commit to passing on the benefit to AIESL of reduction in statutory taxes, etc., by the Government, during the period of the Contract.
- e. During the Contract Period, if for any reason there is a downward revision in the prices, the Successful Bidder shall pass on the benefits of the same to AIESL.

#### **10) PERIOD OF CONTRACT**

The Contract Period would be 02 (Two) years from the date of execution of the Contract ("**Contract Period**"). However, AIESL reserves the right to extend the Contract Period for a further period of 01 (One) year at the same rate, terms, and conditions, subject to the mutual consent between AIESL and the Successful Bidder.

## 11) **MODIFICATION OF BIDS**

- a) The Bidders can modify or withdraw their Bids after the Bid submission but before the Due Date / Time of submission of the Bid, provided that written notice of the modification / withdrawal is received by AIESL before the Due Date / Time of submission of the Bid. The last modification of the Bid as provided by the Bidder shall be considered their final Bid.
- b) In case of withdrawal of the Bid, the Bidder is required to submit a withdrawal letter addressed to:

DGM (PPMM), NR  
AI Engineering Services Limited  
New Avionics Complex  
IGI Airport, Terminal II  
New Delhi - 110037

The cover containing the Bidder's withdrawal letter shall carry the superscription of the word "Withdrawal of Bid for Tender No. **AIESL/PPMM/**\_\_\_\_\_ Tender for Aviation Warehouse Management Services in AIESL."

- c) No Bidder shall be allowed to modify/withdraw its Bid during the period after the Due Date / Time for submission of Bids and before the expiration of the period of Bid validity.
- d) Withdrawal / modification of Bid, during the time mentioned above, shall result in the forfeiture of the EMD submitted by the Bidder.

## 12) **EARNEST MONEY DEPOSIT (EMD)**

- a) The Service Provider shall submit an EMD of Rs. 2,00,000 (Rs. Two Lakhs only) through Electronic Bank transfer to the AIESL Account Number and Bank Particulars, given below at (e) along with the Technical Bid.

### **Note:**

- i. EMD in any other mode other than what is specified above will not be accepted.
  - ii. It is hereby clarified that the EMD paid through cash and/or cheque shall not be accepted by AIESL.
- b) EMD will be interest free.
  - c) EMD of the unsuccessful Bidders will be refunded within 45 days after completion of the Tender process and award of the Contract in favor of the Successful Bidder.
  - d) EMD of the successful Bidder will be returned after receipt of Security Deposit or Bank Guarantee in lieu thereof as stated in the clause of Security Deposit. EMD will be forfeited in the event of Service Provider withdrawing or modifying their Bid or fails to abide by any terms of the Tender, after opening of the Bids or deviates or derogates from the conditions of the Tender or if the successful Bidder declines / refuses to accept the Letter of Award (LOA) and execute the Contract, or declines to furnish the Security Deposit.

- e) The EMD must be submitted through net banking using the following details:

Name of the Bank	State Bank of India
Branch Address	New Delhi
Account Holder's Name	AI Engineering Services Limited
Account Type	Current
Account Number	00000033029526378
IFSC Code	SBIN0000691

- f) If the Successful Bidder seeks exemption from submission of EMD, it must submit the relevant documents.

If the Bidder is an MSE unit and claims exemption from submission of EMD, in such an event the Bidder shall submit a copy of the relevant MSE certificate at the address mentioned in the Tender along with the submission of the Technical Bid, for their Bid to be considered as per the Tender.

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

**13) EXEMPTION / PREFERENCE TO MSE UNITS**

- i. As per Public Procurement Policy for Micro and Small Enterprises (MSEs) preference will be provided to MSEs as per the prevailing policy as formulated by the Ministry of Micro, Small and Medium Enterprise of Govt. of India. MSEs must be registered with any of the following to avail of the benefits / preference available vide Public Procurement Policy MSEs Order, 2012
- A. District Industries Centers (DIC)
  - B. Khadi and Village Industries Commission (KVIC)
  - C. Khadi and Village Industries Board
  - D. Coir Board
  - E. National Small Industries Corporation (NSIC)
  - F. Directorate of Handicraft and Handloom
  - G. Any other body specified by the Ministry of MSME.
  - H. Udyog Aadhaar (UDYAM)
- ii. MSEs participating in the Tender must submit the certificate of registration with any one of the above agencies indicating the details of the Tendered item along with their Bid.
- iii. The MSEs registered with District Industries Centers must submit the Acknowledgement of Entrepreneur Memorandum (EM) Part-II along with their Bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit

a valid NSIC registration certificate along with their Bid.

- iv. The registration certificate issued from any one of the above agencies must be valid as of the close date of the Tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.
- v. The MSEs, who have applied for registration or renewal of registration with any of the above agencies / bodies but have not obtained the valid certificate as of the close date of the Tender, are not eligible for exemption/preference.
- vi. **Exemption from submission of EMD:** EMD does not apply to MSE units only.
- vii. **Security Deposit:** The Successful Bidder (MSME / Non-MSME) will be required to submit the Security Deposit as applicable on the Contract value. However, in the case of MSE Bidders, the Security Deposit/Bank Guarantee can be submitted on a yearly basis, renewable every year.
- viii. **Price Preference:**

The MSMEs registered with above mentioned agencies/bodies for the Tendered Service and quoting price within price band of L1+15% (fifteen per cent) shall also be allowed to supply a portion of requirement by bringing down their price to the price quoted by L1 in a situation where the price quoted by the L1 Bidder (the "L1 Price") is from other than a MSME and such MSME shall be allowed to supply total Tendered value/service. In case of more than one such MSMEs are in the price band of L1+15% and matches the L1 Price, the 20% value shall be shared proportionately, if it can be divided, else the complete contract shall be allocated to the MSME unit.

- ix. An MSME Unit will not get any purchase preference over another MSME Unit. MSMEs will also be entitled to the payment terms of 45 days' credit.

Note: Above policy of extending benefits is meant for the procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.

#### **14) SECURITY DEPOSIT / PERFORMANCE GUARANTEE**

- a. The Bidder who qualifies for the award of the Contract will have to deposit with AIESL a sum of rupees which is 5% (Five percent) of the total value of the Contract towards an interest-free Security Deposit, within 2 weeks of receipt of the Contract. The Security Deposit is to be paid by way of an Account Payee Demand Draft, Banker's Cheque, Bank Guarantee (BG) issued from any commercial bank, in favor of 'AI Engineering Services Limited', payable at Delhi.
- b. In case of submission of Security Deposit (SD) by Bank Guarantee (BG), it may please be noted that the original BG must be forwarded by the Bank directly to AIESL through registered AD (Acknowledgement) as per the detailed procedure which will be advised to the Successful Bidder. The expenses incurred towards submission of the Security Deposit / Bank Guarantee will have to be borne by the successful Bidder.
- c. Security Deposit if provided by way of Bank Guarantee shall be furnished on non-judicial stamp paper of appropriate value and in the prescribed format, as per Annexure-D.
- d. The Security Deposit / Bank Guarantee will be refunded/returned without interest within 60 days of the successful completion of services against the Contract after adjusting for damages, if any, that may be imposed under the terms of the Contract.



- e. Validity of the SD/BG would be 60 days after the scheduled completion of all obligations under the Purchase Order / Contract.
- f. The SD/BG will apply to successful MSME Units also.
- g. In case of MSME Bidder, the Security Deposit can be deposited on a yearly basis, renewable every year. The second year Bank Guarantee should be valid for a period of 60 days beyond the Contract Period on successful extension of contract on mutual agreement.
- h. In case, Security Deposit is not deposited as per the terms of the Tender and the Contract, before the commencement of the Services, the bills presented by the Successful Bidder shall not be processed for payment till the time the Security Deposit is deposited by the Successful Bidder. In the event the Security Deposit is not deposited by the Successful Bidder within 45 days from the date of award of the Contract, AIESL reserves the right to terminate the Contract and re-issue a fresh Tender for providing the Services under the Contract at the sole risk and cost of the Service Provider.
- i. In case of breach of Contract or violation of any terms of the Contract, the Security Deposit shall be forfeited / Bank Guarantee be invoked.
- j. Such Security Deposit shall not bear any interest and shall be refunded without interest only on successful completion of the Contract and upon fulfillment of all Contractual obligations after a period of 3 months from the expiry of the Contract Period.

**15) PRICE NEGOTIATION**

As a general norm price negotiations are not carried out by AIESL with the Bidders. Negotiations, if at all, shall be an exception and may be held for better pricing with the L1 only.

**16) ELIGIBILITY & EVALUATION CRITERIA FOR TECHNICAL BID (STAGE 1)**

- a. The Technical Bids would be first evaluated for compliance. AIESL reserves the right at its sole discretion to seek whatever information, documents, etc. from the Bidder as it may consider necessary for the purpose of evaluation of the Bids.
- b. In the event, the Bidder fails to provide any information or a document sought by AIESL, the Bid of that Bidder is liable to be rejected by AIESL. However, at its sole discretion AIESL reserves its right to seek any information/ document as it deems necessary. No correspondence in this regard shall be entertained.
- c. The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned under Section C and Section D, and other requirements of the Tender, would be considered for the next stage of the Tender process of **Price Bid evaluation** and they would be duly intimated by email.

**Eligibility criteria:**

Following are the eligibility criteria for the bidders:

- i) The Bidder must be a Limited Company registered under Indian Companies Act, 1956/2013 or a partnership firm or a sole proprietorship firm or a private limited



company duly registered under the concerned acts applicable for conducting business in India. Please attach copy of the relevant Deed/Registration document, as applicable.

ii) Experience:

The Bidder should have experience of having successfully completed warehouse management services during last 07 years ending 31.03.2024, should be either of the following:

- a) Three warehouse management services costing not less than the amount equal to Rs. 2,16,00,00/- . OR
- b) Two warehouse management services costing not less than the amount equal to 2,70,00,000/- .OR
- c) One warehouse management service costing not less than the amount equal to 4,32,00,000/- .

iii) Turnover:

Average Annual financial turnover of the Bidder should not be less than Rs. 1,62,00,000/- (Rs. One crore sixty-two lakhs) in last three financial years during the last five Financial Years from 01.04.2018. Please furnish self-attested copies of audited accounts for the three financial years.

iv) IT Returns:

IT Return pertaining to the three Financial Years as mentioned above in (iii) to be provided by the Bidder. Please submit copies of the IT Returns for the three years.

- v) PAN and GST Registration are must. The Bidder shall submit the copies of the documents.
- vi) ESI Registration and PF Registration are must. Please submit the relevant Registration copies.
- vii) The Bidder should have clearance from BCAS to deploy manpower in the respective Airport restricted areas in Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata and Nagpur. A copy of the same should be included by the Bidder.

However, the Bidders not having BCAS clearance as on date of bidding may also participate in the Bid with undertaking that they shall obtain necessary clearance from BCAS within 45 days from issuance of LoA (Letter of Award). In the interim, the selected Bidder shall start the services for non-BCAS areas.

viii) The Bidder must submit EMD or applicable exemption letter.

- ix) The Bidder shall have a working office in each of the location (Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata and Nagpur). Proof of Rent Agreement / Electricity Bill, etc. to be attached.

(Note: In case the Bidder is not having a working office in any of the locations, then the Bidder must attach an undertaking to arrange a working office in these locations within 30 days of issuance of LOA.)

**17) AWARD OF CONTRACT / AGREEMENT, ACCEPTANCE, COMMENCEMENT / EXECUTION**

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

- i. The Successful Bidder must convey acceptance of the Letter of Award (LOA) / contract within 07 days of receipt of the same and provide their bank details with a canceled cheque.
- ii. The Successful Bidder must commence the Services within 45 days after execution of the Acceptance of LOA.
- iii. The Successful Bidder shall execute the Contract within 30 days of acceptance of LOA. The cost towards the preparation, negotiation, and execution of the Contract shall be borne by the Successful Bidder.

#### **18) FRAUDULENT PRACTICES**

- i. AIESL requires that Bidders observe the highest standard of ethics during the Bidding process and execution of contracts. In pursuance of this, AIESL defines, for the purposes of this provision, the terms set forth below as follows:
  - a) **“Corrupt practice”** means the offering, giving, or soliciting of anything of value to influence the action of a public official in the procurement process or contract execution; and
  - b) **“Fraudulent practice”** means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the AIESL and includes collusive practice among Bidders (before or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive AIESL of the benefits of free and open competition.
- ii. Shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract.
- iii. Shall declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period if, at any time, AIESL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- iv. Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent / corrupt practices during the currency of the Contract.
- v. Bid Security Declaration will be applicable, or the Security deposit shall be forfeited, as the case may be in addition to the above-mentioned remedies which AIESL shall have.

#### **19) CONTRACT MANAGEMENT**

The contract administration would be the sole responsibility of the PPMM department of AIESL.

#### **20) CONTRACT SURVIVABILITY**

In the event, the Successful Bidder is acquired by or merges with another company / entity / organization by operation of law or in any other manner, the terms and conditions of the Tender/Contract applicable to the Successful Bidder shall remain in full force, and effect on the new entity and the Successful Bidder shall at all times remain liable to

AIESL, with regard to the obligations mentioned herein. AIESL shall, however, have the discretion and option to terminate the Contract in such an event.

**21) ERRANT BIDDERS**

In case, after Price Bid opening, if the L-1 Bidder does not accept the contract or is not awarded the Tender for reason solely attributable to such L-1 Bidder, for reasons as mentioned in this Tender, thereof leading to retendering, AIESL shall apply clauses of the Bid Security Declaration submitted by such Bidder and such Bidder shall be debarred for a period up to 01 (one) year from participation in the next Tender for the subject services as well as against any Tender inquiry for any service sought by AIESL and its sister concerns at all locations. AIESL further reserves the right to blacklist the Bidder for a period of up to 03 (three) years.

**22) JURISDICTION**

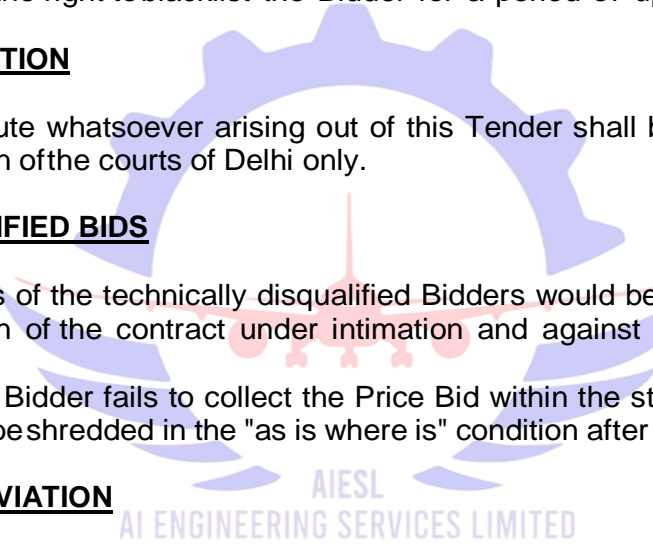
Any Dispute whatsoever arising out of this Tender shall be subject to the exclusive jurisdiction of the courts of Delhi only.

**23) DISQUALIFIED BIDS**

Price Bids of the technically disqualified Bidders would be returned to them after the finalization of the contract under intimation and against acknowledgment from the Bidders.

In case a Bidder fails to collect the Price Bid within the stipulated 30 days' time, the Bid shall be shredded in the "as is where is" condition after the expiry of 30 days' time.

**24) ZERO DEVIATION**

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- i. Bidders are advised to quote strictly as per the terms and conditions of the Tender and not to stipulate any deviation/exceptions. This is a zero-deviation Tender, and no deviation shall be permitted.
  - ii. Bidders are advised to note that taking a deviation from the following terms and conditions of the Tender may lead to the rejection of their Bids:
    - a. Firm / Quoted Price throughout the Contract Period and the extension period
    - b. EMD
    - c. Scope of Work
    - d. Special Conditions of Contract
    - e. Functional terms and conditions
    - f. Service Delivery / Completion Schedule
    - g. Period of Validity of Bid
    - h. Performance Bank Guarantee / Security Deposit
    - i. Arbitration / Resolution of Dispute
    - j. Service Level Expected (SLE)
    - k. Force Majeure
    - l. Statutory Compliance with Applicable Laws
    - m. Registration of PF & ESIC in the name of the Firm

- n. All the pages of the Tender must be mandatorily signed and stamped by the authorized signatory along with the supporting documents as asked in the Technical Bid. (Signed by any key managerial personnel or an officer of the company duly authorized by the Director / Partner / Proprietor on his behalf).
- o. All documents in support of the Tender must be submitted in accordance with the checklist as per the Check sheet attached in Section-F.
- p. Any other condition specifically mentioned in the Tender elsewhere that non-compliance of the clause shall lead to rejection of the Bid.

## **25) SUBMISSION OF BILL**

The Service Provider shall tender monthly Tax Invoice (Consolidated bills should be submitted within every First Week of the month to DGM (PPMM) of the respective location) for the Aviation Warehouse Management Services provided to AIESL. A checklist and original documents in support of various Charges indicated in the bill should accompany each bill. Any bill not accompanied by a checklist and one or more documents will not be received in AIESL. Personnel authorized by AIESL will acknowledge receipt of the bills after due verification of enclosures. Bills that are returned to SP on account of deficiencies will contain remarks about deficiencies.

Separate Tax Invoices may be submitted viz:

- A. Warehouse management charges for the month (this will be the agreed Bid amount): Relevant supporting documents, viz payment of wages, PF, ESI challan etc. must be attached w.r.t. payment of wages to the personnel deployed for the AIESL Aviation Warehouse Management Services.
- B. Another invoice for Royalty/GTO if applicable along with relevant royalty payment details to the Airport Operator.

It is to be noted that with respect to (A) above, there may be two separate areas for personnel deployment at any location, viz. Airport restricted areas and non- Airport restricted areas. Accordingly, the invoices in respect of personnel deployed in Airport restricted areas shall be submitted separately for the purpose of Royalty payment to the relevant Airport Operator.

## **26) PAYMENT TERMS**

All payments to the Service Provider for the services rendered by it shall be subject to the following compliances:

- a. AIESL shall make every effort to examine and arrange payment of bills within 45 days of receipt of the Tax Invoice with all the relevant original supporting documents.

However, a delay in the settlement of payments shall not be accepted as a valid ground for SP to delay consignments and/or make any request for advance payment. It is clearly and specifically understood that storage charges incurred on account of delay in transportation of consignments on grounds of delay in payment of bills on the part of AIESL will have to be borne by SP. AIESL does not undertake to communicate to SP, reasons for partial or non-admission of one or more claims made in the bills.

The bills should be submitted as per the agreed Tender terms & conditions clearly

with the breakup along with the supporting documents, failing which the bills will not be considered for payment process until the SP submits the clear and relevant supporting documents.

- b. Payment will be made through ECS (Electronic Clearance Service) / NEFT etc.
- c. The successful Bidder is required to submit a duly verified Bank Mandate form along with a copy of the relevant cheque leaf, duly canceled to enable Accounts Department to make payment through ECS / NEFT, etc.
- d. TDS shall be deducted by AIESL from the payment made against these invoices, as per the applicable laws.

**27) FALL IN PRICE CLAUSE**

The successful Bidder shall pass on any benefits arising due to lower taxation or change in input cost by virtue of some exemption by the government or for any reason during the contract/order.

**28) INDEMNIFICATION**

- a. The Service Provider shall indemnify AIESL against all liability arising out of any claim, penalty, loss damages, or costs actually paid, suffered, or incurred by AIESL pursuant to any injury or death to any person or by reasons of any damage to any property (including but not limited to the Aircrafts) belonging to AIESL caused by the Service Provider's personnel deployed for the Services. In case, any such amount is not deposited / paid to AIESL, the same shall be deducted from Security Deposit / Bills / Future payments due to the Service Provider, without prejudice to the other rights available to AIESL under any applicable law.
- b. The Successful Bidder shall indemnify AIESL from all liability arising out of any claim, /Penalty, /loss, or damages, including costs (including counsel fees and reasonable legal cost) thereof, arising out of any breach or violation by the Successful Bidder of any provisions of any law, including but not limited to the intellectual property rights whether in India or any other country and labor laws governing the employees of the Successful Bidder.
- c. The Successful Bidder shall be responsible for any destruction/theft or damage to property and/or illness, injury, including death that may be suffered by its employees, contractors, or other representatives for whom it is in law responsible.

**29) CONFIDENTIALITY**

The Parties (Service Provider and AIESL) shall at all times keep confidential, all information acquired in consequence of this proposal, except for information which they may be entitled or bound to disclose under compulsion of law or were requested by regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

**30) EXIT / TERMINATION OF CONTRACT**

- a. The Contract shall expire *ipso facto* upon the expiry of the Contract Period i.e., 02 (Two) years from the date of execution of the Contract if not be extended.
- b. In case of unsatisfactory performance or breach of any of the clauses of the contract, AIESL shall issue a notice of 30 days to the Service Provider to rectify the breach and improve the Performance failing which AIESL shall be at liberty to terminate this



Contract by providing 30 days written notice to the Service Provider. In such case, the Service Provider shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account.

- c. In the event of a breach of confidentiality, the Contract can be terminated by AIESL with a notice period of 1 (one) month.
- d. The Parties shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the Contract till the termination.
- e. Notwithstanding the above, AIESL shall also be at liberty to terminate the Contract for any reason including change in situation/circumstances, etc. by providing a 30-day prior written notice to the Service Provider. The Service Provider shall also be at liberty to terminate this Contract by providing AIESL with a 90-day prior written notice. In such an event, the terminated party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.
- f. In case the Service Provider serves the termination notice before exhaustion of 40% of the contract value or, they will be debarred from participating in the immediate next Tender for that item/service.

### **31) CLAIMS FOR DAMAGE**

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

### **32) FORCE MAJEURE**

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

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

Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Contract.

The Party so affected shall take all reasonable steps to remedy the failure and



reasonably allocate its available resources, giving priority to performing its obligations under the Contract and keeping the other Party informed of the steps being taken to mitigate the effects of an event of force majeure.

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

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

### **33) RESOLUTION OF DISPUTES AND ARBITRATION**

- a. Any dispute arising between the Service Provider and AIESL (Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation, or effect of the Contract or the validity or breach thereof (the "Dispute"), shall first be settled by mutual consultation between the authorized representatives of the Parties. If the Dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration.
- b. Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall, in turn, appoint the third (3rd) arbitrator as the presiding arbitrator.
- c. The arbitration award passed under the arbitration shall be final and binding on the Parties.
- d. The proceedings of the Arbitration shall be conducted in English language and the place of arbitration shall be Delhi.
- e. Each Party shall bear their own cost concerning such arbitration.

### **34) NOTICES**

Any notice by one Party to the other according to the Tender/Contract shall be sent in writing to the address specified for that purpose in the Contract at para No 3(iv)

### **35) INTERPRETATION**

In the event of any difference in the interpretation of any of the clauses of the Contract, the clarification given by the competent authority of AIESL, Delhi shall be final and binding.

### **36) EXPENSES**

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

**37) SEVERABILITY**

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

**38) AMENDMENT**

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

**39) GOVERNING LAW**

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

**40) SERVICE PROVIDER'S RESPONSIBILITIES**

**A. Deployed manpower Duty Hours** (availability of the manpower in shifts at certain warehouses on 24x7 and rotational basis)  
Normal working hours for the Service Provider's personnel deployed at warehouse shall be as per the warehouse location requirement i.e. either in General duty hours (normally 9:00am to 5:00pm, 6 days a week) and/or 24x7 basis in shifts as per requirement of AIESL.

The Service Provider must ensure that working hours of the manpower and other related provisions of Factories Act 1948 and amendments / labor laws or codes as notified by the Government shall be adhered to.

**B. Manpower Requirement**

a) The Service Provider shall provide all required manpower for handling the materials at Warehouse, including packaging of materials, issue and receipt of materials, loading of materials for transportation and unloading of materials received from other sources.

b) The Service Provider shall provide the following personnel who shall be continuously available as and when required from the Commencement Date onward, and any proposed change in personnel shall be approved by AIESL in advance.

i. **Qualified Warehouse Supervisor** to take care of warehouse management system/operations.

Note: The Supervisor must have completed graduation. He / She must be computer literate and familiar with warehouse management system / operations.

ii. **Utility Handlers** for physical receipt / issue / loading / offloading of materials at warehouse

Note: The Utility Hand must have completed matriculation.

- c) The Service Provider must ensure that all the warehouses are properly manned and no interruptions should arise at any time during the Contract period in the smooth and seamless functioning of the warehouses.
- d) The Service Provider will be responsible for food / transportation / accommodation / identity cards / uniform / any incidental expenses, etc. for their personnel deployed at warehouse or any other place.
- e) AIESL reserves the right to reduce / increase the number of Service Provider's personnel by 25% based on the AIESL's functional requirement.
- f) The warehouse supervisors and utility handlers will be approved by AIESL prior to their allocation to the respective location.
- g) The allocation of the Service Provider's personnel to any warehouse location shall be flexible depending on the requirement of work at AIESL.
- h) Supervision: The Service Provider will be responsible for supervision and administrative control of the personnel deployed by them for Aviation Warehouse Management Services at respective location. The deployed supervisor will further report to the designated AIESL official at each location. In the event personnel of Service Provider is found to be recalcitrant or erring in duties assigned, AIESL reserves the right to demand a replacement personnel.
- i) Uniform: The personnel deployed shall report for the duty at warehouses neatly dressed in the approved uniform as provided by the Service Provider.

**C. Equipment requirement**

- a) All AIESL locations will be equipped with one computer and with one printer along with ERP access.
- b) All sorts of machineries and equipment required for functioning of warehouses will be provided by AIESL and will be managed under Annual Maintenance Contracts (AMCs). Service Provider shall ensure that all the machineries and equipment are kept serviceable all the time.

**D. Indemnification for compliance with Statutory Obligations by the Service Provider**

The Service Provider shall indemnify AIESL for compliance of the following:

- a) The Service Provider shall be responsible for ensuring compliance with provisions related to Labour Laws (Central / State) and especially Minimum Wages Act, Payment of Wages Act, PF Act, ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act - 1970, Workmen Compensation Act-1923, Industrial Dispute Act – 1947, Bombay Labour Welfare Fund Act-1953 etc. as applicable from time to time.
- b) The Service Provider shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any of the provisions of the Labour Laws. The Service Provider shall indemnify AIESL against any claims / cost / damages and penalties in respect of breach of any of the provisions of the Laws in force.
- c) The employee of the Service Provider shall not be deemed to be employee of AIESL; hence the compliance of all the statutory Laws will be the sole responsibility of the Service Provider. It shall be the responsibility of the Service

Provider to comply with all liabilities arising out of any provisions of Labour Acts / Enactments hitherto in force or enacted from time to time during the execution of this Service Contract.

- d) All records, documents under various statutory provisions maintained by the Service Provider shall be open for inspection by an authorized representative of AIESL / 3<sup>rd</sup> Party authorized by AIESL / to any Law-abiding Govt. Agency and the Service Provider shall produce the same as and when required for inspection.
- e) AIESL shall not be responsible to provide any, canteen, medical and/or transport facility (inside or outside the Airport) to any personnel of the Service Provider.
- f) AIESL shall not be responsible for any injury sustained by the Service Provider's personnel during the performance of their duties and also any damage or compensation due to any dispute between them. Any expenditure incurred by the AIESL to handle any such situation arising out of the conduct of deployed personnel or otherwise shall be deducted from the bills / security deposit of the Service Provider.
- g) The Service Provider has to ensure payment of wages to his employees through ECS only. The wages should not be less than the Minimum Wages as notified from time to time by the appropriate Government (State Govt.) in respect of each of the applicable category of employees. The wages should be paid on or before 7<sup>th</sup> of the month following.

#### **E. Verification of credentials:**

- a) The Service Provider should ensure verification of character and antecedents of their allocated personnel through Local Police before deployment to AIESL since AIESL is a "protected industry" and Indian Airports are "protected areas".
- b) The Service Provider shall furnish a copy of Police verification of personnel deployed, with their photograph to designated AIESL official for the record purpose.
- c) The Service Provider shall issue photo identity cards to the staff deployed on AIESL duty. The staff shall carry and show the ID card, as and when demanded by Police / CISF / AIESL Security.

#### **F. Relationship**

The relationship between AIESL and the Service Provider shall be on 'Principal to Principal Basis'. Nothing contained shall be construed or interpreted as constituting a partnership agency or joint venture or any association between the parties. No party shall have any right, power, or authority to enter into any agreement or act in any manner on behalf of the other.

#### **G. Compliance of Security regulations (wherever applicable):**

- a) The Service Provider should obtain the requisite approval from Airport Authority of India (AAI) and Bureau of Civil Aviation Security (BCAS), Government of India before commencement of the Work, as it has been made mandatory for any Ground Handling Agency carrying out functions in the restricted areas of Indian Airports.

- b) The Service Provider shall ensure that all the safety and security regulations of AIESL, BCAS, Airport Operator or any other agency associated with airports activity are strictly adhered to and complied with by personnel deployed.
- c) Any violation of security regulations and indulging in illegal activities by his personnel will be at the cost / risk of the Service Provider.
- d) The Service Provider should ensure verification of character and antecedents of his personnel by Police before deployment, since AIESL is “protected industry” and Airport is “protected area”. Every employee’s photograph, copy of Police verification of character and antecedents and Contractor’s undertaking to be furnished to Security Department.
- e) The Service Provider shall provide at his own cost proper uniforms with high visibility jackets (approved by AIESL) for the personnel deployed. High visibility jackets are required in the Apron area controlled by BCAS/CISF/Airport Operator.
- f) On award of Contract, the Service Provider shall arrange entry passes for its personnel at their own cost from BCAS within **45** days.
- g) The personnel so deployed must be in possession of photo identity cards provided by the Service Provider under his signatures, company’s name and seal apart from AEP issued by BCAS for Airport / sterilized area entry, to be shown if and when demanded by AIESL officials.
- h) The Service Provider shall have a system to issue / retrieve Airport Entry Permit (AEP) to their employees while they report / leave the AIESL / Airport premises, so as to ensure that their employees are not misusing the AEP.
- i) The Service Provider shall have a system to surrender the Expired / Lapsed / Terminated Employees’ AEP to the issuing authority.
- j) Any lapse noticed on the part of Service Provider’s employees involvement in theft / pilferage / malpractices, shall be inquired into by AIESL security / other officials and suitable action including legal proceedings initiated for breach of Contractual liability and also it will attract penal provisions of law.
- k) The Service Provider shall take responsibility for good conduct of its / his / her employees in AIESL premises / airport. If any of the Service Provider’s employees is involved in any theft / pilferage of property of AIESL / Cargo consignments / AIESL property kept / present in their areas of Work as assigned by AIESL. AIESL, reserves the right to impose penalty on the Service Provider apart from initiating or provide assistance in the legal ramifications.
- l) The Service Provider shall also be responsible for getting all necessary clearance, if any, from all Govt. Agencies / Legal Authorities including Airport Operator and BCAS from time to time.
- m) It will be the responsibility of the Service Provider to ensure that no unauthorized personnel other than those deployed specifically for the Work, gains access to the Airport premises where the services are to be provided.
- n) The Service Provider should obtain security clearance to comply with requirement of Rule 92, of Aircraft Rules 1937 (amended in 2004) from the BCAS HQrs., New Delhi before commencement of the work.
- o) The Service Provider shall ensure compliance of the following regarding Airport Entry Permits:



- i) The Service Provider shall ensure that no person, who has retired/left the work on his own or has been terminated from service or whose period of Contract has expired shall retain the Airport Entry Pass issued to him for legitimate function at the Airport.
  - ii) It shall be the responsibility of Service Provider that NOC is not issued to an employee who has retired / left the work on his own or has been terminated from service unless the Airport Entry Pass issued to him is returned to the authorized signatory of the concerned Department / Agency.
  - iii) It shall be the responsibility of the Service Provider to retrieve Airport Entry Passes from the person who has retired / left the work on his own or has been terminated from service or whose period of services has expired and deposit such Airport Entry Passes with the concerned Regional Dy. Commissioner of Security (CA), BCAS within 10 days after retirement / resignation / termination of their employees.
- p) Any deviation from the above-mentioned instructions, i.e. failure to return Airport Entry Passes within 10 days of retirement, resignation, termination of any employee, would render defaulter and action would be initiated by the BCAS.

#### **H. Penalties**

- i. Delay reporting: The personnel deployed at the warehouses shall always report for the duty on scheduled time and shall be available throughout the office timings. Any delay in reporting for the duty on any working day shall attract a penalty of Rs. 500/- for first two hours delay in reporting. A delay in reporting without prior intimation for the duty for more than 2 hours would be considered absent for the day and would attract a penalty of Rs. 1,000/- for the day.
- ii. Refusal of work: The personnel deployed at the warehouses shall always be ready to take any work assigned by AIESL official and as mentioned in the Scope of Work. Any refusal to carry out the work as mentioned in the Scope of Work shall attract a penalty of Rs. 1,000/- per refusal.
- iii. Absent manpower: All the AIESL warehouses shall always be manned during the official duty timings on a working day. Any absentism of deployed manpower at any one warehouse for 01 working day shall attract a penalty of Rs. 1,000/- per manpower and absentism of deployed manpower for a continuous 03 working days would attract a penalty of Rs. 5,000/- per manpower. Further, any continuous absentism of deployed manpower for more than 03 working days at a particular warehouse shall attract a penalty of Rs. 2,000/- per manpower for the subsequent working days.

Following absentism of the total deployed manpower of the Service Provider on all the AIESL contracted warehouses across India would be considered breach of Contract:

- i. More than 5% of the total deployed manpower is absent for 03 continuous working days; and/or
- ii. More than 10% of the total deployed manpower is absent for 01 working day.
- iii. Total penalty on account of absentism of deployed manpower in a month shall not be more than 10% of the invoice value.



If the Service Provider is found to breach the contract, AIESL reserves the right to terminate the Contract by giving a notice period of 30 days.

**I. Any Bidder signing the Bid and other documents in connection with the Tender must certify whether he signs as:**

- a) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
- b) A partner of the firm if it is a partnership must have the authority to refer to arbitration, or disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the Partners. Constituted attorney of the firm if it is a Company.
- c) Authorized signatory of the firm (signatory will be any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf).

**41) OTHER TERMS & CONDITIONS**

- i. Issue/submission of the Bid form does not necessarily mean that the Bidder is eligible.
- ii. Bidder is advised to quote strictly as per terms and conditions of the Tender and not to stipulate any deviation/exceptions.
- iii. Our Tender closes on the Due Date/ Time specified in the Tender. Bidders must submit their Bids well in time before the scheduled close date and time of the Tender to avoid any last-minute glitches such as internet / server or for any other reasons.
- iv. AIESL will not entertain last-moment requests for an extension of the Due Date/Time and reserves the right to accept or reject such request for extension at its sole discretion.
- v. The Due Date/Time of Tender may be extended at any time before the date of closing of Tender. The closing date of submission of Bids may be extended at any time including after the scheduled date of closing, at the sole discretion of AIESL.
- vi. AIESL reserves the right to close the Tender / reject any / all Bids at any stage of the Tender at its sole discretion, without any additional cost to AIESL.
- vii. AIESL reserves the right not to consider the Bid of any Bidder, blacklist the Bidder for 3 years if it is determined / noticed at any stage during the Tender process or after Contract Period that the Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice to Bid/obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AIESL where AIESL reserves the right to take appropriate actions as deemed fit, in AIESL sole discretion.
- viii. AIESL reserves the right to reject/not consider at its sole prerogative the Bids of such Bidders who have been involved in any litigation with AIESL in the last 5 years / ongoing litigation or arbitration with AIESL or have been blacklisted/ debarred by any PSU, Govt. bodies.
- xi. Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax, EOW, etc. In the event of any Suppression/ Misrepresentation of such facts, AIESL reserves the right, at its sole

discretion, to take appropriate action as deemed fit including but not limited to disqualification of the Bidder and termination of the Contract.

- xii. Any clarifications sought by AIESL concerning the Bids submitted by the Bidders will be considered as a part of the Bid and AIESL reserves the right to seek clarifications at any stage of the Tendering process.
- xiii. All relevant documents required related to the Services to be provided under this Tender are to be submitted by the Bidders at their own cost.
- xiv. Conditional Bids shall not be accepted and are liable to be rejected.
- xv. The terms of the Tender and the Contract are CONFIDENTIAL, and anything contained in the Tender shall not be disclosed by the Bidders to any third party in any manner, whatsoever.
- xvi. Bidder will give the official mailing address, email, and contact No. (Land Line/Mobile) numbers to which all correspondences shall be sent by AIESL. Also, in the event the address of the Bidder is changed, the same shall be intimated to AIESL immediately by the Bidder.
- xvii. AIESL reserves the right to annul the Tender process and reject any or all the Bids at any time before the award of the Contract without incurring any liability to the Bidders or without any obligation to inform the Bidders of the grounds of such annulment/rejection. AIESL further reserves the right to add/delete/modify any one or more of the terms and conditions contained in the Tender or any of the agreements proposed to be entered into by AIESL with the Successful Bidder.
- xviii. The Near Relatives of employees of the AIESL office who is likely to benefit the Bidder during the award/implementation of the Contract are prohibited from participation in this Tender. Near relatives are defined as:
  - a. Members of a Hindu undivided family.
  - b. Their husband or wife
  - c. Relatives in the manner as father, mother, son(s), son's wife, daughter(s), Daughter's husband, brothers, brother's wife, sister, and sister's husband
- xix. **Correction of Arithmetical Errors**

The Bidder shall correct arithmetical errors on the following basis:

  - a) If there is a discrepancy in the quoted rates in Price Bid between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
  - b) Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with the same, shall result in the rejection of the Bid.
- xx. The Bidder should quote the rates and amount in figures as well as in words as per the Price Bid format given in Section E. The language for filling out Tender Documents shall be English.

- xxi. All rates shall be quoted on the proper form (i.e., the Price Bid format) of the Tender alone. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only. The total amounts should be written in figures only. In the case of figures, the words Rs. or the rupee symbol should be written before the figures of rupees, and words paise after the decimal figures, e.g., Rs.2.15p, and in case of words, the word Rupees shall precede and the word "Paise" shall be written closely following the amount and it shall not be written in the next line.

### **Section B - (SCOPE OF WORK)**

AIESL intends to outsource its warehouse management operations at Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata and Nagpur. The specifications provided in this scope of work are general in nature, based on available information and variations may be made by the AIESL at its discretion. The detailed scope of work is given as below:

#### **01. Storage / Handling / Issuance / Receipt of Goods (including Dangerous Goods)**

- a) The Service Provider shall be responsible for management of warehouses and shall report to designated AIESL official for day-to-day coordination / operations. The Service Provider shall also be responsible for proper storage and handling of all the materials / equipments / tools / items / goods / parts / components (all combining hereinafter referred as "**Materials**") in all the AIESL warehouses.
- ii) The Service Provider shall be responsible for storing of all the Materials in the warehouse in a good, safe, orderly and efficient manner as per laid down procedure by AIESL. The deployed personnel of the Service Provider would be imparted necessary training to follow the AIESL storage / handling procedures, by AIESL at no cost basis.
- iii) Materials should be stored along with the respective tags and required documents to meet the requirements of regulatory authorities, like DGCA / EASA / FAA, as the case may be.
- iv) The Service Provider must ensure that the Materials are not released from the warehouse unless there is Material request duly signed by authorized official. Only serviceable Material is handed out for internal use as well as for shipping to customers.
- v) The Service Provider must ensure that the AIESL handling procedures are followed by the deployed personnel at the warehouses. The special crates, boxes, containers, transportation vehicles and any other facilities for Material handling to provide maximum protection from damage shall be provided by AIESL.
- vi) The Service Provider shall always keep warehouse and AIESL's property clean and in an orderly condition

- vii) The Service Provider should take utmost care while handling the Materials to avoid any damage to them. Damages to Materials, due to negligence of the Service Provider shall attract penalty and the Service Provider have to bear the cost of damage to materials (Refer Para 06 for insurance of the materials).
- viii) The Service Provider must ensure to enter data in the AIESL ERP system AIESL would provide the necessary trainings to the personnel of Service Provider at no cost to them.

## **02. Environmental Control**

The Service Provider shall monitor the temperature, humidity and dust count at regular intervals as per AIESL requirement. In case of any variation beyond the defined limits, the same shall be brought to the notice of designated AIESL officials.

## **03. Physical Reconciliation**

- a. Physical Stock Verification Report shall be submitted by the Service Provider's supervisor on monthly basis or whenever demanded by AIESL.
- b. The Service Provider shall conduct monthly cycle counts of AIESL inventory and ensure 100% accuracy of reported quantities. Any discrepancy shall be immediately reported to the designated AIESL official in writing for necessary corrective action.
- c. The Service Provider must ensure warehouse management through AIESL ERP system which shall be used for generating inventory reports, detailing all transactions taking place at the specific period and to keep AIESL abreast of the updated inventory status at all the times.

## **04. Reports - Daily Report / Weekly Report / Monthly Report**

- a) Being responsible for upkeep of AIESL documents / files, the Service Provider shall keep and maintain proper books and accurate records of the movement of materials at warehouse and provide proof of such records to AIESL as may be requested from time to time.
- b) The Service Provider will be responsible to maintain the records of movement (issue & receipt) of Materials in AIESL ERP and in the registers provided by AIESL.
- c) The Service Provider will be required to adhere to the following reporting requirements (To provide a periodic report as defined in a format acceptable to the AIESL):
  - i. Shelf-Life Expiry Dates and Shelf-Life monitoring in warehouses (Weekly)
  - ii. Materials Received (Monthly)
  - iii. Materials Transferred to locations as per AIESL instructions (Monthly)
  - iv. Stock Statement / Inventory Control Register (Monthly)
  - v. Materials consumed/issued to the user (Monthly)
  - vi. Daily record of dust particle count / temperature / humidity checks (Monthly)
  - vii. Any other report available through ERP system as and when required by AIESL
- d) For any specific report pertaining to warehouse management as required by AIESL, the Service Provider shall prepare appropriately the relevant details and the format which will be mutually agreed between AIESL and the Service Provider.

## **05. Addition / Deletion of Scope of Work or Increase / Decrease in Manpower:**

AIESL reserves the right to add or reduce any scope of work or to increase / decrease the strength of manpower, considering the company's requirement or due to any unforeseen

circumstances. While doing such Addition / Reduction of Scope of Work or Increase / Decrease in Manpower, there will be no change in service charges per diem during the validity of the Contract and extensions, if any, under any circumstances.

#### 06. Insurance for inventory and warehouse

The warehouses including the Materials will be insured by AIESL. Any damage to the warehouse / Materials shall be claimable from insurance company. However, if any damage to the warehouse / inventories is found due to negligence / mismanagement of the handling of Material by the Service Provider, the Service Provider shall be responsible for the damages and losses to AIESL. The cost of damage of the Material shall be paid by the Service Provider to AIESL within 90 days of occurrence of damage.

#### 07. No Deviation

No deviations in any of the Scope of Work as mentioned-above are permitted until and unless agreed by AIESL in writing.

### **SECTION C - (ELIGIBILITY CRITERIA)**

Eligibility criteria will be accessed by AIESL.

The confirmation of compliance shall be submitted by the Tenderers:

Sr. No.	Description	AIESL Requirement
01.	The Bidder must be a Limited Company registered under Indian Companies Act, 1956/2013 or a partnership firm or a sole proprietorship firm or a Private Limited Company duly registered under the concerned acts applicable for conducting business in India. (Please attach copy of the relevant Deed / Registration document, as applicable)	Must
02.	<u>Turnover:</u> The Bidder shall have a minimum average annual turnover of Rs. 1,62,00,000 (Rupees one crore and sixty-two lakhs), in any three financial years from 01.04.2018. (Please attach self-attested copies of audited balance sheets & P&L Accounts)	Must
03.	<u>Experience:</u> The Bidder should have experience of having successfully completed warehouse management services during last 07 years ending 31.03.2024, should be either of the following: a) Three warehouse management services costing not less than the amount equal to Rs. 2,16,00,00/- . OR b) Two warehouse management services costing not less than the amount equal to 2,70,00,000/- . OR c) One warehouse management service costing not less than the amount equal to 4,32,00,000/- . (Please furnish copies of Contracts / Purchase Orders)	Must
04.	<u>Income Tax (IT) Return:</u> IT Returns pertaining to the three Financial Years as mentioned above in point no. 02 to be provided by the Bidder. (Please submit copies of the IT Returns)	Must
05.	ESI Registration and PF Registration are must. Please submit the relevant Registration copy.	Must
06.	The Bidder must submit EMD or applicable exemption letter. (Please furnish EMD payment details)	Must



07.	The Bidder shall have a working office in each of the location (Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata and Nagpur). Proof of Rent Agreement / Electricity Bill, etc. to be attached.  (Note: In case the Bidder is not having a working office in any of the locations, then the Bidder must attach an undertaking to arrange a working office in these locations within 30 days of issuance of LOA.)	Must
08.	PAN and GST Registration are must. Please submit copies of the documents.	Must
09	The Bidder shall have BCAS clearance or must obtain the same within 45 days of issuance of LoA, to deploy manpower in the respective Airport restricted areas in Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata and Nagpur. (Please attach copies of relevant BCAS clearance / an undertaking to effect that within 45 days of issuance of LoA, the same shall be obtained)	Must

#### **Technical Bid Evaluation Criteria (TBEC)**

For Bidder to become technically qualified, it is essential to meet the Eligibility criteria. The Bids will be evaluated as per Technical Bid Format given in Section D.

#### **Price Bid Evaluation Criteria (PBEC)**

The L-1 Bidder will be determined as per the criteria specified in Section E.

### **SECTION D - (TECHNICAL BID FORMAT)**

(To be submitted on Bidder's company letterhead)

*(all pages must be signed and stamped with the company's seal)*

#### **A. BIDDER'S DETAILS**

Sr. No.	Parameter	Bidder's Response (Attach documentary proof)
01.	Name of the Tender	Tender for Aviation Warehouse Management Services in AIESL
02.	Name of the Company / Establishment / Firm	
03.	Registered Office Address	
04.	Telephone No./ Mobile No.	
05.	Email address:	
06.	Fax Number, (if available)	
07.	Name of Contact Person	
08.	Name of the person signing the Tender	
09.	Telephone No./Mobile No. of the person signing the Tender	
10.	Designation of the person signing the Tender	
11.	Name & address of Bidders banker	
12.	RTGS / NEFT Registered form duly signed by Banker to be enclosed	
13.	Details of Earnest Money Deposit (EMD) submitted: i. Mode of Transfer: RTGS / NEFT ii. UTR no., any other reference no.	
14.	Is the Bid Security Declaration Form (duly filled & signed) attached/ enclosed along with the Technical Bid (for MSE Bidder)	



15.	If Bidder is MSE/MSME unit, please specify the details of the MSME registration certificate below:	
	Registration Certificate No.	
	Date of issue	
	Valid up to	
	Services covered under the Registration Certificate	
	Whether the MSE Unit is owned by an SC/ST. If yes, please attach documentary proof to substantiate the castestatus.	

## B. TECHNICAL BID FORM

SN	Description	AIESL Requirement	Bidder	Document Proof
01.	The Bidder must be a limited Company registered under Indian Companies Act, 1956/2013 or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India	Must	Yes/No	To submit document proof
02.	ESIC Regn No. Self-attested copy be enclosed (Must)	Must	Regn. No..... Date.....	
03.	PF Regn. No. Self-attested copy to be enclosed (Must)	Must	Regn No..... Date.....	
04.	Prior BCAS clearance / obtain BCAS clearance within 45 days of issuance of LoA, to deploy manpower in the respective Airport restricted areas in Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata and Nagpur. (Please attach copies of relevant BCAS clearance / an undertaking to effect that within 45 days of issuance of LoA, the same shall be obtained)	Must	Yes/No	
05.	Has any Director/Partner/Proprietor been convicted at any time by a court of law? (If yes, give details)	Must	Yes/No	
06.	Has your company ever been Blacklisted by any agency of the airport or elsewhere? (If yes, give details)	Must	Yes/No	
07.	Minimum average annual turnover of Rs. 1,62,00,000 (Rupees One crore and sixty-two lakhs) during any three financial years from 01.04.2018. Self-attested copies of audited balance sheet & P&L Account to be attached.	Must	Yes/No	To submit document proof
08.	IT Returns in respect of the above three financial years. Self-attested copies of the IT returns to be attached.	Must	Yes/No	To submit document proof
09.	Proof of experience of providing Warehouse Management Services. (as per Para 03 description of Section C)	Must	Yes/No	To submit document proof
10.	The Bidder shall have a working office in each of the location (Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata and Nagpur). Proof of Rent Agreement / Electricity Bill, etc. to be attached. (Note: In case the Bidder is not having a working office in any of the locations, then the Bidder must attach an undertaking to arrange a working office in	Must	Yes/No	To submit document proof

	these locations within 30 days of issuance of LOA)			
11.	Agree to the general terms and conditions as mentioned in Annexure-B	Must	Yes/No	To confirm
12.	Agrees to pay a non-interest-bearing security deposit which shall be 5% of the contract value as a security deposit for the period of the contract. (Refunded / returned without interest within 60 days after completion of contract)	Must	Yes/No	To confirm
13.	Agrees that the payment will be made against their invoice submitted on 45 days credit term basis	Must	Yes/No	To confirm
14.	PAN and GST Number	Must	Yes/No	To submit document proof
15.	Shall verify that they have insurance coverage to protect their employees.	Must	Yes/No	To confirm and submit document proof at the time of LOA

C. Details of Warehouse Management Services provided by the Bidder during the last three financial years ending on 31<sup>st</sup> March 2023 along with a copy of contract / invoices of clients.

SN	Name Of Contract	Name & Address of Company	Period of Contract (From.... to.... )	Annual Value of Contract
01.				
02.				

D. For any other information which the Bidder may like to furnish, a separate sheet may be enclosed. In support of the above information self-attested copies of all Documents, wherever required be enclosed.

Signature of Authorized Signatory \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

Company Seal \_\_\_\_\_

## **SECTION E (PRICE BID FORMAT)**

(To be submitted on Bidder's company letterhead)  
(All pages must be signed and stamped with the company's seal)

Tender No: AIESL/PPMM/\_\_\_\_\_

Tender Name: Tender for Aviation Warehouse Management Services in AIESL

PRICE BID FORM	
Name of the Bidder / Co.	
Address	
Telephone No./ Fax No./Mobile Tel No.	
Name of Contact Person	

Please quote the rates in the below format:

- The Bidder is required to quote for all the locations.
- The monthly charges are the consolidated charges for the number of supervisors plus the utility hands specified in each location and other charges for management of warehouse.

### **I) PART - 1 (A)**

Monthly Charges for Warehouse Management Service		(Amount in Rs.)						
SN	Particulars (Indicative requirement)	DEL (a)	MUM (b)	HYD (c)	KOL (d)	NAG (e)	TRV (f)	Total (a) to (f) (g)
01	No. of Supervisors	10	13	06	05	05	06	45
02	No. of Utility Hands	10	13	06	05	05	06	45
03	Per Month Charge for providing Aviation Warehouse Management Services including manpower costs and other charges & Profit margin.							

**Sum Total of 3(g):** Rs. (in figures) \_\_\_\_\_

Rupees.(in words) \_\_\_\_\_

#### **Note:**

##### **a) Part – 1 (A) - Inclusions:**

The bidder is required to quote single consolidated monthly charges for each location which shall include wages & related social security components and Statutory requirements like PF, ESIC, Leave pay, insurance etc. related to manpower deployment at various warehouse

locations as per the work scope and other costs like provision for Name Badges, ID Cards, AEPs, uniform, substitution, supervision cost, warehouse management service charges, profit margin etc.

**b) Part – 1 (A) - Exclusions:**

- i) Monthly charges at Part 1 (A) are excluding the applicable GST and Taxes which shall be reimbursed on actuals as per the rates applicable along with the monthly charges.
  - ii) Over-Time (OT) hours, if any of the resources deployed shall be paid extra.
  - iii) Airport Levies (Royalty/GTO, etc.), if applicable on these services would be reimbursed from time to time on receipt of bills from the Service Provider along with relevant supporting documents.
- c) Payment of Bonus as per the Payment of Bonus Act to the applicable category of resources deployed shall be reimbursed to the Service Provider on production of proof of payment.
- d) The rates quoted shall remain firm during the contract period and no request for increase shall be entertained on any ground.
- e) Payment of Minimum wages & related social security components as applicable in the respective states shall be the responsibility of the Service Provider. The bidders are requested to consider the same for including in their monthly charges being quoted.

**L-1 Criteria:**

- i) **Total Aviation Warehouse Management Charges quoted in PART – 1 (A) column 3(g) shall be the basis of arriving at the L-1 bidder. The bidder quoting the lowest monthly rate will be the L-1 bidder.**
- ii) **In case of a tie, process as per GeM procedure shall be applicable for evaluation.**

**II) PART - 1 (B):**

- a) The bidder is required to provide following rates for reference of AIESL which shall be the basis for payment for extra work hours etc. and future addition/deletion of manpower.

<b>1) Daily OT Wage Rate beyond normal working hours</b>		<b>(Amount in Rs.)</b>					
<b>SN</b>	<b>Particulars</b>	<b>DEL</b>	<b>MUM</b>	<b>HYD</b>	<b>KOL</b>	<b>NAG</b>	<b>TRV</b>
1	Per hour OT rate for Supervisor (Graduate)						
2.	Per hour OT rate for Utility hand (Matriculate)						

In case the resource is retained for beyond 60 minutes after the normal working hours by the authorized official of AIESL, then the resource is entitled for additional wages at the above rates.

<b>2) Monthly Wage Rates</b>		<b>(Amount in Rs.)</b>					
<b>SN</b>	<b>Particulars</b>	<b>DEL</b>	<b>MUM</b>	<b>HYD</b>	<b>KOL</b>	<b>NAG</b>	<b>TRV</b>
01	Monthly Wage rate for						

	supervisor (Graduate)						
02	Monthly wage rate for utility hand (Matriculate)						

Rates quoted at Part 1 (B) (2) above shall be the basis for proportionate increase/decrease in the monthly warehouse charges payable to the Service Provider in case of increase or decrease in the number of resources in future.

b) It is compulsory to quote rates at Part 1 (A), Part 1 (B) (1) and Part 1 (B) (2).

III) Rates at Part 1 (A) are to be quoted in INR as per the format given in this Price Bid Form and the GeM format. Any deviation in format or if rates quoted are conditional, the same shall be out rightly rejected.

**Declaration:**

I have carefully gone through the bid document and have understood the Terms and Conditions, scope of work and service requirements governing this contract and quoted the rates/price.

I hereby confirm that I am authorized to quote for this bid and signed accordingly.

Signature of Authorized Signatory

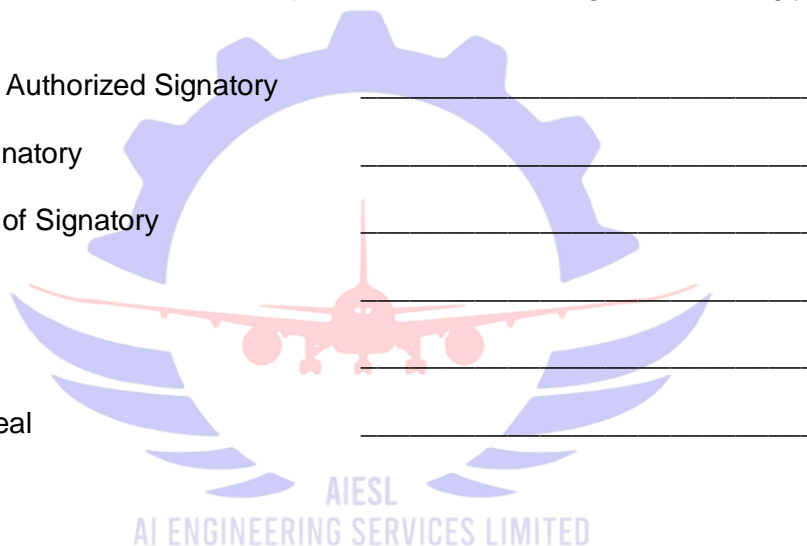
Name of Signatory

Designation of Signatory

Place

Date

Company Seal



## **SECTION F**

### **CHECKLIST**

<b>Sr. No.</b>	<b>Description</b>	<b>SPECIFY YES/ NO</b>
01.	The Bidder shall have a minimum average annual turnover of Rs. 1,62,00,000 (Rupees one crore and sixty-two lakhs) during any three financial years from 01.04.2018. Certificate duly signed by the chartered accountant to be submitted.	
02.	Proof of experience of providing Warehouse Management Services.	
03.	Have the necessary facilities, and technology to efficiently manage warehouse operations.	
04.	The Bidder agrees to abide by rules/clauses as mentioned in Annexure-B	
05.	The Bidder agrees to pay a non-interest-bearing security deposit which shall be 5% of the contract value as a security deposit for the period of the contract	
06.	The Bidder shall agree that the payment will be made against the Tenderers invoice submitted on 45 days credit term basis	
07.	PAN and GST Number	
08.	The Bidder shall verify that they have insurance coverage to protect for their employees.	
09.	All pages of the Tender documents are signed and stamped	
10.	Acceptances of terms and condition and undertaking signed and stamped	
11.	EMD / Bid Security Declaration (In case of MSE) attached	

Authorized Signatory:

Signature of Authorized Signatory \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

Company Seal \_\_\_\_\_



### **Annexure A**

*(to be printed, signed & stamped on the Bidder's Letterhead)*

To

Dy. General Manager  
Production Planning & Materials Management,  
AI ENGINEERING SERVICES LIMITED (AIESL)  
Avionics Complex, Terminal-2, IGI Airport  
New Delhi - 110037

#### **UNDERTAKINGS**

In response to the fulfillment of the requirement for eligibility to Bid for Tender No. **AIESL/PPMM/\_\_\_** (Tender for Aviation Warehouse Management Services in AIESL)

- i. It is confirmed that the registrations and licenses under all the applicable local and central taxes and laws and to be specified separately under each applicable tax/law/act (i.e., GST/ Income Tax Act, etc.) shall be produced for verification/checking of AIESL or to a third party authorized by AIESL / Law abiding agencies of Govt. of India.
- ii. I have carefully gone through and have understood and hereby agree to abide by all the General Terms & Conditions, Work scope, and Specifications governing the Tender.
- iii. I hereby confirm that I am authorized to sign the Tender document that the information given in the Tender is true and correct to the best of my knowledge and belief and that nothing material is concealed.
- iv. All the pages of the Technical Bid are signed, and any overwriting is signed.

Signature of Authorized Signatory

\_\_\_\_\_

Name of Signatory

\_\_\_\_\_

Designation of Signatory

\_\_\_\_\_

Place

\_\_\_\_\_

Date \_\_\_\_\_

Company Seal \_\_\_\_\_

### **Annexure B**

(To be printed on Bidder's company letterhead and submitted along with Technical Bid)

To

DGM (PPMM), NR  
AIESL  
New Avionics Complex,  
IGI Airport Terminal II  
New Delhi - 110037

**Tender Ref:** AIESL/PPMM/\_\_\_\_ (Tender for Aviation Warehouse Management Services in AIESL) **Date:** xx-xx-xxxx **Due Date :** xx-xx-xxxx

### **ACCEPTANCE OF TERMS AND CONDITIONS**

1. I/We have carefully gone through and have understood and hereby agree to unconditionally abide by all the terms and conditions, required Scope of Work / service details, and specifications governing the Tender.
2. I/we hereby confirm that I/we am/are authorized to sign Bid documents and the information given in the Tender is true and correct to the best of my/our knowledge and belief and nothing material is concealed.
3. Rates quoted by us in the Price Bid Format will remain firm for a period of 90 days from the date of opening of the Technical Bid.
4. We confirm that the prices / rates as quoted by us in the Price Bid are final, excluding taxes, and no additional Cost shall be applicable to AIESL. We also confirm that there is no hidden cost to AIESL over and above those indicated in the Price Bid format.
5. In case AIESL decides to place a contract on us, we agree to maintain our quoted rates firm till the completion of the Contract.
6. We confirm that the benefit of reduction in Statutory Taxes/Levies if any arising during the Contract Period, if awarded in our favor would be passed on to AIESL wherever applicable.
7. I/we confirm that /we do not have any relative who is an employee of AIESL or its subsidiaries and is likely to benefit us during the Award/implementation of the Contract.
8. I/we also indemnify that any subsequent detection of direct or indirect beneficiaries of any application/award of any contract to any employee of the organization may result in disqualification/termination. AIESL will have the sole discretion to do so, and such cases cannot be referred for arbitration.
9. All the Pages of Sections A to F are duly stamped and signed.

Signature of Authorized Signatory \_\_\_\_\_

Name of Signatory \_\_\_\_\_  
Designation of Signatory \_\_\_\_\_  
Place \_\_\_\_\_  
Date \_\_\_\_\_  
Company Seal \_\_\_\_\_

**Annexure C**

(To be printed on Bidder's company letterhead and submitted along with Technical Bid)

To

DGM (PPMM), NR  
AIESL  
New Avionics Complex,  
IGI Airport Terminal II  
New Delhi - 110037

**UNDERTAKING FROM BIDDERS**

**Tender Ref :** AIESL/PPMM/\_\_\_\_\_ (Tender for Aviation Warehouse Management Services in AIESL) Date: xx-xx-xxxx Due Date : xx-xx-xxxx

I / We \_\_\_\_\_ confirm that I/we do not have any relative, who is an Employee of AIESL and is likely to benefit us during the Award /Implementation of the Contract.

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

Signature of Authorized Signatory \_\_\_\_\_  
Name of Signatory \_\_\_\_\_  
Designation of Signatory \_\_\_\_\_  
Place \_\_\_\_\_  
Date \_\_\_\_\_  
Company Seal \_\_\_\_\_

### **Annexure D**

To

DGM (PPMM), NR  
AIESL  
New Avionics Complex,  
IGI Airport Terminal II  
New Delhi - 110037

#### **Performance Bank Guarantee / Security Deposit Form**

WHEREAS \_\_\_\_\_ (Name and address of the Bidder) (Hereinafter called "the Service Provider") has undertaken, in pursuance of contract no. \_\_\_\_\_ dated \_\_\_\_\_ to supply (description of services) (hereinafter called "the contract").

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

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee.

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

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

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

This guarantee shall be valid until the ..... day of ..... 2027.

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

Name and designation of the officer .....

.....

Name & Address of the Bank Branch .....

.....

**Annexure E**

**LEFT INTENTIONALLY BLANK**



**Annexure F (SECURITY DEPOSIT LETTER)**

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

To

DGM (PPMM), NR  
AIESL  
New Avionics Complex,  
IGI Airport Terminal II  
New Delhi - 110037

**Tender Ref :** AIESL/PPMM/\_\_\_\_ ( Tender for Aviation Warehouse Management Services in AIESL) **Date:** xx-xx-xxxx **Due Date :** xx-xx-xxxx

I / We, the undersigned declare that:

After qualifying for the award of Contract for Referred Tendered with AIESL. We will deposit 5% (Five percent) of the total value of the Contract towards an interest-free Security deposit, within 2 weeks of receipt of the Contract.

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

Signature of Authorized Signatory \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

Company Seal \_\_\_\_\_



**Annexure G**

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS INSTEAD OF EMD**

**(Applicable for MSME Bidders only)**

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

To  
DGM (PPMM), NR  
AIESL  
New Avionics Complex,  
IGI Airport Terminal II  
New Delhi - 110037

**Tender Ref :** AIESL/PPMM/\_\_\_\_ ( Tender for Aviation Warehouse Management Services in AIESL) Date: xx-xx-xxxx Due Date : xx-xx-xxxx

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

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

Signature of Authorized Signatory \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

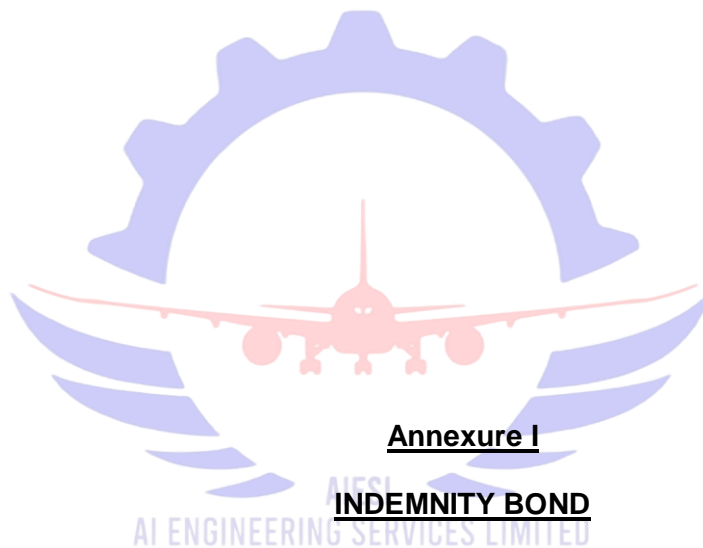
Company Seal \_\_\_\_\_

**Annexure H (INDICATIVE MANPOWER REQUIREMENT)**

Sr. No.	LOCATION	Location 1 (Front Line Warehouse / Tool Warehouse)		Location 2 (Base Maintenance Warehouse)	
		SUPERVISOR	UTILITY HAND	SUPERVISOR	UTILITY HAND
01.	DELHI (NB)	04	04	03	03
02.	DELHI (WB)	03	03	---	---
03.	MUMBAI (NB)	04	04	03	03
04.	MUMBAI (WB)	04	04	02	02
05.	KOLKATA	04	04	01	01
06.	HYDERABAD	05	05	01	01
07.	NAGPUR	03	03	02	02
08.	TRIVANDRUM	04	04	02	02
<b>INDICATIVE REQUIREMENT</b>		<b>31</b>	<b>31</b>	<b>14</b>	<b>14</b>

Indicative Supervisors requirement: 45

Indicative Utility Hand requirement: 45



### **Annexure I**

### **INDEMNITY BOND**

THIS INDEMNITY BOND is executed on this \_\_\_\_ Day of \_\_\_\_\_ 2024 by \_\_\_\_\_ having, its Registered Office at \_\_\_\_\_ herein after referred to as the Service Provider (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successor and assigns).

Whereas \_\_\_\_\_ (name of the Service Provider) shall enter into an agreement with M/s AI Engineering Services Limited, a Company hereinafter referred to as "AIESL" incorporated in New Delhi under Companies Act, 2013 having, its registered office at 2<sup>nd</sup> Floor, CRA Building, Safdarjung Airport Complex, Delhi - 110003 (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successors and assigns)

And whereas the Service Provider by means of an agreement shall provide Manpower Services to AIESL as per indicative list and amended from time to time as per company policy.

1. The terms and conditions specified in the Tender Document AIESL/PPMM/\_\_\_\_\_ dated ..... We agree to keep AIESL indemnified against any claims / cost / damages and penalties in respect of breach of any Labour Laws currently applicable/in force and amended from time to time as per company policy.

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

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

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

In the event of our Company/Organization not be covered by the provisions of the

Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, we shall obtain a letter from the concerned Labour authorities confirming the same.

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

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

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

**Other relevant Acts which are applicable:**

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

ensure that all returns that are required to be submitted under the applicable labour laws shall be submitted from time to time.

**Personnel related compliance:**

- l. We/our Company/Organization shall not engage any workmen below the age of 18 years or above the age of 35 years. We/our Company/Organization shall produce age proof in respect of the workmen deployed by us.
- m. It is confirmed that we/our Company/Organization shall be the only employer in respect of the personnel deployed by us and AI Engineering Services Limited shall not be held partially or fully responsible for any dispute that may arise between us and Personnel deployed by us.
- n. At no stage of the Contract shall our employees be deemed to be employees of AI Engineering Services Ltd. We/our Company/Organization shall be liable not only to pay wages to our employees but we/our Company/Organization shall also be liable to make mandatory payments such as overtime, payment for weekly offs, compensation if any, notice pay, gratuity or bonus as applicable/payable. The Principal Employer shall not be held liable for any obligation in this regard on our part. Further we/our Company/Organization shall be responsible for providing facilities such as canteen, transport and medical to our employees as it shall not be binding on AIESL to provide these facilities to the persons deployed by us. We shall make arrangements to provide proper and valid identity cards to the employees.
- o. We/our Company/Organization shall strictly ensure that Minimum Wages as stipulated by the State Government for appropriate category with is being paid by each month to the workmen deployed by us. We shall issue salary slips to each of the workmen engaged by us every month in respect of the wages paid. We shall ensure that the workmen deployed by us are granted a paid weekly off. This shall be a mandatory compliance.
- p. All payments shall be made to the workmen deployed by us/our Company/Organization on a monthly basis through ECS. Details of the payment made towards wages shall be obtained from the concerned Bank duly stamped and sealed.
- q. Attendance register incorporating all details of attendance in respect of the workmen deployed by us will be maintained.

We shall ensure that the disbursement of wages to the persons deployed/engaged by them shall be made on or before the 10<sup>th</sup> of each month. The signature of the nominated representative shall be obtained on the salary sheets, date of disbursement to be indicated and official stamp to be affixed.

- r. We/our Company/Organization shall perform the work assignments to the best satisfaction of the AIESL. In case of unsatisfactory performance, intimation shall be given in writing to us and the AIESL reserves the right to cancel the Contract forthwith after due notice period. In that event of any legal payments to be/being made by the Principle Employer to the workforce engaged by us, the same shall be recoverable shall be fully recoverable from our Security deposit/outstanding bills.
- s. It shall be our sole responsibility to settle disputes if any, rising, between ourselves and the personnel engaged by us. The Management of AI Engineering Services Limited shall not be in any way be responsible, in the event, the



personnel engaged by us/our Company/Organization, approach the competent authority, under any Labour Act or the Court. The entire expenses in this behalf shall be borne by us/our Company/Organization. If we fail to comply with mandatory requirements under all the applicable Acts/Laws, we shall alone be responsible for all action initiated by the Enforcing Agencies of the Government & others, including penalties imposed thereon and AIESL shall have no obligation towards such action taken by the said Enforcement Agencies.

3. As per the terms and conditions specified in the Tender Document, we/our Company/Organization agree to be responsible for ensuring the compliance of Labour Laws both Central and State especially, but not limited to Employees State Insurance Act, 1948 and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961 and Bombay Labour Welfare Fund Act, 1953 as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any other provisions of Labour Laws and shall indemnify AIESL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of Laws in force.
4. It is further agreed that we/our Company/Organization shall, within ten days from the receipt of LOI (Letter of Intent), obtain Form-V from AI Engineering Services Ltd and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority & deposit a copy with AI Engineering Services Limited at the time of commencement of the job. In the event of us/our Company/Organization is not covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, we/our Company/Organization shall obtain a letter from the concerned labour authorities confirming the same.
5. It is further agreed that we/our Company/Organization shall indemnify AI Engineering Services Limited against any claim/s with regard to Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Contract Labour (Regulations & Abolition) Act, Workmen Compensation Act, Bombay Labour Welfare Fund Act, any Acts/Laws prevailing during the validity of the contract applicable to the Service Provider and other emoluments/allowances payable to the workmen deployed by the Service Provider during the validity of the Contract. The Service Provider confirms that all records of payments including Wage Registers/Muster Roll/Bank Clearance Statements/Overtime incurred penalties and advances, if any, in respect of the workmen engaged by us/our Company/Organization shall be maintained and produced as and when required by the AI Engineering Services Limited and/or any other third-party including Government Agencies/Authorities.
6. We/our Company/Organization further confirm that necessary ESI/PF payments in respect of the workmen engaged by us shall be made during the tenure of the contract within the time schedule as specified under the applicable Acts and we further indemnify AI Engineering Services Limited against any claim/s and liabilities arising out of the contract during the validity of the contract.
7. We/our Company/Organization also confirm that the relevant records pertaining to half yearly returns in respect of ESI and Annual returns in respect of PF filed by us shall be submitted to the AI Engineering Services Limited from time to time. We/our Company/Organization also undertakes to produce the relevant documents in respect of the various returns and the payments made during the tenure of the contract in respect of the workmen engaged by us before any third party, Government Agency/Authority. We/our Company/Organization also confirms that we shall maintain all records relevant to the record of ESI/PF deductions/deposits made and shall produce the same before

the AI Engineering Services Limited as and when required and/or required by any third party, Government Agency/Authority.

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

Signed, Sealed & Delivered

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

Through their Director/Proprietor/Representative

Witness:

1.

2.

Date:

Place:

