



REF-AIESL/PPMM/DEL/22-23/22167



To,
Office Address:
Dy. General Manager -Engineering,
Production Planning & Material Management,
A320 Avionics Complex, AI Engineering Services Limited,
IGIA Terminal-2, New Delhi 110037.India.
Tele: +91-11-25656068 (Direct)
+91-11-25667831
GST # 07AAFCA9618L2Z9
PAN # AAFC9618L

TENDER NO. Ref No: AIESL/PPMM/DEL/22-23/22167 Date:- 02 Nov 2022

Tender inviting quotations : Tender for Provision of Manpower Services at IGIA, Delhi

Last Date of Bid Submission: 23 Nov 2022, 1400

Pre-Bid Meeting: 10 Nov 2022 .

Bid Opening: Intending bidders, who may wish to attend.

1. Opening Date: 24 Nov 2022

2. Opening Time: 1430 Hrs

The tender documents can be downloaded from the "AIESL" website: www.aiesl.in

From:-
NAME & ADDRESS OF THE AGENCY/BIDDER (With Stamp)
M/s.....
.....
.....
Phone :
Email :

For any queries you may contact on below mentioned email or Phone number

Mr. Alok Agarwal,
Dy. GM (PPMM)
Email ID: aieslpurchase.nr@aiesl.in
dgmppc.nr@aiesl.in
011-25656625, 25667831

For AI Engineering Services Ltd
S/d

For G.M. (Engg.), NR



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DISCLAIMER

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

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

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

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

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

Any information/documents including information/documents pertaining to this Tender or subsequently provided to bidder(s) and/or successful bidder and information/ documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation is not subject to disclosure as public information/ documents.

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



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Introduction

AI Engineering Services Ltd. has been incorporated under the Indian Companies Act 1956. AI Engineering Services Ltd. Limited is an Aviation MRO and fully owned Company of Government of India which provides maintenance, repair and related support for fleets of aircraft of Govt. organizations as well as commercial domestic and international airlines.

This RFQ is issued to invite proposals from reputed vendors with credible experience in Provision of Manpower Services to State/Central Government department, State/Central Govt. PSUs, hospitality industry or large public organizations in conformance of specifications given in the tender documents as per requirement and schedule.

AIESL invites sealed bids in a two bid stage system i.e. 1- Technical Bid and 2- Price Bid. The first stage of the bidding process shall involve the opening of the Technical bid Response and the second stage shall involve the opening of the Financial Bid Response after technical bid evaluation. Bidders/Tenderer shall submit their offer, in two separate sealed envelopes, as is required of the two bid tender system. The first envelope should contain only the technical details and the second envelope should only the Price offer. The details of Eligibility Criteria, Work Experience and Work Scope are given in the Tender Document.

The Bidders/Tenderers who have experience in providing similar Services and satisfy the eligibility criteria of Tender Document need only apply for this Tender.

OBJECTIVE

The purpose of this Tender document is to present the requirements of AIESL and to invite Technical and Price proposals under the two-bid tender process, from experienced, capable & reputed Vendors registered in India for Supply of Manpower Services to AI Engineering Services Ltd at Delhi.



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SUMMARY OF BIDDING INFORMATION

Sl.No.	Particulars	Details
1.	Name of Work	Provision of Manpower Services i.e. Data Entry Operators and Utility Hands for AIESL at Delhi.
2.	Tender Document Fee	500/- INR (As per clause 3)
3.	Availability of Bidding Document	From 02 Nov 2022 on AIESL website : www.aiesl.in
4.	Time & date of pre-bid conference	1100 hrs on 10 Nov 2022
5.	Last date and time for bid submission	1400 hrs of 23 Nov 2022
6.	Place of submission of bid	Dy.General Manager – Engg. (PPMM) AI Engineering Services Limited Avionics Complex, IGI Airport New Delhi 110037 Contact No : +91 1125671754
7.	Date and Time of Technical Bid Opening	14.30 hrs of 24 Nov 2022
8.	Validity of Bid	120 days from the closing date of submission of the Bid.
9.	Earnest Money Deposit	Rs 2,00,000.00 (Rs Two Lakh Only) through bankers cheque/Draft in favour of “AI Engineering Services Ltd. Ltd”.
10.	Address of Communication	Dy. General Manager – Engg. (PPMM) AI Engineering Services Limited Avionics Complex, IGI Airport New Delhi 110037 Contact No : +91 11 25671754/25667831

Note: Date and time for opening of the Price Bids of the technically qualified Bidders shall be intimated later. If any of the due dates specified above happens to be a holiday, then next workingday shall be the due date for the said purpose.

Bids will be opened in presence of the bidder / bidder's representative who chooses to attend. For further details regarding tender documents visit our website: www.aiesl.in

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



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GENERAL TERMS & CONDITIONS

AI Engineering Services Ltd. Limited reserves the right to accept or reject any/or all bids, annul the tender process and reject all bids at any time prior to the award of Contract without incurring any liability to the Tenderer(s) or without any obligation to inform the Tenderer (s) of the grounds for its action. AI Engineering Services Ltd. also reserves the right to extend the validity period of the Tender due date and has right to re-issue the Tender without Bidders having right to object to such reissue.

1. Abbreviations, Definitions and instructions to Tenderers:

- 1.1 AIESL - AI Engineering Services Limited
 - SP - Service Provider
 - FMS - Facility Management Service
 - PAN - Permanent Account Number
 - GSTIN - Goods & Service Tax Identification Number
 - PQ - Pre-qualification
 - EM - Earnest Money Deposit
 - MSME - Micro, Small & Medium Enterprises
 - LOI - Letter of Interest
 - SD - Security Deposit
 - ECS - Electronic Clearing Service
 - TDS - Tax Deducted at Source
- 1.2 In this Tender, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:
- 1.3 “Applicable Law” means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, and applicable to the Tender.
- 1.4 “Bid”/“Proposals” means the proposals submitted by the Bidder(s) in response to this Tender in accordance with the provisions hereof including, Technical Bid and Price Bid along with all other documents forming part and in support thereof.
- 1.5 “Bidder/Tenderer” means eligible entity who submits the Bid along with Earnest Money Deposit and Tender Fees under this Tender within the stipulated time for submission of Bids.
- 1.6 The term “Contract/Agreement” shall mean the agreement entered into between AIESL and

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the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.

- 1.7 “Successful Bidder/Tenderer” shall mean the Bidder whose technical bid and price bid has been accepted by AIESL and to whom a Letter of Acceptance is consequently issued by AIESL and the same has been accepted such Successful Bidder/Tenderer vide a letter.
- 1.8 Any other term(s), not defined herein above but defined elsewhere in this Tender shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.
- 1.9 Term: The term of the proposed Contract is for a period of 2 years (two years) from the date of award of contract, which is the date when all operations by the identified successful Bidder/Tenderer with regards subject work shall commence.

2. Bid Submission requirement, Tender Opening and the evaluation process:

- 2.1 Tender documents giving the Eligibility Criteria, detailed Specifications of the item required & other terms and conditions are available for down-loading on free of cost basis from AI Engineering Services Ltd. Limited website www.aiesl.in. There is no fee for the Tender Documents.
- 2.2 Tenderer are requested to carefully examine the Tender Documents, Terms & Conditions of Assignment, Specifications and if there should be or appear to be any ambiguity therein they should immediately liaise with AI Engineering Services Ltd. Limited for necessary clarification.
- 2.3 The Bids should be neatly presented, sign all pages of the tender document and all the enclosures accompanying the tender document before submission of the Bid.
- 2.4 The tender document must be serially numbered with page numbers marked on each page and signed by the bidder. The Tenderer shall also sign with date, the last page of the Tender Document and stamped with company seal.
- 2.5 The Tender shall contain the name of the authorized signatory with designation, postal address, email address, Telephone No. and Fax No. for the Bid in connection with the Tender.
- 2.6 The Tender document shall include the documentary proofs for qualifying requirements.
- 2.7 The Bidders, or their authorized representatives (only one person), would be permitted to attend the opening of the tenders. The representative must carry a letter of authority from



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the authorized signatory, authorizing them to attend the tender opening, failing which they will not be permitted to participate in the tender opening process. The name(s) of the representative(s) must be directly sent to AIESL at least 3 (three) days before the date of opening of the tenders by e-mail or fax, as under e-mail to Mr. Alok Agarwal, Dy. Gen. Manager-Engg (PPMM) on dgmppcncr@aiesl.in.

- 2.8 AIESL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process. However, AIESL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing contained herein shall be taken or read as compelling or requiring the AIESL to respond to any question or to provide any clarification.
- 2.9 The complete bidding document shall be published on www.aiesl.in on 02 Nov 2022 for the purpose of downloading.
- 2.10 A successful bidder will be selected on the criteria described in this Tender.
- 2.11 Bidders are advised to study this Tender document carefully, before submitting their proposals, in response to the Tender Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this Tender document with full understanding of its terms, conditions and implications.

3. Tender Fee

The tender document may be downloaded from our website “ www.aiesl.in” free of cost. Whereas the Tender Fee "Rs.500/-" is to be deposited along with the Technical Bid in the form of Cheque/Draft/Banker's Check in favor of "**AI ENGINEERING SERVICES LTD**".

4. Submission of Bids:

The Bidders should submit their Bids in a two-bid format

- (a) Technical Bid &
- (b) Price Bid as per following details:

❖ **Envelope– 1 (Technical Bid):**

The Envelope 1 containing the Technical Bid, must be submitted separately in a Sealed/closed envelope super scribing "**Technical Bid for Tender No: AIESL/PPMM/DEL/22-23/22167 Dated 02 Nov 2022 for "Provision of Manpower Services i.e. Data Entry Operators and Utility Hands for AIESL at Delhi". (Bidders to mention Due Date and Time in the blank space)**" along with the requisite proof of submission of EMD / Bid Security Declaration Form (duly filled and signed) in place of EMD as the case may be. The Bidders must furnish the Technical Bid along with all attachments/documents/information and details sought / required through documentary evidence, duly signed by the authorized signatory of the Bidder(s) with company seal on all the pages of such documentary evidence and annexure submitted along with Technical Bid, as per the terms of the Tender. The

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Bidder's name, email ID / contact numbers (telephone and fax) of the Bidder's contact person, and the item(s) for which the Bid has been submitted should also be mentioned on the Envelope-1.

❖ **Envelope– 2 (Price Bid):**

The duly filled and signed Price Bid, as per **Annexure -D**, should be submitted separately in another Sealed/closed envelope super scribing **"Price Bid for Tender No: AIESL/PPMM/DEL/22-23/22167 Dated 31-10-2022 for "Provision of Manpower Services i.e. Data Entry Operators and Utility Hands for AIESL at Delhi"**. The words **"Price Bid not to be opened with Technical Bid"** should also be super-scribed on the envelope. The Price Bid must be signed by the authorized signatory of the Bidder and company seal shall be duly affixed on each page. The name of the Bidder, mailing address, contact no., fax, e-mail-id, and the item(s) for which the Bid has been submitted should also be mentioned on Envelope-2.

❖ **Envelope 3 (Master Envelope):**

Both the above envelopes i.e. the Technical Bid and Price Bid, must further be enclosed in a masterenvelope which must also be in a Sealed/closed condition super scribing **"Tender No: AIESL/PPMM/DEL/22-23/22167 Dated 02 Nov 2022 for "Provision of Manpower Services i.e. Data Entry Operators and Utility Hands for AIESL at Delhi". (Bidders to mention Due Date and Time in the blank space)"**, The name, contact no., fax, e-mail-id and complete address of the Bidder must be mentioned on the Master Envelope and the same shall be addressed to the. The Sealed bid master envelope shall be submitted at the above address in person or by post / courier to reach on or before the Due Date/Time.

- 4.1 Prospective Bidders must submit both their Technical bid and Price bid responses, in sealed condition by the due date and time. Please note the copy of the technical bid should be in the sealed "Technical bid" envelope and the copy of price bid should be in the sealed "Price Bid" envelope. No deviation of the above will be accepted.
- 4.3 The Bidders should sign on all pages of the Technical Bid and the Price Bid. Further, all pages of the bid document shall be electronically numbered serially and stamped by the authorized signatory along with supporting documents as asked in the Technical Bid, as an index of submissions. The individual signing the Tender or other documents in connection with the Tender must certify the capacity in and/or authority in which they are signing the bid.
- 4.5 Masked/ Erased Price bid-Tenderers should submit a copy of their price bid response **WITHOUT MENTION OF ANY PRICE WHETHER IN FIGURES OR WORDS** (with price blanked) along with the Technical Bid.
- 4.6 The price bid should remain valid for acceptance for a minimum period of 120 (one hundred and twenty) days from the date of opening of the Technical Bids. However, the validity of the bid must be extended as required, upon request from AIESL to enable



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completion of the evaluation of the bids and finalization of the Successful Bidder.

- 4.7 AIESL reserves the right to accept/reject any/all bids. Further, incomplete bids are also liable to be rejected.
Further, the Technical Bid must be submitted in a spiral binding form whereby it may not be possible to replace any paper without disturbing the documents and other instructions as detailed herein below, with regard to bid submission are to be followed.
- 4.8 The Master Envelope should be sealed / closed, addressed and submitted at the following address on or before the closing date and time:
- Dy. General Manager – Engineering (PPMM),
AI Engineering Services Ltd,
Avionics Complex
I.G.I. Airport,
New Delhi-110037, INDIA Tel: + 91 11 25671754
E-mail: dgmpcncr@aiesl.in
- 4.9 Tenderer's queries, if any, may be addressed to the officials of AIESL by e-mail ID given at 4.8 above:
- 4.10 AIESL reserves the right to award the contract(s) to one or more Bidders.
- 4.11 All bids must be delivered by the person / courier / post to the office of "Dy. GM –Engg (PPMM), AI Engineering Services Ltd, Avionics Complex, IGI Airport, Terminal -2, Delhi-110037", on or before 1600 hrs of **23 Nov 2022**. The Technical Bids will be opened in the presence of the bidders at 1430 hrs of **24 Nov 2022**.
- 4.12 AIESL has the right to amend and/or re-issue the Tender document without the applicant(s)/bidder(s) having any right to object to such reissue.
- 5. Pre-bid Meeting**
AIESL may convene a pre- bid meeting to address clarification sought by prospective Bidders and incorporate suggestion suitable to AIESL, if any. It is scheduled on **10 Nov 2022** at 1100 hrs.
- 6. Tender Opening:**
- 6.1 On the date of opening of the technical bid only the technical bids would be opened, and the price bids would be kept in the custody of AIESL in the same sealed covers as received from the Bidders, duly countersigned by AIESL tender opening committee members.
- 6.2 Tenderers, or their authorized representatives (only one person), would be permitted to

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attend the opening of the tenders. The representative must carry a letter of authority from the authorized signatory, authorizing them to attend the tender opening, failing which they will not be permitted to participate in the tender opening process.

- 6.2 The Price Bids of only those Tenderers, who qualify in the Technical Bid evaluation, would be opened at a later date, which would be notified in advance to the successful Bidder/Tenderer.
- 6.3 The bids should be neatly presented. No overwriting or cutting/usage of white correction ink would be accepted in the Tender Document.
- 6.4 AIESL reserves the right to award the contract(s) to Successful Bidder as it may deem fit as per its operational requirements.

7. Grounds for Rejection of Bids

- i. In case the Price Bid and the Technical Bid are enclosed in the same envelope instead of in two separate sealed envelopes, AIESL will assume no responsibility for the misplacement or premature opening and such bids shall be rejected.
- ii. The Technical Bid should not contain any indication of the price. In case an indication of the price quoted is included in the Technical Bid, the quotation will be rejected without any reference to the Bidder. No correspondence will be entertained in this regard.
- iii. The bids should be neatly presented. Corrections, if any, should be duly authenticated with full signature of the authorized person who is signing the Tender, failing which the Tender is liable to be rejected.
- iv. All relevant supporting documents attached with the said bids must be duly signed by the Bidder. In case the bids are not accompanied by any and all supporting documents, the bid shall be liable to be rejected.

The bids are liable to be rejected forthwith, i.e., without being evaluated, on the following grounds:

- v. If the Tender has been received after the closing date / time of the tender.
- vi. If only the technical bid has been received and the price bid has not been received, and vice versa.
- vii. If the Tender has been received by email or fax or in any other manner as the one mentioned in the Tender, instead of in separate sealed / closed covers.
- viii. If the Tender has not been signed by the authorized signatory of the Bidder.

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- ix. If the technical bid has been received without EMD or the EMD has been submitted in a mode other than as specified in the Tender.
- x. If the Tender is received without the signed integrity pact in the technical bid.
- xi. If the bidders response is not received in sealed condition and If the bids are not deposited in the tender box at the designated address as mentioned in the tender document.
- xii. If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or submission of illegible copies or unexplained materials and/or bids not received as per the desired formats & bidding instructions.
- xiii. If the price bid indication has been provided in the technical bid response
- xiv. If the bid response is not presented neatly and corrections if any are not duly authenticated with full authorised signatures of the person who has signed the bid document,
- xv. If the bid has been received without the undertaking of acceptance of all terms & conditions
- xvi. If the bid (technical/price) is incomplete.
- xvii. The above list is only illustrative and there can be other relevant grounds of rejection of bids.

8. Eligibility Criteria:

- 8.1 The Tenderer must have PAN / GSTIN at the time of application of tender. Self attested copy of PAN/GSTIN Number must be enclosed along with the Technical Bid. **(The self attested scanned copy of PAN & GSTIN should be attached.**
- 8.2 The tenderer must have a minimum average annual Turnover of **Rs 60,00,000/- (Rupees Sixty Lakh)** for the Financial Years 2018-2019, 2019-20 & 2020-2021. Self attested Copy(s) of **Profit & Loss statement showing the sales figures** for the Financial Years 2018-2019, 2019-20 & 2020-2021 duly certified by Chartered Accountant be submitted as proof of above to be enclosed
- 8.3 The Bidder must be a Company registered under the Indian Companies Act .
- 8.4
 - a. Self Attested Copies of Purchase Orders / Contracts issued from 1 April, 2018 (with pricing information erased / blanked) along with proof of delivery like Delivery Challan, etc. as a proof of experience required, duly self attested, enclosed.
 - b. The bidder must submit copy (s) of satisfactory performance Certificates from respective companies on the company's letter head having seal & signatures of company official for having satisfactorily completed supply of uniform indicating quantity and volume during the last 3 financial years.

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- 8.5 The tenderer must submit self attested copy of Income Tax Return of Financial Years 2018-2019, 2019-20 & 2020-2021 along with the Technical Bid.
- 8.6 The bidder/company or any of its subsidiary, must not have been blacklisted by AIESL or any other Govt./Public Sector Undertakings. If so, the details must be provided.
- 8.7 The Tenderer must furnish all information along with supporting document as per Annexure-B.

9. Amendment

Amendments, corrigendum, clarifications and due date extension if any, to this Tender will be hosted on the web site of AIESL, (www.aiesl.in) and no separate Notice Inviting Tender (NIT) would be issued in the newspapers or anywhere else. AIESL will also not intimate the Bidders individually of the same. The Bidders are therefore, advised to visit the AIESL website regularly till the date of closing of the Tender (or extended date, if any).The last amendment, if any, will be hosted a minimum of ten (10) days before the closing date of the Tender.

10. Modification of Bids

- i. On account of any amendments, being made to the Tender the Bidders shall have a right to modify their bid after the bid submission but prior to the due date (or extended due date, if any) for submission of Bid. The last modified bid of the Bidder received by AIESL before the due date (or extended due date, if any) and as submitted to AIESL shall be final and binding on the Bidder.
- ii. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of this Tender, with the outer and inner envelopes additionally marked "modification". *No bid shall be modified after the deadline for submission of bids.*
- iii. At any time prior to the last date for submission of bids, AIES may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify this Tender document by an amendment. In order to afford reasonable time to Tenderers to take such amendments into account for preparation and submission of their bids, AIESL may, at its discretion, extend the last date for the submission of bids through an announcement of its website.

11. Withdrawal of Bids

No bid will be permitted to withdraw in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of bid during this period would result in forfeiture of bidder's EMD. However, on account of any amendments the Bidder may withdraw their bid after the bid submission prior to the due date (or extended due date, if any) for submission of bid.



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12. Evaluation criteria for the Technical bids, Commercial bids & method of arriving at L-1 bidder.

12.1 Technical bid:

- i. The technical bids submitted would be evaluated to verify the suitability and compliance of the bidder as to whether the applicant to the tender has the required capability, capacity and / or expertise to provide the required services under this tender. Assessment would be made to determine whether the bidders meet the requirement under Scope of Work of AIESL, as per the pre-qualification criteria and compliance to other terms and conditions of the tender.
- ii. It may be noted that all those bidders who fully and unconditionally meet all of the Eligibility criteria listed at **Annexure – B** would be declared qualified in the technical evaluation process.
- iii. The bidder's offers would be evaluated based on their response to the Eligibility criteria and the response to the technical information. All the conditions indicated as "MANDATORY" conditions in the Eligibility Criteria (**Annexure – B**) response format, are to be mandatorily fulfilled and along-with the said Annexure, the supporting documents thereof are to be given, in order to qualify for the evaluation of the technical bid. The bidder must also have submitted the requisite amount of EMD of Rs 2,00,000/ (Indian Rupees two lakhs) along-with the technical bid response in order to qualify the technical evaluation. Any exceptions, conditions, covenants or qualifying remarks submitted by the bidders will not be accepted.
- iv. AIESL reserves the right to confirm the authenticity of the bid documents or to seek clarifications from the references quoted by the Bidders in their bids, for compliance with the requirements as mentioned in the Tender, without the knowledge of the concerned Bidders. AIESL also reserves the right to seek documents/ information / clarifications from the bidders as it may deem necessary for the purpose of evaluation of the Technical Bids, to determine their suitability or otherwise for this tender.
- v. The verification of the information submitted by the bidder through a site visit by the Technical Committee shall also be the part of the Technical Evaluation.
- vi. The bids will be evaluated to verify compliance with the pre-qualification criteria.
- vii. AIESL reserves the right to carry out an inspection to assess that capabilities of the manufacturing unit(s) and the processing facility / facilities to produce the required quantities in accordance with the schedule as indicated.

12.2 Price bid

The Price Bids of only those bidders who qualify and are short listed on evaluation of their Technical Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Technical Bid evaluation, and they or any one (01) of their authorized representatives only, would be permitted to participate in the opening of the Price Bids. The Price Bids would be evaluated as per stated evaluation criteria at **para 12.2.a & PARA 12.2.b below.**



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PRICE BID (Sealed/ Closed Envelope)

The bidder will have to submit the Price Bid in sealed envelope duly superscribed with Price Bid for enquiry **No AIESL/PPMM/DEL/22-23/22167 Dated 02 Nov 2022 for "Provision of Manpower Services i.e. Data Entry Operators and Utility Hands for AIESL at Delhi"** must confirm to the followings:

- a. Rates quoted as per **Annexure –D** in the given format only.
- b. Unconditional discount, if any should be clearly indicated and would be applied to the quoted price during evaluation.
- c. Conditional discount if offered will not be considered for evaluation.
- d. The quote must be protected with a transparent adhesive tape.
- e. The rates should be quoted in Figures and Words and if there is a discrepancy between the words and figures, the amount in words will prevail.
- f. The name and address of the bidder must be marked on each Envelop.

12.2.a Method of evaluation of PRICE BIDS and arriving at L-1 offer

1) METHOD OF ARRIVING AT L1 VENDOR

- i) Tenderers should quote their rates for Provision of Manpower. L-1 will be decided on the basis of total cost quoted for per day (h).
- ii) Total Price should be inclusive of all Govt. Duties / Levies like GST and any other charges that may be applicable as per Govt Policy.
- iii) **Conditional discount**, if any, **will not be taken into consideration** while arriving at the lowest landed cost.
- iv) **Micro, Small & Medium Enterprises (MSMEs)** Units will be given **Benefits/Preference** as detailed at Para 17 of this Tender document.
- v) Provide HSN/ SAC code separately for each item.

2) Other points to be noted while submitting the Bid:

- i. AIESL will not accept inclusion of any additional costs, if requested for after opening of the tender.
- ii. **Increase in Govt. Duties / Levies etc.** if any, that may be applied by the Govt. of India/State Govts., after the award of the contract, **will be borne by AIESL**, if requested for by the tenderer, subject to the tenderer providing documentary proof of the same. In case of any decrease in basic price and/or Govt. Duties / Levies etc. by the Govt. of India after award of the contract, the benefit of the



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same should be extended to AIESL by the tenderer, effective from the date of change.

12.2.b L1 will be determined on the basis of sum of total offer received from Financial Bid Form D

Illustration for calculation of total value of price bid

The Total Cost per day / person (h)= k/26 INR

The offer from amongst the total offers received would then be decided based on the lowest final offer received and the net bid value would be evaluated by AIESL.

13. Disqualifications:

Even though the Bidders meet the aforesaid criteria, they are subject to be disqualified if the following are observed during the course of evaluation:

- a. Bidder has made misleading or false representation in the forms, statements, and attachments submitted,
- b. Records of poor performance of work (whether for AIESL, or any other company/organization) during the last 3 (three) years, as on the date of submission of the bid, such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non-performance of the Bidder or its constituents, inordinate delays in completion, history of litigation / arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy etc.
- c. The bidder has been into any kind of legal dispute or arbitration in the past or at present with AIESL or its sister companies.
- d. The Bidder has been blacklisted in India or anywhere else in the world, he should not be allowed to participate in the tender.
- e. The bid offer has been made by an intermediary/agent/middleman.

14. Award of the Contract, Acceptance and Commencement

- a. The Contract shall be awarded to the Successful Bidder vide the Letter of Intent (LOI) issued by AIESL, based on the evaluation of the bids by AIESL.
- b. The Successful Bidder has to convey acceptance of the LOI within 7 days of its receipt.

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- c. The successful Bidder must submit production sample complying with technical and design specifications within 15 (FIFTEEN) days of acceptance of LOI. Failing to do so may result in cancelation of LOI along with invocation of relevant penal clause mentioned in this document.
- d. The successful bidder must execute an agreement with AIESL on a non-judicial stamp paper of ₹ 100/- (Rupees One Hundred) within 02 (Two) weeks from the date of acceptance of LOI.

15. Zero deviation:

Bidders are advised to quote strictly as per terms and conditions of tender document and not to stipulate any deviation / exceptions.

16. Earnest Money Deposit:

The Tenderer should submit an EMD of Rs 2,00,000/- (Two Lakh only) through Bankers cheque / Draft in favour of AI Engineering Services Ltd. Ltd. If the tenderer is seeking exemption from submission of EMD as per Para 17 of this tender, they must submit the relevant documents.

16.1 EMD will be interest free.

16.2 EMD of the unsuccessful bidders will be refunded within 60 (sixty) days after completion of the Tender process and after the award of the Contract.

16.3 EMD of the Successful Bidder will be returned after receipt of security deposit or bank guarantee in lieu thereof as stated in the clause of Security deposit EMD will be forfeited in the event of Bidder withdrawing or modifying their bid or fails to abide by any terms of the Tender, after opening of the bids or deviates or derogates from the conditions of the Tender or if the successful tenderer declining/refuses to accept the Letter of Intent (LOI) and execute the contract, or declining to furnish the security deposit.

16.4 The EMD may also be submitted through net banking using the following details:

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

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17. Benefits/Preference for Micro, Small & Medium Enterprises (MSMEs):

- 17.1 As per Public Procurement Policy for Micro, Small & Medium Enterprises (MSMEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012.
- (a) District Industries Centres (DIC)
 - (b) Khadi and Village Industries Commission (KVIC)
 - (c) Khadi and Village Industries Board
 - (d) Coir Board
 - (e) National Small Industries Corporation (NSIC)
 - (f) Directorate of Handicraft and Handloom
 - (g) Any other body specified by Ministry of MSME
- 17.2 MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid.
- 17.3 The MSMEs registered with District Industries Centers must submit the 'Acknowledgement of Entrepreneur Memorandum (EM) Part-II' along with their bid. The MSMEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
- 17.4 The Micro & Small Enterprises not registered for the particular trade/item for which the tender is relevant, would not be eligible for exemption/preference.
- 17.5 The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.
- 17.6 The MSMEs who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
- 17.7 **Exemption from submission of Earnest Money Deposit (EMD)** – The MSMEs registered with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit (EMD).
- 17.8 **The successful tenderer will however be required to submit the Security Deposit equivalent to 3% of the Contract/PO value.**
- 17.9 **Price Preference** - The MSEs registered with above mentioned agencies/bodies for the tendered item and quoting price within a price band of L1 + 15 percent shall be allowed



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to supply by bringing down their price to L1 price in a situation where L1 price is from other than an MSME.

18. Security Deposit:

- 18.1 The tenderer who qualifies for award of Contract/Purchase Order will have to deposit with AIESL 3% of the total value of the Purchase Order towards **interest free Security Deposit**, within 2 weeks of receipt of the Purchase Order. The Security Deposit is to be paid by a Bank Draft or a Banker's Cheque in favour of the 'AI Engineering Services Ltd. Ltd, payable at Delhi/New Delhi, or by execution of a Bank Guarantee for an equivalent amount. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the tenderer.
- 18.2 The Security Deposit / Bank Guarantee will be refunded / returned after 2 months of successful completion of deliveries against the completion of the Contract after adjusting for penalties, if any, that may be imposed under the terms of the Purchase Order.
- 18.3 In case, Security Deposit is not deposited in time, the bills shall not be processed for payment. In exceptional case, if the shortlisted tenderer desires, the Security Deposit amount can be deducted from the shortlisted tenderers' bills and the balance payment released, for which the vendor will have to give a specific request to our Finance Department.

19. Invoices, Billing and Payment:

19a Invoice

The successful Bidder will provide Invoices periodically by 7th of every month giving details of items delivered and proof of delivery with all necessary supporting documents signed & with company seal for verification/certification for payment.

19b. Billing:

The Billing Cycle shall be the first day of every month.

19c. Payment:

- 19c.1 The payment terms shall be **60 (Sixty)** days from the first day of submission of Bill(s)/ Invoice(s) for certification thereof by the User Department of AIESL.
- 19c.2 No Advance payment shall be made by AIESL.
- 19c.3 Payment of the undisputed amounts will be made through ECS (Electronic Clearance Service) mode or by cheque if ECS is not available.
- 19c.4 The payment shall be made after deduction of all applicable taxes including Tax Deducted at Source (TDS).



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20. Service Delivery:

- 20.1 The Successful Bidder should start providing the services mentioned in the Tender within 01 (One) month from the date of the Letter of Intent (LOI).
- 20.2 The Bidders who submit their Bid are deemed to have agreed to comply with all the conditions of this Tender including the commencement of services within the period mentioned aforesaid.
- 20.3 AIESL reserves the right to inspect the Bidder's or partners' existing facilities in India as per details in Annexure 'C' in order to establish the capability of the Bidder's to comply with the terms and conditions of this Tender including the commencement of services within the period mentioned aforesaid.

21. NEGOTIATION

- 21.1 The AIESL may, if deem necessary, would convene the negotiation meetings. Negotiations would be carried out by the Tender Committee members to clarify items related to terms & conditions, quota allocation in case of MSME bidder etc.
- 21.2 In case L1 bidder does not attend the negotiation but sends a revised bid with reduction in prices or extend other benefits to AIESL, the same should be considered. The terms and conditions of the tender document would be applicable. In case of any variation on terms and conditions, the clarifications should be sought in writing through email/ letter.

22. Price, Contract Validity and Extension:

- 22.1 The validity of the Contract would be from the date of Acceptance of LOI/ by the successful bidder and the term of the proposed contract shall be 2 years, unless terminated earlier as per the terms and conditions of the Contract. However, if mutually agreed, the contract may be extended by AIESL for a further period of 1 year under the same Terms & Conditions.
- 22.2 The prices shall remain constant for the entire tenure of the contract of 2 (two) years and for further 1 year in case the period of contract is extended as para 22.1 above. No request for increase in price shall be entertained during the validity period of the contract.
- 22.3 In case of any decrease in government duties/taxes/levies if any, by the Government of India, the benefit of the same shall be passed on to AIESL during the period of the



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Contract. In the event that, such benefit is not passed on to AIESL, AIESL shall have a right to deduct the same from the bills of the Successful Bidder and/or its Security Deposit.

22.4 The Bid must comply wages as per rates declared by Government of NCT of Delhi (Labpur Department) from time to time.

22.5 Increase in government duties/taxes/levies or introduction of any new taxes by the government during the period of the Contract, the same may be borne by AIESL if mandated by law and requested by the Successful Bidder. However such request will be considered only if it is substantiated with copies of valid documentary proof.

22.7 The contract period, at the sole discretion of AIESL, may be extended for another one years, at the same rates, terms and conditions, however, subject to satisfactory performance of the Contract during the tenure of the Contract.

23. VARIATION OF QUANTITY

23.1. AIESL reserves the right to increase or decrease the quantity of required manpower under the same price and terms & conditions to take care of any change in the requirements during the period starting from issue of tender till placement of the contract / Purchase Order. However, such change in quantity shall not exceed $\pm 25\%$ of the contract quantity.

23.2. While awarding the Purchase Order, the quantity ordered may be increased or decreased, if necessary, within the prescribed plus/minus tolerance limits.

24. Penalties:

24.1 **Liquidated damages:** In case the Successful Bidder fails to deliver/provide the stated manpower as per schedule and in the Required Quality, the Successful Bidder shall become liable to pay and shall **pay to AIESL by** way of penalty 0.5% of the ABSENTEEISM per week or part thereof subject to a maximum of 5% (five percent).

24.2 **Not meeting quality standards:** No payment will be made for the specific manpower not meeting the agreed provisions and in addition will attract penalty of 5% (five percent) of the amount so deducted.

The quality standards as referred to herein include the following:

24.3 AIESL further reserves the right to terminate the Contract in the event of continued delay in providing Services and/or not meeting the agreed provisions by AIESL, and/or any of the reasons as listed herein, and to issue a fresh Contract on any other source at the cost and risk of the Bidder.

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

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The Successful bidder should provide the following representations and warranties as regards to the Contract to be executed, which shall remain true and valid throughout the term of the Contract:

- 25.1 It is a company duly incorporated and validly existing under the laws of its incorporation.
- 25.2 It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver this Contract and the performance of the obligations thereunder.
- 25.3 The Contract shall constitute a legal valid and binding obligation against it, and is enforceable against it in accordance with the terms herein.
- 25.4 The execution, delivery and performance of the Contract shall not conflict with, result in the breach of, or constitute a default under any law, rule, regulation, authorisation or approval of any government agency or body, or under the terms of any covenant, agreement, understanding decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of applicable laws.
- 25.5 The payment of salaries, wages, provident fund, gratuity, Bonus etc., to personnel employed by the successful bidder, shall solely be the responsibility of the Successful Bidder. It is hereby clarified that, the personnel of the Successful Bidder shall not be deemed to be employees of AIESL.
- 25.6 Successful Bidder undertakes to comply with various labour laws, both Central and state 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.
- 25.7 Successful Bidder shall compensate AIESL for any damage or loss or caused to the premises/equipment/property of AIESL or any third party on account of negligent act/performance on the part of its personnel.
- 25.8 Successful Bidder shall perform all its obligations under the Contract with due care and diligence and in a skillful and business-like manner.
- 25.9 Successful Bidder shall comply with all such directions issued by AIESL from time to

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time.

- 25.10 Successful Bidder has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect on its ability to perform its obligations under the Contract.
- 25.11 There are no actions, suits, proceedings, or investigation pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in a breach of the Contract or which individually or in the aggregate may result in any material impairment or its ability to perform its obligations under the Contract.
- 25.12 It is and shall be able to pay its debts as they fall due for payment and is otherwise solvent as per applicable laws, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed for the whole or any part of its assets or any right, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing.
- 25.13 It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.
- 25.14 All taxes due and payable by it have been paid, and all tax return and reports required to be filed by it have been correctly filed and on time. There are no claims now pending or matter under dispute with any taxing authority in respect of any tax of the successful Bidder.
- 25.15 It shall be responsible for the payment of all and any taxes including income tax and all similar taxes and levies in respect of its fees, duties, fines, penalties, etc., by whatever name called as may become due and payable under any laws, rules and/ or regulations as may be prevalent and as amended from time to time in relation to the services rendered under the Contract.
- 25.16 It shall obtain the necessary permissions and licenses from the concerned authorities for the purposes of the Contract. Further, to keep the said permissions and licenses valid and subsisting at all times during the term of the Contract. In the event that it omits or fails to obtain any requisite permission or license from the concerned authorities then it shall indemnify and keep indemnified AIESL against all losses, costs, or damages that may be suffered by AIESL as a result of such omission or failure.



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26. Subcontracting:

The essence of the Tender is that there will be no sub-contracting or delegation or outsourcing of any of the Services to any entity other than the applicant/bidder

27. Recovery of sums due

27.1 Whenever under this Contract any sum of money is recoverable from the Bidder, AIESL shall be entitled to recover such sum from the monthly bills and the security deposit held by AIESL.

27.2 In the event of the said security deposit being insufficient, the balance of total amount recoverable shall be deducted from any sum due to the Bidder under this or any other Contract with AIESL.

27.3 Also, should this amount be insufficient to cover the said amount recoverable, the Successful Bidder shall pay to AIESL on demand the balance amount, if any, immediately but not later than 14 (fourteen) days of the demand along with the interest @ 18 % (eighteen percent) per annum from the due date specified in the demand notice.

27.4 If any amount due to AIESL is so set off against the said security deposit, the Successful Bidder shall have to make good, the said amount immediately but not later than 14 (fourteen) days, in order to restore the Security Deposit to its original value. Non restoration of such Security Deposit will be treated as event of default, leading to right of AIESL to take appropriate remedial action, including termination.

27.5 AIESL reserves the right to deduct from the Successful Bidder's invoice, for any loss or damage caused to AIESL Employees/ cargo/ plant / equipment / machinery / building or any other property of AIESL or any damage caused to any third party by negligence or due to any other reason attributable to the Successful Bidder including its employees.

28. Confidentiality

28.1 The Bidder/Successful Bidder/AIESL shall at all times keep confidential, all information acquired in consequence of this Tender, including (without limitation) the information concerning the technology, technical processes, business processes, procedures, personal data, business affairs, financial affairs of each other (hereinafter referred to as Confidential Information). Confidential information means information that is designated as 'confidential' or which by its nature is clearly confidential.



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- 28.2 The Bidder/Successful Bidder/AIESL shall not disclose the confidential information to any other third party, without the prior written consent of each other, or required to be disclosed at law.
- 28.3 However, they may be entitled or bound to disclose such Confidential Information under compulsion of law and to comply with applicable laws or under a valid order of a competent court where requested by governmental or regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.
- 28.4 As such, the Bidder/Successful Bidder/AIESL agree to keep such Confidential Information as strictly confidential and shall disclose the same to their employees/professional advisers only on a 'need to know' basis.
- 28.5 The Bidder/Successful Bidder/AIESL agree that any such information received by it shall be:
- (1) protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own information of like importance, but in any case no less than a reasonable degree of care,
 - (2) not to use Confidential Information for any purpose other than to carry out its respective obligations under this Tender
- 28.6 A breach of this confidentiality may result in the Contract being terminated in addition to any other remedy the Bidder/Successful Bidder/AIES may have.

29. Extension/Termination of Agreement/Contract:

The Contract may be terminated under the following circumstances:

- 29.1 The validity of the contract/agreement comes to an end *Ipsa Facto* by efflux of time unless otherwise renewed/ terminated. The contract period shall come into force on (on **the day the contract is signed between the successful bidder and AIESL**). There shall be no lock-in period under the contract.
- 29.2 If there is a breach or non-observance/non-fulfilment by the Successful Bidder of any one or more of its obligations under the contract and/or contractual documents, if any, and such breach or non-observance/non-fulfilment continues for a period of more than three months after receipt of notice from AIESL to remedy such breach or non-observance/non-fulfilment, then AIESL shall without prejudice to its other rights under any contract and/or contractual documents, if any, shall have the right to terminate the Contract or any relevant part thereof. In such case, the Successful Bidder shall not be



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entitled to any compensation whatsoever for costs incurred or to be incurred on this account.

If there is a change in AIESL's requirement as regards the obligations of the Successful Bidder stipulated in Tender, the Contract shall be terminated with 03 (three) months' advance notice.

- 29.4 In the event of breach of confidentiality, the contract can be terminated by AIESL with 01 (one) month's notice period.
- 29.5 The Contract can be terminated by AIESL at any time during the term of the Contract without assigning any reasons and liability on AIESL.
- 29.6 In case of failure of the Successful Bidder to perform its obligations to the satisfaction / requirement / standards of AIESL, AIESL reserves the right to claim from the Successful Bidder for any loss sustained due to unsatisfactory performance of the Contract, including the right to terminate the Contract.
- 29.7 AIESL may at any time terminate the Contract with immediate effect, if bankruptcy or liquidation proceedings are commenced or likely to be commenced against the Successful Bidder or if it enters into or is likely to enter into any arrangement or compromise for the benefit of its creditors generally or if a liquidator or receiver is appointed for its assets.
- 29.8 AIESL may terminate the Contract if it comes to the knowledge of AIESL that, the Successful Bidder has obtained the Contract *vide non-bona fide* methods of competitive bidding.
- 29.9 The Successful Bidder shall have a right to terminate this Agreement after giving a 3 (three) months advance notice to AIESL, of its reasons for termination. During this period of 3 (three) months, AIESL and the Successful Bidder, may initiate discussions for purpose of resolution of the said reasons. In the event a resolution is achieved by AIESL and the Successful Bidder, the Contract shall not be terminated and the Successful Bidder shall provide the Services, in the same manner, as it was providing prior to such notice of termination.
- 29.10 For the avoidance of any doubt it is hereby clarified, that the Successful Bidder during the aforesaid notice period shall continue to provide the Services, in the same manner, as it was providing prior to such notice of termination served by AIESL on the Successful Bidder or vice versa.

30. **Contract survivability:**

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In the event the Successful Bidder is acquired by, or merges with another company/entity/organization by operation of law or in any other manner, the terms and conditions of the Tender/Contract applicable to the Successful Bidder shall remain in full force and effect on the new entity and the Successful Bidder shall at all times remain liable to AIESL, with regard to the obligations mentioned herein. AIESL shall, however, have the discretion and option to terminate the Contract in such an event.

31. Contract Severability

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

32. Compliance with the applicable laws

The Successful Bidder shall comply with all laws in force in India and comply with all the laws whether prevailing in India with regard to the Services as mentioned in this Tender. The laws will include all national, provincial, municipal, or other laws that affect the performance of the contract and are binding upon the Successful Bidder. The liabilities of all statutory /legal mandatory regulations /obligations regarding manpower / product / services will be borne by the Successful Bidder. The Successful Bidder must indemnify AIESL from any breach of any government regulation/infringement of laws- such as copyright act, trademark act, PF regulation, ESI regulation, Labour laws, Minimum wages act, Bombay Labour Welfare Fund Act-1953, Delhi Shops & Establishment Act etc, more particularly as mentioned in the clause herein below.

33. Indemnification

33.1 The Successful Bidder shall indemnify AIESL against the payment of penalty/third party claims/damages/loss of property of AIESL, its subsidiaries or any other party arising due to the negligence on part of the Successful Bidder and/or its employees.

33.2 The Successful Bidder shall also indemnify AIESL for making good any claim/penalty/loss or damages, including costs (including counsel fees and legal cost) thereof, in respect of any breach or violation of any provisions of any law, including labour laws governing



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the employees of the Successful Bidder. In case of any failure to make good the above/any losses/expenses to AIESL, the same shall be deducted from the amounts to be paid to Successful Bidder, as per the bills raised, or may be deducted from the security deposit or from any payments to be made to the Successful Bidder under the Contract.

33.3 For the avoidance of any doubt it is hereby clarified that the Successful Bidder shall be solely liable for accidents, injuries, death and/or damages caused to any individual/s and/or property of AIESL and/or any third party, due to negligence of its employees, during performance of their duties under the Contract and shall indemnify AIESL and/or its employees, from costs or liabilities, arising therefrom (including counsel fees and legal cost).

33.4 The Successful Bidder shall be liable to keep AIESL indemnified against any claim or claims whatsoever and any liabilities, that may arise on account of the Successful Bidder's failure to comply or adhere with any statutory obligations, legislations, regarding the laws governing intellectual property rights whether in India or any other country as applicable. AIESL shall be entitled to deduct any amounts to make good the above/any losses/expenses incurred by AIESL on account of such claims or liabilities. The decision of AIESL as to the amounts to be deducted shall be final and binding on the Successful Bidder.

33.5 The provisions of this Article shall survive the termination or expiration of the term of the Contract.

34. **Dispute resolution and arbitration**

34.1 Any dispute arising between the Bidder/Successful Bidder and AIESL in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be settled by negotiations between the authorized representatives of the Bidder/Successful Bidder and AIESL (Parties).

34.2 If the dispute remains unresolved after a period of 90 days from the date when the negotiation has started, then the unresolved dispute/difference shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996, and the award made in pursuance thereof shall be final and binding on the Parties. The arbitral tribunal shall consist of a sole arbitrator to be mutually appointed by the Parties. The



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venue of arbitration shall be Delhi and the arbitration proceedings shall be carried out in English. The cost of the arbitration shall be borne by the Parties as per the award of the Sole Arbitrator.

35. Jurisdiction:

The construction, interpretation, validity and performance of this Tender and/or Contract shall be governed by the laws of India. Any dispute whatsoever, arising out of or in connection with the Tender and/or Contract shall be subject to the jurisdiction of the courts of Delhi only, subject to the clause of dispute resolution and arbitration aforesaid.

36. Force Majeure:

36.1 The Bidder/Successful Bidder/AIESL (herein referred Party/Parties) shall not be liable for, nor be in default by reason of any failure or delay in discharge of its obligations under this Tender/Contract, where such failure or delay is caused by any act, including but not limited to any act of God, action or inaction of government authorities, fire, flood, gales, storm, lightning, earthquake, explosions or other catastrophes, accidents, weather, power failure or shortage of power, riot, war declared or undeclared), warlike operations, act of terrorism, boycott, embargo, rebellions, sabotage, epidemics, quarantines, lock out, restrictions on travel based on travel advisories of any governmental entity, unavailability of the usual means of transportation, hostilities, revolution, civil commotion or public disorder or any other cause beyond its control.

36.2 The Party encountering and affected by such causes and event shall inform the other in writing immediately of such an occurrence event and will shall use its best reasonable efforts to minimize the economic and other effects and rectify as soon as possible any harm or delay created thereby shall reasonably allocate its available resources, giving priority to their obligations under this Tender/Contract.

36.3 For the avoidance of any doubt it is clarified that, payment obligations of AIESL shall be excused due to an event of Force Majeure.

37 Anti-Corruption/Anti-Bribery Representations and Warranties:

37.1 Both Parties represent and warrant that it is in compliance with Indian laws, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the Term of this Agreement. The Parties further represent and warrant that it has



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not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (1) improperly influence any act, decision or failure to act by that official or person, (2) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity or (3) secure any improper advantage.

37.2 Both Parties agree that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the other Party. If, after consultation by all Parties to the Agreement, any concern cannot be resolved in the good faith and reasonable judgment of the non-infringing Party, on written notice to the other Party, it may withdraw from or terminate this Agreement.

37.3 Either Party shall have the right to terminate this Agreement if the other Party breaches this, or any other, representation, warranty or undertaking set forth in this clause 19 of the Agreement.

38 Notices

Any notice, consents, approvals, report, demand, acknowledgement or other communication which under the terms of this Agreement or otherwise must be given or made by either Party shall, unless specifically otherwise provided in this Agreement, be in writing, in English and shall be personally delivered to, left at, sent by registered post, email, courier or speed post by the respective Parties at the addresses mentioned at para 4.8 above.

39. Inspection Clause:

39.1 AIESL reserve the right to inspect the premises/ facilities of the Bidders in order to assess their infrastructure and capability to deliver the Services during the technical evaluation process.

39.2 AIESL further reserve the right to inspect the production and other facilities of the Successful Bidder's branch office or subsidiary, at any time during the Contract period in order to confirm consistency of quality of the Services to be rendered & also at any time during the contract period.

40. Compliance of Security regulations:

- a) The contract will be initially for a period of "Two Years" (2 Years), extendable up to further 1 year, (*subject to satisfactory performance and abiding by all contractual*

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- obligations) on the basis of Certificate of Satisfactory Services given by the user department to the Service Provider).*
- b) The bidder must have BCAS Security Clearance , as a pre-conditioned for participating in this tender. The Security clearance letter issued by M/s BCAS is to be submitted as a proof of valid clearance. The Bidder/Bidder/Service Provider/Contractor must obtain security clearance to comply with requirement of Rule 92, of Aircraft Rules 1937 (amended in 2004) from the BCAS- HQ, New-Delhi before commencement of the work.
 - c) The Bidder must obtain the requisite approval from DIAL and Bureau of Civil Aviation Security (BCAS), Government of India, are current. Whenever above agencies impose additional conditions as applicable to the contract during the time frame for this contract, the same shall be complied by the successful bidder throughout the contract period.
 - d) The Service provider shall ensure that all the safety and security regulations of AIESL, BCAS, CISF, or any other agency associated with airports activity are strictly adhered to if becomes applicable to this contract any time during service period.
 - e) Any violation of security regulations and indulging in illegal activities by his personnel deployed for AIESL will be at the cost / risk of service provider.
 - f) The service provider must ensure verification of character and antecedents of his personnel by Local Police before deployment.
 - g) The Personnel deployed must carry/ display photo identity cards provided by the service provider under his signatures, company's name and seal.
 - h) Any lapse noticed on the part of bidder or bidder employee involvement in theft/pilferage/malpractices, shall be inquired into by AIESL Security/other officials of AIESL and a suitable action including penalties / legal proceedings may be taken for breach of contractual liability.
 - i) The bidder shall take responsibility for good conduct of his/her employees in AIESL premises / Airport. If any such employee is involved in any theft / pilferage of property of AIESL / PAX Baggage/ Cargo consignments/AIESL property also in their areas of work as assigned by AIESL, AIESL reserves the right to impose penalty on the bidder apart from the legal provisions.
 - j) It will be the responsibility of the Bidder to ensure that no unauthorized personnel other than the AIESL FMS Personnel deployed for duty gains access to AIESL premises/ Airport.
 - k) The Bidder shall provide at his own cost proper uniforms with logo of service provider along-with high visibility jackets (approved by AIESL/DIAL) for the AIESL FMS personnel deployed at all the locations. The ENGG FMS personnel shall wear uniform while on duty & identity card issued by the Bidder.
 - l) The Bidder shall have a system to issue/retrieve AEP to their employees while they report / leave the AIESL/ Airport premises, as to ensure that their employees are not misusing the AEP
 - m) The Bidder shall also be responsible for getting all necessary clearance, if any, from all Govt. Agencies/Legal Authorities including DIAL and BCAS from time to time and the personnel deployed shall abide by the rules & regulations in force at the concerned locations of DIAL, Customs, BCAS, DGCA, AI etc.



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- n) Training cost will have to be paid by the Service Provider for the mandatory Security Awareness Training conducted by AIESL/BCAS for the total number of personnel deployed under this contract. In addition, the Service Provider shall comply with any new Security procedures of AIESL/BCAS/DIAL/CUSTOMS, etc. as and when put in place.
- o) On award of Contract, the Bidder shall be responsible for arranging PICs/ Airport Entry passes for their personnel from concerned Authorities like BCAS/DIAL at their own cost and also get antecedents of personnel verified from Police and other concerned Authorities before their deployment and shall renew the same from time to time. Any delay in renewal shall not be the reason for non-deployment.
- p) The Bidder shall ensure that Airport Entry Passes are not used for unauthorized purpose by his employees after retirement/'resignation/ termination. The following instructions shall be strictly complied with by all concerned: -
- i) The bidder shall ensure that no person, who has retired/left the job on his own or has been terminated from service or whose period of contract has expired shall retain the Airport Entry Pass issued to him for legitimate function at the Airport.
 - ii) It shall be the responsibility of Bidder that NOC is not issued to an employee who has retired/left the job on his own or has been terminated from service unless the Airport Entry Pass issued to him is returned to the authorized signatory of the concerned department/agency.
 - iii) It shall be responsibility of the Bidder to retrieve Airport Entry Passes from the person who has retired/left the job on his own or has been terminated from service or whose period of services has expired and deposit such Airport Entry Passes with the concerned Regional Dy. Commissioner of Security (CA), Bureau of Civil Aviation Security within 10 days after retirement/resignation/termination of their employee (s).
 - iv) Any deviation from the above mentioned instructions, i.e. / failure to return Airport Entry Passes within 10 days of retirement/ resignation/ termination of any employee, would render defaulter and action would be initiated by the BCAS.

41. Interpretation:

In the event of any difference in the interpretation of any of the clauses of the Service Agreement and/or the Tender documents, the interpretation put forth by GM (Engg), AIESL shall be final and binding.

42. Attending Bid opening:

The authorized representative of the bidder would only be allowed to attend the bid opening. Such representatives must carry an authorization letter on the letter head and photo ID of the bidder on each occasion as per enclosed Annexure-V.

43. Award of Contract, Acceptance, Commencement/Execution & Validity/Extension:

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The award of Contract shall be to the L-1 single vendor only, subject to fulfillment (in addition to eligibility criteria and the Undertakings) of following conditions by the Service Provider: -

- a) The Bidder has to convey acceptance of LOI (Letter Of Intent) within 7 days of receipt of letter of intent.
- b) The Bidder has to execute an agreement of terms & conditions of the Contract on a ₹ 100/- non judicial Stamp Paper with “Air India Engineering Services Limited” within 30 days of his acceptance of the Letter of Intent (LOI).
- c) The successful Bidder, after completing the required formalities, must commence the service within 30 days or as specified in the Letter of Intent (LOI) from the date of the acceptance of Letter of Intent (LOI).
- d) **The Contract shall be awarded initially for a period of Two (2) years & further extendable for another One(1) year subject to satisfactory performance and fulfillment of all the contractual obligations of this Tender.**
- e) If required, “AI Engineering Services Limited” may issue a Trial Contract for 3 to 6 months period before issuing the final Contract. Such Trial Contract period will be a part of overall Contract and the period of trial shall be counted as part of Contract period .
- f) In the event, the Bidder fails to comply with any of the Terms and Conditions of the Contract/Agreement “AI Engineering Services Limited” shall be at liberty to terminate the Contract with immediate effect besides forfeiting the security deposit.

44. Termination & Exit Clause:

- a) AIESL may at any time terminate the Contract with immediate effect by giving written notice to the Bidder, if Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to AIESL. In this case no compensation shall be made available to the bidder.
- b) In case of One month default of unsatisfactory performance, not meeting the required SLA's or breach of any of clauses of the service contract, AIESL may issue a 30 days notice to the party to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate the agreement by providing a 30 days written notice to the party. The party shall not have any right to dispute or question the Judgment of AIESL of unsatisfactory performance of the party. In such case the service provider will not be allowed to participate at least in the immediate next tender floated for the subject work.
- c) Notwithstanding the above clause 29 & 43, AIESL shall also be at liberty to terminate the contract/agreement for any reason including change in situation or circumstances etc. by providing to the successful bidder a 90 days written notice. The successful bidder shall also be at liberty to terminate the contract by providing to AIESL a 90 days written notice **except**



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for the reason, as specified in Para 29. In such an event, the terminated party shall have no right to claim compensation/damages etc. from the terminating party on account of early termination. However the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.

The successful Bidder who exercises the option of this exit clause will however, not be allowed to participate at least in the immediate next tender floated for the subject work Or three years, whichever is later.

45. Grounds for Rejection of the Service

- 45.1 Service not meeting the specifications or in any other aspect, shall be rejected at the time or when the deficiency of service is detected and it will be the responsibility of the Service Provider to make arrangements to replace the deficient manpower at their own cost and risk. AIESL will not bear any cost on account of such replacement.
- 45.4 The Quantities mentioned are our estimated requirements. Order will however, be released for actual requirements and may vary.
- 45.5 ***Please quote as per the format only.***
- a. Bidders are requested to restrict their offer only to the specifications given as above.
 - b. After opening of the Price bids, tenderers can not go back on their commitment on the above Technical specification / Parameters. Therefore, any doubt or clarifications required must be done before opening of the Price Bid.
 - c. Tenderers have to comply with all the Technical Specifications / Parameters, as detailed in above table, failing which they would be disqualified from further consideration / evaluation of their bid for this tender and neither their sample nor their Price Bid would be considered for further evaluation.
- 45.6 **Service Rejection Intimation**
- a. The Service rejected by the user department should be informed to the vendor within 5 working days and the vendor to rectify deficiency/shortcoming within 15 days of intimation of rejection, beyond this AIESL reserve the right to charge shortage as deemed suitable for 30 days (usually @ ½ % (half %) per day of value of service and thereafter AIESL will be at liberty to claim replacement of deficiency/shortcoming/shortfall.

46. Selection of Manpower

The selection of Manpower shall be strictly as per specifications provided in Annexure-A.

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The details of manpower intended to be provided by the successful bidder must be provided to AIESL 7 days prior to being deployed in AIESL.

ANNEXURE- A

Work Scope

I. Qualification criteria for personnel deployed for Manpower Services:

SN	Job Responsibility Area	Educational Qualification	Upper age limit
A	Data Entry Operator	Graduate with knowledge of computer applications & good command of English & Hindi.	Max. 35 years
B	Utility Hand/Loader/Helper	10 th Pass with Good physical health.	Max. 35 years

II. Scope OF Work of personnel to be deployed

A	Date Entry Operator	Recording of data in MS- word/ Ms -excel sheet. Assisting and monitoring work, communication with various service providers/ venders. Printing scanning & coping of various documents. Working on ERP/ Ramco software of AIESL or as assigned.
B	Utility Hand/Loader/Helper	Maintaining and cleaning of various equipment storage area. Helping hand in various Engineering Maintenance activities. Lifting and shifting of items or as assigned.

I. Work Timings, Hours and reporting: 9 Hrs per day , 6 days a week.

II. Indicative total requirement:

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

A	Data Entry Operator	14
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B	Utility Hand/Loader/Helper	10
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(I) **Commencement of Services:**

Induction of manpower is planned from 01 Nov 2022.

(II) **Place of work:** IGIA, Delhi

(III) **Service Standards:**

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

(IV) **Additional Requirement:**

- The deployment of personnel by the Service Provider will be done subject to requirement. The required numbers may vary (reduce or increase) as per projected requirement.
- AEP is mandatory for all personnel **with permit for entry from Gate No. 3.**

Annexure -B

Tenderers must submit this form duly completed & signed in a sealed envelope as per para 15(i) of this document.

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 Delhi, then address of the branch office at Delhi is to be furnished.	

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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 tenderer	Yes / No	If Yes, give details		
			Number	Date of Issue	Valid up to
A	Company Incorporation Certificate				
B	Existing Valid License (Under Contract Labour (Regulation & Abolition) Act 1970 showing up-to-date renewal. (Only one)				
C	PF Registration certificate in the name of Service provider				
D	ESI Registration certificate with the seventeen-digit code allotment letter in the name of service provider				
E	PAN number				
F	Goods & Service Tax (GST) Registration No.				
G	TAN Registration No.				
10a	BCAS Clearance certificate with validity (Mandatory) for auxiliary services on the day of submitting the bid				
10b	DIAL approval to render service at the Airport				
11a.	Experience in provision of skilled manpower services				
11b.	Copies of Current Contracts in support of 11a, duly certified by hiring company / self-attested enclosed				
12a.	Total Number of personnel employed presently at _____		_____ persons		



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12b.	Wage sheet for the month of April-2022 enclosed for one client or one station where ESI/ PF is applicable.	Yes/No
12c	ESI remittance challan for the month of April-2022 for deployed persons of the same client under the seventeen-digit code	Yes/No
12d.	PF remittance challan for the month April-2022 for deployed persons of the same client	Yes/No
12e.	Tender document signed, stamped and duly completed in all aspects	Yes/No
13a.	Annual turnover for the previous Financial Year (2018-19) & Financial year (2020-21) Financial year (2020-21)	Rs _____ (In Lakhs) Rs _____ (In Lakhs) Rs _____ (In Lakhs)
13b.	Copy of Balance sheet and P&L Account for the Financial Year Financial Year (2018-19) , (2019-20 & 2020-21) duly signed by the proprietor/ Director enclosed.	Yes/No
14a.	Annual Turnover pertaining to Business of providing Manpower Services for Financial Year (2018-19), Financial Year (2019-20) & Financial (Year 2020-21) (Auditors Certificate).	Rs _____ Rs _____ Rs _____
14b.	Copy of Contracts supporting to the above, Turnover for services related to Manpower.	

15. **Earnest Money Deposit Details:**

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

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

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



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17a	Has any Director/Partner/ Proprietor been convicted any time by court of law	YES/ NO (If Yes, give details)
17b	Has your company been Blacklisted by any agency of the airport or elsewhere	YES/ NO (If Yes, give details)
17c	Whether you raised any dispute with AIESL/Air-India & its subsidiaries in relation to any contract (either as a company or as a director of the company)	YES/ NO (If Yes, give details)
18	IT returns for Assessment year 2018-19, 2019-20 & 2020-21	YES/ NO (If Yes, give details)
19	Company Profile	YES/ NO (If Yes, give details)

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

20. Details of Manpower services was undertaken during last 4 years (Jan 2018 onwards)
(A separate sheet may be enclosed for these details together with a copy of contract)

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

21. Any other information which the Tenderer may like to furnish, separate sheet may be enclosed.
In support of above information self-attested copies of all Documents, wherever required be enclosed.

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

Requirement	Yes	No
1 Technical Bid format Annexure E duly typed with particulars on company letterhead.		

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2	Self-Attested copies of:-		
1	Company Incorporation Certificate/ Establishment certificate		
2	PF Registration certificate		
3	ESI Registration certificate with the seventeen-digit code allotment letter		
4	PAN No. & TAN NO.		
5	GST Registration No.		
6	BCAS clearance certificate for Auxiliary service		
7	DIAL approval for rendering service at Airport		
8	Solvency certificate issued by a nationalised bank.		
9	Existing Valid License (Under Contract Labour (Regulation & Abolition) Act 1970 showing up-to-date renewal. (Only one updated certificate)		
10	PF Challan/online submission printout for month of April-2022		
11	ESI online submission printout for month April-2022		
12	NSIC/MSME/Start up certificate		
13	Copy of Current contract		
14	Original copy of Authorized Signatories		
15	Registration /Affiliation with any other Agency (Please Specify Details)		
16	Copy of Contracts in support of Manpower services duly certified by hiring company/ self-attested enclosed		
17	Copy of draft assignment/ Appointment letter proposed to be issued to their employee being deployed in AIESL.		
18	April-2022 completed months wage sheet for a client where Manpower services are provided		
19	ESI remittance challan for the month April-2022 for deployed persons of the same client		
20	PF remittance challan for the month April-2022 for deployed persons of the same client		
21	Auditor certificate for annual turnover for the year 2019-20 and 2020-21 in Lakhs along with separate mention of turnover from Manpower services rendered by the bidder		
22	IT returns for Assessment year 2019-20 & 2020-21		

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23	Balance Sheet and P/L account for financial year 2019-20 & 2020-21		
24	TOTAL no. of Skilled manpower/ personnel currently deployed		
25	Assignment /Appointment letter copy normally being given to the personnel deployed by you.		
26	Letter of authorisation for signing the bid document issued by the director/ proprietor		
27	Tender document excluding Annexure I duly signed and stamped		
28	Undertaking		
29	Price bid (Masked/Erased)		
3	Company profile		
4	List of other Airlines/ other organisation where similar services are provided currently with Tel No. & contact person		
5	Submission of Indemnity Bond on non-judicial Stamp paper of Rs. 100/ -duly notarised.		
6	Tender document duly signed, stamped and completed in all aspects.		



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Annexure-C

The Dy. Gen. Manager-Engg
AI Engineering Services Ltd.
Avionics Complex
IGI Airport,
New Delhi - 110037

UNDER TAKINGS/CERTIFICATION:

It is certified that:

- 1) It is confirmed that if the LOI is awarded by AIESL to us, I/we shall obtain Form-V if required from AI Engineering Services Ltd and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority within One Month & deposit a copy with AIESL at the time of commencement of the job. In the event of the Service Provider not being covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, the Service Provider shall obtain a letter from the concerned labour authorities confirming the same.
- 2) It is confirmed that the registrations and licenses under all the applicable local and central taxes and laws and to be specified separately under each applicable tax/ law/ act/ BCAS clearance/ GST/ Work Contract Act/ Provident Fund Act/ Shops & Establishment Act/ ESI Act/ Income Tax Act / Bombay Labour Welfare Fund Act, 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 Tenderer.
 - I have carefully gone through and have understood and hereby agree to abide by all the General Terms & Conditions, Work scope and Specifications governing the tender.
 - I hereby confirm that I am authorized to sign the tender document and the information given in the tender is true and correct to the best of my knowledge and belief and nothing material is concealed / suppressed.
 - I am submitting a soft of copy of all scanned documents & enclosures of technical bid marked Tech Bid pen-drive.

Date: _____

Signature _____

Place: _____

Name & Designation:- _____

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Co. Name & Seal: _____

Annexure - D

Tenders must submitted in this form duly completed & signed in a sealed envelope superscribed **Price Bid / Tender No.....Due date:.....**

(Provision of Manpower Services at IGIA, Delhi)

Price Bid

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

To

.....

.....

AI Engineering Services Limited

.....

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	

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Company Name:			
Subject:- Tender for Provision of Manpower Services at IGIA, Delhi			
A	For CSA/DEO		
1	Wage Category	CODE	Graduate & Above
2	Monthly Rates These charges shall not include anything except for current minimum wages as per NCT Govt. of Delhi.	a	₹ (in figures)..... ₹ (in words).....
3	Statutory Payments viz.ESI, PF, and Bonus, etc	PF	b (-----%)_____
		ESIC	c (-----%)_____
		BONUS	d (-----%)_____
		OTHERS	e (-----%)_____
4	Monthly charges/contract management Fee included (Name Badges, ID Cards, AEPs, Uniform & AVSEC).	f	₹ (in figures)..... ₹ (in words).....
5	CTC per person Monthly (Min 48 hrs a week), g=a+b+c+d+e+f	g	₹ (in figures)..... ₹ (in words).....
7	GST on (g)	i	(-----%)_____
8	Airport Charges on (g)	j	(-----%)_____

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9	Total monthly cost / person	$k=g+i+j$	₹ (in figures)..... ₹ (in words).....
6	Rate per day per person $h= k/26$	h	₹ (in figures)..... ₹ (in words).....

B- Handymen/ Utility hand

Company Name:			
Subject:- Tender for Provision of Manpower Services at IGIA, Delhi			
Price Bid Form			
1	Wage Category	CODE	10th / 12th (Unskilled)
2	Monthly Rates These charges shall not include anything except for current minimum wages as per NCT Govt. of Delhi.	a	₹ (in figures)..... ₹ (in words).....
3	Statutory Payments viz.ESI, PF, and Bonus, etc	PF	b (-----%)_____
		ESIC	c (-----%)_____
		BONUS	d (-----%)_____
		OTHERS	e (-----%)_____
4	Monthly charges/contract management Fee included (Name Badges, ID Cards, AEPs, Uniform & AVSEC).	f	₹ (in figures)..... ₹ (in words).....
5	CTC per person Monthly (Min 48 hrs a week), $g=a+b+c+d+e+f$	g	₹ (in figures)..... ₹ (in words).....
6	GST on (g)	i	(-----%)_____
7	Airport Charges on (g)	j	(-----%)_____

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8	Total monthly cost / person	$k=g+i+j$	₹ (in figures)..... ₹ (in words).....
9	Rate per day per person $h=$ $k/26$	h	₹ (in figures)..... ₹ (in words).....

PS: Overall L1 party shall be decided on the basis of SN 9 (above). Price preference will be given to MSME as per Govt. of India policy.

- a) **Inclusions:** The rates offered/finalized/agreed by the Bidder shall be inclusive of all Govt. Taxes/ Levies, manpower cost, provision for Name Badges & Uniform, issuance of ID cards, AEP/ ADP/ Airport Authority Training costs and all statutory payments like ESI/PF, transportation, Airport permits, Labour welfare fund, Project coordinator, mobile & conveyance charges etc.
- b) **Exclusions:** The Service Tax (including education CESS) shall be payable extra, as applicable. Any additional charges like GTO (Gross Turnover Tax)/Royalty if levied by DIAL shall be excluded from the quoted rates and would be separately fully admissible (reimbursed) by AIESL on production of receipt as proof of payment.
- c) Rates finalized & agreed will remain firm during the Contract period of 2 years and further extendable to 3th year. No request shall be entertained for increase of Rates during the validity of the Contract and extensions, if any, under any circumstances except for g (i) below.
- d) The Activity-wise rates will be used for hourly payment for that Activity on pro-rata basis for extended hours.
- e) The Activity-wise rates will be used for pro-rata deduction for deficient services, in case of any absence/non-reporting/miss shifts for duty for that Activity in addition to the penalties, as per terms & conditions of this contract.
- f) The Activity-wise rates will be used for additional requirement of ENGG FMS personnel/withdrawal of ENGG FMS Personnel from a Activity based on the average rate quoted for that Activity.
- g) **Increase in Minimum wages:**
 - (i) The service provider will not be entitled to any claim for fluctuation of cost towards minimum wages during the validity of contract. However, if increase towards minimum wages is more than 10%, in such case the rates of minimum wages so increased, the service provider will be reimbursed excess over 10%. In the event of decrease in the rates of minimum wages, AIESL will have the right to claim, the refund of decrease beyond 10%. Such rates shall be



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payable only from the effective date of implementation of increase / decrease in minimum wages as notified by the appropriate Govt.

- (ii) The rates finalized & agreed to will remain firm during the Contract period and for extended period, if any and no demand for increase in rates shall be applicable except for g-(i) above.
(iii) Further, the increase/decrease in contractual consideration on account of g (i) above shall also include the associated increase/decrease in social security cost towards ESI and PF which will be computed on the increase/decrease in the rates of minimum wages, admissibility of which is specified in Clause h (i) above and would be limited to the minimum number of workers as defined in Work-Scope or in the absence of any minimum number of workers defined in the contract, the monthly average number of workers actually deployed for the subject work as verified from the certified wage sheets for the preceding six months submitted by the service provider, whichever is less.

Rates not quoted separately as per the format given in the Financial Bid (Annexure- D), the Financial Bid will be out rightly rejected.

A: Bids submitted by any party wherein the administrative charges / Service charges are indicated as "Zero: i.e., wherein no value has been indicated, such bids shall stand rejected out rightly.

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. No claim shall be entertained on increase of minimum wages up to 10% of the minimum wages as per clause.
5. All the pages of the Price Bid (Annexure D) have been signed.
6. I hereby certified that the above quoted rate is in compliance with Minimum Wages Act.
7. Where there is a difference between the words and figures expressed, the amount in words shall be considered.

Date: _____

Signature: _____

Place: _____

Name: _____

Designation: _____

Company Name & Seal: _____



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Annexure - E

SECURITY DEPOSIT FORM

To

Dy. Gen. Manager-Engg
AI Engineering Services Ltd.
Avionics Complex
IGI Airport,
New Delhi-110037

I/We, the undersigned declare that:

After having been qualified for award of Contract and vide provision xxxxxxx of the captioned tender, we will deposit equivalent sum of **3% (Three percent) of the total value of the Contract towards interest free Security deposit**, within 2 weeks of receipt of the Contract.

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

Date : _____

Place: _____

Signature _____

Name & Designation _____

Company Seal _____



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Annexure F

INDEMNITY BOND

THIS INDEMNITY BOND is executed on this _____ the Day of _____ 2022

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

Whereas _____ (name of the Service Provider) shall enter into an agreement with M/s. 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 Delhi under Northern Region as per indicative list and amended from time to time as per company policy.

1. The terms and conditions specified in the Tender Document AIESL/Tender..... dated We agree to keep AIESL indemnified against any claims / cost / damages and penalties in respect of breach of any Labour Laws currently applicable/in force and amended from time to time as per company policy.
2. We hereby undertake to fulfil all the terms and conditions specified herewith with regard to labour compliance under all applicable laws currently in force and amended from time to time as per company policy.
 - a. We shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to our employees. We shall duly comply with all Central and State Acts, laws, statutory rules, regulations, byelaws as applicable or which might be applicable to us for rendering services to AIESL which is MRO.

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- b. We shall at all times indemnify and keep indemnified the Company against any/all claims under the Employee's Compensation Act; Payment of Wages Act, Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory amendments / modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury / death sustained by any worker or other personnel deployed by us or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made thereunder, by any person whether in our employment or not, who provided or provides the said Services under this Agreement.
- c. We shall indemnify AI Engineering Services Limited at all times against any damages so caused to the Company on account of failure on our part to obtain such licenses and permission. This indemnity Bond is being furnished by us on non-judicial stamp paper of Rs. 200/- duly notarized as per Annexure F of the tender document. Copy of the Indemnity Bond to be furnished is attached as Annexure F.

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

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



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In the event of our Company/Organization not be covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, we shall obtain a letter from the concerned Labour authorities confirming the same.

- f. Our Company/Organization shall maintain proper record / register as required under the Contract Labour (Regulation and Abolition) Act 1970 or any other acts, rules and other relevant enactments thereon. The Records / Registers shall be produced for Verifications / Inspections as and when required by AIESL. AIESL reserves the right and power to check regarding statutory payments of Wages, ESI, EPF, GST, as considered necessary. We shall possess a valid 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 G of the tender document.
- j. In case, while on duty and during the course of engagement in the work premises of the AIESL under this contract, if any of the workforce deployed by us meet(s) with any injury indisposition due to the accident or other natural calamities, we shall ensure that immediate and adequate medical aid viz. First-aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, we/our Company/Organization shall also be liable for meeting with statutory liabilities under the Employee's State Insurance Act, 1948 and all other applicable statutes for the time being in force and amended from time to time.



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Other relevant Acts which are applicable:

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

Personnel related compliance:

- l. We/our Company/Organization shall not engage any workmen below the age of 18 years or above the age of 35 years. We/our Company/Organization shall produce age proof in respect of the workmen deployed by us.
- m. It is confirmed that we/our Company/Organization shall be the only employer in respect of the personnel deployed by us and AI Engineering Services Limited shall not be held partially or fully responsible for any dispute that may arise between us and Personnel deployed by us.
- n. At no stage of the Contract shall our employees be deemed to be employees of AI Engineering Services Ltd. We/our Company/Organization shall be liable not only to pay wages to our employees but we/our Company/Organization shall also be liable to make mandatory payments such as overtime, payment for weekly offs, compensation if any, notice pay, gratuity or bonus as applicable/payable. The Principal Employer shall not be held liable for any obligation in this regard on our part. Further we/our Company/Organization shall be responsible for providing facilities such as canteen, transport and medical to our employees as it shall not be binding on AIESL to provide these facilities to the persons deployed by us. We shall make arrangements to provide proper and valid identity cards to the employees.
- o. We/our Company/Organization shall strictly ensure that Minimum Wages as stipulated by the State Government for semiskilled/ 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.

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- 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 signature of the nominated representative shall be obtained on the salary sheets, date of disbursement to be indicated and official stamp to be affixed.

- r. We/our Company/Organization shall perform the work assignments to the best satisfaction of the AIESL. In case of unsatisfactory performance, intimation shall be given in writing to us and the AIESL reserves the right to cancel the Contract forthwith after due notice period. In that event of any legal payments to be/being made by the Principle Employer to the workforce engaged by us, the same shall be recoverable shall be fully recoverable from our Security deposit /outstanding bills.
 - s. It shall be our sole responsibility to settle disputes if any, rising, between ourselves and the personnel engaged by us. The Management of AI Engineering Services Limited shall not be in any way be responsible, in the event, the personnel engaged by us/our Company/Organization, approach the competent authority, under any Labour Act or the Court. The entire expenses in this behalf shall be borne by us/our Company/Organization. If we fail to comply with mandatory requirements under all the applicable Acts/Laws, we shall alone be responsible for all action initiated by the Enforcing Agencies of the Government & others, including penalties imposed thereon and AIESL shall have no obligation towards such action taken by the said Enforcement Agencies.
3. As per the terms and conditions specified in the Tender Document, we/our Company/Organization agree to be responsible for ensuring the compliance of Labour Laws both Central and State especially, but not limited to Employees State Insurance Act, 1948 and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961 and Bombay Labour Welfare Fund Act, 1953 as applicable from time to time and further shall be solely responsible for any cost and consequences on account of

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any breach and/or non-compliance of any other provisions of Labour Laws and shall indemnify AIESL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of Laws in force.

4. It is further agreed that we/our Company/Organization shall, within ten days from the receipt of LOI (letter of intent), obtain Form-V from AI Engineering Services Ltd and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority & deposit a copy with AI Engineering Services Limited at the time of commencement of the job. In the event of us/our Company/Organization Service Provider not be covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, we/our Company/Organization shall obtain a letter from the concerned labour authorities confirming the same.
5. It is further agreed that we/our Company/Organization shall indemnify AI Engineering Services Limited against any claim/s with regard to Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Contract Labour (Regulations & Abolition) Act, Workmen Compensation Act, Bombay Labour Welfare Fund Act, any Acts/Laws prevailing during the validity of the contract applicable to the Service Provider and other emoluments/allowances payable to the workmen deployed by the Service Provider during the validity of the Contract. The Service Provider confirms that all records of payments including Wage Registers/ Muster Roll/ Bank Clearance Statements/Overtime incurred penalties and advances if any in respect of the workmen engaged by us/our Company/Organization shall be maintained and produced as and when required by the AI Engineering Services Limited and/or any other third-party including Government Agencies/Authorities.
6. We/our Company/Organization further confirm that necessary ESI/PF payments in respect of the workmen engaged by us shall be made during the tenure of the contract within the time schedule as specified under the applicable Acts and we further indemnify AI Engineering Services Limited against any claim/s and liabilities arising out of the contract during the validity of the contract.
7. We/our Company/Organization also confirm that the relevant records pertaining to half yearly returns in respect of ESI and Annual returns in respect of PF filed by us shall be submitted to the AI Engineering Services Limited from time to time. We/our Company/Organization also undertakes to produce the relevant documents in respect of the various returns and the payments made during the tenure of the contract in respect of the workmen engaged by us before any third party, Government Agency/Authority. We/our Company/Organization also confirms that we shall maintain all records relevant to

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the record of ESI/PF deductions/deposits made and shall produce the same before the AI Engineering Services Limited as and when required and/or required by any third party, Government Agency/Authority.

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

Signed, Sealed & Delivered

Within the named _____

Through their
Director/Proprietor/Representative

Witness:

- 1.
- 2.

Date :

Place:



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Annexure -G

FORMAT OF AUTHORIZATION LETTER FOR ATTENDING BID OPENING

(On Bidder's Letter Head)

To

The Dy. Gen. Manager – Engg.
Avionics Complex
AI Engineering Services Ltd
I.G.I Airport Trml- 2
New Delhi – 110037

Sub: Authorization for attending bid opening

Tender No:

Subject:

The following persons(s) are hereby authorized to attend the bid opening for the Tender mentioned above on our behalf.

Sr. No.	Name	Email ID	Contact No.	Signature
1.				

Authorised Signatory

Signature _____

Name & Designation _____

With SEAL

Note:

1. Permission for entry to the hall where bids are opened, may be refused in case authorization letter as prescribed above is not received.
2. The authorized representatives, in their own interest, must reach the venue of bid opening well in time.
3. The authorized representative must carry a valid photo identity.

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Annexure- H

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(On Bidder's Letter Head)

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

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

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory.....

Bidding Organization Name



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Annexure-I

Service Level Agreement (SLA)
Successful Bidder is required to sign SLA with AIESL for Manpower Services.

<p>Service Level Agreement (SLA) for AI Engineering Services Limited By M/s -----</p> <p>Effective Date:</p>
--

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		



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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 Delhi 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”)

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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.

Service Scope

The following Services are covered by this Agreement:

- Work scope outlined the Tender document: _____

4.1. **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.

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- 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.

4.2. 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.

4.3. 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.
- General Manager AIESL, Delhi
- Proprietor, (of the Service Provider): Mr. _____
- M/s _____,
Email: _____

4.4. 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)

1) Allocation:

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

2) Reviews:



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

3) **Service Performance:**

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

4) **Audits:**

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

5) **Statutory Payments:**

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

6) **Policies & Payments:**

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

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



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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.



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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.



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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 A,B, C, D, F, G, H & I of the contract against Tender Ref. No. dated.....

Signed on _____ at _____

AI Engineering Services Limited

Customer

M/S _____

Service Provider

AI Engineering Services Limited

Production Planning & Material Management Department (PPMM),
New Avionics Complex, IGI Airport, T-2, New Delhi-1100037.India



REF-AIESL/PPMM/DEL/22-23/22167



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