

To The Convener, Tender Committee for Housekeeping & Trestles Cleaning Services, NEC, Mumbai.

Dear Sir / Madam (s)

# <u>Sub:-</u> <u>Tender for providing Housekeeping services & Trestles cleaning services in the</u> <u>premises of New Engineering Complex (NEC), Airbus Group, Vile Parle, Mumbai</u> at AI Engineering Services Limited(AIESL).

AI Engineering Services Limited (here in after referred as AIESL), invites bids under (UNDER TWO BID SYSTEM) from eligible bidders (herein after referred as Service Provider) meeting the Bid Evaluation Criteria (refer Annexure-A) specified in this tender document, for Tender for Housekeeping & Trestles Cleaning at NEC (Airbus), Vile Parle, Mumbai on a comprehensive basis in complete accordance with this tender.

- I. Tender No. & date of issue: EB/GM/I-33/80 dated 01-06-2023.
- II. Name of work: Tender for providing Housekeeping & Trestles Cleaning services in the premises of NEC, Mumbai.
- III. Earnest Money Deposit(EMD) :₹ 2,00,000 (Rupees two lakhs only)
- IV. Contract period: Two years from the date of commencement after awarding of LOI as detailed in the tender document with a provision for a one-year extension.
- V. Date & time of pre-bid meeting: 07/06/2023 at 11:30 hrs. (IST)
- VI. Due date & time for bid submission: Upto 14/06/2023, 11:00 hrs. (IST)
- VII. Technical bid opening date & time: 15/06/2023at 10:30 hrs. (IST)
- VIII. Tender fee (bidding document fee): Not Applicable
- IX. Validity of bids upto: 15/10/2023.
- **X.** Contact Person in case of queries:

# Mr. Rupesh More, Industrial Engineer NEC, Vile Parle-East, Mumbai - 400099 Telephone: 022 26811107 Email: <u>dgmie@aiesl.in</u>

Date and time for PRICE BID opening of technically qualified bidders shall be intimated later. If any of the days specified above happens to be a holiday in AIESL, the next working day shall be implied.

## **General Information:**

AI Engineering Services Limited (AIESL) is floating a Tender to enter into a contract with the capable party to provide Housekeeping services at NEC, Vile Parle, Mumbai in respect of following: -

#### The area where cleaning required:

Total at NEC, GROUP-A, Vileparle premise Facility including Hangars, Engine overhaul facility, All Shops, All Offices, EF&PM, MEDICAL, SECURITY, MMD, Warehouses/Stores Located at New Engineering Complex, substations, parkinglots and any other building in the facility & Trestle equipment at NEC. Proposed area to clean should be +/- 25% of estimated overall area to be included.



The Materials & Equipment, required for cleaning need to be provided by the service provider at his cost and all such cleaning agents used should be non-toxic and nonpollutant in nature. To maintain the quality, the quality of the product used for cleaning should be of Diversey Company or its equivalent quality product.

Locations to be served: AIESL, New Engineering Complex (NEC), Airbus Group, Sahar, Vile Parle- East, Mumbai-400099.

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

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

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मनीष कुमार खरे/MANISH KUMAR KHARE महाप्रबंधक (इंजीनियरी-सम.) General Manager (Engg.-CO) एआई इंजीनियरींग सर्विसेस लिमिटेउ, प.क्षे. मुंबई AI Engineering Services Limited, WR, Mumbai

General Manager-Engineering AI Engineering Services Ltd



#### Annexure A

## a. Bid Evaluation Criteria-Technical (BEC-Technical)

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

- 1. The Service Provider shall be a limited company registered under the Indian Companies Act, 2013 / 1956, or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India.
- 2. The tenderer must be a firm having a minimum annual turnover relating to the business of Housekeeping Services of ₹.26 lakhs (Rupees Twenty Six Lakhs Only) per annum during the financial year 2021-22 & 2022-23. (A copy of audited balance sheets and P & L A/c, duly signed & stamped/sealed by the Proprietor/ Director / authorized signatory shall be enclosed as proof of above) relating to the business of housekeeping services and the same shall be clearly indicated in the Technical Bid.
- 3. For The Tenderer must have PAN No., GST registration No., at the time of Tender application.
- 4. The Tenderer shall be duly registered with the concerned ESI & PF authorities and other applicable statutes at the time of application of tender. The registrations both under ESI and PF must mandatorily be in the name of the Tenderer only.
- 5. Only the tenderers who qualify successfully in the Technical Bid based on documents submitted and/or inspection of premises (office) carried out by the AIESL committee, as given in Annexure 'E' will be considered for their Price bids, and will be intimated regarding the same.
- 6. For financial bid evaluation, parties/bidder who are qualified in the technical bid will beinformed about the date and venue for the financial bid evaluation.
- 7. No intimation shall be sent to the tenderers/bidder who do not qualify in the technical bid. No correspondence/communication will be entertained from the tenderer/bidder who does not qualify in the technical bid.
- 8. Other criteria

a. The Tenderer **must have similar experience** of having **successfully completed Housekeeping services** after 01/01/2019 being executed by them. Monthly billing of the contract should be at least Rs. 2.17 lakhs per month.(Exclusive of all taxes applicable)

b. The tenderer should possess an **office in Mumbai** to facilitate coordination and monitoring of the contract. If the L1 party does not have an office in Mumbai they have to establish an office in Mumbai within one month of issuance of LOI.



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

#### b. Bid evaluation Criteria of Technically qualified bidders-Price (BEC-Price)

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

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

1. Weightage will be given towards the **solvency certificate** issued by any scheduled bank for the value mentioned. The higher the value, the higher the weightage.

2. The relevant experience in the field of providing the housekeeping services (in terms of monthly billing to the customers). The higher the amount billed, the higher the weightage.

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



#### Annexure B

## **TERMS and CONDITIONS governing the BID:**

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

- 1. 'AIESL' as used in the Tender document means 'AI Engineering Services Limited'.
- 2. The Service Provider having franchisee/sister concern arrangements can offer only one quote on behalf of all concerns under that arrangement.
- 3. The "Tenderer", "Bidder", "Service Provider", "Contractor" and/or "Party", as used in the Tender document, shall mean the one who is authorized to sign the Tender Form and submit the quotation in response to this Tender for provision of Manpower Services.
- The Tender shall mean the present Tender issued by AIESL for Tender No. EB/GM/I-33/80 dated 01-06-2023 for Provision of Housekeeping Services & Trestles Cleaning services assigned by AIESL.
- 5. It is further clarified that any individual signing the TENDER or other documents in connection with the Tender must certify whether he/she is signing it as:
  - a. A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
  - b. A partner of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender shall be signed by all the Partners.
  - c. Constituted attorney of the firm, if it is a Company.
  - d. Authorized signatory of the firm.
  - e. The designated lead party in case of a joint venture, consortium, or association.
- 6. The near relatives of employees of AIESL are prohibited from participating in this Tender. Near relatives are defined as:
  - a. Members of the Hindu undivided family.
  - b. Their husband or wife
  - c. Relatives in the manner as father, mother, son(s), son's wife, and daughter(s), daughter's husband, brother(s), brother's wife, sister (s), and sister's husband.
- 7. Any company blacklisted by AIESL or its subsidiaries in the last three years prior to the date of Tender is prohibited from participating in this Tender.
- 8. The intending Tenderers shall visit the site at their own cost and make themselves thoroughly acquainted with all the information necessary including contingencies, risks, and other information to enable them to prepare a proper offer against this Tender.



- 9. The bid shall be prepared by the "Sole Bidder" and shall be sent to AIESL directly. AIESL reserves the right to reject offers made by intermediaries/representatives.
- 10. All bids received against this Tender, from bidders who submit their bid based on the Tender document downloaded from the web site, shall be evaluated as per the Bid Evaluation Criteria -Technical/price provisions of the Tender document.
- 11. Issue/submission of Tender form does not necessarily mean that the Tenderer is an eligible Party.

#### **12. ZERO DEVIATION**

Bidder is advised to quote strictly as per the terms and conditions of the Tender document and not to stipulate any deviation/exceptions/conditions. This is a zero deviation Tender. If at all any conditions are stipulated the bids will be summarily rejected.

- 13. Bidder to note that any deviation to following clauses of Tender documents shall lead to rejection of their bids:
  - a. Firm Price for two years.
  - b. EMD
  - c. Scope of Work
  - d. Special Conditions of Contract
  - e. Service Delivery Schedule
  - f. Period of validity of Bid
  - g. Performance Bank Guarantee/ Security Deposit
  - h. Guarantee of work / Services/equipment
  - i. Service level agreement
  - j. Arbitration / Resolution of Dispute
  - k. Force Majeure
  - 1. Statutory Compliance to Applicable Laws
  - m. Registration of PF & ESIC in the name of Firm
  - n. Indemnity Bond on non-judicial stamp paper of Rs.200/-duly notarised as per Annexure F.
  - o. All the pages of the Tender document must be mandatorily signed and stamped by the authorized signatory and along with the supporting documents as asked in the technical bid.
  - p. All documents in support of the Tender must be submitted in accordance with the checklist as per Annexure E.
  - q. Any other condition specifically mentioned in the Tender documents, noncompliance of the clause thereof shall lead to rejection of the bid.



#### 14. Pre-bid meeting

- a. The purpose of the pre-bid meeting shall be to clarify issues and to answer questions on any matter related to tender that may be raised at that stage.
- b. The pre-bid meeting shall be held on 07-06-2023 at 11:30 am. The meeting shall be held through video conference or at Training Conference Hall, New Engineering Complex, Bamanwada, Sahar, Vileparle (East), Mumbai-400099.
- c. Text of the questions raised and the responses given, together with any responses prepared after the pre-bid meeting, shall be transmitted without delay (without identifying the sources of the question) to all participants to the Pre-Bid meeting. Any modification in the bidding documents listed in Tender that may become necessary as a result of the pre-bid meeting shall be made by the AIESL exclusively through the issue of an Addendum/ Corrigendum separately and shall be available for download from our website.
- d. Non-attendance by the proposed Tenderer in the pre-bid meeting shall not be a cause for disqualification of the said proposed Tenderer. Addendum and/or Corrigendum, if any, to the Tender document, shall be hosted on the website after the pre-bid meet which shall be referred and taken into consideration by all the parties irrespective of their presence in the pre-bid meet.
- e. Interested bidders who desire to participate the pre-bid meeting shall intimate two days in advance of the said meeting, the name of the representative, his/her designation and contact number so that necessary arrangements can be made. The details shall be forwarded to <u>dgmie@aiesl.in</u> and cc to <u>rajesh.mehra@aiesl.in</u> with clear mention of the subject as "Tender for Provision of HOUSEKEEPING & Trestles Cleaning Services".

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

- 1. **Earnest Money Deposit:** The Tenderer shall furnish along with Technical Bid, Earnest Money (refundable) of ₹2,00,000/- (Rupees two lakh only) in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled Banking favour of "**AI Engineering Services Limited**" payable at Mumbai.
  - a) Tenders received with lesser EMD shall be rejected.
  - b) Tenders received without EMD shall be summarily rejected (other than parties meeting the exemption criteria as per clause 16)
  - c) EMD so deposited shall not carry any interest.
  - d) In case, the successful Tenderer refuses to accept the LOI /Work Order/Service Level Agreement or fails to abide by any terms of the Tender / fails to commence the work within the stipulated time, the EMD of such successful bidder shall be forfeited and will be banned for three years from bidding AIESL Tenders.
  - e) In case of a successful Tenderer, EMD can be adjusted against Security Deposit / Performance Guarantee, and difference, if any, shall be paid to the other by either party.



- f) In case of technically disqualified Tenderer, EMD shall be refunded without interest, after the opening of the Price bids. In the case of unsuccessful Tenderers who do not qualify in the Price bid, EMD shall be refunded by AIESL without interest, within a reasonable period after finalization of the Tender and acceptance of the LOI by the successful Tenderer.
- g) EMD shall be forfeited in case the party withdraws its Tender offer at any stage of the Tender process.
- h) EMD shall continue to be in full force and effect till the time that the security deposit is provided by the successful Tenderers to AIESL.
- 16. The firms registered with NSIC/ SSI (under its Single Point Registration Scheme)/UdyogAadhar/MSME/Startup shall be exempted from the payment of earnest money deposit provided they are registered for the services that they intend to quote for and provide against the concerned AIESL Tender. Such firms are required to provide an attested copy of the Certificate of Registration with NSIC / SSI/UdyogAadhar/MSME/Startup. Benefits would be given to MSME as per GoI guidelines prevailing on the date of opening the tender. Similarly, Startup will be provided concessions as per prevalent GOI guidelines.
- 17. Bidder(s) are advised to quote strictly as per the terms and conditions of the Tender documents and not to stipulate any deviations/exceptions/inclusions. Once quoted, the Bidder shall not make any subsequent price change after due date and time of submission of a bid. Price changes through any other mode shall render the offer liable for rejection and if indicated with the word **negotiable** shall also be as well summarily rejected.
- 18. Mode and method for Submission of Bids:

The offer shall be submitted in two bid format. a. Technical bid and b. Price bid as follows.

a. Envelope 1-

The **Technical Bid** covering all details as mentioned in the formats with Earnest money deposit for Rs. 2,00,000 and all enclosures demanded to accompany the technical bid elsewhere in the tender need to be necessarily submitted in a separate sealed envelope superscribing the enquiry reference No. EB/GM/I-33/80 dated 01-06-2023.-**Technical bid** in bold letters with service provider name.

b. Envelope 2-

The **Price Bid** needs to be submitted in a separate sealed envelope superscribing the enquiry reference no. EB/GM/I-33/80 dated 01-06-2023.-**Price Bid** in bold letters with service provider name.



c. Envelope 3-

Both the seen envelopes need to be put in a sealed **master envelope** superscribing the enquiry reference No. EB/GM/I-33/80 dated 01-06-2023 in bold letters with the service provider name and addressed to **GM-Engg**, New Engineering Complex, NEC, Bamanwada, near cigarette factory vileparle East, Mumbai,400099.

- d. The bid envelopes shall be submitted at the above address in person or by post/couriers so as to reach upto 14/06/2023, 11:00 hrs. (IST).
- e. Tender document sent through Post or **Courier** shall be at the risk of the Tenderer and AIESL / NEC, vileparle, Mumbai shall not be responsible for any loss or non-receipt of the Tender documents.
- f. Tenders received after due date/time shall not be entertained/ considered under any circumstances.
- g. The price quoted should be clearly typed /written in figures and words, free from corrections or overwriting. Correction, if any, must be authenticated by the full signature of the person who has signed the quotation.
- 19. If the Tender Opening/Closing date is declared a Holiday by Mumbai Office of AIESL due to unforeseen circumstances, the last date of Submission/Opening of the Bids shall automatically stand extended correspondingly same hours of the next working date.
- 20. All bidders are required to submit the supporting documents along with the Tender copy duly **signed and stamped** by an authorized representative of the Tenderer. In the event of any document not being submitted, please note AIESL shall not seek confirmations/ clarifications/documents or explanations. Any bid that is not in line with conditions/requirements specified in the Tender shall be liable for rejection. Bidders are requested to go through all the clauses of this Tender carefully and then submit the supporting documents strictly as per the checklist enclosed in the Tender document.
- 21. AIESL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.
- 22. AIESL reserves the right to allow Purchase preference to SSI /NSIC/ UdyogAadhar/MSME/ Startup registered firms or Public Sector Undertakingsas admissible under the prevailing policy of Govt. of India.

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

- a. The tenderer shall initial all the corrections if any.
- b. The tenderer shall number, sign and stamp all pages of the Tender document and all the enclosures accompanying the Technical Bid/Financial Bid document before submission of the Tender.
- c. The Tender shall be accompanied by a certified true copy of the power of attorney.



d. The Tender documents together with Annexures/enclosures are to be submitted along with technical bid **excluding Annexure H** (Price Bid).

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

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

- a. If the Bid (Technical and/or Price) has been received **after the due date** and time as mentioned in the Tender.
- b. If **only the Technical Bid** has been received and the Price Bid has not been received, and vice versa.
- c. If the Bid (Technical and/or Price) have been received by **fax or email**.
- d. If the Bid (Technical and/or Price) have been received **unsigned/unstamped** on any of the pages of the Tender document.
- e. If the Bid (Technical and/or Price) has been received in an **open condition**.
- f. If the Technical Bid has been received **without EMD** and/or the EMD is lesser than the amount specified or the EMD fee has been submitted in a mode other than as specified at Clause 15 above in this document of the Tender.
- g. If the Technical Bid is received with any conditions.
- h. The Price bids submitted by any party wherein the Administrative charges / Service charges are indicated as 'Zero' i.e. wherein no value has been indicated for the services provided.
- i. Any reasons for rejection of the bid as cited **against any clause** anywhere else in this Tender Document.
- j. If the **Technical Bids contains the price information**, bids will be rejected. Price information to be submitted only with Price Bids.
- k. Adverse feedback from current/past contracts of similar nature.
- 24. Queries from the Tenderer during bid evaluation
  - a. i)In case, any clarification is required with regards to Tender, the same may be obtained from AI Engineering Services Limited before the Technical bid opening from Mr. Rupesh More by email addressed to <u>dgmie@aiesl.in</u> and cc to <u>rajesh.mehra@aiesl.in</u> with clearly mention of the subject as "**Tender for Provision of Housekeeping Services**".

# ii) Please note that queries shall not be entertained by AIESL after pre-bid meeting and technical bid opening.

- b. During the process of the evaluation of bids, no queries shall be entertained from the Tenderer with regard to the status of the evaluation. If required, the Tender committee members of AIESL shall visit the premises of the Tenderer to verify all the supporting documents provided.
- 25. Technically Disqualified Bids:

Price bids of the technically disqualified Tenderers would be returned "as is where is" basis after 10 days of the opening of technical.



- Ref.:- EB/GM/I-33/80 dated 01-06-2023
  - 26. Extension of due date:

The Due date/time of submission of Tender and opening of Technical Bids may be extended at any time, at the sole discretion of AIESL, and the details of changes, if any, shall be hosted on our website.

27. Due / Last date for submission of the Tender:

The last/due date for submission of Tender is on 14/06/2023 latest by 1100 hrs. Tenders received after due date/time by post/courier/personally shall not be entertained/considered. Tender drop box shall be kept at Gate No. 3, AIR INDIA Security Gate, NEC, Vile Parle, Mumbai - 400099.

28. Date of opening of the Tender:

Date of opening of Tender at the above address is on 15/06/2023 at 1030 hrs. (IST), interested parties/authorized representative shall participate, carrying due identity proof or letter signed and stamped by the authorized signatory as mentioned in clause 5 above of this Tender Document.

- 29. The tenderer shall give the official mailing address, email id to which all correspondence shall be sent by AIESL. Also, if the address is changed, the same shall be intimated to AIESL immediately.
- 30. The Tenderer shall submit its Price Bid quote including the rate and amounts in figures as well as in words. The language for filling Tender Document shall be in English only. The amount for each item shall be marked out with the relevant total.
- 31. When there is a difference between the rates in figures and words, the amount stated in words and the rates which correspond to will be considered.
  - a. When the amount of any item is not worked out by the Tenderer or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Tenderer in words shall be taken as correct.
  - b. When the rate quoted by the Tenderer in figures and words tallies but the amount is not worked out correctly, the rate quoted by the Tenderer shall be taken as correct and not the amount
  - c. All rates shall be quoted on the proper form of the Tender alone. Special care shall be taken to write the rates and amount in figures as well as in words. The total amounts shall be written in figures. In case of figures the words "Rs." shall be written before the figures of rupees and words "paise" after the decimal figures, e.g. Rs.2.15 paise and in case of words, the word "Rupees "shall precede and the word 'Paise' shall be written closely following the amount and it shall not be written in the next line.
- 32. Any communication by one Party to the other, pursuant to the submissions made in respect of this tender shall be sent in writing to the address specified for that purpose in the Tender document.



- 33. **Price Negotiation:** As it is not the general norm for AIESL to carry out price negotiations following the evaluation of the price Bids, the **Tenderer is advised to submit their best quotes** in response to this Tender. AIESL however, reserves the right to carry out negotiations in exceptional cases with the Tenderer who has been evaluated by AIESL as having offered the lowest bid in response to the Tender.
- 34. Award of LOI, Acceptance, Commencement, Work Order and Service Level Agreement: The award of Contract shall be subject to fulfillment of the conditions enumerated in this Tender document:
  - a. The Tenderer/ bidder has to convey acceptance of LOI (Letter of Intent) within 3 days of receipt of Letter of Intent.
  - b. The Tenderer has to submit the security deposit /performance guarantee amount within 7 days from the acceptance of LOI. Please refer to details in Annexure C, Clause 2.
  - c. The Tenderer has to deploy personnel for the job within 7 days after acceptance of LOI. If the Tenderer fails to deploy the requisite number of personnel required for completing the task within 7 days, LOI will be cancelled without any notice and the EMD of the tenderer will be forfeited.
  - d. The Work order shall be awarded to the successful party within 15 days from the date of acceptance of LOI.
  - e. The successful Tenderer has to execute a Service Level Agreement of Terms & Conditions as per Annexure Ion a non-judicial stamp paper of Rs.200/- within 15 days of his acceptance of the LOI, which shall be notarized after duly obtaining the signature of the Principle Employer. The cost of the Stamp Paper and notarization shall be borne by the Successful Tenderer on his own.
  - f. The contracts may be awarded as per requirement projected in Annexure D.

## **35. Forfeiture of EMD**

EMD forfeiture, if the bidder

- a. Withdraws their offer at any stage of the Tender process after the due date of technical bid submission and opening.
- b. When the successful bidder FAILS to commence the contract within the specified stipulated period after award of the LOI.
- c. Fails to disclose correct information.

#### **36. Fraudulent practices:**

AIESL requires that bidders/contractors observe the highest standard of ethics during the bid and execution of contracts. In pursuance of this AIESL defines, for the purposes of this provision, the terms set forth below as follows

a. "**corrupt practice**" means 1) offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process or 2) save and except as permitted engaging in any manner whatsoever, whether during the Bidding Process or after the issue of



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

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

# **37. Errant Bidders**

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

## **38.** Blacklisting conditions

The party/ board of director (whose name is common) shall be blacklisted from participating in any Tenders floated by AIESL for the next six years, in case the Tenderer:



- a. Adopts fraudulent practices as cited above in clause 36 and against errant bidders as specified in clause 37.
- b. Withdraws after award of the LOI/Work Order and fails to commence within the specified stipulated period and perform the contractual obligations during the currency of the contract.
- c. Negative feedback from AI and its subsidiaries.

#### **39.** Price Bid Validity

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



#### Annexure C

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

# 1. Rate and Validity:

# i. Inclusions

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

#### ii. Exclusions

- a. The GST on applicable rates is **excluded**. This would be reimbursed separately by AIESL on the production of receipt as proof of payment for the previous month's GST amount along with a proof of filing of the GSTR1.
- b. Any other tax as per Government laws including Royalty as and when made effective after the due date of the Tender.

#### iii. Validity& Extension:

- a. Rates finalized and agreed shall remain firm during the full Contract period. No request shall be entertained for an increase in rates during the validity of the Contract and extensions.
- b. Subject to 'c' below the Contract shall be awarded for two years from the date of commencement of the Contract.
- c. The first three months of the Contract may be treated as a trial period, during which, if the services rendered by the **successful Service Provider** are found to be unsatisfactory/not in the standard required to be maintained as per AIESL's requirement, the contract shall be terminated by AIESL immediately, at its sole discretion

#### 2. <u>Security Deposit / Performance Guarantee</u>

- i. The successful Tenderer, on the award of LOI/Work Order shall deposit, and continue to maintain for the entire period of the contract plus three months thereafter, a sum equivalent to **5% of the annual value** of Contract as estimated by AIESL, an unconditional and irrevocable Security Deposit/Performance Guarantee in the form of Demand Draft/Pay Order/Bank Guarantee from a Scheduled/Nationalized Bank within 15 days from the date of acceptance of LOI.
- ii. The Security Deposit/Performance Guarantee has to be deposited before the time of commencement of the works.
- iii. In case, Security Deposit/Performance Guarantee is not deposited in time, the bills shall not be processed for payment till the security deposit is made good.
- iv. In case of breach of contract or violation of any terms of the Contract, the Security Deposit/Performance Guarantee shall be forfeited/bank guarantee be invoked.



- v. In a case, fails to disclose correct information Security Deposit/Performance Guarantee shall be forfeited.
- vi. Such Security Deposit/Performance Guarantee shall not bear any interest and shall be refunded without interest only on successful completion of the awarded work and on fulfilling all Contractual obligations after a claim period of 3 months.
- vii. In case of a bank guarantee, the validity shall be up to full validity period the contract plus 3 months, the same shall be returned after successful completion of the contract and on fulfilling all Contractual obligations after the claim period of three months.
- viii. In case the EMD is converted and adjusted towards the security deposit the differential component needs to be paid by the Party before the commencement of the works.
  - ix. In case the EMD amount is in excess to the security deposit the differential amount shall be reimbursed by AIESL along with the first bill amount or on submission of bank guarantee as cited above.
  - x. In case of partial or total encashment of Security Deposit by AIESL, the Successful Tenderer shall reinstate the Security Deposit to its original level within 10 days, failing which the contract may be terminated by AI Engineering Services Ltd. in its sole discretion.

# 3. Execution of Works:

- a. The successful Tenderer has to convey acceptance of LOI in writing within 3 days from the receipt of LOI.
- b. The successful Tenderer shall be required to commence the services within 7 days from the date of acceptance of LOI.
- c. The successful Tenderer has to execute a Service Level Agreement of Terms & Conditions as per Annexure I on a non-judicial Stamp Paper of Rs.200/within 30 days of his acceptance of the LOI, which shall be notarized after duly obtaining the signature of the Principle Employer. The cost of the Stamp Paper and notarization shall be borne by the successful Tenderer on his own.
- d. The successful Tenderer before the final commencement of services shall be required to give adequate training to his manpower regarding the services to be carried out without any liability to the AIESL.

# 4: General Requirements:

a. Supervision of personnel/employees deployed by the successful Tenderer shall be the responsibility of the successful Tenderer itself. The successful Tenderer will deploy at least one supervisor daily for managing the manpower deployed at AIESL. Supervisors should have at least a graduate and shall expertise to manage people as per task at the cost of the service provider.



- b. The successful Tenderer will not deploy personnel forthwith found unsuitable by AIESL. AIESL further reserves the right to refuse entry of any such personnel for rendering the aforesaid services.
- c. The successful Tenderer must deploy personnel at its own cost the supervisors to monitor the work allotted to the employees/staff on a day-to-day basis taking into account the requirements as indicated in Annexure D of the Tender document.
- d. The services shall be carried out by the successful Tenderer by deploying trained personnel.
- e. While performing the various housekeeping services by the personnel of the successful tenderer, if any item belonging to AIESL is found, the same shall be deposited immediately with Officials of AIESL against receipt.
- f. The Authorised Representative/Supervisor of the successful Tenderer shall personally visit the place of work regularly to ensure smooth execution of work by its staff.
- g. The staff employed by the Tenderer for carrying out the subject work shall do so at the sole risk & responsibility of the Tenderer.

# 5. <u>Insurance</u>

Service Provider shall have necessary valid public liability Insurance Policies of Rs. 5 Lakh (Rupees Five Lakhs) on Companies approved by the Government to cover all the risks including third Party, against injury, other acts and deeds of their deployed personnel at AIESL premises during the currency of contract as detailed in conditions of Contract and produce all such documents for AIESL designated representative for verification as when asked for and a copy shall be submitted for AIESL records. Copy of insurance to be submitted within 7 days of issuance of LOI.

# 6. Undertakings:

The Tenderer shall provide the undertaking along with the acceptance of LOI as detailed below

- a. The Tenderer shall have the registrations and licenses under all the applicable local and central taxes/laws and to be specified separately under each applicable tax/ law/Act (i.e. GST/ Income Tax Act/Customs Act, etc.) shall be produced forthwith for verification/checking of AIESL or to a third party authorized by AIESL/agencies of Govt. of India.
- b. The Tenderer shall ensure that the work as per the work scope specified will be executed to the satisfaction of AIESL.

# 7. <u>Compliance of labour law</u>

# **General Conditions:**

a. The Tenderer shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to his employees. The Tenderer shall duly comply with all State Acts, laws, statutory rules, regulations, bye-laws as applicable, or which might apply to the Service Provider/Tenderer from time to time.



- The Tenderer shall at all times indemnify and keep indemnified the Company b. 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 an accident or injury/death sustained by any worker or other personnel of the Tenderer or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made thereunder, by any person whether in the employment of the Tenderer or not, who provided or provides the said Services under this Agreement.
- c. The Tenderer shall indemnify AI Engineering Services Limited at all times against any damages so caused to the Company on account of failure on the part of the Tenderer to obtain such licenses and permissions as required. The successful Tenderer shall furnish an Indemnity Bond as per format attached on a separate non-judicial stamp paper of Rs. 200/- duly notarized along with the agreement after LOI is issued. Copy of the Indemnity Bond to be furnished is attached as Annexure F.
- d. In case of any financial liability is imposed by AIESL of any nature whatsoever, the service provider shall be liable to make the said liability good forthwith failing which AIESL shall have the right to recover the said amounts by withholding payments/forfeiting deposits/recover from amounts payable to service provider along with any penalty and interest thereof.

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

- e. The Tenderer shall indemnify and compensate the Company, if the Company becomes liable to assume any liability towards the workforce engaged by the Tenderer. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable in toto.
- f. In case, while on duty and during the course of engagement in the work premises of the Company under this Agreement, if any of the Tenderer's workforce meet(s) with any injury indisposition due to the accident or other natural calamities, the Tenderer shall ensure that immediate and adequate medical aid viz. First-aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, the Tenderer shall also be liable for meeting with statutory liabilities under the Employee's State Insurance Act, 1948.

## **Other relevant Acts which are applicable:**

g. That the Tenderer hereby confirms that the said Tenderer, have registered their firm/company with each authority under all applicable provisions of law, requiring registration and Tenderer further confirms that all licenses required under each applicable provision of law had been granted to the said Tenderer and



that the provisions of Contract Labour (Regulations and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Wages Act, 1936, Employee's Compensation Act, 1923 and Minimum Wages Act, 1948, Employer Liability Act, 1938 are being followed by the said Tenderer in strict compliance thereof. The Tenderer shall ensure that all returns that are required to be submitted under the applicable labour laws shall be submitted from time to time.

# Personnel related compliance:

- h. The Service Provider shall be the employer of his personnel for all purposes and AIESL shall not be held partially or fully responsible for any dispute that may arise between the Service Provider & his Personnel.
- i. At no stage of the Contract shall the employees of the Tenderer be deemed to be employees of AIESL. The Tenderer shall be liable not only to pay wages to his employees but overtime, payment for weekly offs; any compensation, notice pay, gratuity or bonus as payable. Further, the Tenderer shall be responsible for providing statutory facilities to his employees, as it shall not be binding on AIESL to provide these facilities to the persons deployed by the Tenderer. The Tenderer shall make arrangements to provide proper and valid identity cards to the employees.
- j. The Tenderer shall perform the work assignments to the best satisfaction of the Company. In case of unsatisfactory performance, intimation shall be given in writing to the Tenderer and the Company reserves the right to cancel the Contract forthwith after the due notice period.
- k. It shall be the sole responsibility of the Service Provider to settle disputes if any, arising out of the engagement between the Service Provider and the personnel engaged by him. The Management of AIESL shall not in any way be responsible, in the event, the personnel approach to the competent authority, under any Labour Act or the Court, the entire expenses in this behalf shall be borne by the Service Provider. For failure, the Service Provider shall alone be responsible for all action initiated by the Enforcing Agencies of the Government & others, including penalties imposed thereon, and AIESL shall have no obligation towards them.

# 8. <u>Indemnification</u>

a. The successful Tenderer shall indemnify AIESL against third party claims arising out of acts and deeds on the part of Service Provider's personnel deployed for the work. The successful Tenderer shall also indemnify AIESL against any loss or damage by its personnel to AIESL personnel or property including machinery, equipment, or buildings. In case, any such amount is not deposited/paid to AIESL, the same shall be deducted from Security Deposit/Bills/Future payments due to the successful Tenderer.



- b. In case of injury or loss of AIESL staff due to any act or deed of successful Tenderer's employee or due to an accident, the successful Tenderer shall arrange to pay AIESL employee or AIESL employee's legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful Tenderer. The legal costs shall also be borne and paid by the successful Tenderer. The Tenderer shall indemnify against any clauses elsewhere as referred to in this Tender document which specifies so.
- c. In case of any financial liability imposed by AIESL of any nature whatsoever, the service provider shall be liable to make the said liability good forthwith failing which AIESL shall have the right recover the said amounts by withholding payments/forfeit deposits/ recover from amounts payable to service provider along with any penalty and interest thereof.

# 9. <u>Claims for Damage / Loss</u>

- a. AIESL shall promptly notify the Tenderer of any claims/deficiency on the part of the tenderer arising under/out of the Contract.
- b. In case any equipment provided to Service Provider personnel is damaged/ lost etc., AIESL shall be compensated to the extent of the replacement at its landed cost at Mumbai.
- c. In case the Service Provider, having been notified by AIESL, fails to take remedial action within the stipulated time as advised, AI Engineering Services Limited may take remedial action without any further notice, at the Tenderer's risk and cost. AIESL shall also levy damages/terminate the Contract without prejudice to any other rights which AIESL may have on the Tenderer under the service Contract.

# 10. <u>Compliance of Security regulations</u>

- a. The successful Tenderer shall ensure compliance and shall be solely responsible to adhere to all the safety and security regulations of AIESL **or** any other agency associated with Aircraft Hangar for personnel deployed by them.
- b. The successful Tenderer shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies/Legal Authorities from time to time, with regards to the provisions of services. As well all such clearances/licenses shall be current.
- c. The successful Tenderer shall provide to AIESL all personal details (name, father's name, age, permanent address & present address) along with passport size photograph, of its employees, and proof of age and educational qualifications who shall be working under this contract at the respective airports and shops/plants/hangars located at NEC. AIESL shall arrange to issue a letter of intent [LOI] on the Successful Service Provider before the release of formal Work Order to enable the Service Provider to apply for the Entry Pass in time before the commencement of this contract. Any violation of security regulations and indulging in illegal activities including but not limited to smuggling/theft/act of



Sabotage/pilferage of property by successful Tenderer's personnel shall be at the cost/risk of successful Tenderer and shall be liable for all the legal consequences thereof.

- d. The successful Tenderer shall ensure a prior verification of character and antecedents of its personnel from local/Mumbai Police (Police clearance certificate) before deployment, in AIESL as it is a "protected industry" and Airport Hangar as "protected area". Every employee's photograph, copy of Police verification of character and antecedents are to be furnished to AIESL Security along with an undertaking to bear the cost and risk in case of adverse situations arising out of their personnel/and their act.
- e. The personnel so deployed must be in possession of photo identity cards provided by the successful Tenderer under its signatures, company's name, and seal apart from Entry Passes issued by AIESL for entry to be shown if and when demanded by AIESL's officials.
- f. The successful Tenderer shall have a system to issue/retrieve Entry Passes to/from their employees while they report or leave the AIESL/ premises, so as to ensure that their employees are not misusing the Entry Passes.
- g. The successful Tenderer shall have a system to surrender the Expired/Lapsed/Terminated Entry Pass of its employees to the issuing authority.
- h. Any lapse noticed on the part of any employee of successful Tenderer involved in theft/pilferage/malpractices shall be inquired into by AIESL Security/other officials and suitable action including legal proceedings shall be initiated for breach of contractual liability along with penal provisions of various laws.

# 1. <u>Payment:</u>

All payments to the successful Tenderer by AIESL for the services rendered by it shall be subject to the following compliances by it: -

- a. Monthly Bills along with the certified performance report duly signed by representative of Tenderer and AIESL as given in the Annexure J issued by the successful Tenderer shall be submitted at earliest of the following month to AIESL authorized officials for due certification by AIESL's FINANCE Unit, NEC, Mumbai, or officers authorized by AIESL and forwarded to finance department AIESL for processing payment.
- b. AIESL shall make a payment every month by an account payee cheque/ECS within 45 days for MSME and 60 days for others of the submission of bills for the undisputed amount.
- c. TDS shall be deducted by AIESL from the payment made against the bills, as per the applicable laws. The Tax deduction at source (TDS) shall be deducted as per the provisions of Income Tax Law, as amended from time to time and a certificateto this effect shall be provided to the service provider by AIESL.
- d. Any delay in submission of the bills along with requisite documents shall cause a delay in clearing the payments.



e. In the event, payment of Royalty being applicable during the tenure of contract, the same shall be paid by the tenderer to MIAL/any other relevant authority, the same shall be reimbursed to the tenderer as per applicable rules and amended from time to time.

## 2. <u>Penalty/Damages:</u>

The successful Tenderer shall be liable to pay to AIESL, genuine pre-estimate of loss as damages in case the successful Tenderer fails to adhere to the Tender work scope and performs its obligations under the Contract with deficiency and/or shortcomings as mentioned below:

- a. A further cost calculated (assessed by the company) shall be levied in respect of damages caused due to reasons of negligence and carelessness on part of the personnel deployed by the Service Provider.
- b. The cost incurred by the company in the event of availing alternative arrangements, in case the service provider is not able to provide the services as specified in this tender document, shall be recovered from the service provider in full.
- c. In case any of the equipment deployed is found unserviceable for whatsoever reason a penalty of Rs.500/ per equipment per day shall be levied till the equipment is made serviceable.
- d. Contract Administration Unit of AIESL will receive duly certified Monthly Performance Reports as given in the Annexure J from various stakeholders and certify the invoice based on the satisfactory performance. In case there are overall 10% or more unsatisfactory monthly performance reports, AIESL shall impose a penalty of 10% of the invoice amount for that particular month.

In case the penalty is imposed due to the repetition of unsatisfactory performance/ services for more than 3 times, AIESL reserves the right to terminate the contract by giving a notice period of three months and disallow the service provider to participate in future tenders.

During the notice period, if the performance improves, then the notice period may be relaxed or waived off by competent authority.

## 3. <u>Recovery of Sum Due:</u>

- a. As per the contract entered between AIESL and the successful Tenderer, if any sum of money is recoverable from the successful Tenderer, AIESL shall be entitled to recover such sum by appropriating in part or full from the Security Deposit already deposited by the successful Tenderer or from their outstanding bills.
- b. In the event of the Security Deposit being insufficient, the balance or the total amount recoverable, as the case may be, shall be deducted from any sum due to the successful Tenderer, under this, or any other contract between the successful Tenderer and AIESL. Also, shall this amount be insufficient to cover the said full amount



recoverable, the successful Tenderer shall pay to AIESL the balance amount, if any, within 30 days of the demand made by AIESL.

- c. If any amount due to the successful Tenderer is so set off against the said Security Deposit, the successful Tenderer shall have to make good the said amount so set off to bring the Security Deposit to the original value immediately, and in any event, no later than 10 days of the depletion of the original value.
- d. AIESL reserves the right to recover from the successful Tenderer's periodical payments, for any loss or damage caused to plant/equipment/machinery/building or any other property of AIESL by negligence or due to any other reason of successful Tenderer's employees, whatsoever.

## 14. Termination of Agreement: -

- a. AIESL may at any time terminate the Contract with immediate effect by giving written notice to the successful Tenderer, if the successful Tenderer becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to AIESL.
- b. The Contract can be terminated with three months prior notice by both the parties at any time during the term of the Contract without assigning any reasons and liability on either side subject to the continuity of the contract during the notice period without compromising the service to AIESL and payment as due to the Service Provider as governed by the terms and conditions of the Tender.
- c. In case of failure of the successful Tenderer to carry out the services to the satisfaction/ requirement/ standards of AIESL, AIESL shall be free to get the services by some other Agency/ Party at its sole discretion at the risk and cost of the terminated vendor.
- d. In case the penalty is imposed due to the repetition of unsatisfactory performance/ services for more than 3 times, AIESL reserves the right to terminate the contract by giving a notice period of three months and disallow the service provider to participate in future tenders.
- e. In case of breach of contract by the successful Tenderer, AIESL shall have a right to rescind the contract at any time without assigning any reasons & without any liability to AIESL. AIESL also reserves the right to claim from the successful Tenderer for any loss sustained due to the unsatisfactory performance of the contract.
- f. If the Successful Tenderer adopts any fraudulent practices at any time during the currency of the contract as outlined in clause 36 (b) of Annexure B.

## 15. Interpretation:

In the event of any difference in the interpretation of any of the clauses of the Service Contract/Agreement and/or the Tender documents, the clarification given by General Manager–E, AIESL, Mumbai, shall be final and binding.



## 16. <u>Subcontracting:</u>

Subcontracting/Franchising in any form is strictly prohibited. In case, it is found that the Tenderer has resorted to subcontracting/franchising in any form, the AIESL reserves the right to terminate the contract, forfeit the security deposit or invoke bank guarantee & initiate legal action at the cost & risk of the Tenderer.

In case of failure to carry out the job to the satisfaction of GM (Engg)-Maintenance, AIESL, or his nominee, AIESL will be free to get the job done by others at the cost and risk of the Tenderer.

#### 17. Arbitration:

**Level 1:** Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Service Agreement or validity or the breach thereof, shall be referred to GM (Engg.) Maintenance, AIESL, WR.

**Level 2:** Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Service Agreement or validity or the breach thereof, shall be referred to "SCOPE FORUM OF CONCILIATION AND ARBITRATION –GOVT OF INDIA" and the award made in pursuance thereof shall be binding on the parties to the arbitration.

The venue of arbitration shall be at Mumbai, India and it shall be referred to a bench of three arbitrators. Each of the Party to the Contract shall select one arbitrator each and the Panel of Scope Forum of Conciliation and Arbitration shall select the third arbitrator who shall act as Chairman / Presiding arbitrator of the Arbitral Tribunal.

The arbitration proceedings shall be carried out in English and the award of the Arbitral Tribunal shall be final & binding on the Parties.

## 18. Jurisdiction:

The construction, interpretation, validity, and performance of this Contract/Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between AI Engineering Services Limited and Tenderer whatsoever shall be subject to the exclusive jurisdiction of Mumbai Courts only.

# 19. Force majeure:

Neither Party shall be liable for delay in performing obligations or for failure to perform obligations if the delay results from any of the following (whether happening in India or elsewhere), Act of God or any Governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion. The Party shall use all reasonable endeavors to minimize any such delay. Upon cessation of the event giving rise to the delay, the parties shall in so far as may be practicable under the circumstance, complete performance of their respective obligations hereunder.



Annexure D

# Work-scope and service requirement for Housekeeping and Trestle Cleaning Services for AIESL, WR, Gr. A

- I. Details of Area:
- West Hanger Area = 9,594.66 Sq. m.
- East Hanger Area = 12,623.45 Sq. m.
- A. Building area (All Offices & shops)
  - 1. Central Ancillary building (Ground + 2) = 15,496.05 Sq. m.
  - 2. West Side offices area (Ground + 1) = 2,330.90 Sq. m.

(Ground + 3) = 4,379.44 Sq. m.

- 3. East side offices area (Ground + 1) = 1,724.88 Sq. m. (Ground + 3) = 6,357.52 Sq. m.
- B. New Engineering Facility Building = 1,078.69 Sq. m.
- C. Security Building area (G+1) = 314.44Sq. m.

#### NOTE:

Unit - Meter = m.
 Square meter = Sq. m.
 1 Square meter = 10.76 Square Foot

Total area at NEC, GROUP-A, Vileparle premise Facilityincluding Hangars (EAST &WEST) including Annexure Building, Engine overhaul facility, All Shops, All Offices, EF&PM Building, MEDICAL, SECURITY, MMD, Warehouses/Stores Located at New Engineering Complex, substations, parkinglots and any other building in the facility & Trestle equipment at NEC. Proposed area to clean should be +/- 25% of estimated overall area to be included.

\* For all the above, following activities are common:



# II. Details of Activities common for all the areas given in Annexure D, Clause I

SN	Description	Frequency of cleaning
1	Sweeping & mopping of shop, floor, Pantry/ Canteen area, rest rooms, training room, Workshops, Conference rooms, etc.	Daily
2	Dusting of Door/Window curtains	Fortnightly
3	Cleaning/wiping the venetian blinds, air-conditioner front panels	Daily
4	Wet Mopping of Cabin Glass partition	Fortnightly
5	Sweeping of Roads/Lane, adjacent to building/ Hangar/ Offices	Daily
6	Wet mopping floor areas in hangar (open area) with disinfectant like Phenol or lizol or equivalent using mechanized equipment.	Daily
7	Dusting of working tables & Chairs, Cupboard, Furniture, PC, printers, doors, glass panes, window panes, partitions crevice	Daily
8	Removing of cob webs from ceiling, wall area, fans, lights	Fortnightly
9	Dusting of window panes, ceiling, photo frames, pantry area, office equipment, fans, tube-light	Weekly
10	Sweeping and wet mopping of Common Passage area, Corridor, Staircase, Hand railing, Lifts (Cargo & Staff)	Daily
11	Cleaning of dustbins	Daily
12	Garbage collection	Daily
13	Garbage disposal out of premises of AIESL	Daily
14	Flushing toilets, urinal area and all drain for flow of urine with water mixed with disinfectant	Twice daily
15	Placement of aroma cake/naphthalene balls in urinal, room freshener in toilet	As required
16	Cleaning of washbasins, bathrooms and WC	Twice daily
17	Mopping in urinal and WC areas	Twice daily
18	Placement of liquid soap near washbasin	As required
19	Spraying room freshener in all cabins/rooms	Daily
20	De-clogging all drains/ removing all chokes for free flow of water urine, etc.	As required

Note: In order to utilise the manpower effectively, cleaning of areas whose frequency is 'Daily', can be staggered. Half of the areas can be cleaned in the first half of the day. After cleaning those areas, the manpower may be deployed in the remaining areas in the second half of the day.

\* The Materials & Equipment, required or housekeeping activities given above shall be provided/ procured by the successful tenderer at his cost and all such cleaning agents used should of good quality, be non-toxic and non-pollutant in nature. To maintain the quality, the quality of the product used for cleaning should be of Diversey Company or its equivalent quality product.



#### A. Housekeeping Equipment

1	High Speed Burnishers
2	Driving type sweeping machine
3	Manual Sweeping machine
4	Battery Type Sweeping machine
5	Road Sweepers
6	Floor Cleaning machines with 20"
0	scrubbers
7	Ride on Scrubber Dryer
8	Industrial wet & Dry Vacuum Cleaners
9	Back pack Vacuum Cleaners
10	Sofa Maintainer
11	Glass Cleaning kit
12	Dust Mop
13	Dustpan with brush
14	Putty blade

15	Clip dust pan
16	Plastic Buckets
17	Plastic Mugs 1.5 <i>l</i>
18	Dustbins (Medium & large)
19	Pedal Dustbins
20	Garbage bag (as per requirement)
21	Cleaning tools trolley
1	

# **B.** Housekeeping Consumables

SN	Description
1	Cloth Checks - (16 X 25") Blue / Red
2	Cloth Glass - (19" X 19") Blue / Red
3	Cloth Mopping (Big) - (24 X 24")
4	Cloth Yellow (16 X 19")
5	Wet Mop Refill 6" Superior - 400gms
6	Cobweb Brush
7	Key Board Cleaning Brush
8	Feather Brush
9	Wet Mop System With Refill - 6" -Pinza
9	Туре
10	Dry Mop Set - Blue Acrylic
11	Dry Mop Refill - Blue Acrylic
12	Paint Brush
13	Carpet cleaning Nylon Brush Soft
14	Carpet cleaning Nylon Brush Hard
15	Toilet Cleaning Brush /Hand Brush
16	W. C. Brush With Stand
17	Plastic Dust pan – Big
18	Rubber Hand Gloves / Pair Blue
19	Rubber Hand Gloves / Pair Orange
20	Face Mask – Cloth
21	Safety goggles
22	Plunger – Big
23	Scrubbing Floor Pads Green
24	Soft Brooms (Superior - Thick )

25	
23	Hard Brooms
26	White sponge
27	Taski spray bottle (taski)
28	Only nozzle of spray bottle(taski)
29	Kitchen wiper
30	Plastic Floor Wiper(with handle)
31	Toilet brush hard 18"
32	Tooth Brush
33	Gumboots
34	Sawdust
35	Floor cleaning pads
36	Diamond pads
37.	Stainless steel polishing pad
38.	Glass Wiper
39.	Kharata
40.	Mop Holder
41.	Cube bathroom
42.	Dust mat
43.	Caution Board
44.	Toilet roll
45.	Tissue paper
46.	Micro fiber refill
47.	Round Mop
48.	Scotch Brite
49.	Tissue for dispenser



# C. Housekeeping Chemicals

SN	Chemical
1	Germicidal cleaner must be an approved
1	hydrogen peroxide based disinfectant
2	Floor Cleaning Solution
3	Toilet sanitary balls
4	Phenol / lizol
5	Liquid soap (hand wash) for dispenser
6	Naphthalene Balls
7	Toilet deodorizer blocks
8	Approved floor cleaner and sealers

9	Carpet shampoo like Taski TR 101 /Tapi Shampoo C2c
10	Vinegar
11	Glass cleaner like Taski / Diversey R3
12	Furniture polish like Taski / Diversey R4
13	Air Freshener / Room Freshener like Taski / Diversey R5
14	Toilet bowl cleaner like Taski / Diversey R6 / TLC



#### Annexure E

#### Tenderers are to submit this form duly completed & signed in a sealed envelope superscribed 'Technical Bid- Part A: Tender No.: EB/GM/I-33/80 dated 01-06-2023. Technical Bid Form - Part A

1	Tender for Housekeeping and Trestles Cleaning Services at Mumbai NEC.			
	Name of the Company/Establishment			
	Full Address of Registered Office			
	Telephone No./Mobile No.			
	Email id			
	Fax No.			
7	Name of Contact Person			
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		If Yes, give details	
		/No	Number	Date of Issue
	Company Incorporation Certificate/ Establishment certificate			
	PF Registration certificate in the name of the bidder			
	ESI Registration certificate in the name of the bidder			
	PAN NO.			
E	GST Registration No.			
F	Existing Valid License(Under Contract Labour(Regulation &			
	Abolition) Act 1970 showing up-to-date renewal.(only two)	-		
G	NSIC/SSI(under its Single Point Registration Scheme)/			
TT	UdyogAadhar/ MSME/ Startup			
Η	Registration with other Agencies, if any	+		
10a	Two years' experience in Housekeeping Services(as on the date of tender reopening)			
	Copy of Contracts in support, duly certified by hiring company/self-attested enclosed			
11	Availability of Housekeeping equipment with the tenderer. Please provide a list of equipment.			
12	Total number of Housekeeping personnel currently deployed in Mumbai.			
13	Invoice submitted to the existing client for Housekeeping services for the month of March/April-2023			
14	ESI remittance challan for the month March/April-2023 for deployed persons of the same client under the seventeen digit code			
15	PF remittance challan for the month March/April-2023 for deployed persons of the same client			



16	Auditor certificate for annual turnover for the year 2020-21 and 2021-22 along with separate mention of services rendered by the bidder turnover from Housekeeping Services	
17	IT returns for Assessment year 2020-21 and 2021-22	
18	Balance Sheet and P/L account for financial year 2020-21 and 2021-22	
19	Has any Director/Partner/Proprietor been convicted any time by court of law?	
20	Has your company been Blacklisted/debarred/banned/disqualified for any reasons whatsoever by your clients anywhere in India?	
21	Company Profile	

#### 22. Earnest Money Deposit Details:

Amount	Name of the Bank	Demand Draft No. &Date
EMD Rs. 2,00,000		

#### If claimed exemption under MSME/ SSI please provide the particulars

Exemption claimed as MSME/ SSI/ NSIC/ PSU/ UdyogAadhar/ startup	Services for which it is registered.	Certificate No	Validity date	Amount approvedas per certificate

23. Details of Housekeeping services undertaken during last 2 years(A separate sheet may be enclosed for these details together with a copy of contract)

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



24. Check sheet: Following documents must be attached with Technical Bid <u>duly numbered</u> in the following order and mention page numbers in the table and preferably bound/filed.

	<u>Y</u>	Yes	No	Pg.No.
1 EMD₹2,00,000/-(DD/Payorder)				
2 Technical Bid format Annexure E duly typed w	vith particulars on			
company letterhead.				
3Self-Attested copies of:-				
A) Company Incorporation Certificate/Establis	shment certificate			
B) PF Registration certificate				
C) ESI Registration certificate with the sevent letter	een digit code allotment			
D) PAN NO.				
E) GST Registration No.				
F) Existing Valid License (Under Contract La Abolition) Act 1970 showing up-to-date re	newal. (ONLY TWO)			
G) NSIC/MSME / UdyogAdhar/ startup certif	ïcate			
H) Registration with other Agencies ,if any				
I) Experience and past performance on simila (as on the date of tender opening)				
J) Copy of Contracts in support of Housekeep by hiring company / self-attested enclosed	bing services duly certified			
K) Capabilities with respect to equipment and (Availability of cleaning equipment with th a list of equipment)				
L) Capabilities with respect to personnel (Tota personnel currently deployed in Mumbai.)	al number of Housekeeping			
M) Invoice submitted to the existing client for the month of March-2023	Housekeeping services for			
N) ESI remittance challan for the month Marc persons of the same client	h -2023 for deployed			
O) PF remittance challan for the month March persons of the same client	-2023 for deployed			
<ul> <li>Auditor certificate for annual turnover for the 2021-22 along with separate mention of turnover housekeeping services rendered by the bid</li> </ul>	rnover from			
Q) IT returns for Assessment year 2020-21 and				
R) Balance Sheet and P/L account for financia and 2021-22	al year 2020-21		_	
S) Assignment /deployment letter copy norma personnel.	ally given to the deployed			
T) Letter of authorisation for signing the bid d director/ proprietor	locument issued by the			
U) Company profile				
V) Tender document excluding Annexure H	duly signed and stamped			



**Undertakings:** (To be agreed and signed by the tenderer)

- 1) It is confirmed that if the LOI is awarded by AIESL to us, tenderer shall obtain
- 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 (i.e. Goods and Service Tax / Work Contract Act/Provident Fund Act/ Establishment Act/ ESI Act /IncomeTaxAct/Import etc.) shall be produced for verification/checking of AIESL or to third party authorized by AIESL / Law abiding agencies of Govt. of India.
- 3) It is agreed that the requisite work as per enclosed work scope would be completed to the satisfaction of AI Engineering Services Ltd within scheduled time.
- 4) It is agreed that the spot surprise checks could be conducted by AIESL/third party authorized by AIESL, anytime and short comings are to be penalized.
  - I have carefully gone through and have understood and hereby agree to abide by all the General Terms & Conditions, Scope of Work 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 materialist concealed.
  - All the pages of the Technical Bid (Annexure E) i.e. Page 29 to Page 31 are signed and any overwriting has also been duly signed

I am submitting a soft of copy of all scanned documents & enclosures of technical bid only (excluding Annexure H) marked Tech Bid pen drive.

Date: Place: Signature: Name: Designation: Co. Name & Seal:



Annexure F

it

having.

## INDEMNITY BOND

THIS INDEMNITY BOND is executed on this _	Day of	2023,
by	-	

Registered Office at \_\_\_\_\_\_ herein after 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. AIESL, a Company hereinafter referred to as "AIESL" incorporated in New Delhi under Companies Act, 2013 having, it's 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 Housekeeping to AIESL at NEC, Mumbai (Airbus Group) Factory premises.

- 1. In terms of Clause 10 in Annexure C of the terms and conditions specified in the Tender Document EB/GM/I-33/80 dated 01-06-2023.the Service Provider agrees to undertake to keep AIESL indemnified against any claims/ cost/ damages and penalties in respect of breach of any Labour Laws both Central and State.
- 2. We hereby undertake to fulfill all the terms and conditions specified herewith with regard to labour compliance under all applicable laws.
  - a. We shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to his employees. The Tenderer shall duly comply with all Central and State Acts, laws, statutory rules, regulations, bye-laws as applicable, or which might be applicable to the Service Provider/Tenderer.
  - b. We shall at all times indemnify and keep indemnified the Company against any/all claims under the Workmen's Compensation Act; Payment of Wages Act, Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory amendments/modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury/ death sustained by any worker or other personnel of the Tenderer or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made thereunder, by any person whether in the employment of the Tenderer 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 the part of the Tenderer to obtain such licenses and permission. The successful tenderer shall furnish an Indemnity Bond as per format attached on a separate non-judicial stamp paper of Rs. 200/- duly notarized along with the agreement after LOI is issued. Copy of the Indemnity Bond to be furnished is attached as Annexure F.



# d. Compliance under provisions of Contract labour (R&A) Act 1970:

- i. We shall undertake to comply with the applicable provision of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Tenderer shall further observe and comply with all Government Laws concerning employment of staff employed by the Tenderer 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 the Tenderer is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of Law.
- ii. 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 becomes liable to assume any liability towards the workforce engaged by the Tenderer. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable in Toto. It is mandatory on part of the Tenderer must ensure that within One Month from the date of acceptance of LOI (letter of intent), they shall obtain Form-V from AI Engineering Services Ltd and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority.
- iii. 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, the Service Provider shall obtain a letter from the concerned Labour authorities confirming the same.
- iv. We/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, Goods, and Service Tax, as considered necessary. The Tenderer shall possess a valid license for the jobs being carried out. The said licenses and permission issued by statutory authorities shall be renewed from time to time and kept valid during the currency of the contract.
- e. Compliance under provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948:
  - i. We/our Company/Organization shall ensure that their 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 are covered under these Acts.
  - ii. In case, while on duty and during the course of engagement in the work premises of the AIESL under this Agreement, 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.



## f. Compliance under provisions of other relevant applicable acts:

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

## g. Personnel related compliance:

- i. We/our Company/Organization shall not engage any workmen below the age of 18 years. We/our Company/Organization shall produce age proof in respect of the workmen deployed by us.
- ii. It is confirmed that we/our Company/Organization shall be the only employer in respect of the personnel deployed by us and AIESL shall not be held partially or fully responsible for any dispute that may arise between us and our Personnel.
- iii. 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.
- iv. 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.
  - h. We/our Company/Organisation 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 the my/our Security deposit /outstanding bills.
  - i. It shall be our sole responsibility to settle disputes if any, rising, between ourselves and the personnel engaged by us. The Management of AIESL shall not be in any way be responsible, in the event, the personnel engaged by us/our Company/Organisation, approach the competent authority, under any Labour Act or the Court. The entire expenses in this behalf shall be borne by us/our Company / Organisation. If we fail to comply with mandatory requirements under all the applicable Acts/Laws, we shall alone be responsible for all action initiated by the Enforcing Agencies of the Government & others, including penalties imposed thereon and AIL shall have no obligation towards such action taken by the said Enforcement Agencies.



- 3. In terms of Clause 10 in Annexure C of the terms and conditions specified in the Tender Document, we/our Company/Organization agrees to be responsible for ensuring the compliance of Labour Laws both Central and State especially, but not limited to Employees State Insurance Act, 1948 and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961 and Bombay Labour Welfare Fund Act, 1953 as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any other provisions of Labour Laws and shall indemnify AIESL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of Laws in force.
- 4. It is further agreed that we/our Company/Organization shall 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 AIESL and/or any other third party including Government Agencies/Authorities.
- 5. All payments shall be made to the workmen deployed by us/our Company/Organization on a monthly basis. Attendance register incorporating all details of attendance in respect of the workmen deployed by us will be maintained. We/our Company/Organization shall ensure that the disbursement of wages to the persons deployed / engaged by us shall be made on or before the 10<sup>th</sup> of each month. Payments will be made each month in the presence of a nominated representative of the Management of the AIESL. 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.
- 6. We/our Company/Organization shall strictly ensure that Minimum Wages as stipulated by the appropriate Government is paid each month to the workmen deployed by us. We/our Company/Organization shall issue salary slips to each of the workmen engaged by us every month in respect of the wages paid. We/our Company/Organization shall ensure that the workmen deployed by us are granted a paid weekly off. This shall be a mandatory compliance.
- 7. 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 AIESL against any claim/s and liabilities arising out of the contract during the validity of the contract.
- 8. 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 AIESL from time to time. We/our Company/Organization also undertakes to produce the relevant documents in respect of the various returns and the payments made during the tenure of the contract in respect of the workmen engaged by us before any third party, Government Agency/Authority. We/our Company/Organization also confirms that we shall maintain all records relevant to the record of



ESI/PF deductions/deposits made and shall produce the same before the AIESL as and when required and/or required by any third party, Government Agency/Authority.

- 9. We/our Company/Organization hereby indemnifies and agrees to keep the AIESL indemnified, during the period of the contract and even thereafter, to make good any losses, payments, penalties incurred by the AIESL on account of non-compliance of whatsoever nature on our part in the matter of all applicable legislations with regard to his employees deployed on contract awarded to them by the AIESL.
- 10. We/our Company/Organization hereby indemnify/indemnifies and agree to keep the AIESL indemnified, against any clause elsewhere as referred to in this tender document No. EB/GM/I-33/80 dated 01-06-2023 which specifies so.

Signed, Sealed & Delivered

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

Through their Director/Proprietor/Representative

Witness:

1.

2

Date:



### ANNEXURE G

# **UNDERTAKING**

I,\_\_\_\_\_\_son of\_\_\_\_\_proprietor / partner / Directorof , do hereby declare & undertake as under: 1. That in the capacity of independent contractor by AI Engineering Services Ltd.I have complied with the provision of Contract Labour (Regulation & Abolition) Act. 1970 in holding a valid license under the Act & the Rules thereto. I have timely paid the wages for the month of to all my employees as per provision of payment of Wages Act. & no dues are payable to any employee. 2. That I have covered all the eligible employees under employees under employees provident Fund & Miscellaneous Provisions Act & the Employees' State Insurance Act & deposited the contribution under our code no and code no.\_\_\_\_\_respectively for the month of \_\_\_\_\_ on / before scheduled date as per provision of the Act and as such no amount whatsoever is payable. 3. I further declare and undertake that I have complied with all other statutory liabilities as applicable for the time being in force. 4. I further declare & undertake that in case any liability pertaining to my employees is to be discharged, I undertake to re-imbrues the same or AIESL is authorized to deduct the same from my dues as payable. 5. Certified copies of following documents are enclosed. a. ESI Online remittance Challan for the month of \_\_\_\_\_\_ b. P/F Online remittance Challan for the month of \_\_\_\_\_\_ c. List of workers engaged for AIESL for the month of \_\_\_\_\_\_ d. Muster Roll for the month of

- e. Wage Register.

CONTRACTOR'S SIGNATURE & STAMP



Annexure H

# "Price Bid – Part-B (To be put in separate envelop)

Bidders are to be submit this form duly completed & signed in a sealed envelope superscribed "Price Bid – Part-B: Tender No.: EB/GM/I-33/80 dated 01-06-2023.

To,

The Convener, Tender Committee for Housekeeping Services, NEC, Vileparle (East), Airbus Group, Mumbai.

1.	Name of the Contract	Tender for Housekeeping Services at Mumbai
2.	Name of the Company / Establishment	
3.	Address	
4.	Telephone No.	Landline: Mob. No:
5.	Name of Contact Person:	
6.	E-mail address	

## **Requirement of housekeeping**

SN	Particulars	All inclusive rate per month (excluding GST / TAXES / ROYALTY)	
1	Carrying out the Housekeeping services work as perthe scope of work/ requirement shown in Annexure D by deploying appropriate manpower and equipment including	(in figures and in words) Rsper month (Rupees	
		per month)	
	Carrying out the Trestles Cleaning work as perthe	(in figures and in words)	
2	scope of work/ requirement shown in Annexure D by deploying appropriate manpower and equipment including	Rsper month	
		(Rupees	
	including	per month)	
Total		Rsper month	

Note:



- A: In the event of tie between bidders, following procedure shall be adopted for the award of contract to eliminate the parties in the following precedence order
- 1. Weightage will be given towards solvency/ auditor certificate (as mentionedabove) for value mentioned. The higher the value, higher the weightage.
- 2. The relevant experience in the field of providing the Housekeeping Services. The higher the experience higher the weightage.
- B: Bids submitted by any party wherein the Administrative charges and monthly charges are indicated as "Zero. i.e., wherein no value has been indicated for the services provided, such bids shall stand rejected out rightly.

### **Undertaking:**

- I have carefully gone through and have understood the General Terms & Conditions, Scope of Work of the Tender and agree to accept the same.
- The Price bid shall be valid for 120 days from the date of opening of Technical Bid Part A.
- 3. I hereby confirm that I am authorized to sign the Tender document.
- 4. All the pages of the Price Bid (Annexure) i.e. are to be signed including anyoverwriting.
- 5. Certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable. The above rate is exclusive of GST or any other tax payable to the Government.

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

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

Place:

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

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

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



## Annexure I

Service Level Ag	reement (SLA)		
For			
AI Engineering Se	ervices LimitedBy		
M/s			
Effective Date:	xx/xx /2023		

Document Owner : AI Engineering Services Limited

### Version

Version	Date	Description
1.0		Service Level Agreement

### Approval

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

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

### **Agreement Overview**

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

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

This Agreement outlines the parameters of all housekeeping 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 housekeeping services and support to the AI Engineering Services Limited by the Service Provider.

The objectives of this Agreement are to:

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

### 2. Stakeholders

The following Service Provider and AI Engineering Services Limited shall be used as the basis of the Agreement and represent the primary stakeholders associated With this SLA: M/s. . . ("Service Provider")

AI Engineering Services Limited ("Customer")

# 3. Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid for two 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 (Engg.), AI Engineering Services Ltd, or hisnominee. Review Period: Every Quarter

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



## 4. Service Agreement

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

4.1. Service Scope

The following Services are covered by this Agreement:

- 4.2. Work scope outlined the Tender document: EB/GM/I-33/80 dated 01-06-2023 Customer Requirements, Customer responsibilities and/or requirements in support of this Agreement include:
  - Certification of the task performed as assigned to the service personnel from time to time.
  - Certification of the bills by the designated official, the list shall be • provided after 15 days from the commencement date of the contract; in case of any change of designated official, the same shall be intimated in writing to the service provider.
  - Payment for all support costs at the agreed interval. •
  - Reasonable availability of designated supervisor of the service • provider when resolving a service-related incident or request.

#### 4.3. Service Provider Requirements

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

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

#### 4.4. Service Assumptions

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

- Changes to services shall be communicated and documented to all Stakeholders in the addresses indicated below.
- GM (Engg.), AI Engineering Services Limited, NEC, Bamanwada, cigarette factory, vileparle East Mumbai 400099;
- Proprietor, (of the Service Provider): Mr.
- M/s \_\_\_\_\_ Email: \_\_\_\_\_
- 4.5 Any other matter which is required to assess the Service Provider's performance.



## 5. Service Management

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

## 5.1. General Service Requirements

- 1) Allocation: The allocation of service shall be advised by AI Engineering Services Ltd (AIESL) specifying the location and numbers required.
- 2) **Reviews:** Periodical review meetings shall be held between the company & the service provider to review the quality & quantum of service provided by the service provider & shall discuss any modifications if required.
- 3) **Service Performance:** The decision of AI Engineering Services Ltd., or any officer authorized by AIESL, shall be final with regard to the satisfactory performance of the services and any matter arising there from shall be binding on the service provider.
- 4) **Audits:** GM (Engg.)/his representative shall audit the capability of the service provider, before the commencement of the 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 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) **Workforce:** The service provider shall deploy well behaved /skillful employees/workforce of unblemished character and with duly verified antecedents.
- 7) Workforce Details & Verification: The service provider shall furnish to the company in writing the name, parentage, residential address, educational & technical qualifications, specimen signatures, fingerprints 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.



8) **Uniform &Accessories:** All employees of the Service Provider shall report for duty in proper and suitable attire. 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. The supervisor of the service provider shall be solely responsible in this regard. In this regard, the officials of AIESL, GM (Engg.)/ His representative.
- 2) Work- Area: The service provider shall ensure that none of their employees/ workforce entering the areas of Hangars, Shops, Plants located at NEC and Outstations under Western Region as per indicative list and amended from time to time as per company policy for which they are not specifically designated, as per the duty roster and any violation thereof, shall render the concerned individual to forfeiture of his Entry permit besides imposition of penalty as may be decided by the designated authority officials. In case anything unusual or any abnormal is observed by the staff of the Service Provider that belongs to the Company/Management of AIESL, the same shall be immediately informed & handed-over to AIESL authorized staff.
- 3) **Items in Office:** In case of missing 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 various 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 behavior 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 the 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 a 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.



- 9) Any default on part personnel deployed by the Service Provider in terms of attendance, behavior and non-performance shall be recorded in a logbook.
- 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 the 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 the 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 Annexure B, C, D, F of the contract against Tender Ref. No. EB/GM/I-33/80 dated 01-06-2023.

Signed on\_\_\_\_\_at \_\_\_\_\_

AI Engineering Services Limited Customer M/S\_\_\_\_

Service Provider

Service Level Agreement (SLA)

Successful Bidder is required to sign SLA with AIESL for housekeeping and Trestles Cleaning Services.



### Annexure J

M/S .....

### MONTHLY PERFORMANCE REPORT ON

### HOUSEKEEPING AND TRESTLES CLEANING SERVICES

### FOR THE MONTH OF \_\_\_\_\_

Division –

Date \_\_\_\_\_.

SN	Description	Frequency of cleaning	Satisfactory
1	Sweeping & mopping of shop, floor, Pantry/ Canteen area, restrooms, training room, Workshops, Conference rooms, etc.	Daily	Yes/ No
2	Dusting of Door/Window curtains	Fortnightly	Yes/ No
3	Cleaning/wiping the venetian blinds, air-conditioner front panels	Daily	Yes/ No
4	Wet Mopping of Cabin Glass partition	Fortnightly	Yes/ No
5	Sweeping of Roads/Lane, adjacent to building/ Hangar/ Offices	Daily	Yes/ No
6	Wet mopping floor areas in a hangar (open area) with a disinfectant like phenol or lizol or equivalent using mechanized equipment.	Daily	Yes/ No
7	Dusting of working tables & Chairs, Cupboard, Furniture, PC, printers, doors, glass panes, window panes, partitions crevice	Daily	Yes/ No
8	Removing of cobwebs from the ceiling, wall area, fans, lights	Fortnightly	Yes/ No
9	Dusting of window panes, ceiling, photo frames, pantry area, office equipment, fans, tube-light	Weekly	Yes/ No
10	Sweeping and wet mopping of Common Passage area, Corridor, Staircase, Hand railing, Lifts (Cargo & Staff)	Daily	Yes/ No
11	Cleaning of dustbins	Daily	Yes/ No
12	Garbage collection & Disposal	Daily	Yes/ No
13	Flushing toilets, urinal area and all drain for the flow of urine with water mixed with disinfectant	Twicedaily	Yes/ No
14	Placement of aroma cake/naphthalene balls in the urinal, room freshener in the toilet	Periodically	Yes/ No
15	Cleaning of washbasins	Twicedaily	Yes/ No
16	Spraying room freshener in all cabins/rooms	Daily	Yes/ No
17	De-clogging all drains/ removing all chokes for a free flow of water urine, etc.	As required	Yes/ No

Overall observation - <u>Satisfactory / Un-satisfactory</u>

Remark \_\_\_\_\_

Date \_\_\_\_\_

Signature

Service Provider Supervisor

Seal and Signature



M/S .....

# MONTHLY SUMMARY REPORT

### PERFORMANCE REPORT ON

### HOUSEKEEPING AND TRESTLES CLEANING SERVICES

### FOR THE MONTH OF\_\_\_\_\_

Division –

Date \_\_\_\_\_

SN	Name of the Division	Satisfactory	Unsatisfactory
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			

Percentage of un-satisfactory reports -

In order to pay \_\_\_\_\_

Signature and stamp -----