



Sub: Tender for Provision of Manpower Services – Office Assistants at Mumbai

AI Engineering Services Ltd (hereinafter referred to as AIESL), invites bids under Two Bid System from eligible Bidders (hereinafter referred as Bidder/Service Provider) who meets the Bid Evaluation Criteria as per Annexure A specified in this Tender document for provision of Manpower Services – Office Assistants at Mumbai.

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

The first three months will be trial period during which the contract can be terminated without assigning any reason and liability on either side. (Please refer Annexure D, Clause 9 (Termination of the Agreement)). After the successful completion of three months' trial period and in the event of there being no adverse entry, the remaining period of the contract, the work order shall be deemed confirmed.

Sr.No.	Parameters	Details
01	Name of the services to be provided	Provision of Manpower Services – Office Assistants
02	Ernest Money Deposit (EMD)	a) Rs.2,00,000/- (Rupees Two Lakhs only)
	Note: MSME/ Udyog Aadhar and Start up establishments are exempted from submitting EMD as per Govt. of India policy.	
03	Period of the Contract	The contract shall be valid for a period of Two Years from the date of commencement of the contract extendable for a further period of One Year on the same terms and conditions.
04	Date, Time & venue for the pre-bid meeting	17-08-2023 latest at 11:00 Hrs.(IST) AI Engineering Services Ltd, 2nd Floor, New Engineering Complex (NEC), Narrow Body Hangar, Airbus Group, Air India gate No.3, Near Bamanwada Bus stop, Saki-Vihar Road, Vileparle (East), Mumbai-400099.h
05	Due date and time limit for submission of the bid/quotation	23-08-2023 latest by 11:00 Hrs. (IST). Bids/quotations received after due date / time by post/courier/personally shall not be entertained / considered and the same shall stand rejected. The drop box for receipt of bids/quotations will be kept at Air-India Gate No. 3, AI Engineering Services Limited, New Engineering Complex, Sahar, VileParle (East), Mumbai 400099.
06	Opening of the Technical Bids	The technical bids/quotations received from various Bidders will be opened on 23-08-2023 at 11:30 Hrs (IST) by the Committee. The venue for opening of the technical bids will be at AI Engineering Services Ltd, 2nd Floor, New Engineering Complex (NEC), Narrow Body Hangar, Airbus Group, Air India gate No.3, Near Bamanwada Bus stop, Saki-Vihar Road, Vileparle (East), Mumbai- 400099.
07	Financial Bids	Financial bids of only such of those Bidders, who qualify in the technical bids evaluation, will be opened and considered. Date, venue and time for opening of the financial bids will be intimated by email to all the successful Bidders who qualify in the technical bids. No intimation will be sent to any of those Bidders/parties who do not qualify in the technical bids. It is reiterated that no correspondence/communication will be entertained from the Bidders who do not qualify in the technical bid.



Sr.No.	Parameters	Details
08	Tender fee and validity of the bids/quotations	There is no bidding document fee. The bids/quotations submitted by the Bidder will be valid for a period of 120 days from the date of opening the technical bid.
09	Number of persons required for execution of this contract.	Please refer to Annexure D of this document for the details

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

General Information:

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

This Tender document contains the following Annexures. The details of each Annexure are provided below for ready reference.

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General Manager (Engineering)
For AI Engineering Services Ltd.

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

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

Sr. No.	Criteria
01	The Bidder/Service Provider shall be a limited Company registered under Indian Companies Act, 2013/ 1956 or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India.
02	The Bidder/Service Provider must be a firm having a minimum annual turnover of Rs. 4 crores during each of the financial years i.e. for year 2020-21 & 2021-22 relating to the business of providing manpower services in India and the same shall be clearly indicated in the Technical Bid. A copy of audited balance sheets and P & L A/c, duly signed & stamped/sealed by the Proprietor / Director / authorized signatory shall be enclosed as proof of above)
03	The Bidder must possess Company PAN No., GST registration No., ESI registration and seventeen digit code, PF registration number and Code at the time of submitting the Bid/quotation to this Tender. The Bidder must ensure that all mandatory documents required for execution of this contract awarded under this Tender document shall be in the name of the Bidding Company/Organisation on whose behalf the bid is being submitted.
04	The Bidder to attach a copy of a current valid labor license, for an existing contract with AIESL or its sister concerns or with any other of their clients/establishment a preferably public sector.
05	The Bidder must have experience of minimum two similar contracts in last five years in providing similar services. Bidder should have atleast one contract where the bidder has provided 65 Office Assistants or similar clerical manpower. The details of the Principal Employer to whom such services have been rendered should be furnished.
06	The Bidder should possess an office in Mumbai to facilitate coordination and monitoring of the contract. In the event of the successful Bidder (L1) not having an office in Mumbai, then the same would have to be established within one month from the date of acceptance of Letter of Intent (LOI).
07	A copy of the appointment/assignment letter proposed to be issued to the personnel proposed to be deployed by the Service Provider for executing the contract awarded under this tender/providing the services as required shall be mandatorily attached to the bid/quotation submitted by the Bidder.
08	It is reiterated that the financial bids of only such of those Bidders who qualify in the technical bid will be eligible for evaluation.



09	<p>The overall L1 bidder/party shall be decided based on the total outgo to AIESL in respect of mandatory wage bill/service charges or administrative charges whichever is applicable. All rates quoted shall be exclusive of applicable taxes. Financial bids quoting “NIL” consideration/”Zero” or its derivatives upto 0.9999 and thereof/ One Rupee (Rs 1/-) as Service/Administrative charge shall be summarily rejected.</p> <p>Bidder(s) are advised to quote strictly as per the terms and conditions of the Tender documents and not to stipulate any deviations/exceptions/inclusions. Once quoted, the Bidder shall not make any subsequent price change after due date and time of submission of the bid. Price changes through any other mode shall render the offer liable for rejection and if indicated with the word negotiable shall also be as well summarily rejected.</p>
10	<p>In the event of there being a tie between Bidders, following procedure shall be adopted for selection of the successful bidder and subsequent award of the contract.</p> <ol style="list-style-type: none"> 1. The present staff strength (number) on the payroll of the Service Provider as on 1/8/2023. The number of employees declared shall be supported by the proof of payment of PF. 2. Relevant years of experience in providing Manpower Services in the category of skilled and semi-skilled categories. The higher the experience, higher will be the weightage for consideration. 3. Weightage will be given for financial creditability of the Company as certified by a nationalised bank (This solvency certificate will be asked for as and if required)

**TERMS AND CONDITIONS GOVERNING THE BID**

The terms and conditions that shall govern this Tender/Bid/Quotation are as under:

01	<p>'AIESL' as used in the Tender document means 'AI Engineering Services Limited'.</p> <p>The Tender refers to the present Tender document issued by AI ENGINEERING SERVICES LIMITED having Ref. No: - AIESL (WR)/Tender/EB/GM/I-33/190 Dated. 09/08/2023 for Provision of Manpower Services – Office Assistants.</p>
02	<p>The Bidder/ Service Provider having franchisee/sister concern arrangements can offer only one quote on behalf of all concerns under that arrangement.</p>
03	<p>The "Bidder"/"Service Provider" and / or "Party", as used in the Tender document, shall mean the one who is authorised to sign the Bid/Quotation Form and submit the same in response to this Tender for provision of Manpower Services – Office Assistants.</p> <p>It is further clarified that any individual signing the Bid/Quotation or other documents in connection with this Tender must certify whether he/she is signing it as:</p> <ol style="list-style-type: none"> A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor. A partner of the firm – if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender shall be signed by all the Partners. Constituted attorney of the firm, if it is a Company. Authorized signatory of the firm. The designated lead party in case of a joint venture, consortium, or association. <p>The bid shall be prepared by the "Sole Bidder" and shall be sent to AIESL directly. AIESL reserves the right to reject offers made by intermediaries/representatives.</p>
04	<p>The intending Bidder shall visit the site at their own cost and make themselves thoroughly acquainted with all the information necessary including contingencies, risks and other information to enable them to prepare a proper offer against this Tender.</p>
05	<p>The near relatives of employees of AIESL are prohibited from participation in this Tender. Near relatives are defined as:</p> <ol style="list-style-type: none"> Members of the Hindu undivided family. Their husband or wife Relatives in the manner as father, mother, son(s), son's wife, and daughter(s), daughter's husband, brother(s), brother's wife, sister (s) and sister's husband.
06	<p>Any company blacklisted/debarred/banned/disqualified for any reason whatsoever by its clients/AIESL/its sister concerns/AIESL or its subsidiaries in the last five years prior to the date of this tender dated 09/08/2023 is strictly prohibited from participating in this Tender.</p>



07	<p>All bids received against this Tender, from Bidders who submit their bid based on the Tender document downloaded from the web site, shall be evaluated as per the Bid Evaluation Criteria -Technical/price provisions of the Tender document.</p> <p>However, please note mere submission of Tender form does not necessarily mean that the Bidder is an eligible Party</p>
08	<p>ZERO DEVIATION Bidder is advised to quote strictly as per terms and conditions of Tender document and not to stipulate any deviation/exceptions / conditions. This is a zero deviation Tender. If at all any conditions are stipulated the bids will be summarily rejected.</p>
09	<p>Bidder to note that any deviation to following clauses of Tender document shall lead to rejection of their bids:</p> <ol style="list-style-type: none"> Firm Price for three years. Scope of Work Special Conditions of Contract Service Delivery Schedule Period of validity of Bid Performance Bank Guarantee/ Security Deposit Guarantee of work / Services / equipment Service level agreement Arbitration / Resolution of Dispute Force Majeure
10	<p><u>All the pages of the Tender document must be mandatorily signed and stamped by the authorised signatory and along with the supporting documents as asked in the technical bid.</u></p> <p>All documents in support of the Tender must be submitted in accordance with the checklist as per Annexure E. Any other condition specifically mentioned in the Tender documents, non-compliance of the clause thereof shall lead to rejection of the bid.</p>
11	<p>Pre-bid meeting</p> <ol style="list-style-type: none"> The purpose of the pre-bid meeting shall be to clarify issues and to answer questions on any matter related to tender that may be raised at that stage. The pre-bid meeting shall be held on 17-08-2023 at 11:00 Hrs. (IST) at 2nd Floor, Narrow Body, Group - A, AI Engineering Services Ltd., New Engineering Complex, Sahar Road, VileParle (East), Mumbai – 400099. Text of the questions raised and the responses given, together with any responses prepared after the pre-bid meeting, shall be transmitted without delay (without identifying the sources of the question) to all participants to the pre-bid meeting. Any modification in the bidding documents listed in Tender that may become necessary as a result of the pre-bid meeting shall be made by the AIESL exclusively through the issue of an Addendum / Corrigendum separately and shall be available for download from our website. Non-attendance by the proposed Bidder in the pre-bid meeting shall not be a cause for disqualification of the said proposed Bidder. Addendum and/or Corrigendum, if any, to the Tender document, shall be hosted on the website subsequent to the pre-bid meet which shall be referred and taken into consideration by all the parties irrespective of their presence in the pre-bid meet.



- d. Interested Bidders who desire to attend the pre-bid meeting may send their confirmation by email addressed to dgmie@aiesl.in & Cc to rajesh.mehra@aiesl.in with clear mention of the subject as “Tender for Provision of Manpower Services – Office Assistants. The date, venue and time for the pre-bid meeting will be informed in advance to all the Bidders who are participating in the tender and are interested in attending the pre-bid meeting.
- e. Please note that queries shall not be entertained by AIESL after pre-bid meeting and technical bid opening.
- f. During the process of the evaluation of bids, no queries shall be entertained from the Bidder with regard to the status of the evaluation. If required, the Tender committee members of AIESL shall visit the premises of the Bidder to verify all the supporting documents provided.

12 Earnest Money Deposit (EMD)

The Bidder shall furnish along with Technical Bid, Earnest Money (EMD) of Rs.2,00,000/- (Rupees Two Lakhs only), in the form of a crossed Bank Demand Draft drawn on any Nationalized / Scheduled Bank in favour of “AI Engineering Services Limited” payable at Mumbai.

The said Earnest Money so submitted along with the Tender is refundable in case of those Bidders who do not qualify in the Technical Bid evaluation and those who not qualify in the Financial Bid finalisation. The said amounts of EMD so paid will be refunded with no interest to the unsuccessful Bidders within two months of awarding the LOI to the successful Bidder.

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

However, the firms registered with NSIC/ SSI (under its Single Point Registration Scheme)/ Udyog Adhar/ MSME/ Startup shall be exempted from the payment of earnest money deposit provided they are registered for the services that they intend to quote for and provide against the concerned AIESL Tender. Such firms are required to provide an attested copy of the Certificate of Registration with NSIC / SSI/ Udyog Adhar/ MSME/ Startup.

Conditions regarding EMD:

- Tenders received with lesser EMD shall be rejected.
- Tenders received without EMD shall be summarily rejected (other than parties meeting the exemption criteria as per note given above)
- EMD so deposited shall not carry any interest.
- In case, the successful Bidder refuses to accept the LOI /Work Order/Service Level Agreement or fails to abide by any terms of the Tender / fails to commence the work within the stipulated time, the EMD of such successful Bidder shall be forfeited.
- In case of a successful Bidder, EMD will be adjusted against Security Deposit / Performance Guarantee and difference, if any, shall be paid to the other by either party.
- EMD shall be forfeited in case the party withdraws their Tender offer at any stage of the Tendering process.
- EMD shall continue to be in full force and effect till the time that the security deposit is provided by the successful Bidders to AIESL.



	Mode and method for submission of Bids/Quotations:
13	The offer shall be submitted in two bid formats. [A]. technical bid and [B]. Price bid as follows:
A	<p>Envelope 1- The technical bid covering all details as mentioned in the formats and all enclosures including a copy of the Tender document duly signed on all pages and all other supporting valid/completed enclosures as demanded in the Tender document should accompany the technical bid. The technical bid needs to be necessarily submitted in a separate sealed envelope super scribing the enquiry reference in bold letters with Bidder's name.</p> <p>“Technical bid – Ref. No: - AIESL (WR)/Tender/EB/GM/I-33/190 Dated. 09/08/2023”</p> <p>In addition to that, a pen drive which contains a PDF copy of the Technical bid (and not price bid) document needs to be submitted.</p>
B	<p>Envelope2- The price bid needs to be submitted in a separate sealed envelope super scribing the enquiry reference in bold letters with Bidder's name</p> <p>“Price Bid – Ref. No: - AIESL (WR)/Tender/EB/GM/I-33/190 Dated. 09/08/2023”</p>
D	The bid envelopes shall be submitted at the above address in person or by post/courier so as to reach up latest by 23-08-2023 latest by 11:00 Hrs. (IST) .
E	Tender documents sent through Post or Courier shall be at the risk of the Bidder and AIESL shall not be responsible for any loss or non-receipt of the said Tender documents or receipt of the same after 23-08-2023 latest by 11:00 Hrs. (IST) .
F	Tenders received after due date/time shall not be entertained/ considered under any circumstances.
G	The price quoted should be clearly typed /written in figures and words, free from corrections or overwriting. Correction, if any, must be authenticated by the full signature of the person who has signed the quotation.
14	GENERAL CONDITIONS GOVERNING THE SUBMISSION OF BIDS:
A	If Tender Opening/Closing date is declared a Holiday by Mumbai Office of AIESL due to unforeseen circumstances, the last date of Submission/Opening of the Bids shall automatically stand extended correspondingly same hours of the next working date.
B	All Bidders are required to submit the supporting documents along with the Tender copy duly signed and stamped by an authorised representative of the Bidder. In the event of any document not being submitted, please note AIESL shall not seek confirmations/clarifications/documents or explanations. Any bid that is not in line with conditions/requirements specified in the Tender shall be liable for rejection. Bidders are requested to go through all the clauses of this Tender carefully and then submit the supporting documents strictly as per the checklist enclosed in the Tender document.
C	AIESL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.



	AIESL reserves the right to allow Purchase preference to SSI /NSIC/Udyog Adhar/MSME/ Startup registered firms or Public Sector Undertakings as admissible under the prevailing policy of Govt. of India.
	The following requirements shall be strictly complied with by the Bidder:
D	1 The Bidder shall initial all the corrections if any.
	2 Bidder shall number, sign and stamp all pages of the Tender document and all the enclosures accompanying the Technical Bid/Financial Bid document before submission of the Tender.
	3 The Tender shall be accompanied by a certified true copy of the power of attorney, IF APPLICABLE
	4 The Tender documents together with Annexures/enclosures are to be submitted along with technical bid excluding Annexure I (Price Bid).
15	Rejection of Bids – Technical and Price: The response to the Technical Bid and Price Bid shall be rejected forthwith without being evaluated as per the norms of the Tendering process on the following grounds:
A	If the Bid (Technical and/or Price) has been received after the due date and time as mentioned in the Tender.
B	If only the Technical Bid has been received and the Price Bid has not been received, and vice versa.
C	If the Bid (Technical and/or Price) have been received by fax or email.
D	If the Bid (Technical and/or Price) have been received unsigned/unstamped on any of the pages of the Tender document
E	If the Bid (Technical and/or Price) has been received in an open condition.
F	Intentionally blank or incorrectly filled in.
G	The Price bids submitted by any party wherein the administrative charges / Service charges are indicated as “Zero: i.e. wherein no value has been indicated for the services provided
H	Any reasons for rejection of the bid as cited against any clause anywhere else in this Tender Document.
I	If the Technical Bids contains the price information, bids will be rejected. Price information to be submitted only with Price Bids.
J	Adverse feedback from current/past contract of similar nature.
16	GUIDELINES FOR FILLING IN THE FINANCIAL BID:
A	The Bidder shall submit its price bid quote including the rate and amounts in figures as well as in words. The language for filling Tender Document shall be in English only. The amount for each item shall be marked out with the relevant total.
B	When there is a difference between the rates in figures and words, the amount which stated in words and the rates which correspond to will be considered.
C	When the amount of any item is not worked out by the Bidder or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Bidder in words shall be taken as correct.
D	When the rate quoted by the Bidder in figures and words tallies but the amount is not worked out correctly, the rate quoted by the Bidder shall be taken as correct and not the amount



E	All rates shall be quoted on the proper form of the Tender alone. Special care shall be taken to write the rates and amount in figures as well as in words. The total amounts shall be written in figures. In case of figures the words “Rs.” Shall be written before the figures of rupees and words “paise” after the decimal figures, e.g. Rs.2.15 paise and in case of words, the word “Rupees” shall precede and the word “Paise” shall be written closely following the amount and it shall not be written in the next line.
F	<p>Price Bid Validity The price bid offered by the party shall be valid for 120 days from the date of technical bid opening. Any bid whose validity is less than 120 days shall be summarily rejected and such Bidder shall not take further part in the Tender process.</p> <p>Price Negotiation: As it is not the general norm for AIESL to carry out price negotiations following evaluation of the price Bids, the Bidder is advised to submit their best quotes in response to this Tender. AIESL however, reserves the right to carry out negotiations in exceptional cases with the Bidder who has been evaluated by AIESL as having offered the lowest bid in response to the Tender.</p> <p>Any communication by one Party to the other, pursuant to the submissions made in respect of this tender shall be sent in writing to the address specified for that purpose in the Tender document.</p>
17	<p>Award of LOI, Acceptance, Commencement, Work Order and Service Level Agreement: The award of Contract shall be subject to fulfilment of the conditions enumerated in this Tender document:</p>
A	The Bidder has to convey acceptance of LOI (Letter of Intent) within 7days of receipt of Letter of Intent.
B	The Bidder has to submit the security deposit /performance guarantee amount within 15 days from the acceptance of LOI. Please refer for details in Annexure C – Clause 2.
C	The Bidder has to deploy personnel for the job within 30 days after acceptance of LOI.
D	The Work order shall be awarded to the successful party within 45 days from the date of acceptance of LOI.
E	The successful Bidder has to execute a Service Level Agreement of Terms & Conditions as per Annexure J on a non-judicial stamp paper of Rs.200/- within 45 days of his acceptance of the LOI, which shall be notarized after duly obtaining the signature of the Principle Employer. The cost of the Stamp Paper and notarization shall be borne by the Successful Bidder on his own.
F	The contracts may be awarded as per requirement projected in Annexure E (Work scope)
18	<p>FRAUDULENT PRACTICES: AIESL requires that Bidders/contractors observe the highest standard of ethics during the bid and execution of contracts. In pursuance of this AIESL defines, for the purposes of this provision, the terms set forth below as follows</p>
A	“ corrupt practice ” means 1) offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process or 2) save and except as permitted engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement/Work Order as the case may be any person in respect of any matter relating to the Project or the LOI or the Agreement/Work Order who at any time has been or is a legal, financial or technical advisor of the Company in relation to any matter concerning the Contract of anything of value to influence the action of a public official in the procurement process or contract execution;



B	Fraudulent practise ” means a misrepresentation/board of director is same/ omission/ suppression/ disclosure of incomplete facts in order to influence the tendering process. Forging in order to influence a procurement process or the execution of a contract to the detriment of the AIESL, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the AIESL of the benefits of free, fair and open competition.
C	“Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the tendering process.
D	“Undesirable Practice” means 1) establishing contact with any person connected with or employed or engaged by the Company with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tendering process or 2) having a conflict of interest
E	“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders/prospective Service Providers with the objective of restricting or manipulating a full and fair competition in the Tendering Process.
F	shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
G	Shall declare a firm ineligible and put on holiday, either indefinitely or for a stated period of time if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
H	Shall rescind the contract forthwith, in case of successful Bidder adopting fraudulent/forgery/corrupt practices during the currency of the contract.
19	Errant Bidders: In case after price bid opening the lowest evaluated Bidder (L1) is not awarded the job for any mistake committed by them in bidding or withdrawal of bid or varying any term in regard thereof leading to re-Tendering, AIESL shall forfeit Earnest Money paid by the Bidder and such Bidders shall be debarred from participation in re-Tendering of the same job(s) as well as against any Tender enquiry for any service sought by AIESL or its subsidiaries at all locations.
20	Black listing conditions:
	The party/ board of director (whose name is common) shall be black listed/debarred/disqualified/banned from participating in any Tenders floated by AIESL for next six years, in case the Bidder in the event of the following:
A	Adopts fraudulent practices as cited above in clause 18 and against errant Bidders as specified in clause 19
B	Withdraws after award of the LOI/Work Order and fails to commence within the specified stipulated period and perform the contractual obligations during the currency of the contract.
C	The Bidder will be summarily disqualified if any Director/Partner/Proprietor has been blacklisted/debarred/banned/disqualified for any reasons whatsoever by their clients anywhere in India.



D	If it comes to the notice of AIESL at a later that Bidder's Company has been blacklisted/debarred/banned/disqualified for any reasons whatsoever by their clients anywhere in India, the quotation/bid submitted by the Bidder will be summarily disqualified/rejected.
E	If it comes to the notice of AIESL at a later stage that the Bidder has concealed the facts about his/her/their being convicted/blacklisted/debarred/banned/disqualified for reasons whatsoever by his/her/their clients anywhere in India, the contract awarded to the successful Bidder will be immediately terminated and Security Deposit/Performance Bank Guarantee will be forfeited. Even if the space provided for furnishing the details is left blank or incorrectly filled in, the contract of the successful Bidder will be terminated and the Security deposit/Performance Bank guarantee will be forfeited.
F	Negative feedback from any other MRO of AIESL/Sister concerns/AIAHL/AI/Previous or Current Clients of the Bidder anywhere in India.

**Annexure C**

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

1	RATES AND VALIDITY – INCLUSIONS
	The administrative fees or service charges offered/ finalized/ agreed by the Bidder shall be inclusive of all the costs there on incurred to deliver the services as per the work scope subject to exclusions mentioned below.
2	EXCLUSIONS
a	The minimum wages to be paid are all inclusive including employers' contribution to EPF and ESIC and does not include Gratuity, Administrative or Service charges, GST and Royalty. (It includes all statutory obligations including but not limited to minimum wages, Provident Fund, ESI, Bonus, HRA, Pay for state Holidays, and all other levies etc.)
b	On monthly basis Allowance of Rs.4350/- (Canteen Subsidy, Uniform Maintenance, Conveyance & Telephone Allowance) should also be paid to the personnel in addition to the minimum wages. The allowance will be in proportion to number of days attended by the Office Assistant. Minimum wages and allowance will be reimbursed by AIESL at actuals.
c	The airport/ MIAL charges as applicable to AIESL shall be reimbursed against copy of proof of payment duly endorsed by the Authorized signatory of the service provider along with copy of bill from the concerned agency to value component as applicable to corresponding airport areas only.
d	The GST on applicable rates is excluded . This would be reimbursed separately by AIESL on production of receipt as proof of payment for the previous month GST amount.
e	Any other tax as per Government laws including Royalty as and when made effective after the due date of the Tender.
3	VALIDITY & EXTENSION
a	Administrative fees or service charges finalized and agreed shall remain firm during the full Contract period. Except the revision of applicable minimum wages rates from time to time as specified by the State Govt. whichever is applicable for Highly Skilled/Skilled/Semi-Skilled/Un-Skilled personnel.
b	Subject to 'C' below the Contract shall be awarded for a period of two years from the date of commencement of the Contract.
c	The first three months of the Contract may be treated as a trial period, during which, if the services rendered by the successful Service Provider are found to be unsatisfactory/not in the standard required to be maintained as per AIESL's requirement, the contract shall be terminated by AIESL immediately, at its sole discretion.
4	<u>SECURITY DEPOSIT / PERFORMANCE GUARANTEE</u>
a	The successful Bidder, on award of LOI/Work Order shall deposit, and continue to maintain for the entire period of Contract plus three months thereafter, a sum equivalent to 5% of the annual value of Contract as estimated by AIESL, an unconditional and irrevocable Security Deposit/ Performance Guarantee in the form of Demand Draft/Pay Order/Bank Guarantee from a Scheduled/ Nationalized Bank within 15 days from the date of acceptance of LOI. Hence the payment will have to be deposited prior to the time of commencement of the works.



b	In case, Security Deposit/Performance Guarantee is not deposited in time, the bills raised by the Bidder shall not be processed for payment till the security deposit is made good.
c	In case of breach of Contract or violation of any terms of the Contract the Security Deposit/Performance Guarantee shall be forfeited/bank guarantee be invoked.
d	Such Security Deposit/Performance Guarantee shall not bear any interest, and shall be refunded without interest only on successful completion of the awarded work and on fulfilling of all Contractual obligations after a claim period of 3 months.
e	In case of Bank guarantee, the validity of the said Bank Guarantee shall be for the full tenure of the Contract period plus 3 months. The said Bank Guarantee shall be returned after successful completion of the contract and on fulfilling of all Contractual obligations after the claim period of three months.
f	In case of partial or total encashment of Security Deposit by AIESL, the Successful Bidder shall reinstate the Security Deposit to its original level within 10 days, failing which the Contract may be terminated by AI Engineering Services Ltd. in its sole discretion.
5	EXECUTION OF WORKS
a	The successful Bidder has to convey acceptance of LOI in writing within 7 days from the date of the LOI.
b	The successful Bidder shall be required to commence the services within 30 days from the date of acceptance of LOI
c	The successful Bidder has to execute a Service Level Agreement of Terms & Conditions as per Annexure J on a non-judicial Stamp Paper of Rs.200/- within 30 days of his acceptance of the LOI, which shall be notarized after duly obtaining the signature of the Principal Employer. The cost of the Stamp Paper and notarization shall be borne by the successful Bidder on his own.
d	The successful Bidder before final commencement of services shall be required to give adequate training to his manpower regarding the services to be carried out without any liability to the AIESL.
e	The Service Provider must ensure that payment of wages is made through ECS for which purpose all the personnel deployed by him should furnish their bank account number within 20 days after commencement of the contract.
6	GENERAL REQUIREMENTS: :: The staff employed by the Bidder for carrying out the subject job shall do so at the sole risk and responsibility of the Bidder.
a	Supervision of personnel/ employees provided by the successful Bidder shall be the responsibility of the successful Bidder himself/herself. The successful Bidder will deploy at least one supervisor at his own cost on regular basis for managing the manpower deployed at AIESL. Supervisor should be at least graduated and have expertise to manage manpower deployed to render the services efficiently and in terms with Service Level Agreement agreed upon.
b	The successful Bidder shall have to replace the concerned personnel forthwith found unsuitable by AIESL. AIESL further reserves the right to refuse entry of any such personnel for rendering the aforesaid services
c	The successful Bidder must deploy personnel at its own cost the supervisors to monitor the work allotted to the employees/ staff on day-to-day basis taking into account the requirements as indicated in Annexure E of the Tender document.
d	The services shall be carried out by the successful Bidder by deploying trained personnel.
e	While performing the Manpower Services by the personnel of the successful Bidder, if any item belonging to AIESL is found, the same shall be deposited immediately with Officials of AIESL against receipt.
f	The Authorised Representative/Supervisor of the successful Bidder shall personally visit the place of work on a regular basis to ensure smooth execution of work by its staff.



g	The staff employed by the Bidder for carrying out the subject work shall do so at the sole risk & responsibility of the Bidder.
h	The Successful Bidder shall provide Proper Uniform for both male and female.
7	<p>UNDERTAKING: The Bidder shall provide the undertaking along with the acceptance of LOI as detailed below. The submission of the undertaking is mandatory and if not submitted along with the acceptance of the LOI, the LOI is liable to be withdrawn or cancelled.</p>
a	<p>I/We hereby undertake we have the required registrations and licenses under all the applicable local and central taxes/ laws and to be specified separately under each applicable tax/ law/ Act (i.e. GST/ Income Tax Act/ Customs Act etc.) And the same shall be produced forthwith for verification/checking of AIESL or to a third Party authorized by AIESL/ agencies of Govt. of India.</p> <p>I/We hereby undertake to ensure that the work as per the work scope specified will be executed to the satisfaction of AIESL.</p> <p>I/We hereby undertake that within five days from the date of acceptance of the LOI we shall apply for Form III/Form V as applicable from M/s. AI Engineering Services Ltd and arrange to obtain the necessary labour license under Contract Labour (Regulation & Abolition) Act, 1970 from the relevant Competent Authority is from the Office of the Asst. Labour Commissioner (Central)</p> <p>In the event of us not being covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, shall obtain a letter from the concerned Central Labour authorities confirming the same.</p>

COMPLIANCE

01	CURRENT LABOUR LAWS AND AS AMENDED FROM TIME TO TIME, COMPLIANCE OF SECURITY REGULATIONS/RULES
a	CONTRACT LABOUR (R & A) ACT, 1970 The Bidder/Service Provider 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. It is expressly understood that the Bidder is fully responsible to ascertain and understand the applicability of this Act and take necessary action to comply with the requirements of Law, as applicable and amended from time to time.
b	The Bidder/Service Provider shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the Bidder. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable in Toto. It is mandatory on part of the Bidder must ensure that within five days from the date of acceptance of LOI (letter of intent), if applicable, they shall obtain Form-V/Form – III as applicable from AI Engineering Services Ltd and arrange to obtain the necessary labour license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the office of Asst. Labour Commissioner (Central) In the event of the Bidder/Service Provider not be covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, the Service Provider shall obtain a letter from the concerned Labour authorities confirming the same.
c	The Bidder /Service Provider shall maintain proper record/ register as required under the Contract Labour (Regulation and Abolition) Act 1970 or any other acts, rules and other relevant enactments thereon. The Records/ Registers shall be produced for Verifications/Inspections as and when required by AIESL. The Bidder shall possess a valid licence for the jobs being carried out.
02	EMPLOYEES PROVIDENT FUND AND MISCELLANEOUS PROVISIONS ACT, 1952 AND EMPLOYEES STATE INSURANCE ACT, 1948 & EMPLOYEES STATE INSURANCE ACT 1948.
a	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.
b	The Bidder shall ensure that their establishment is covered under the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act having its independent Code number . Thus the Bidder shall ensure that all the eligible employees are covered under these Acts.
c	The Bidder/ Service Provider shall ensure that all mandatory contributions in respect of Provident fund and ESI are mandatorily paid to the concerned authorities latest by 15th and 21st of the following month. It will also be mandatory to obtain ESI IP number for all personnel deployed by the Bidder. All amendments made from time to time under both the Acts should be adhered to.
d	The Bidder/Service Provider shall provide and comply under the ESI State Insurance Act, 1948 with a seventeen digit code.



e	The Bidder while submitting bills to the Company as above, the Bidder shall also render documentary evidence with an undertaking of the deposits of Provident Fund/ESI contributions made by them in respect of the workforce under consideration for payment of wages, failing which, the payment of the bill by the Company shall be withheld until such compliance with. Copy of the format for details to be furnished is attached in Annexure G .
f	In case, while on duty and during the course of engagement in the work premises of the Company under this Agreement, if any of the Bidder's workforce meet(s) with any injury indisposition due to the accident or other natural calamities, the Bidder shall ensure that immediate and adequate medical aid viz. First-aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, the Bidder shall also be liable for meeting with statutory liabilities under the Employee's State Insurance Act, 1948.
3	<p>OTHER RELEVANT ACTS WHICH ARE APPLICABLE:</p> <p>That the Bidder hereby confirms that the said Bidder, have registered their firm/company with each and every authority under all applicable provisions of law, requiring registration and Bidder further confirms that all licenses required under each and every applicable provisions of law had been granted to the said Bidder under the acts such 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 Bidder in strict compliance thereof. The Bidder shall ensure that all returns that are required to be submitted under the applicable labour laws shall be submitted from time to time.</p>
	<p>GENERAL CONDITIONS:</p> <p>a. The Bidder shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to his employees. The Bidder shall duly comply with all Central and State Acts, laws, statutory rules, regulations, bye-laws as applicable or which might be applicable to the Service Provider/ Bidder from time to time.</p> <p>b. The Bidder shall at all times indemnify and keep indemnified the Company against any/all claims under the employee's Compensation Act; Payment of Wages Act, Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory amendments/modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury/death sustained by any worker or other personnel of the Bidder or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made there under, by any person whether in the employment of the Bidder or not, who provided or provides the said Services under this Contract.</p> <p>c. The Bidder shall indemnify AI Engineering Services Limited at all times against any damages so caused to the Company on account of failure on the part of the Bidder to obtain such licenses and permissions as required. The successful Bidder shall furnish an indemnity Bond as per format attached on a separate non-judicial stamp paper of Rs. 200/- duly notarized along with the agreement after LOI is issued. Copy of the Indemnity Bond to be furnished is attached as Annexure G.</p>



	<p>d. In case of any financial liability is imposed upon AIESL of any nature whatsoever, the service provider shall be liable to make the said liability good forthwith failing which AIESL shall have the right to recover the said amounts by withholding payments/forfeiting deposits/recover from amounts payable to service provider along with any penalty and interest thereof.</p>
02	PERSONNEL/MANPOWER RELATED COMPLIANCE:
a	The Bidder shall not engage any workmen below the age of 18 and not above the age of 60 years. The Bidder shall produce age proof in respect of the workmen deployed by them.
b	The personnel deployed by the Service Provider will observe timings as applicable to them from time to time on all working days excluding half an hour lunch time. The manpower so deployed shall have to adhere to punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
c	The successful Bidder shall provide at its own cost the two sets of uniforms (bearing company name and logo) (approved by AIESL).
d	Split Duty may also be imposed based on Company requirement.
e	The Successful Bidder has to ensure that payment of wages is made through ECS for which purpose all the personnel deployed by him should furnish their bank account number within 20 days after commencement of the contract
f	If the need arises as per the work requirement of the Company, the manpower deployed by the Service Provider may have to sit late or come early or attend office on weekly off days/declared holidays of the Company.
g	<p>The Service Provider shall be the employer of his personnel for all purposes and AIESL shall not be held partially or fully responsible for any dispute that may arise between the Service Provider & his Personnel.</p> <p>At no stage of the Contract shall the employees of the Bidder be deemed to be employees of AIESL. The Bidder shall be liable not only to pay wages to his employees but overtime, payment for weekly offs; any compensation, notice pay, gratuity or bonus as payable and the Principal Employer shall not be held liable for any obligation of the Bidder. Further the Bidder shall be responsible for providing statutory facilities to his employees, as it shall not be binding on AIESL to provide these facilities to the persons deployed by the Bidder. The Bidder shall make arrangements to provide proper and valid identity cards to the employees.</p>
h	<p>Contents of the appointment letter to be issued to the manpower deployed by the Bidder/Service Provider for rendering the services to AIESL:</p> <p>The service provider shall issue assignment/appointment letters to the personnel proposed to be deployed by them towards providing Manpower service. The said assignment/appointment letters inter-alia among other terms and conditions shall also mention the following points.</p> <p>1. The letter shall clearly indicate that the incumbent will be an employee of the service provider only at all times and for all purposes, though the location of work will be at AIESL during the assignment period.</p>



h	<p>2. The assistance provided by AIESL in obtaining security passes/entry permits and identity cards will be only to ensure and comply with security and safety norms of the premises and for no other purpose.</p> <p>3. The letter of assignment issued shall clearly indicate that the assignment is for a fixed tenure i.e., and is limited to the duration of the said contract and shall come to an end automatically when the contract expires or till their assignment ends.</p> <p>4. The letter of assignment shall also indicate the Aadhar Card and Bank account details of the employee.</p>
i	<p>The Bidder shall strictly ensure that Minimum Wages as stipulated by the State Government whichever is applicable for Highly Skilled/Skilled/Semi-Skilled/Un-Skilled category engaged is paid each month to the personnel deployed by them. The Bidder shall issue salary slips to each of the workmen engaged by them every month in respect of the wages paid. The Bidder shall ensure that the workmen deployed by them are granted a paid weekly off. This shall be a mandatory compliance. (Salary being done through ECS to respective bank account of employees.)</p>
j	<p>All payments shall be made to the workmen deployed by Service Provider on a monthly basis. Attendance register incorporating all details of attendance in respect of the workmen deployed by them is to be maintained. The Bidder shall ensure that the disbursement of wages to the persons deployed/engaged by them shall be made before the 10th of each month. Copy of bank statement indicating payment of wages to be attached with invoice.</p>
k	<p>In case, it is noticed from the bank statement of the Service Provider that there is a delay in on-time payment of wages of his employees or part employees are paid wages, a penalty of Rs. 1000/- per day will be levied on the Service Provider from 11th of the month till the date the wages are paid to all the employees.</p>
l	<p>The Bidder shall perform the work assignments to the best satisfaction of the Company. In case of unsatisfactory performance, intimation shall be given in writing to the Bidder and the Company reserves the right to cancel the Contract forthwith after due notice period. In that event the legal payments made to the workforce of the Bidder, the same shall be fully recoverable from the Bidder from his Security deposit/outstanding bills.</p>
m	<p>It shall be sole responsibility of the Service Provider to settle disputes if any, rising out of the engagement between the Service Provider and the personnel engaged by him. The Management of AIESL shall not in any way be responsible, in the event, the personnel approach to the competent authority, under any Labour Act or the Court, the entire expenses in this behalf shall be borne by the Service Provider. For failure, the Service Provider shall alone be responsible for all action initiated by the Enforcing Agencies of the Government & others, including penalties imposed thereon and AIESL shall have no obligation towards them.</p>
03	<u>INDEMNIFICATION</u>
a	<p>The successful Bidder shall indemnify AIESL against third party claims arising out of acts and deeds on the part of Service Provider's personnel deployed for the work. The successful Bidder shall also indemnify AIESL against any loss or damage by its personnel to AIESL personnel or property including machinery, equipment or buildings. In case, any such amount is not deposited/paid to AIESL, the same shall be deducted from Security Deposit/Bills/Future payments due to the successful Bidder.</p>



b	<p>In the event, AIESL pays or is made responsible to pay the compensation for/towards non-compliance of statutory and labour provisions/any other reason, the successful Bidder shall indemnify and keep indemnified AIESL to the full compensation in this regard.</p> <p>In case of injury or loss of AIESL staff due to any act or deed of successful Bidder's employee or due to an accident, the successful Bidder shall arrange to pay AIESL employee or AIESL employee's legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful Bidder. The legal costs shall also be borne and paid by the successful Bidder</p>
c	<p>The Bidder shall indemnify against any clauses elsewhere as referred to in this Tender document which specifies so.</p>
d	<p>In case of any financial liability imposed upon AIESL of any nature whatsoever, the service provider shall be liable to make the said liability good forthwith failing which AIESL shall have the right recover the said amounts by withholding payments/forfeit deposits/ recover from amounts payable to service provider along with any penalty and interest thereof</p>
04	<p><u>CLAIMS FOR DAMAGE / LOSS</u></p>
a	<p>AIESL shall promptly notify the Bidder of any claims/deficiency on the part of the Bidder arising under/out of the Contract.</p>
b	<p>In case any office equipment provided to Service Provider personnel is damaged / loss etc., AIESL shall be compensated to the extent of the replacement at its landed cost at Mumbai.</p>
c	<p>In case the Service Provider, having been notified by AIESL, fails to take remedial action within the stipulated time as advised, AI Engineering Services Limited may take a remedial action without any further notice, at the Bidder's risk and cost. AIESL shall also levy damages/terminate the Contract without prejudice to any other rights which AIESL may have on the Bidder under the service Contract.</p>
5	<p><u>COMPLIANCE OF SECURITY REGULATIONS:</u></p>
a	<p>The successful Bidder shall ensure compliance and shall be solely responsible to adhere to all the safety and security regulations of AIESL, or any other agency associated with Aircraft Hangar for personnel deployed by them.</p>
b	<p>The successful Bidder shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies/Legal Authorities from time to time, with regards the provisions of services. As well all such clearances/licences shall be current.</p>
c	<p>The successful Bidder shall provide to AIESL all personal details (name, father's name, age, permanent address & present address) along with passport size photograph, of its employees, and proof of age and educational qualifications who shall be working under this contract at the respective airports and shops/plants/ hangars located at NEC/ OAP. AIESL shall arrange to issue a letter of intent (LOI) on the Successful Service Provider before the release of formal Work Order to enable the Service Provider to apply for the Entry Pass in time before the commencement of this contract. Any violation of security regulations and indulging in illegal activities including but not limited to smuggling/ theft/ act of sabotage/ pilferage of property by successful Bidder's personnel shall be at the cost / risk of successful Bidder and shall be liable for all the legal consequences thereof.</p> <p>The successful Bidder shall ensure a prior verification of character and antecedents of its personnel from local/ Mumbai Police (Police clearance certificate) before deployment, in AIESL as it is a "protected</p>



c	industry” and Airport Hangar as “protected area”. Every employee’s photograph, copy of Police verification of character and antecedents are to be furnished to AIESL Security along with an undertaking to bear the cost and risk in case of adverse situations arising out of their personnel/ and their act.
d	The personnel so deployed must be in possession of photo identity cards provided by the successful Bidder under its signatures, company’s name and seal apart from Entry Passes issued by AIESL for entry to be shown if and when demanded by AIESL’s officials.
e	The successful Bidder shall have a system to issue/ retrieve AEP/ Entry Passes to/ from their employees while they report or leave the AIESL/ premises, so as to ensure that their employees are not misusing the AEP/ Entry Passes.
f	The successful Bidder shall have a system to surrender the Expired/ Lapsed/ Terminated Entry Pass of its employees to the issuing authority.
g	Any lapse noticed on the part of any employee of successful Bidder involved in theft/pilferage/malpractices shall be inquired into by AIESL Security/other officials and suitable action including legal proceedings shall be initiated for breach of contractual liability along with penal provisions of various laws.
h	The successful Bidder shall take the responsibility for good conduct of its employees in AIESL/ airport premises. If any of the successful Bidder’s employee is involved in any theft/ pilferage of property of AIESL’s passenger/ passenger baggage/ cargo consignments/ AIESL property also in other areas of work as assigned by AIESL, AIESL reserves right to impose penalty on the successful Bidder apart from AIESL’s right to take appropriate legal action.
i	The successful Bidder shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies/ Legal Authorities including MIAL from time to time, with regards the provisions of services.
6	<u>FINANCIAL PROCEDURES</u>
a	PAYMENT: All payments to the successful Bidder by AIESL for the services rendered by it shall be subject to the following compliances by it: -
b	Monthly Bills issued by the successful Bidder shall be submitted by 25 th of the following month to AIESL authorized officials for due certification by AIESL’s General Manager (Engg.)-, NEC, Mumbai or officers authorized by him and forwarded to finance department AIESL for processing payment.
c	The payments shall be processed subject to successful Bidder attaching proof of compliance with all applicable labour laws & provisions.
d	AIESL shall make payment on monthly basis by an account payee cheque/ ECS within 45 days of the submission of bills for the undisputed amount. The successful Bidder shall, along with its bills, submit the requisite proof of deduction and deposit of PF challan/ online payment, ESIC challan /online payment, disbursement of wages pertaining to the month for which the bills are raised as per Annexure H, failing which bills shall not be processed for payment.



e	TDS shall be deducted by AIESL from the payment made against the bills, as per the applicable laws. The Tax deduction at source (TDS) shall be deducted as per the provisions of Income Tax Law, as amended from time to time and a certificate to this effect shall be provided to the service provider by AIESL.
f	Any delay in submission of the bills along with requisite documents shall cause delay in clearing the payments.
g	Payment of salary of personnel's deployed in AIESL should made by Bidder before 10 th of the following month.
h	In the event, payment of Royalty being applicable during the tenure of contract, the same shall be paid by the Bidder to MIAL any other relevant authority, the same shall be reimbursed to the Bidder as per applicable rules and amended from time to time.
7	<u>PENALTY/ DAMAGES:</u> The successful Bidder shall be liable to pay to AIESL, genuine pre estimate of loss as damages in case the successful Bidder fails to adhere to the Tender work scope and performs its obligations under the Contract with deficiency and/ or shortcomings/ failures as mentioned below:
a	A further cost calculated (assessed by the company) shall be levied in respect of damages caused due to reasons of negligence and carelessness on part of the personnel deployed by the Service Provider.
b	The cost incurred by the company in the event of availing alternative arrangements, in case the service provider is not able to provide the services as specified in this tender document, shall be recovered from the service provide in full.
c	In case of delay in on-time payment of wages of employees, a penalty of Rs. 1000/- per day of delay (subject to maximum penalty not exceeding the monthly bill) will be levied from service provider.
d	Deploying less than 200 personnel on any working day will attract penalty of 5 times the administrative / service charge, per person per day This penalty will not apply in case the personnel's are not able to report due to bandh, water logging, and stoppage of public transportation.
8	<u>RECOVERY OF SUM DUE:</u>
a	As per the contract entered between AIESL and the successful Bidder, if any sum of money is recoverable from the successful Bidder, AIESL shall be entitled to recover such sum by appropriating in part or full from the Security Deposit already deposited by the successful Bidder or from their outstanding bills.
b	In the event of the Security Deposit being insufficient, the balance or the total amount recoverable, as the case may be, shall be deducted from any sum due to the successful Bidder, under this, or any other contract between the successful Bidder and AIESL. Also, shall this amount be insufficient to cover the said full amount recoverable, the successful Bidder shall pay to AIESL the balance amount, if any, within 30 days of the demand made by AIESL.
c	If any amount due to the successful Bidder is so set off against the said Security Deposit, the successful Bidder shall have to make good the said amount so set off to bring the Security Deposit to the original value immediately, and in any event, not later than 10 days of the depletion of the original value.



d	AIESL reserves the right to recover from the successful Bidder's periodical payments, for any loss or damage caused to plant/equipment/machinery/building or any other property of AIESL by negligence or due to any other reason of successful Bidder's employees, whatsoever
9	<u>TERMINATION OF AGREEMENT</u>
a	AIESL may at any time terminate the Contract with immediate effect by giving written notice to the successful Bidder , if the successful Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to AIESL.
b	The Contract can be terminated with three-month prior notice by both the parties at any time during the term of the Contract without assigning any reasons and liability on either side subject to continuity of the contract during the notice period without compromising the service to AIESL and payment as due to the Service Provider as governed by the terms and conditions of the Tender.
c	In case of failure of the successful Bidder to carry out the services to the satisfaction/ requirement/ standards of AIESL, AIESL shall be free to get the services by some other Agency/ Party at its sole discretion but at the risk and cost of the terminated vendor.
d	In case of breach of contract by the successful Bidder , AIESL shall have a right to rescind the contract at any time without assigning any reasons & without any liability to AIESL. AIESL also reserves the right to claim from the successful Bidder for any loss sustained due to unsatisfactory performance of the contract.
e	In the event there being any violation of any labour laws particularly in relation to Minimum Wages, Payment of wages, ESI, PF and other applicable laws the contract shall be terminated without any notice.
f	If the Successful Bidder adopts any fraudulent practices at any time during the currency of the contract as outlined in clause 36 (b).
10	<u>SUBCONTRACTING:</u> Subcontracting/Franchising in any form is strictly prohibited. In case, it is found that the Bidder has resorted to subcontracting/franchising in any form, the AIESL reserves the right to terminate the contract, forfeit the security deposit or invoke bank guarantee & initiate legal action at the cost & risk of the Bidder. In case of failure to carry out the job to the satisfaction of GM (Engg)-AIESL, or his nominee, AIESL will be free to get the job done by others at the cost and risk of the Bidder.
11	<u>LEGAL IMPLICATIONS</u>
a	<u>INTERPRETATION:</u> In the event of any difference in the interpretation of any of the clauses of the Service Contract/Agreement and/or the Tender documents, the clarification given by General Manager–E, AIESL, Mumbai, shall be final and binding.
b	<u>ARBITRATION:</u> Level 1: Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Service Agreement or validity or the breach thereof, shall be referred to GM (Engg.) Maintenance, AIESL, WR.



b	<p>Level 2: Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Service Agreement or validity or the breach thereof, shall be referred to “SCOPE FORUM OF CONCILIATION AND ARBITRATION –GOVT OF INDIA” and the award made in pursuance thereof shall be binding on the parties to the arbitration.</p> <p>The venue of arbitration shall be at Mumbai, India and it shall be referred to a bench of three arbitrators. Each of the Party to the Contract shall select one arbitrator each and the Panel of Scope Forum of Conciliation and Arbitration shall select the third arbitrator who shall act as Chairman / Presiding arbitrator of the Arbitral Tribunal.</p> <p>The arbitration proceedings shall be carried out in English and the award of the Arbitral Tribunal shall be final & binding on the Parties.</p>
c	<p><u>JURISDICTION:</u></p> <p>The construction, interpretation, validity and performance of this Contract/Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between AI Engineering Services Limited and Bidder whatsoever shall be subject to the exclusive Jurisdiction of Mumbai Courts Only.</p>
d	<p><u>FORCE MAJEURE:</u></p> <p>Neither Party shall be liable for delay in performing obligations or for failure to perform obligations if the delay results from any of the following (whether happening in India or elsewhere), Act of God or any Governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion. The Party shall use all reasonable endeavours to minimize any such delay. Upon cessation of the event giving rise to the delay the parties shall in so far as may be practicable under the circumstance, complete performance of their respective obligations hereunder.</p>

Work Scope

1. Qualification Criteria for the personal deployed for the Manpower Services

Job Responsibility	Educational Qualification	Professional Expertise	Additional Qualification
Office Assistant	Minimum Graduation & Above	Works with office software Programs which includes Spread sheets, databases, word processing. Also might assist with typing and formatting report, manuals, newsletter & other administrative work.	Atleast 1 year of Work Experience.

2. Functional Responsibility of personal to be deployed for Manpower Services

- Handling of official communication preferably in English, cataloguing, filing, maintenance of files, initiating new proposal.
- Maintaining action points of the project right from initiation until their completion.
- Data updating & report generation during project life cycle.
- Able to analyse and write notes/ office letters.
-

3. Work Timing & Hours

The Prevailing AIESL Shift timing adhered to, Subject to the change as per need.

The Total working Hours per week shall be as per the Factories Act 1948 (48 Hours per Week)

4. Place of work:

Any Shop / Hangar / Stores in Mumbai, Where the office assistant services shall be carried out Normally in Two Locations i.e. NEC (New Engineering Complex), OAP (OLD AIRPORT)

5. Requirement:

LOCATION	OFFICE ASSISTANT PERSONNEL REQUIREMENT
NEW ENGINEERING COMPLEX (NEC)	81
OLD AIRPORT (OAP)	137 + 2 = 139
TOTAL	220

The Deployment of personnel by the service provider will be done subject to the requirement. The required number may vary (reduce or increase) by 25% as per the projected requirement.

6. Service Standard:

The Services rendered shall adhere to the time/procedures as specified and agreed to in the Service Level Agreement, Annexure J. The service Provider shall be solely responsible to provide the Required Manpower at all times.

**ANNEXURE - F**

**Bidders are to submit this form duly completed & signed in a sealed envelope super scribed as
“Technical Bid – Ref. No: - AIESL (WR)/Tender/EB/GM/I-33/190 Dated. 09/08/2023”**

Technical Bid Form – Part A

1	Name of Contract	“Tender for Provision of Manpower Services”			
2	Name of the Company / Establishment				
3	In the event of the registered office not being in Mumbai, then address of the branch office at Mumbai is to be furnished.				
4	Full Address of Registered Office				
5	Name of contact Person.				
6	Telephone No. / Mobile No.				
7	Email ID				
8	Nature of company (Whether Proprietorship Firm / Partnership Firm / Limited Company / Corporation / Any Other (Specify) (Enclose Proof)				
9	Particulars of Registration – Issued in the name of the Bidder	Attached to the tender document Yes / No	If Yes, give details		
			Number	Date of Issue	Valid up to
9a	Company Incorporation Certificate				
9b	Existing Valid License (Under Contract Labour (Regulation & Abolition) Act 1970 showing up-to-date renewal. (Only one) with proof				
9c	PF Registration certificate in the name of Service provider with proof				
9d	ESI Registration certificate with the seventeen digit code allotment letter in the name of service provider with proof				
9e	PAN number with proof				
9f	Goods & Service Tax (GST) Registration No.				
9g	TAN Registration No. with proof				
10a	Experience in provision of skilled manpower services in last five years (after 01.01.2018)				
10b	Copies of Current Contracts in support of 11a, duly certified by hiring company / self-attested enclosed				
11a	Total Number of personnel employed presently at Mumbai: _____				_____ persons



11b	Wage sheet for the month of June 2023 enclosed for one client or one station where ESI/ PF is applicable.	Yes/No
11c	GST Challan for June 2023	Yes/No
11d	ESI remittance challan for the month of June 2023 for deployed persons of the same client under the seventeen digit code	Yes/No
11e	PF remittance challan for the month June 2023 for deployed persons of the same client	Yes/No
11g	Assignment /Appointment letter copy normally being given to the personnel deployed by you.	Yes/No
11h	Tender document signed, stamped and duly completed in all aspects	Yes/No
12a	Annual turnover for the previous Financial Year (2021-22) & Financial year (2020-21)	Rs _____ (In Lakhs) Rs _____ (In Lakhs)
12b	Copy of Balance sheet and P&L Account for the Financial Year (2021-22 & 2020-21) duly signed by the proprietor/ Director enclosed.	Yes/No
12c	IT returns for Assessment year 2021-22 & 2020-21	
13a	Annual Turnover pertaining to Business of providing Manpower Services for Financial Year (2021-22) & Financial (Year 2020-21) (Auditors Certificate).	Rs _____ Rs _____
13b	Original copy of Authorized Signatories - Letter of authorisation for signing the bid document issued by the director/ proprietor	
13c	Registration /Affiliation with any other Agency (Please Specify Details)	
13d	Company Profile	
13e	Separate pen-drive which contains PDF copy of Technical Bid document and price bid document respectively.	

14. Earnest Money Deposit Details:

Amount (INR)	Tender Ref. No.	Name of Bank	Demand Draft No. & Date
Rs. 2,00,000/- (Two Lakh)	AIESL(WR)/Tender/ EB/GM/I-33/190 Dated.09/08/2023		

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

Exemption claimed as MSME/ SSI/ NSIC/ PSU/ UdyogAadhar/ Start up	Certificate No	Validity date	Amount Approved as per Certificate



16a	Has any Director/Partner/ Proprietor been convicted/debarred/blacklisted/banned/disqualified at any time by any court of law	YES/ NO (If Yes, give details)
16b	Has your company been blacklisted/debarred/banned/disqualified for any reasons whatsoever by any of your clients anywhere in India.	YES/ NO (If Yes, give details)
16c	Whether you raised any dispute with AIESL & its subsidiaries in relation to any contract (either as a company or as a director of the company)	YES/ NO (If Yes, give details)
17	IT returns for Assessment year 2021-22 & 2020-21	
18	Company Profile	

Bidder will be summarily disqualified if any Director/partner/Proprietor has been blacklisted/debarred/banned/disqualified for any reasons whatsoever by his clients anywhere in India. If it comes to the notice of AIESL at a later stage that the Bidder has been blacklisted/ debarred/ banned/disqualified for any reasons whatsoever by his clients anywhere in India, the quotation submitted by Bidder will be summarily qualified/ rejected. If it comes to the notice of AIESL at a later stage that the Bidder has concealed the facts about conviction/blacklisting/debarring/ banning/disqualifying for any reasons whatsoever by his clients anywhere in India, the contract of the service provider will be immediately terminated and SD/PBG will be forfeited. Even if the space provided for furnishing details in tender document is left blank, the contract of the Service Provider will be immediately terminated and Security Deposit/performance bank Guarantee will be forfeited.

19. Details of Manpower services was undertaken during last 5 years (Jan 2018 onwards)

(A separate sheet may be enclosed for these details together with a copy of contract)List of other Airlines/ other organisation where similar services are provided currently with Tel No. & contact person

Sr. No.	Name Of Contract	Name &Address of Client	Tel no and Contact person	Period of Contract (From...to....)	No. of Personnel Employed	Annual Value Of Contract
1						
2						
3						
4						
5						

Kindly note that the Total Annual value of the contract should not be less than 4 crores for 2020-21 and 2021 to 2022.



20. Any other information which the tenderer may like to furnish, a separate sheet may be enclosed. In support of above information, please enclosed the self-attested copies of all documents, wherever required.

21. CHECK SHEET:

Following document must be attached with Technical Bid in the given order (Annexure E).

sr.no.	Particular	YES	NO	Page No.
1	EMD as per the Table(DD/Pay order)			
2	Technical Bid format Annexure E duly typed with particulars on company letterhead.			
3	Self-Attested Copies of:			
3a	Company Incorporation Certificate/Establishment certificate			
3b	PF Registration certificate			
3c	ESI Registration certificate with the seventeen digit code allotment letter			
3d	PAN NO.			
3e	GST Registration No.			
3f	Solvency certificate issued by a nationalize bank.			
3g	Existing Valid License (Under Contract Labour (Regulation & Abolition) Act 1970 showing up-to-date renewal. (ONLY One)			
3h	PF Challan/Online submission printout for the month June -2023			
3i	ESI Online submission printout for the month June -2023			
3j	NSIC/MSME / UdyogAdhar/ start-up certificate			
3k	GST Return/Online Submission Printout for June -2023 Monthly return only			
3l	Original Copy of Authorised Signatories			
3m	Registration/ Affiliation with any other Agency(Specify Details)			
3n	Copy of Contract in support of various manpower services duly certified by hiring company/ Self-attested Enclosed.			
3o	Copy of Draft assignment/ Appointment letter proposed to be issued to their employee being deployed in AIESL.			
3p	June -2023 Completed month wages sheet for a client where various manpower services are provided			
3q	ESI remittance challan for the month June -2023 for deploy person of the same client			
3r	PF remittance challan for the month June -2023 for deploy person of the same client			
3s	Auditor certificate for annual turnover for the year 2020-21 and 2021-22 along with separate mention of turnover from Manpower Services rendered by the bidder.			
3t	IT returns for Assessment year 2020-21 and 2021-22			



3u	Balance Sheet and P/L account for financial year 2020-21 and 2021-22			
3v	Total No. of Manpower currently deployed in Mumbai			
3w	Assignment /deployment letter copy normally given to the deployed personnel.			
3x	Letter of authorisation for signing the bid document issued by the director/ proprietor			
3y	Tender Document Duly Signed & Stamped Excluding Annexure J			
4	COMPANY PROFILE			
5	List of other Organization/ Airline where similar services are currently provide along with their Contact No. and E-Mail id			
6	Submission of Indemnity Bond on Non-Judicial Stamp Paper of Rs.200/- Duly Notarized.			
7	Tender Document duly Signed, stamped and completed in all aspects.			
8	Soft Copies in PDF format of all signed document duly scanned shall be provided in PENDRIVE along with the technical bid duly marked so.			

UNDERTAKINGS: (To be agreed and signed by the Bidder)

- 1) It is confirmed that if the LOI is awarded by AIESL to us, I/we shall obtain Form-V if required from AI Engineering Services Ltd and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority within One Month & deposit a copy with AIESL at the time of commencement of the job. In the event of the Service Provider not being covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, the Service Provider shall obtain a letter from the concerned labour authorities confirming the same.
- 2) It is confirmed that the registrations and licenses under all the applicable local and central taxes and laws and to be specified separately under each applicable tax/ law/ act/ GST/ Work Contract Act/ Provident Fund Act/ Establishment Act/ ESI Act/ Income Tax Act / Import, etc.) Shall be produced for verification / checking of AIESL or to third party authorized by AIESL/ Law abiding agencies of Govt. of India.
- 3) It is agreed that the requisite work as per enclosed work scope would be completed to the satisfaction of AI Engineering Services Ltd.
- 4) It is agreed that the spot surprise checks could be conducted by AIESL / Service Provider authorized by AIESL, anytime and shortcomings are to be penalized.
- 5) All the pages of the Technical Bid (Annexure E) have been duly signed by Bidder.
 - **I have carefully gone through and have understood and hereby agree to abide by all the General Terms & Conditions, Work scope and Specifications governing the tender.**
 - **I hereby confirm that I am authorized to sign the tender document and the information given in the tender is true and correct to the best of my knowledge and belief and nothing material is concealed / suppressed.**
 - I am submitting a soft of copy of all scanned documents & enclosures of technical bid marked Tech Bid pen-drive.

Date: _____ Signature _____

Place: _____ Name & Designation:- _____

Company Name & Seal: _____

**INDEMNITY BOND**

(THIS INDEMNITY BOND SHALL BE FURNISHED ONLY REPEAT ONLY BY THE SUCCESSFUL BIDDER WHO IS AWARDED THE CONTRACT FOR RENDERING SERVICES TO M/S AI ENGINEERING SERVICES LTD. THIS INDEMNITY BOND WILL BE SUBMITTED ALONG WITH THE ACCEPTANCE OF THE LETTER OF INTENT.

ALL BIDDERS TO PLEASE NOTE.

THIS INDEMNITY BOND is executed on this _____ the Day of _____ 2023 by _____

_____ having, it Registered Office at _____ hereinafter referred to as Service Provider (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successor and assigns).

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

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

1. In acceptance of the terms and conditions specified in the Tender Document **Ref. No: - AIESL (WR)/Tender/EB/GM/I-33/190 Dated. 09/08/2023** we agree to keep AIESL indemnified against any claims / cost / damages and penalties in respect of breach of any Labour Laws currently applicable/in force and amended from time to time as per company policy.
2. We hereby undertake to fulfill all the terms and conditions specified herewith with regard to labour compliance under all applicable laws currently in force and amended from time to time by the Government/relevant Authorities and as applicable to the company
 - a. We shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to our employees. We shall duly comply with all Central and State Acts, laws, statutory rules, regulations, bye-laws as applicable or which might be applicable to us for rendering services to AIESL which is MRO.
 - b. We shall at all times indemnify and keep indemnified the Company against any/all claims under the Contract Labour (R & A), Act, 1970, 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, and amended from time to time by the Government/relevant Authorities, irrespective of whether the concerned person has been deployed to render services to AIESL not, but who provided or provides the said Services under this Agreement/Contract.
 - 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 G** of the tender document. Copy of the Indemnity Bond to be furnished **AS AN ATTACHMENT TO THE ACCEPTANCE OF THE LOI.**



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 five days from the date of acceptance of LOI (letter of intent), we shall obtain **Form-V/Form – III as applicable from AI Engineering Services Ltd and arrange license under Contract Labour (Regulation & Abolition) Act, 1970** issued by the Asst. Labour Commissioner (Central), Mumbai.

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, **as considered necessary**. We shall possess a valid licence for the jobs being carried out. The said licenses and permission issued by statutory authorities shall be renewed from time to time and kept valid during the currency of the contract.

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 15th and 21st 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 H 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/Organisation registered with each and every authority under all applicable provisions of law, requiring registration and it is further confirmed that all licenses required under each and every applicable provisions of law had been possessed by the said Service Provider and that the provisions of Contract Labour (Regulations and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Wages Act, 1936, Employee's Compensation Act, 1923 and Minimum Wages Act, 1948, Employer Liability Act, 1938 are being followed by the said Service Provider in strict compliance thereof. We/our Company/Organizations shall ensure that all returns that are required to be submitted under the applicable labour laws shall be submitted from time to time.

Personnel related compliance:

- l. We/our Company/Organizations shall not engage any workmen below the age of **18 years or above the age of 60 years.** We/our Company/Organization shall produce age proof in respect of the workmen deployed by us.
- m. It is confirmed that we/our Company/Organization shall be the only employer in respect of the personnel deployed by us and AI Engineering Services Limited shall not be held partially or fully responsible for any dispute that may arise between us and Personnel deployed by us.
- n. At no stage of the Contract shall our employees be deemed to be employees of AI Engineering Services Ltd. We/our Company/Organizations shall be liable not only to pay wages to our employees but we/our Company/Organization shall also be liable to make mandatory payments such as overtime, payment for weekly offs, compensation if any, notice pay, gratuity or bonus as applicable/payable. The Principal Employer shall not be held liable for any obligation in this regard on our part.

Further we/our Company/Organization shall be responsible for providing facilities such as canteen, transport and medical to our employees as it shall not be binding on AIESL to provide these facilities to the persons deployed by us. We shall make arrangements to provide proper and valid identity cards to the employees.

- o. We/our Company/Organizations shall strictly ensure that Minimum Wages as stipulated by the State Government for Highly Skilled/Skilled/Semi-Skilled/Un-Skilled category with is being paid by each month to the workmen deployed by us. We shall issue salary slips to each of the workmen engaged by us every month in respect of the wages paid. We shall ensure that the workmen deployed by us are granted a paid weekly off. This shall be a mandatory compliance.
- p. All payments shall be made to the workmen deployed by us/our Company/Organization on a monthly basis through ECS. Details of the payment made towards wages shall be obtained from the concerned Bank duly stamped and sealed.



- q. Attendance register incorporating all details of attendance in respect of the workmen deployed by us will be maintained. We shall ensure that the disbursement of wages to the persons deployed / engaged by them shall be made on or before the 10th of each month. The bank statement confirming the payments made towards salary and other allowances shall be attached to the monthly bills submitted by us. The statement shall have the signature and stamp/seal of the person authorised by the Bank to sign such statements.
- r. We/our Company/Organizations shall perform the work assignments to the best satisfaction of the AIESL. In case of unsatisfactory performance, intimation shall be given in writing to us and the AIESL reserves the right to cancel the Contract forthwith after due notice period. In that event of any legal payments to be/being made by the Principle Employer to the workforce engaged by us, the same shall be recoverable shall be fully recoverable from our Security deposit /outstanding bills.
- s. It shall be our sole responsibility to settle disputes if any, rising, between ourselves and the personnel engaged by us. The Management of AI Engineering Services Limited shall not be in any way be responsible, in the event, the personnel engaged by us/our Company/Organisation, approach the competent authority, under any Labour Act or the Court. The entire expenses in this behalf shall be borne by us/our Company/Organisation. If we fail to comply with mandatory requirements 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. 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, Employee's 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 and 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. 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.
4. 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.
5. 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.

6. 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.
7. 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. _____ which specifies so.

Signed, Sealed & Delivered

Within the named _____

Through their Director/Proprietor
Representative.

Witness:

1.

2.

Date:



Annexure H

UNDERTAKING

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

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

CONTRACTOR'S SIGNATURE & STAMP



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

Price Bid – Ref. No: - AIESL (WR)/Tender/EB/GM/I-33/190 Dated. 09/08/2023

To,

**General Manager (Engg.)
M/s. AI Engineering Services Ltd.,
New Engineering Complex,
Sahar, Mumbai – 400099.**

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

PARTICULAR	RATE
A) Administrative / Service charges towards provision of facilities such as Uniform, facilities under statutory and non-statutory laws, provision of supervisor, labour licence fees, profit margin and uniform. (In Rupees per person per month).	Rs. _____/- per month.

It may please be noted that the bidder should quote the rate toward Administrative / Service charges. In addition to the Administrative / service charges, successful Bidder will be reimbursed the Minimum wages as specified by the state Government from time to time and allowance as decided by AIESL.

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

- The experience in the field of providing similar Manpower Services (in terms of the number of employees under payroll on the date of submission of the bid). The number of employees on payroll should be supported by the proof of payment of PF. The higher the number of personnel in the supply of similar manpower services, higher will be the weightage.**
- In case of tie in the above, weightage will be given towards solvency certificate obtained from a nationalised bank for value mentioned. The higher the value, higher the weightage.**



B. Financial bids quoting “NIL” consideration or “Zero” or its derivatives up to 0.9999 and Rs. 1/- thereof as Service Charge shall be rejected summarily.

Undertaking:

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

Date: _____

Signature: _____

Place: _____

Name: _____

Designation: _____

Company Name & Seal: _____

**Annexure J**

**Service Level Agreement (SLA)
for AI Engineering Services Limited**

By

M/s _____

Effective Date: XX/XX/2023

Document Owner :	AI Engineering Services Limited
------------------	---------------------------------

Version

Version	Date	Description
1.0		Service Level Agreement

Approval

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

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

Agreement Overview

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



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

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

1. Goals & Objectives

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

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision.
- Match perceptions of expected service provision with actual service support & delivery.
- Outline services to be offered and working assumptions between the AIESL and Service Provider.
- Quantify and measure service level expectation
- Outline the potential methods used to measure the quality of service provided
- Define mutual requirements and expectations for critical processes and overall performance.
- Strengthen communication between AIESL and Service Provider
- Provide a viable/feasible medium for resolving conflicts
- Any other matter which is required to assess the Service Provider's performance.

2. Stakeholders

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

With this SLA:

M/s. _____ ("Service Provider")

AI Engineering Services Limited ("Customer")

3. Periodic Review

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

The Business Relationship Manager ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from



the primary stakeholders and communicated to all affected parties. The Document Owner shall incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

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

Review Period: Every Quarter

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

4. Service Agreement

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

4.1. Service Scope

The following Services are covered by this Agreement:

- Work scope outlined the Tender document: Ref. No: - AIESL (WR)/Tender/EB/GM/I-33/190 Dated 09/08/2023

4.2. Customer Requirements

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

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

4.3. Service Provider Requirements

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

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

4.4. Service Assumptions

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

- Changes to services shall be communicated and documented to all Stakeholders in the addresses indicated below.
- DGM (IE), AI, Engineering Services Ltd (Airbus Group), Sahar, New Engineering Complex, Mumbai - 400099
- Proprietor, (of the Service Provider): Mr. _____
- M/s _____,
Email: _____

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



5. Service Management

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

5.1. General Service Requirements

1) Allocation:

The allocation of service shall be advised by AI Engineering Services Ltd (AIESL) specifying the location and numbers required.

2) Reviews:

Periodical review meetings shall be held between the company & the service provider to review the quality & quantum of service provided by the service provider & shall discuss any modifications, if required.

3) Service Performance:

The decision of AI Engineering Services Ltd., or any officer authorized by AIESL, shall be final with regard to the satisfactory performance of the services and any matter arising there from shall be binding on the service provider.

4) Audits:

GM (Engg.)/his representative may audit the capability of the service provider, before commencement of work of providing office assistants services. Subsequently, AIESL shall be at liberty to perform periodical audits / spot checks at their discretion.

5) Statutory Payments:

The Service Provider shall maintain proper record / register as required under the Contract Labour (Regulation & Abolition) Act 1970 and rules and/ or other applicable laws/ other relevant enactments thereon. The records / registers shall be produced for verification/ inspection as and when required by AIESL, who shall have powers to conduct checks regarding statutory payments of wages, ESI, EPF, and other applicable statutes for the time being in force.

6) Policies & Payments:

The service provider shall take-out Employee's compensation policy / complete requisite formalities under the ESI Act, covering all their workmen and submits the same to AIESL. The insurance shall cover the period of the agreement. The Service Provider shall make payment of monthly salary / wages (in compliance to the minimum wages act) to its workmen on or before the 10th Day of the subsequent month as applicable. The monthly bills to AIESL every month shall be submitted after making payment of salary wages to the workmen along with ESI /PF remittance challan.

The service Provider assures not to delay payment of wages / salary to his workmen under any circumstance and to ensure availability of adequate funds with them to pay wages / salary to their workmen in the eventuality of delay in payment of his monthly bills.

6 (a) The Service Provider shall not use the sources deployed under this contract undertake to provide / arrange subject service directly to any of AIESL's customer airlines/competitive airlines.



7) Workforce:

The service provider shall deploy well behaved / skilful employees / workforce of unblemished character and with duly verified antecedents.

8) Workforce –Details & Verification

The service provider shall furnish to the company in writing the name, parentage, residential address, educational & technical qualifications, specimen signatures, finger prints and two recent passport size photographs of all personnel whom he proposes to employ for the purpose of this contract. The company shall be at liberty to forbid the deployment of any person whom it may consider undesirable after verification. The service provider shall also have the character & antecedents of all persons employed by him verified by the police to the satisfaction of the company, before a workman is deployed by the contractor. The proof of antecedent's verification by the prescribed authority shall be submitted to the company before deploying the individual for this contract. The appointment /assignment letter to work under this contract at AIESL – copy to be furnished.

9) Uniform & Accessories:

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

5.2. Operational Service Requirements

1) Liaising:

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

2) Work- Area:

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

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

3) Items in Office:

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

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



- 4) **Statutory facilities:**
The Service Provider shall ensure that all statutory facilities are extended to the personnel deployed by him.
- 5) **Work Culture:**
The Service Provider shall ensure that the staff deployed by him shall maintain polite and courteous behaviour towards employees & staff of AIESL and also of customer airlines. If AIESL has any misgivings about any individual staff of the service provider, the said staff shall be removed by the service provider forthwith.
- 6) The Service Provider shall ensure that his staff shall not be under influence of liquor or any other intoxicants while on duty. In the event of such happenings the staff shall have to be removed from the services by the Service Provider and any damage caused by such of the service Provider's employees shall be borne totally by the Service Provider including, legal expenses .The Service Provider staff shall not be loitering around , when no work is assigned to them.
- 7) **Service Deficiency:**
The service provider shall make all possible efforts to overcome deficiencies in standards of service brought to their notice within reasonable time frame (as mentioned in the contract document, penalty clauses).
- 8) **Servicing –Personnel, Office Equipment:**
The personnel & office equipment to be used by them as specified in the contract / amendment letter to be provided with by AIESL.
- 9) Any default on part personnel deployed by the Service Provider in terms of attendance, behaviour and non-performance shall be recorded.
- 10) The Service Provider shall ensure that the personnel deployed by him are available in the event of any exigencies of work. If such a requirement arises the Service Provider will be informed in advance.
- 11) **Monthly-Bills:**
The service providers shall submit monthly bills duly supported by details of services rendered on a day to day basis with the total number deployed each day. The bills will be raised after fulfilling all the compliances as required under the various applicable statutes that are in force.

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

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

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



6. Governing Terms and Conditions

The terms and conditions that govern the contract shall be as outlined in the Annexure B, C, D, E, G of the contract against Tender **Ref. No: - AIESL (WR)/Tender/EB/GM/I-33/190 Dated. 09/08/2023**

Signed on _____ at _____

AI Engineering Services Limited
Customer

M/S _____
Service Provider

Service Level Agreement (SLA)

Successful Bidder is required to sign SLA with AIESL for Manpower Services. (As applicable)

END OF DOCUMENT