

AI ENGINEERING SERVICES LIMITED MRO COMPLEX, NEAR GATE NO. 3, RGI AIRPORT, SHAMSHABAD, HYDERABAD-500108, TEL.NO: 23477516/523

Tender No: HYE/AIESL/STAFF-TPT/2023/240

Date: 04.03.2023

Subject: Tender for Award of Rate Contract for providing Staff Transportation Services at AI Engineering Services Limited, RGI Airport, Shamshabad, Hyderabad.

AI Engineering Services Limited (AIESL), Hyderabad invites sealed tenders from Recognized/ licensed and registered vendors with 2 years' experience as on **01.03.2023** to enter into rate contract for providing Staff Transportation Services at AI Engineering Services Limited, MRO Complex, Near Gate No.3, RGI Airport, Shamshabad, Hyderabad - 500108.

The Contract will be for a period of **Two years and can be extended by One more year**, if required, on the same rates, terms and conditions. The tender is invited under Two Bid Systems (i.e. Technical Bid and Commercial Bid/Financial Bid/Price Bid).**Tender Form can be downloaded**, on free of cost, from our website <u>www.aiesl.in</u> Please keep referring the Tender on website till due date 24.03.2023 for any changes, amendments and modification to the tender.

Bids should be submitted in the Tender box kept at the following address:

HR Dept.,1st Floor, AI Engineering Services Limited, MRO Complex, Near Gate No: 3, RGI Airport, Shamshabad, Hyderabad-500108 Phone No. 040-23477516/523

INDEX LIST OF ANNEXURE

Tender No: HYE/AIESL/STAFF-TPT/2023/240

Date: 04.03.2023

Sl. No.	DESCRIPTION	ANNEXURE	PAGE NO.
1.	Eligibility Criteria, Submission of Bids, Important Dates	· .	2 –3
2.	Rejection of Bid and Submission of Documents	8	4 – 5
3.	Payment Terms, Penalties, Specific Terms and Conditions		5 - 8
4.	Compliance of Safety and Security Regulations	14	8 - 9
5.	Personnel to be deployed by Service Provider		9
6.	GST Registration and Compliance		10
7.	General Terms and Conditions		10 - 17
8.	Documents to be Submitted to HR/Welfare	72	18
9.	Scope of Works	I	19 – 24
10.	Technical Bid	II	25 - 26
11.	Price Bid	III	27 - 28
12.	Check List	IV	29
13.	Covering Letter for Bid submission	V	
14.	Undertaking From Bidder	VI	31
15.	Letter of Authorization for Bid Opening	VII	32
16.	Bid Security Declaration Form	VIII	33
17.	Indemnity Bond Page	IX	34 - 35
18.	Vehicle Details	X	36

For clarifications, if any, you may contact Shri. BSSN Rao, Asst. Manager - Pers.

Tel. No. 040-23477516/523, Email id - <u>aieslhr.sr@aiesl.in</u>

Last date and time for submission of Tender: 24.03.2023 by 1400 hrs.

General Manager-Engineering

महा प्रबंधक (इंजी.)/General Manager (Engg.) एकाई इंजीवियरी अधिकेस लिमिलेड Al Engineering Services Limited एम.आर.ओ. कॉन्प्लेयस आर जी आई एयरपोर्ट MRO Complex, RGI ALRPORT जेट स. 3, के पाल/Near Gate No.3, शनशाबाद/ Shamshabad हेदराजाद/Hyderabad-500 PageTrof36 T.S



AI ENGINEERING SERVICES LIMITED MRO COMPLEX, NEAR GATE NO. 3, RGI AIRPORT, SHAMSHABAD, HYDERABAD-500108, TEL.NO: 23477516/523

Tender No: HYE/AIESL/STAFF-TPT/2023/240

Date: 04.03.2023

Subject: Tender for Award of Rate Contract for providing Staff Transportation Services at AI Engineering Services Limited, RGI Airport, Shamshabad, Hyderabad.

I. **INVITATION OF BIDS:**

AI Engineering Services Limited (AIESL), Hyderabad is proposing to enter into a rate contract for a period of **Two years** extendable by one more year, **if required**, **on same rates**, **terms and conditions** for providing Staff Transportation services at AI Engineering Services Limited, MRO Complex, Near Gate No: 3, RGI Airport, Shamshabad, Hyderabad - 500108.

The Tender is under Two-Bid System i.e. Technical Bid and Commercial/Financial/Price Bid.

Tender Form can be downloaded from our web site <u>www.aiesl.in</u> from Tender Date.

II. ELIGIBILITY CRITERIA:

- 1. **Experience:** Tenderer shall have registration, licensed and have Head Office or Branch Office at HYDERABAD, with an experience of 2 Years as on **01.03.2023** in the field of operation of Staff Transportation. The Bidding Firm (or) Company (or) Tenderer given services to Govt. Departments, PSU, Institutions, Corporate or Reputed Organizations (or) Firms will be preferred. The self-attested copies of Service Contract (or) Purchase Orders (or) Working Certificates are required to be enclosed with the Technical Bid.
- 2. Turn Over of the firm in each of any of the TWO financial years during last 3 years: The firm should have annual turnover of Rs.150 Lakhs or above in each of the any TWO financial years during 2019-20, 2020-21 & 2021-22. Financial Balance Sheets to be enclosed duly attested by Chartered Accountant/ Cost Accountant.

Note: Any of the **TWO** years during last **THREE** years is considered taking into account the Covid-19 scenario.

III. SUBMISSION OF BIDS:

- 1. The Tender is under Two-Bid System i.e. Technical Bid and Commercial Bid.
- 2. **Technical Bid:** Technical Bid Contains: Scope of Works, Bidder/Company Details and Technical Pre-Qualification Criteria etc. **Should NOT contain Commercial/ Price Details**.
- 3. Commercial Bid/Price Bid/Financial Bid: Should be submitted mandatorily in a separate Sealed Envelope. Only those Vendors (or) Bidders (or) Tenderers who are Technically Qualified under (or) against the Pre-Qualification Criteria of the Technical Bid would be eligible for participation in the Commercial Bid opening and Evaluation.
- 4. The Bid Documents shall be submitted in different Envelopes as under:
 - A. <u>Envelope-1</u>: Technical Bid Should contain the following.
 - i. The duly filled in Technical Bid strictly as per the format provided.
 - ii. The Technical Bid pages should be duly signed and stamped by the authorized representative.
 - iii. All the mandatory supporting documents asked for in the Technical Bid.
 - iv. EMD of Rs.10,000/- to be submitted along with Technical Bid.
 - v. The Technical Bid Envelope should be sealed and Super-scripted as "Technical Bid for: Tender No: HYE/AIESL/STAFF-TPT/2023/240 Date: 04.03.2023 for providing Staff Transportation services at AI Engineering Services Limited, Hyderabad".
 - vi. Technical Bid Should NOT contain your Price Bid /Commercial Bid details (or) Indication.



- vii. If the Commercial/Price Details are indicated, mentioned or found in an open condition inside the Technical Bid, then your Bid will be disqualified and your neither the Technical Bid nor the Commercial Bid will be considered.
- B. <u>Envelope-2</u>: Commercial Bid/Financial Bid/Price Bid Should be mandatorily Sealed and contain the following.
- i. Only Financial/Price Details/Bid should be kept in this envelope.
- ii. The Financial Bid pages should be signed and stamped by the authorized representative.
- iii. The Financial Bid offer should be strictly in the format provided. Non-Compliance of this condition would lead to disqualification and rejection of your offer/bid.
- iv. The envelope containing duly filled in Financial Bid should be sealed and super-scripted as "Financial Bid/Price Bid for: Tender No: HYE/ AIESL/STAFF-TPT/2023/240 Date: 04.03.2023 for providing Staff Transportation services at AI Engineering Services Limited, Hyderabad".
- v. If the Commercial/Financial Bid/Price Bid is received /put in an open condition inside the Technical Bid or the Master Envelope, then your Bid will be disqualified and neither your Technical Bid nor the Commercial Bid will be considered.
- vi. Quotes should be **in numerals and in words.** In case of any discrepancy between the two (Figures/Words), **those written in words shall take precedence** unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

Note: Technical & Commercial Bids: Bidders should initial all corrections; sign all pages of the tender/bid document and all the enclosures accompanying their bid document before submission.

- C. Envelope-3: (Master Envelope) should contain the following, independently sealed :
- i. Envelope-1 (Technical Bid)
- ii. Envelope-2 (Commercial/Financial/Price Bid)
- iii. Envelope-3 must be super-scripted as "HYE/AIESL/STAFF-TPT/2023/240 Date: 04.03.2023 for providing Staff Transportation Services at AI Engineering Services Limited, Hyderabad".
- iv. Bids should be submitted on or before due date & time i.e., **24.03.2023** at **1400** hours at the following address:

Assistant Manager - Pers. HR Dept., 1st Floor, AI Engineering Services Limited, MRO Complex, Near Gate No: 3, RGI Airport, Shamshabad, Hyderabad-500108 Phone No. 040-23477516/523

v. Opening of Technical and Financial Bids will be held in the above referred office.

IV. IMPORTANT DATES:

Closing date/time for Submission of Tenders	On (or) before 1400 hrs of 24.03.2023
Date/Time for opening of Technical Bids	At 1430 hrs on 24.03.2023
Date/Time for opening of Financial Bid	Will be intimated only to the Technically Qualified parties/bidders.

V. PRE-BID MEETING:

The pre bid meeting will be held in the office of General Manager (Engineering) on **10.03.2023 at 1130** hours.

The purpose of the pre-bid meeting shall be to clarify queries, if any.

Non-attendance of the pre-bid meeting shall not be cause for disqualification of a Bidder.



Interested Bidders who desire to attend the pre bid meeting shall communicate two days in advance to the pre bid meet scheduled date to make necessary arrangements for visitor passes. Only one representative for each Bidder shall be allowed to attend the pre-bid meet on the date fixed by AIESL, who shall carry an authorized letter to that effect on the company/ partnership firm or a sole proprietorship firm's letter head, from the authorized signatory for the company/ partnership firm or a sole proprietorship firm as well as carry an identity card to gain entry into AIESL premises.

VI. <u>EXTENSION OF TENDER DUE DATE:</u>

- a. Due date of the tender may be extended, at the sole discretion of AI Engineering Services Limited, at any time during the tendering process, including after the declared date of closing of the tender and before opening of bids.
- b. Extension of tender due date, amendments and clarifications, if any, to this tender will be hosted on the website of AI Engineering Services Limited at <u>www.aiesl.in</u> and AI Engineering Services Limited will not intimate the Tenderers individually of the same. Intimation of the Tender may also be available in leading Newspapers. The Tenderers are, therefore, advised to visit AI Engineering Services Limited website regularly till the date of closing of the tender. The last amendment, if any, will be hosted a minimum of seven days before the closing date of the tender.

VII. <u>REJECTION OF BID:</u>

- a. Non submission of Bid Security Declaration Form along with Technical Bid is liable to be rejected.
- b. AI Engineering Services Limited reserves the right to close the tender at any stage of the tendering process at its sole discretion.
- c. Bids/Quotations received after the due date/time, received by Fax, Email, received unsigned, Price Bid in unsealed or open condition, would be rejected.
- d. Incomplete and Conditional Bids and offers liable to be rejected.
- e. Prospective bidder has to quote for all the services i.e. all the line items, as per price bid format failing which their bids liable to be rejected.
- f. Tender in which both Technical Bid and Price Bid in open condition are found in the same envelope would be rejected.
- g. AI Engineering Services Limited reserves the right, Not to consider the bid of a bidder and blacklist such bidder for 3 years, if it is found (or) determined (or) noticed at any stage during the tendering process or after release of Contract that the bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice in order to bid (or) obtain the contract. This will also have an impact on other Contracts / POs, the bidder may have with AI Engineering Services Limited
- h. AI Engineering Services Limited reserves the right to reject/not to consider, at its sole discretion the bids of such bidders who have been involved in any litigation with AI Engineering Services Limited in the last 5 years/ ongoing litigation or arbitration with AI Engineering Services Limited.
- i. AI Engineering Services Limited reserves the right to reject / not to consider, at its sole discretion the bids of such bidders who have been blacklisted/debarred by any PSU (or) Government Institutes/agencies.
- j. Bidders are required to declare if they have any ongoing legal disputes during last 5 years with any government agencies such as Income tax, EOW etc. Suppression (or) Misrepresentation of such facts whenever it comes to light can lead to disqualification and AIESL reserves the right to take appropriate action as deemed fit including discontinuing business dealings with the party.



- k. The Annexures and documents submitted should be neatly presented. Corrections, if any, should be duly authenticated with full signature of the person who has signed the Bids, failing which such Bids are liable to be rejected.
- 1. The prospective vendor who does not have branch office at Hyderabad their bids will be rejected.

VIII. <u>SUBMISSION OF DOCUMENTS:</u>

All documents submitted in support of the requirement of the tender should be in English or Hindi or Telugu only. Documents in other Indian languages can be submitted along with a translated copy in English or Hindi or Telugu duly notarized failing which the bids may not be considered.

IX. <u>PAYMENT TERMS:</u>

- a. The Service Provider shall submit their monthly bills for the service provided by them during the previous month (1st to end of the month). After providing service, a statement of a summary of the service provided for the month should be submitted in triplicate to the designated authorities for verification and certification, which will form the basis for payment of the monthly bills submitted by the Service provider. If any other additional unscheduled service was provided, a separate bill shall be raised. The bills in triplicate towards the service rendered shall be submitted to HR Department, AIESL, Hyderabad along with the certified copies of the daily summary/statements duly signed by the Service provider on or before 7th of the following month.
- b. Payment will be made within 60 days from the date of submission of the Bills in original. The payment to **MSME vendor shall be made within 45 days** from the receipt of original invoice.
- c. Original bill shall be duly certified by the Competent Officer of AIESL, Hyderabad and submitted to Finance Department for payment.
- d. AIESL shall make payment through ECS/DD or Bankers Cheque for the undisputed amount within 60 days/ 45 days as applicable on the submission of the certified Bills after deduction of TDS, penalties and any other charges, if any, recoverable.
- e. Relevant PF&ESI challans for the previous month should be attached with the monthly bills. The Contractor shall produce the Register of Wages-cum-Muster Roll of the preceding month along with a copy of the monthly bill to the HR department.

X. <u>PENALTIES</u>

- a. In case of failure on the part of the Successful Bidder to comply with any other listed conditions mentioned in scope of the work, AIESL reserves the right to levy penalty which will be proportionate to the monthly charges payable thereof.
- b. In case of any staff / employees of the service provider is found under the influence of alcohol / intoxicants penalty shall be levied and without prejudice to the given penalty clauses AIESL reserves the right to take all the remedial actions provided under the law.
- c. If cleanliness of vehicles is not observed up to the satisfaction of AIESL, a penalty will be imposed on the service provider.
- d. On Time, efficient, safe and courteous services are the essence of this contract, lapses due to service provider will be viewed seriously and penalties will be imposed on the service provider.
- e. Category of penalty and exponential increase in penalty for repeated default will be decided by General Manager (Engineering), AIESL, Hyderabad or the Officer so authorized by him and decision taken accordingly will be final and binding.



- f. Delays due to unforeseen circumstances such as riots, traffic congestion and diversion of traffic by Police etc. will be ignored subject to certification of the same by the concerned driver with five witnesses travelling in the bus. However, the contractor shall also inform the AIESL authorities immediately over phone about such occurrences.
- g. The service provider shall make his own arrangements for the filling of diesel, oil, etc., and check the condition of the bus before beginning its trip each way. Filling of Fuel enroute with employees on board is prohibited.
- h. Some of the instances in which penalty would be imposed, are enumerated below. But these are not exhaustive and penalty may be imposed on any violation, breach or contravention of any of the terms and conditions as well as assigned duties.

In case of non-compliance of laid down terms & conditions, the following penalty will be imposed on their monthly bill/SD/PG as deemed fit and necessary by AIESL.

SI.		PENALTY	PENALTY
51. No.	DESCRIPTION	Upto 10 Seater	Above 10 Seater
190.		(Car/ LMV)	(Coaches/ HMV)
Α	Duty driver not found in uniform.	Rs. 100/- per driver per trip	Rs. 100/- per driver per trip
В	Non-deployment of specified vehicle or if Vehicle make less than year 2019 or run more than 1 lakh kms.	Vehicle make less than year Rs. 1000/- per trip.	
С	Non Provision of Supervisor	Rs. 1000/- per day	Rs. 1000/- per day
D	Driver/staff, deployed and whilst on AIESL duty found indulging in illegal/anti-social activities or intoxicated etc.	Not permissible and Rs. 1000/- per incident	Not permissible and Rs. 5000/- per incident
Е	Trip not operated.	Rs. 1000/- + cost of alternative arrangements made by AIESL	Rs. 5000/- + cost of alternative arrangements made by AIESL
F	Trip starting delayed by more than 10 minutes or leaving before the scheduled time.	Rs. 300/- per occasion	Rs. 500/- per occasion
G	Trip delayed due to holding vehicle at unauthorised stops and any other fault of service provider.	Rs. 500/- per trip + cost of alternate arrangements made by AIESL	Rs. 1000/- per trip + cost of alternate arrangements made by AIESL
Н	Uncleaned, un-hygienic, torn, shabby upholstery and interior fittings of vehicle	Rs. 300/- per trip.	Rs. 500/- per trip.
Ι	Partial disfunctioning or total failure of A/C	Rs. 500/- per Trip. Also, in such instances, payment will be done on non A/C charges basis only.	Rs. 1500/- per Trip. Also, in such instances, payment will be done on non A/C charges basis only.
J	Staff Travelled/KMs reading details not furnished by Trip Driver	Rs. 500/- per Trip	Rs. 1000/- per Trip
K	Refuelling enroute with employees on board	Rs.500/- per occasion	Rs.2000/- per occasion

i. In case of failure to carry out the services to the satisfaction of the company, AIESL will be at liberty to terminate contract and get service done by any other agency at the cost and risk of the Service Provider and Security Deposit provided by the Party will be forfeited.

j. In case the amount recoverable is more and not made good by way of deductions from the bills, the performance guarantee/security deposit shall be forfeited to recover the amount due.



XI. <u>SPECIFIC TERMS AND CONDITIONS:</u>

- 1. The Service provider shall conform to the requirements of AIESL and State Regulatory authorities. The Service Provider will be solely responsible for complying with various Road Transport Laws and labour laws as applicable from time to time in respect of Vehicles/ persons so engaged by them and for any breach or violation of any or all of the provisions of the Road Transport Laws & Labour laws as applicable from time to time.
- 2. During the Term of the contract, request for increase in contractual amount will not be entertained for any reason.
- 3. The price bid rates should be inclusive of all taxes including registration fee, insurance charges, octroi, toll tax, corporation tax, if any,. In addition to above, other taxes, if any, legally payable by the service provider and intended to be claimed separately may be distinctly shown with the rate quoted. Where this is not done, no separate claim for reimbursement of tax will be admitted at any stage and on any ground whatsoever. Further claim for reimbursement of such tax will be based on documentary proof of having paid such taxes. This may also be noted that in case the Govt. ceases to levy such taxes in any of the financial year during the contract/extended period; the same will not be reimbursed.
- 4. The Price bid rates indicated should include comprehensive insurance covering passengers risk, third party property, Motor Vehicles Act liability, etc and parking charges payable, if any, at any location including bus stand/ Railway station. No. Parking charges shall be reimbursed separately.
- 5. For the purpose of computing the total kms run per vehicle per day or per month, the distance from the contractor's garage to the first pick up point and the distance between the last dropping point to the contractor's garage will NOT be considered.
- 6. The rates quoted by the tenderer may be accepted in full or in part and notwithstanding that the tender has not been accepted in full, the tenderer shall be bound to operate the vehicles as may be accepted by AIESL.
- 7. The Service provider shall be solely responsible to comply with all Acts, Laws, Rules and Regulations, as may be applicable from time to time in respect of providing the Staff Transportation services shall pay all taxes, debts and or levies as may be levied by the appropriate Government/Local Bodies and other authorities in this regard. The Service provider shall indemnify AI Engineering Services Limited, against all claims loss, damage and cost thereof, in case of any breach of any of the Acts, Laws, Rules and Regulations.
- 8. AI Engineering Services Limited shall not be liable for debts, liabilities or losses, incurred by the service provider.
- 9. AI Engineering Services Limited shall be at liberty to carry out regular and/or surprise inspection of the service and other facilities of the service provider at any time during the currency of the contract either by the Competent Authority and/or any Authorized Representative.
- 10. The Service provider shall keep and maintain a complaint book easily accessible to the staff members of AIESL, for recording their complaints and shall be kept open for inspection by the Competent Authority or the designated officials.
- 11. The Service provider shall not display any advertisement or sign boards unless authorized by AIESL.
- 12. Tenderer must produce License issued by Regional Labour Commissioner (C) concerned, if he is/was carrying out similar work in any other establishment on contract basis and was deploying 20 or more than 20 workmen. On award of this Contract, he should obtain and produce Labour License issued by Regional Labour Commissioner (C) concerned within 15 days or before commencement of work whichever is earlier.



- 13. The Service Provider will deploy Personnel with adequate experience required to run the Staff Transportation services as per the Scope of Works.
- 14. The Service Provider should provide Supervisor(s) 24x7 to ensure proper performance of the job and to coordinate with designated officials of AI Engineering Services Limited and furnish statements related to deployment of Personnel to the representative of AI Engineering Services Limited as and when called for. The Supervisor(s) so provided shall have mobile number to communicate 24x7 with AIESL officials in English or Hindi.
- 15. Bidders are required to declare if they have any on-going legal disputes with any government agencies such as Transport, Traffic, Income Tax, EOW etc. Suppression / Misrepresentation of such facts whenever it comes to light would invite disqualification and AIESL reserves the right to take appropriate action as deemed fit including discontinuing business dealings with the party.
- 16. **Health Certificate of Service provider workers** Shall not employ any workers with contagious diseases or any illness that can affect others. The workers should be vaccinated as per Government Covid-19 Regulations.
- 17. The successful Bidder should engage suitable/trained personnel. AIESL is not entering into manpower contract, and therefore, Number of persons are not restricted in the Staff Transportation contract. However the quality of service should not suffer for want of manpower.
- 18. The Successful Bidder will not be provided electricity, rest room or room for keeping the equipment and consumable during the contract period.
- 19. Water for washing of Vehicles will be provided on chargeable basis if the Successful Bidder requires and subject to availability. Please note that the supply of Water is at a very high price at Airport premises.
- 20. AIESL reserves the right to add/supplement any further conditions deemed necessary during the currency of the Contract.
- 21. Any item or article belonging to or appearing to belong to AIESL or its employees, or its customers, that is found by the successful Bidder or his employees in the vehicles shall be forthwith handed over to the Designated Official of AIESL and acknowledgment for receipt of such articles should be obtained from them.
- 22. Arrangement for conveyance, food & other such amenities required for the personnel deployed by the Successful Bidder shall be the sole responsibility of the Successful Bidder.
- 23. The Successful Bidder is responsible to keep all the documents valid and updated, related to Vehicle and Driver like valid RC, Insurance, Pollution Route permit and License of Driver etc., as applicable.

XII. <u>COMPLIANCE OF SAFETY REGULATIONS:</u>

- a. Use of cell phones and other mobile electronic devices (including hands-free devices) while driving/ while rendering services is prohibited.
- b. Smoking/ Chewing of Tobacco is not allowed while rendering services.
- c. It is the responsibility of the Service provider to understand and use the appropriate Permits and to verify any permit requirements for the service.
- d. The Service provider will be solely responsible for any mishap/loss due to lapse in safety measures. In case of a death or accident /mishap/loss occurred during discharging the duty, the compensation liability to AIESL Employees/and Service provider staff will solely rest with the Service provider.



e. The Service provider should be fully aware of safety measures and observe all safety precautions during work. The Service provider should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers deployed in Transport service provided to AIESL and should be reported in writing by the Service provider to authorities concerned immediately. The Service Provider shall be fully responsible for any accident/incident for his workers.

XIII. <u>COMPLIANCE OF SECURITY REGULATIONS :</u>

- a. Any violation of security regulations and indulging in illegal activities by their personnel shall be at the cost and risk of the service provider.
- b. The service provider should ensure verification of character and antecedents of their personnel by Police before deployment and to be furnished to HR Department.
- c. The Service Provider shall have a system to issue/ retrieve PIC (Photo Identity Card) to their Employees while they are deployed for transport services with AIESL.
- d. Any lapse noticed on the part of Service Provider or Service Provider's Employee involvement in theft/ pilferage/ malpractice/ illegal activities shall be inquired into by AI Engineering Services Limited, Security/ other officials or Government agencies and suitable action including legal proceedings initiated for breach of Contractual liability and also it will attract penal provisions of law. AIESL reserves the right to impose penalty on the Service Provider apart from legal provisions.

XIV. <u>PERSONNEL DEPLOYED BY THE SERVICE PROVIDER:</u>

- a. The Service Provider shall be the Employer for the workers deployed by him for the contracted activity. AIESL will not be held partially or fully responsible for any dispute that may arise between the Service Provider and the workers. The Service provider shall be responsible for recruitment, retention and retrenchment of the workmen deployed for the contract by them and settlement of disputes arising out of the terms and conditions of the services all the workmen deployed by them.
- b. The Service Provider at their own cost will comply with all the statutory regulations such as ESI, PF, Minimum Wages Act, Bonus Act, Factories Act etc. and obtain requisite approvals from the Local Health Authorities as may be required and as are in force or that may become applicable in future and from time to time in all matters touching this service and all matters there from. He should also maintain the registers and records to that effect, which should be produced before the designated officer at periodical interval.
- c. The Service provider shall be liable to pay all the taxes in force presently, or imposed in future by the appropriate Government authorities and local bodies and discharge their obligations towards employees as per laws framed by the Government or other authorities from time to time. The Tenderer should take all these factors into account while quoting their rates in the PRICE BID.
- d. The Service provider and its employees shall observe and carry out all the directions and maintain operational timings given by AIESL from time to time.
- e. The Service provider has to disburse the salary/wages for their workmen only through Bank (NEFT/RTGS). The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI and challans to HR Section every month.
- f. Minimum Bonus, as applicable shall be paid by the Service provider to his employees as per the Payment of Bonus Act 1965 and its amendments if any.
- g. The Service provider shall in respect of labour employed by him, inter alias, comply with the statutory provisions, rules & regard to all matters provided therein.



XV. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE :

- a. Service provider shall mention their GSTIN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no., commercial invoice no. etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), item description as per Seating Capacity, Rate, Value, applicable taxes with nomenclature (like SGST & CGST) separately, HSN (Harmonized System of Nomenclature)/SAC (Services Accounting Code) code, etc.
- b. All invoices shall bear the HSN /SAC Code.
- c. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of AIESL.
- d. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the service, then AIESL will not be able to avail the tax credit and will notify the Service provider of the same. Service provider has to rectify the data discrepancy in the GSTIN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the Service providers, within the calendar month notified by AIESL.[For any such delay in availing of tax credit for reasons attributable to Service provider (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with Penalty if any will be deducted for the delayed period i.e., from the month of receipt till the month tax credit is availed, from the running bill, at the discretion of AIESL Management.]

XVI. GENERAL TERMS AND CONDITIONS

1. <u>ABBREVIATIONS USED :</u>

- AIESL as used in the Tender document means "AI Engineering Services Limited".
- EMD means Earnest Money Deposit.
- SD means "Security Deposit" for performance of services rendered under contract.
- DD means "Demand Draft".
- BG means "Bank Guarantee".
- LOI means Letter of Intent.
- MRO means AIESL "Aircraft Maintenance, Repair and Overhaul" Organization at RGIA, Shamshabad, Hyderabad
- The 'Tenderer' / 'Bidder' and /or 'Party'/ 'Service Provider'/ 'Contractor' used in the Tender document, shall mean the one who has signed the Tender Document and submitted the bid/ quotation in response to the Tender.

2. <u>PERIOD OF CONTRACT:</u>

- a. The Tender is for providing Staff Transportation Services at AI Engineering Services Limited, MRO Complex, RGIA, Shamshabad, Hyderabad for period of TWO YEARS and extendable by ONE MORE YEAR, at same rates, terms and conditions. AI Engineering Services Limited also reserves the right to extend the contract further by 3 months at same rates, terms and conditions on ending of validity of contract.
- b. In case the Service provider desires, Termination within 1 year of awarding contract without mutual Consent, AIESL reserves the right to penalize the Service provider as per Contract Extension/Termination clause.
- **3.** The Services requested in tender is non-split-able or non-dividable during tenure of contract by Service Provider. However, AIESL reserves the right for the same.



4. VALIDITY OF BIDS, PRICES, GOVT. TAXES / GST:

- a. The Bids (Technical Bid and Price Bid) submitted by the bidder/Tenderer should be valid for a period of 90 days from the date of opening of the Technical Bid.
- b. GST or any levies on Services given to AIESL shall be reflected in the space provided in the Price Bid. The price offered should remain firm till completion of contract period and no request for increase in price shall be entertained during the contract period or extended period. There will not be any form of separate payment to the Service provider towards rendering services.
- c. Increase in GST on Services, if any, imposed by the Govt. of India / State Govt./ Local Bodies, after the submission of bids by the bidders, will be borne by AI Engineering Services Limited, if requested for by the successful bidder. However, such request will be considered only if it is substantiated with copies of valid documentary proof and only if the bidder has quoted their rate giving the break-up of Government duties and levies in their price bid.
- d. Any reduction in GST and/or any other Statutory levies etc., of the Govt. of India / State Govt./ Local Bodies etc., should be passed on to AI Engineering Services Limited by the successful Bidder.

5. VARIATION OF QUANTITY/OPTION CLAUSE:

AIESL reserve the right, to take care of any change in the future requirement during the contract period, to increase or decrease required services to the limit vary by +/- 25% in the type and number of vehicles at any time during the contract period, without any change in terms and conditions mentioned here, without any change in rate per kilometer mutually agreed. The bidder has to maintain the quoted/contractual price for this variation in quantity during the contract period.

6. <u>AMENDMENTS/ EXTENSIONS:</u>

- a. AIESL reserves the right to amend any part / terms and conditions of the tender / extend the due date at its sole discretion. Amendments, corrigendum, if any, and any extensions of the due date of opening of the Bids, as per the requirements of AIESL, will be intimated by hosting the same on AIESL website only i.e., <u>www.aiesl.in</u> No separate NIT (Notice Inviting Tender) corrections would be published in newspapers/print media. It is the Bidder's responsibility to visit the said website regularly for the aforesaid updates/extensions as applicable.
- b. In case there is change in any Details/ Requirement / Terms & Conditions after release of the Tender but before its Due Date/Time, the Bidders who have submitted their Bids shall have an option to re-submit their Bids, if they choose to do so, within the extension period as may be specified by AIESL. For avoidance of doubt, it is hereby clarified that the last Bid submitted by the Bidder will be considered as the final Bid.

7. <u>PURCHASE PREFERENCE TO MSME:</u>

- a. Preference Will be given to eligible Tenderer as per the as per Public Procurement Policy for Micro Small and Medium Enterprises (MSMEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise of Govt. of India and Vendors registered and obtained valid Udyog Aadhaar Number (UAN).
- b. MSME vendor, submit the registration certificate/ Udyog Aadhaar Number issued and certificate must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.
- c. The MSEs who have applied for registration or for UAN or renewal of registration, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/ preference.
- d. In line with GOI policy to encourage start up units (whether MSME or Non-MSME), AI Engineering Services Limited would relax by 50% the prior Experience and prior Turnover



criteria to such units having "Certificate of Recognition" i.e. Startup units will be given relaxation of 50% from the stated experience and Turnover criteria as mentioned in the tender document.

8. BID SECURITY DECLARATION:

Bid Security Declaration Form must be submitted along with the Tender Document prescribed in **Annexure – VIII**, any Tenderer who fails to submit Bid Security Declaration Form will be disqualified.

9. <u>EMD (Earnest Money Deposit)</u>: An EMD of Rs.10,000/-(Ten thousand Rupees only) must be paid to AIESL in the form of DD in favour of "AI Engineering Services Limited, payable at HYDERABAD", may be returned back for unsuccessful bidder. It will be either returned or adjusted in the bills payment to the successful tenderer.

10. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE:

- a. The Bidder/s who qualifies for award of Contract will have to deposit with AI Engineering Services Limited **3%** (Three percent) of the total net value of the Contract, as Security Deposit (SD) within 2 weeks of receipt of the Contract. This SD will be free of interest. In case, the SD is not deposited in time, the bills shall not be processed for payment till the SD is paid.
- b. The SD is applicable to all bidders including MSME's. The Security Deposit is to be paid by way of NEFT transaction, Account Payee Demand Draft, Banker's Cheque, ECS, Bank Guarantee issued from any Commercial Bank, Fixed Deposit Receipt from any Commercial Bank for an equivalent amount in favour of the "AI Engineering Services Limited', payable at HYDERABAD".
- c. It may please be noted that the original BG has to be forwarded by the Bank directly to AIESL through registered AD as per the detailed procedure which will be advised to the successful bidder. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the successful bidder/s.
- d. In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / bank guarantee be invoked.
- e. Security Deposit / Bank Guarantee is to be furnished on non-judicial stamp paper of appropriate value not less than Rs. 200/- (Rupees Two hundred only) and in the prescribed format, which will be provided to the successful bidder/s.
- f. The Security Deposit / Bank Guarantee will be refunded / returned without interest after adjusting for penalties and applicable deductions, if any, that may be imposed under the terms of the Contract.
- g. Validity of the BG would be for an additional period of 60 days after the scheduled completion of all obligations under the Contract.
- h. The SD is applicable to all bidders including MSME's. The SD/BG will be taken on yearly basis, renewable every year. The second year SD/BG should be valid till 60 days beyond the contract period/ warranty period.

11. BIDS EVALUATION CRITERIA:

a. <u>Technical Bids</u>: The Technical Bids would be first evaluated for compliance. AIESL reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

Note: Please ensure that Prices should not be mentioned in the technical bid. If it is found that the prices are submitted in the technical bid, the quotation / bid would be "Disqualified" and will not be considered,.

b. At any point of time during the tender process or after award of contract, if the details given by the tenderer in the Technical Bid are found to be incorrect, the Tenderer will be barred from



participating further in the tender process/ the work order shall be cancelled besides for feature of EMD as the case may be.

- c. The bids of only those bidders whom AIESL considers qualified at this stage would be considered for opening of Price Bids.
- d. <u>Price Bids:</u> The Price Bids of only those bidders, who qualify as per the requirements of Technical Bid, would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Technical Bid evaluation and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

12. INSPECTION CLAUSE:

Inspection of bidders' facilities/Vehicles at the time of evaluation of the Technical Bids: AIESL reserves the right to inspect the facility/facilities of the bidders in order to assess their capability to render subject services as indicated in this tender. The decision of AIESL in such case shall be final and binding.

13. <u>Method of arriving at overall L1 bidder and Contract Award Criteria:</u>

- a. The tenderer whose net price on a common platform such as the landed cost for all the line items works out to be the lowest will be determined as the overall L-1 bidder.
- b. Weighted average cost of A/C and Non A/C vehicles is considered in the Price bid.
- c. In case the quoted rates in any line item by the overall L1 bidder are higher than the rates quoted for that particular line item by other bidder(s), it is expected from the overall L-1 bidder to match the lowest rates received for that particular line item.
- d. MSMEs quoting price within price band overall L1+15% (fifteen percent) may be determined as L-1 bidder and contract will be awarded as per public procurement policy 2012 for MSMEs.
- e. Un-conditional Discounts, if any offered, will also be duly taken into consideration while arriving at the lowest landed cost. However, conditional discounts, if any, will not be taken into consideration while arriving at the lowest landed cost of the item.
- f. The contract will be awarded to overall L-1 Bidder.

14. PRICE NEGOTIATION:

As it is not the general norm for AIESL to carry out price negotiations following evaluation of the Price bids, the bidder are advised to submit their best quotes in response to this tender. AIESL, however, reserves the right to carry out negotiations in exceptional cases with the bidder who has been evaluated by AIESL as having offered the overall lowest bid in response to the tender.

15. <u>COMMENCEMENT OF CONTRACT</u>:

The successful Tenderer, after completing the formalities as listed above, should commence the service on finalization of tender, within 10 days from the date of issue of the Letter of Intent (LOI) /Contract, which may be tentatively by 1^{st} April, 2023. Also the LOI/Contract shall be confirmed by service provider within three days (3Days) of its receipt.

16. <u>SUB-CONTRACTING:</u>

The successful bidder shall not sub-contract the work or any part thereof, to any other person, concern, firm or company. Sub-contracting will result in termination of the contract with immediate effect without any liability on "AIESL" and also without prejudice to any other rights which "AIESL" may have against the Bidder under the Contract. The Service Provider shall not transfer or assign or sub-let any part of the service or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever.



17. <u>RECOVERY FROM SERVICE PROVIDER:</u>

- a. Whenever under this contract, any sum of money is recoverable from the service provider; AIESL shall be entitled to recover such sum by appropriating in part or full from the unpaid bills and then if need be from the Security Deposit, deposited by the Service Provider.
- b. In the event of said 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 Service Provider, under this, or any other contract between the Service Provider and AIESL. Should this amount be insufficient to cover the said full amount recoverable, the service provider shall pay to AIESL the balance amount, if any, within 30 days of the demand by AIESL.
- c. If any amount due to the Company is so set off against the said Security Deposit, the Service Provider shall have to make good they said amount so set off to bring the Security Deposit to the original value immediately, and in any event, not later than 10 days of the depletion of the original value and advise sent to service provider by AIESL for replenishment.

18. <u>INDEMNIFICATION:</u>

- a. The contractor shall indemnity AIESL against payment of penalty, their Party claims, damages, loss of property of AIESL, RGIA-GMR airport and/ or other party, due to mishandling, theft, damages due to rash driving, accidents, negligence, violation of any statutory laws and etc., by them and/ or the personnel deployed by the them. In case, any such claim amount is not deposited/ paid to AIESL or to the concerned personnel or agency then the same shall be deducted from their monthly Bills/ performance guarantee/ Future payments. This shall also include legal cost involved.
- b. In case of injury and / or loss of life to AIESL employee due to any accident, while travelling in the coach/vehicle, the contractor will make arrangements to pay suitable compensation to affected employee or their legal heirs, depending upon the merits of each individual case. Any other claim shall be the responsibility of the contractor.
- c. The contract is for providing transport services only and not for engagement of any employee deployed for transport service. Personnel deployed by the contractor shall be the employee of the contractor only and under no circumstances shall be deemed to be on the duty/roll or employee of AIESL. AIESL shall have no relationship or AGREEMENT of any kind whatsoever with such employee deployed by the contractor. Such employee shall not be entitled to claim any right, privilege or benefit from AIESL and in the event of any such claim, the contractor undertakes to indemnity AIESL for any loss or financial demand or otherwise.
- d. AIESL will neither be responsible nor liable to pay any compensation for injury and/ or death caused to the staff of contractor in the event of any accident on duty and also any damage or compensation due to any dispute between them. The contractor should make their own arrangement to meet such eventuality as per existing government rules and regulations and AIESL will have no liability whatsoever in this regard.
- e. Service provider shall bear the total cost of damage to AIESL/ AIESL equipment's/ AIESL man power due to careless driving.

19. <u>BLACKLISTING CONDITIONS:</u>

Adopts fraudulent practices and against errant bidders as detailed above, withdraws after award of the contract / LOI and fails to commence within the specified stipulated period and perform the contractual obligation during the currency of the contract, the bidder will be debarred from participating in next tender.



20. INTERPRETATION:

In the event of any difference in the interpretation of any of the clauses of the Service Agreement and/or the Tender documents, the clarification given by General Manager (Engineering), AIESL, Hyderabad, shall be final and binding.

21. CONTRACT EXTENSION/ EXIT/TERMINATION CLAUSE:

- a. The validity of the agreement would come to an end at the end of the contract period unless otherwise renewed (or) terminated.
- b. In the event the service provider failing to comply with the terms and conditions of the agreement, AIESL shall be at liberty to terminate the Contract besides forfeiting the security deposit/performance guarantee and recovery of any penalty as the case may be.
- c. AIESL reserves the right to terminate / cancel the contract / order partially or fully without notice and with assigning any reason and without any liability to AIESL in case of repeated and / or major violation of the Terms and Conditions of the Contract.
- d. The contract will be terminated, in toto without any liability on AIESL apart from imposing penalty as deemed fit and necessary and contractor may also be black listed / debarred from participating in tender for a period of 3 years, if it is found that the subject contract is outsourced to some other agency or sub-contractor in part or full.
- e. In case of unsatisfactory performance or breach of any clause of the contract, AIESL would issue a notice of 30 days to the party to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate this agreement by providing another 30 days written notice to the party. The party shall not have any right to dispute or question the judgement of AIESL of unsatisfactory performance of the party.
- f. Due to long lead time required for fresh tender process, the service provider may be allowed or their service extended by AIESL in order to avoid nil service even when action as per clauses (atoe) are invoked. Such extension of contract or continuation of contract will be construed as testimony of their good or satisfactory performance for consideration against any action taken by AIESL for imposition of penalty and / or cancellation of contract and / or debarring the service provider from future contract and / or any other penal action that may be taken by AIESL.
- g. Notwithstanding the above, AIESL shall also be at liberty to terminate the agreement for any reason including change in situation / circumstances, etc. by providing to the party 90 days written notice. The party shall also be at liberty to terminate this contract by providing to AIESL 90 days written notice. In such an event, the terminated party shall have no right to claim compensation / damages, etc. from the terminating party on account of early termination. However, both the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge, the obligations arising out of the agreement till the termination.
- h. In case the contractor serves the termination notice within a year of commencement of the services, then they and their group, sister concerns, and subsidiaries will be debarred from participating in the immediate next tender for the tendered services.
- i. The validity of the agreement comes to an end IPSO FACTO by efflux of time unless otherwise renewed/terminated.
- j. The contract termination is further clarified under in the following circumstances:
 - a. In the event of unsatisfactory performance during the contract period, contract shall be terminated with 30 days advance notice.
 - b. If there is change in AIESL requirement, contract shall be terminated with 30 days advance notice.



- c. In the event of the Service Provider failing to comply with any of the terms and conditions of the agreement, AIESL shall be at liberty to terminate the Contract WITH IMMEDIATE EFFECT besides forfeiting the Security Deposit and recover any amount of additional expenditure incurred by AIESL for getting the contract work done through another Third Party.
- d. The Contractor/Service Provider can terminate contract after 1 year by giving **90 days'** notice in writing to AIESL.
- e. AIESL, also reserves the right to terminate/cancel the Contract within one year partially or fully without notice and without any liability to AIESL.
- k. Upon expiry of the agreed period of contract, AIESL reserves the right to extend the Agreement for a period of **90 days** at the same rates, terms and conditions.

22. ERRANT BIDDERS:

In case after price bid opening the **Lowest Evaluated Bidder** (**L-1**) is not awarded the Contract for any mistake committed by them in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, such bidder shall be debarred from participation in re tendering of the same work(s) as well as against any tender enquiry for any service sought by AIESL or its subsidiaries at all locations.EMD will be forfeited accordingly.

23. ARBITRATION:

- a. 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 Government of India" and the award made in pursuance thereof shall be binding on the parties to the arbitration.
- b. The venue of arbitration shall be at Hyderabad, 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 acts as Chairman/Presiding arbitrator of the Arbitral Tribunal.
- c. The arbitration proceedings shall be carried out in English and the award of the Arbitral Tribunal shall be final & binding on the Parties.
- d. Any dispute or difference, whatsoever, arising out of this service agreement shall be referred to the sole arbitration of the General Manager (Engineering), AIESL, Hyderabad or the person appointed by him whose decision shall be final and binding on the parties.

24. FORCE MAJEURE:

Neither party hereto shall be liable for failure to perform or for delay in performing any of its obligations under the agreement, if such failure or delay is caused or results from a condition of Force Majeure.

The term Force Majeure as used in this agreement means Accidents, Act of God, War, Revolt, Riot, Fire Tempest, Flood, Earthquake, Lightening, direct or indirect consequences of war (declared/undeclared), Sabotage, Hostilities, National Emergency, Civil disturbances, Natural calamities, Commotion, Embargo (Blockage) or any law or promulgation ordinance or Executive order whether Central or state or Local or Municipal Authorities., Regulation, breakage/ Leakage/ Bursting/ Freezing of pipeline (but not including negligence or wrong – doing, predictable/seasonal rain and any other events specially excluded in the clause).

A Force Majeure clause does not excuse a party's non-performance entirely, but only suspends it during Force Majeure period, Contractor has to give notice of Force Majeure as soon as it occurs and it cannot be claimed post facto.



29. DOCUMENTS TO BE SUBMITTED TO HR DEPARTMENT-AIESL

SL. NO.	DOCUMENT TYPE	SCHEDULED DATE	PERIODICITY	REMARKS
1	PF Registration code	On Award of contract/ on production of First bill	One time/as and when required by AIESL	
2	ESI/ Group Insurance Code	On Award of Contract	One time/as and when required by AIESL	
3	Form VI – A &VI – B under Contract Labour Regulation and Abolition (CLRA) Act	On Commencement and yearly once	Yearly once	Form VI – A to be submitted to Labour authorities and a copy to submitted to AIESL. Form VI – B to be submitted to AIESL
4	Labour License	To be obtained immediately from Labour Authorities in case of engagement of 20 or more contract workers	One time/ on renewal of License/ as and when required by AIESL	
5	Bio Data form with proper ID proof, AADHAAR, Police Verification/ Passport & Latest two Photographs	To be submitted for all employees immediately on award of contract and as and when new employees are engaged	One time/as and when required by AIESL	Required for providing ID cards for record purpose
6	Attendance Register	To be submitted on or before 5 th of every month	Monthly	To be endorsed by the Service provider and AIESL
7	Wage Register	To be submitted on or before 5 th of every month	Monthly	To be endorsed by the Service provider and AIESL
8	PF remittance challan& PF – ECR	To be submitted on or before 5 th of every month	Monthly	
9	ESI remittance	To be submitted on or before 5 th of every month	Monthly	
10	Operated Vehicle details with daily km and staff travelled	To be submitted on or before 5 th of each month	Monthly	Along with bills

* The above documents is indicative, the Service provider is obliged to produce any other document required, in compliance with extant statutes and practice, as and when required.



If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding **30** (Thirty) days, then either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the contractor would not be liable for imposition of any such penalty so long as the delay and/or failure of the contractor in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

25. NOVATION:

AIESL reserves the right to "NOVATE" this contract to AIAHL/AIASL/AAAL or any other subsidiaries at same rates, terms and conditions and the same shall be binding upon the service provider. In the event of any merger or acquisition of AIESL transferred its activity to another undertaking, the contract on approval from the appropriate authority of the new entity shall continue in the name of such new entity / successor entity with the same rates, terms and conditions.

26. JURISDICTION AND GOVERNING LAWS:

In respect of any matter relating to the contract or any matter pertaining to such arbitration, the Courts of Law in Hyderabad shall have the exclusive jurisdiction.

27. <u>RETURN OF DISQUALIFIED BIDS:</u>

Financial bids of the "Technical Bid/ Pre-qualification Bid" disqualified bidders would be returned to them after finalization of the contract under intimation and against acknowledgement from the bidders, in sealed condition itself.

In case a bidder fails to collect the financial bid within the stipulated 30 days time, the bid shall be shredded in "as is where is" condition after expiry of 30 days time.

28. <u>CONFIDENTIALITY:</u>

The Parties agree that they will hold in confidence the terms and conditions of this Agreement, all information, documentation etc. which comes to their knowledge in the course of the Agreement ("**Confidential Information**") and will not disclose to any third party including but not limited to media (print or electronic) or use Confidential Information or any part thereof without the other Party's prior written consent provided that Confidential Information may be disclosed to any governmental or regulatory authority requiring such disclosure under law.

GENERAL MANAGER – ENGINEERING लहा प्रवेदाव्ह (इंजी.)/General Manager (Engg.) एडमई हुंजीवियरी सॉस्ट्रिस दिनीहेंटेड Al Engineering Services Limitod एस.आर.ओ. सॉम्प्टेव्स आर जो आई एयरपीर्ट MRO Complex, RGI ALPFORT नेट सं. 3, के प्रत्न/Near Gale No.3, श्रम सम्बद्ध/Shamshabad हेंद्रसाहर/Hyderabad-500 108 सेसंगणपा/ T.8



Tender No: HYE/AIESL/STAFF-TPT/2023/240

Date: 04.03.2023

<u>ANNEXURE – I</u>

SCOPEOF WORKS

Tender for Award of Rate Contract for providing Staff Transportation Services at AI Engineering Services Limited, RGI Airport, Shamshabad, Hyderabad.

NATURE OF SERVICE: STAFF/OFFICIALS TRANSPORTATION:

1. To provide Transportation Services for pick-up and drop of staffs from various rallying points as detailed in Annexure- I and other terms and conditions mentioned in the tender.

2. <u>TYPE OF VEHICLE:</u>

<u>SCHEDULED REQUIREMENT – (TENTATIVE Regular Requirement)</u>

- a) 40 seater coaches in 6A,6B,6C,6D Routes **4 nos.** on 6 Days a week and Sunday/ Holiday on need basis
- b) 8 seater Vehicle **3 nos.** Cyclic shift

UN SCHEDULED REQUIREMENT - On Need Basis

- a) 12 Seater/ 22 Seater/ 36 Seater/ 40 Seater/ 50 Seater
- b) 8 Seater/11 Seater/5 Seater

3. WORK REQUIREMEMNT AND INDICATIVE UTILIZATION:

The work shall be carried out under the supervision of the service provider and their supervisor. The requirement shown under is only illustrative as per existing requirement and roster pattern of AIESL. The same may vary from time to time depending on Company's policy.

I: PART -A: Scheduled Requirement with Routes (Approximate)

Shift Pattern: General Shift – 6 Days a week (Monday to Saturday) Shift Timings: **0900-1620 Hours.** and on SUNDAY/HOLIDAYS on need basis

			JAY/HOLIDAYS on		1	
Sl. No.	ROUTE	ROUTE PATTERN (may change in future)	TIMINGS	Approx kms One way	Seating Capacity	No. of Coaches per Route
1		Bolaram – Alwal – JBS – Begumpet – Mehdipatnam – Shamshabad –	Dep. Time from Origin Point: 07:20 Hrs	50 km	40 Seater	01
1	6A MRO and Vice Versa		Dep. Time of Coach from MRO: 16:30Hrs			
2	6B	AS Rao Nagar–Neredmet–Safilguda – Malkajgiri – Tarnaka – LB Nagar	Dep. Time from Origin Point: 07:20 Hrs	49 km	40 Seater	01
2	0B	– Balapur – MRO and Vice Versa	Dep. Time of Coach from MRO: 16:30Hrs			
3	6C	Ferozguda–Bowenpally–Paradise – Sangeeth–Tarnaka-LB Nagar-	Dep. Time from Origin Point: 07:20 Hrs	48 km	40 Seater	01
3	oC	Balapur – MRO and Vice Versa	Dep. Time of Coach from MRO: 16:30Hrs			
	(Miyapur - Kukatpally – Y Junction – Punjagutta – Masab Tank -	Dep. Time from Origin Point: 07:20 Hrs	46 km	40 Seater	01
4	6D	Mehdipatnam – Shamshabad – MRO and Vice Versa	Dep. Time of Coach from MRO: 16:30Hrs			
	APPROXIMATE TOTAL KM PER DAY			386 kms	```) + (49*1*2) + 2) + (46*1*2)
	APPROXIMATE TOTAL KM PER MONTH			10,200 kms		Days Regular + days on need basis

Note: Nine months Non AC and Three months AC 40 Seater vehicles to be provided.



II: PART –B: Scheduled Requirement Shift Pattern: Cyclic (Three Shifts) (Approximate)

Sl. No.	ROUTE	ROUTE PATTERN (may change in future)	TIMINGS	Approximate kms One way	Seating Capacity	No. of Trips per day
5	M1	CTE – Uppal – Balapur – MRO And Vice Versa	Three Pickup drops per Day (for Three Shifts) from Origin to MRO	48 km	08 Seater	03
6	M2	Begumpet – Mehdipatnam – Shamshabad – MRO and Vice Versa	Three Pickup drops per Day (for Three Shifts) from Origin to MRO	42 km	08 Seater	03
7	M3	Begumpet – Mehdipatnam – Shamshabad – MRO And Vice Versa	Three Pickup drops per Day (for Three Shifts) from Origin to MRO	42 km	08 Seater	03
APPROXIMATE TOTAL KM PER DAY				792 kms		+ (42*3*2) 2*3*2)
	APPR	OXIMATE TOTAL KM PER	23,760 kms	792 *	30 Days	

III: PART – C: Unscheduled Requirement (Approximate)

Sl. No.	VEHICLE TYPE	TIMINGS	Approximate kms per month
8	05 Seater/ 08 Seater/ 11 Seater/ 12 Seater/ 22 Seater/ 36 Seater/ 40 Seater/ 50 Seater	On need basis from MRO to Destination	1000 (total using any of the Vehicles together)

NOTE:

- a. Morning Shift Vehicle after all pick-up it should reach MRO at 05.50 Hours.
- b. Afternoon Shift Vehicle after all pick-up it should reach MRO at 13.35 Hours.
- c. Night Shift Vehicle after all pick-up it should reach MRO at 20.50 Hours.
- d. All Vehicles deployed for General Shift and Cyclic Shift should report at origin point 10 minutes before the scheduled departure.
- e. Prospective bidder should have commercial permit for the routes specified in SCOPE OF WORKS from competent authorities. And has to obtain permit to operate Coaches/ HMV over the PVNR Expressway.
- f. The Service provider must provide self-attested photocopy of Registration numbers of the buses/vehicles offered to AIESL together, validity of permit, insurance and fitness certificates, taxes paid etc. and Registration certificate books/card of the vehicles.
- g. The requirement for 40 seater buses are to be provided with HI-Back cushioned seats having as per seating capacity.
- h. Service provide to provide Non-Air-conditioned 40 seater vehicles for **9** months and Air conditioned vehicles for **3** months for the regular / scheduled Requirements also and requirement for the same is not fixed but will change depending on requirements.
- i. The number of trips may increase/decrease depending upon the operational requirement of AIESL and any additional trips over and above the scheduled requirement shall be provided at the quoted rate.
- j. The locations Rallying points for pick up and drop may change during the tenure of contract and route pattern to be changed accordingly depending on feasibility.
- k. The coaches/ vehicles to be operated for staff transportation should display "AIESL" logo prominently on the front wind shield of the vehicle.
- 1. Each Vehicle should also prominently display the route number of the bus.
- m. All vehicles should be provided with following at all the times:
 - Fire extinguisher
 - First Aid Kit



- Stepney and tool kit.
- Critical spares such as fuses, bulbs, fan belts etc.

4. All the vehicles should have in built GPS tracking system and should be accessible to AIESL.

5. <u>AGE AND CONDITION OF THE VEHICLE:</u>

Each vehicle should be of **2019 make or later (2020 to 2023) and covered not more than 1 lakh kilometres** during the entire tenure of the agreement period and should be in sound mechanical and presentable condition acceptable to AIESL.

6. <u>COORDINATION:</u>

Supervisor(s) should be provided with mobile phones to co-ordinate and monitor the entire transport activity during the transport operations timings, and the supervisor also required to be available, coordinate and monitor non-schedule requirements given from time to time. Supervisor(s) shall be available on 24x7 basis to interact with AIESL authorities/ staff to take care of the above.

7. <u>OPERATIONAL REQUIREMENT:</u>

A. THE SERVICE PROVIDER SHOULD ENSURE AND PROVIDE THE FOLLOWING UNSCRUPULOUSLY:

- a. Should provide a list of vehicles (registration numbers etc.) with requisite documents, which they propose to deploy for AIESL duty. The vehicles shall be inspected by AIESL officials before deployment and regularly thereafter the compliance of all regulations.
- b. Shall ensure that the vehicles are positioned well on time to enable staff to comfortably board the bus at the rallying point and shall ensure that the services rendered are prompt and courteous.
- c. In case of any delays or disruptions due to traffic, road repairs, rains, water logging, strikes, bandh etc. Contractor shall make arrangements/Permissions for providing the service as AIESL comes under essential services.
- d. Should submit list of drivers, supervisors/other staffs deployed for AIESL duty with details of their names, father's name, present & permanent residential address, valid License Numbers, Aadhaar and recent photograph etc. Details of new recruitment, registration/ termination of the drivers/ supervisors deployed for AIESL duty should be intimated immediately with relevant documents.
- e. On service provider's cost, shall issue their Company photo-identity card & name badge to the drivers & staff deployed for AIESL duty which they should display at all times while on duty.
- f. Service provider should provide proper uniforms at their own cost for the personnel deployed.
- g. The Service provider has to make their own arrangement for parking space, cleaning for the vehicles and canteen facility for the personnel deployed by them.
- h. During the contract period if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority / Hyderabad International Airport Ltd. or any other authority for whatsoever reasons then the same will be at the cost and risk of the service provider. The costs towards alternate arrangements and penalty if any imposed, in the event of non-deployment of vehicle due to aforesaid reasons, till vehicles are deployed, will be recovered from the Service provider.
- i. AIESL will not be responsible for any injury sustained by the service provider's personnel during the performance of their duty and also damage or compensation due to any dispute by service provider or his personnel. Any expenditure incurred by the AIESL to handle the situation arising out of the conduct / misconduct of personnel deployed by the contractor will be made good from Security Deposit / Bills.



- j. The service provider shall offer for inspection their vehicles and those selected by AIESL and put into operation, in good condition as mentioned above and shall be maintained in similar condition throughout the entire period contract. The service provider shall at all times maintain the required number of vehicles in good condition (including spare vehicles for any break down situations) and ensure that the vehicles are running in accordance with the prevailing traffic regulations including prescribed speed limits. Proper maintenance of the vehicles and keeping them roadworthy shall be the responsibility of the service provider.
- k. The vehicles offered should be of 2019 or later models only and covered less than **1** lakh kilometres. The vehicles should be in good running condition, road worthy and comfortable to the commuters, such as having proper window panes, cushion seats, upholstery, leak-proof roof etc. and shall be produced for inspection and certification by the AIESL authorities.
- 1. Relief vehicles shall be provided by the service provider only from out of those selected for use by the AIESL authorities. Permanent Replacement of vehicles will be subject to the prior inspection and approval by the AIESL authorities.
- m. The vehicles deployed by them are always maintained in clean (exterior and interior), hygiene and road worthy condition at all times.
- n. Whenever A/C Vehicle/service is opted for, it should be ensured that the A/C works properly and there is no excuse of any reason for non-functioning of A/C. If A/C vehicle is opted for and if the A/C does not function, either partially or fully, then in such cases, only the non-A/C charges would be paid and also penalty would be imposed at the discretion of AIESL.
- o. Service provider and the vehicles must comply with all the applicable laws, rules, regulations etc., as mandated by the RTA, GMR Hyderabad International Airport Limited (GHIAL) and other applicable Government agencies during the contract period.
- p. All the documents including RC, fitness, insurance, PUC, Road Tax Permit etc. and any other relevant documents/Licenses essentially required by the RTA and other statutory bodies for the operation of the vehicles must be valid during the tenure of the contract period. These documents/licences essentially should be made available in the vehicles during the operating timings.
- q. Service provider is required to provide Commercially Registered vehicles with comprehensive insurance and risk cover to the occupants of the vehicles.
- r. In case of break-down of vehicle, it will be the responsibility of the service provider/ supervisor(s) to make alternative arrangements immediately so as to enable staff to reach their destination on time. In the event of alternate arrangement is not made immediately, then AIESL shall be within its rights to make alternative arrangements by hiring/arranging another vehicle (or vehicles) from any other source and the amount so spent, together with any other reasonable incidental charges, etc. will be fully recovered from contractor's regular bills apart from the penalty, if any levied, as per penalty clause as deemed fit and necessary.
- s. Service provider has to make their own arrangement to procure fuel, lubricants, spare parts, etc. and their Price offer should be inclusive of costs for these items.
- t. Driver of the vehicle has to furnish the daily travel sheet to Company that would have the name of staff travelled and total number of staff travelled in his route. Random check will be conducted by AIESL official and any error in sheet would attract penalty to service Provider.
- u. A logbook is to be kept in each vehicle with details of trip made, timings of the trips in details and Columns for writing complaints, if any. The same shall be made available for scrutiny by AIESL officials whenever required. Drivers required to obtain the signature from the AIESL supervisor/staff/occupant after completion of each trip.
- v. Re-fuelling of vehicles should not be done while staffs are on board the vehicle.



B: VALIDITY OF CONTRACT RATES AND PROVISION FOR CHANGES IN FUEL RATES:

- i. Unit/Base Rates (i.e. rate offered per Km (or) per slab excluding applicable GST) agreed for the Contract shall be FIRM during the tenure of the contract / agreement period and no upward revision in rates shall be considered except for the clause for Fuel price increase/ decrease.
- ii. The Base Price of Diesel (Normal Diesel) will be Rs.97.82 per litre of Hyderabad as on 01.03.2023 and shall be the Base Index for Fuel price calculation: Say "A" Rupees per Litre (Diesel) i.e, A = 97.82 Rupees Per litre.
- **iii.** Service provider is required to produce the documentary proof to claim compensation for increase in payment of diesel. **Upward and Downward revision due to change in fuel price** will be calculated as per formula given here under:

Seating	MILEAGE		
Capacity	Non-Air Conditioned	Air Conditioned	
Upto 10-Seater (LMV)	14 Km per litre	12 Km per litre	
40-Seater and above	5 Km per litre	4 Km per litre	
10 to 12-Seater	10 Km per litre	9 Km per litre	
13 to 22-Seater	8 Km per litre	7 Km per litre	
23 to 36-Seater	6 Km per litre	5 Km per litre	

a. The Mileage "M" of the vehicles shall be taken as:

- b. The Actual Monthly price for diesel shall be considered based on price prevailing as on 15th of every month for normal diesel for each month fuel price variation calculation. This will be defined as "B" and will be considered as Average fuel price for that month.
- c. If the Monthly Average Fuel price is say Rupees "B" per Litre, then the difference in rate = Rs. (B-A) per Litre.
- **d.** If **"T"** is the **cumulative actual effective** kms covered in a month, the fuel that would have been **consumed = "T" / "M" Litre (T divided by M).**
- e. The reimbursement or deduction amount "C" towards change in fuel price then would be C = (B-A) * (T/M).
- f. The total amount payable would be Actual Kms run * Price Bid rates +/- Actual Kms * C
- **g. For Example**, if Actual kms run per month is 10,000 kms and **fuel price increased** from 97.82 to 107.82 then the total amount payable will be = 10000 * Price bid rate + (107.82 07.82) * (10000/M)
 - = 10000 * Price bid rate + (107.82 97.82) * (10000/M)

For Example, if Actual kms run per month is 10,000 kms and **fuel price decreased** from 97.82 to 87.82 then the total amount payable will be

- = 10000 * Price bid rate + (87.82 97.82) * (10000/M)
- **iv.** Service provider shall submit supplementary Bill or Credit / Debit Note rate towards change in Fuel price on monthly basis without accumulation.
- **v.** In the event of the prices of diesel decreases, it shall be downward adjusted and amount will be recovered from the contractor.
- vi. If the Vehicle is run on any other fuel other than Diesel i.e., Petrol, CNG, LPG, Battery/ Electric etc., calculations and payments will be based on Diesel price as mentioned above. The service provider is at liberty to use any RTA approved fuel type vehicles.
- vii. It may be noted that no such compensation shall be made to contractor for increase of wages payment to driver/cleaner/labour and on account of materials/spares.



C. <u>CONDITIONS PERTAINING TO DRIVERS AND OTHER STAFFS:</u>

- a. Employees/ workers of the service provider deployed to AIESL shall not be less than 20 year of age and schooling till 8th Standard.
- b. Should be physically/medically fit for the specified jobs.
- c. They shall be well mannered and courteous and while on duty, wear proper uniform provided by the Service provider, which should be clean and should have their photo identity card pinned thereon.
- d. Must be insured against all risks by the Service Provider.
- e. Any Overtime /Overstay Allowance, conveyance, or any other allowance for the workmen shall be paid by the service provider and AIESL will have no liability in this regard.
- f. Drivers deployed must be in possession of applicable valid commercial heavy/HMV/LMV driving license issued by the R.T.A to drive passenger vehicles/staff transportation coaches and must carry the same with him while on duty.
- g. The driver while on duty should not be under the influence of alcohol or any other intoxicant substance. If a driver is found to be intoxicated, alternative driver has to be provided by the Service provider immediately on receipt of such report/complaint from AIESL. Any Loss of damage caused by such driver to otherwise shall be totally borne by the Contractor.
- h. Service provider shall bear the total cost of damage to AIESL/ AIESL equipment's/ AIESL man power due to careless driving.
- i. Driver shall completely refrain from using mobile whilst driving.
- j. Smoking by the drivers and vehicle staffs during the trips is strictly prohibited.
- k. No drivers shall be used for driving duty for more than 12 hrs. at a stretch. They must be given at least 8 hrs rest before being deployed for next duty.
- 1. The staff's deployed should be well mannered and behave courteously. They should be physically and medically fit for the job assigned.
- m. Service provider shall ensure to take corrective measure whenever there is a complaint against their staff. In case of any serious complaints/ incidents etc. They will have to replace the concerned staff immediately.



Tender No: HYE/AIESL/STAFF-TPT/2023/240

Date: 04.03.2023

Subject: Tender for Award of Rate Contract for providing Staff Transportation Services at AI Engineering Services Limited, RGI Airport, Shamshabad, Hyderabad.

ANNEXURE - II

TECHNICAL BID

1.	Tender for	Tender for				Providing Staff Transportation Services at AIESL,MRO Complex, RGIA, Shamshabad,		
				Hyderabad	1 /	, ,		
2.	Name of the Company / Est	ablishment						
3.	Full Address of Registered Office							
4.	Full Address of Branch Office at Hyderabad							
	Name of Authorized Signat	ory						
5.	Telephone No.							
	Mobile No.							
	E-mail ID							
-	Nature of Company [Wheth							
6.	Partnership Firm /Private Limi company /Corporation / Any o							
	If you are an MSME vendo							
6.1	certificate/ Udyog Aadhaar							
	certificate must be valid as					If NO,		
	The MSEs who have applie			YES/NO		nder is not eligible		
	of registration, but have not					r exemption/ preference.		
	certificate as on close date of the tender, are not eligible					preference.		
	for exemption/ preference.	·	- fuller Transformer (fr					
7.	Particulars of Statutory Reg of the same) (Must Condit		in the name	of the Tenderer. (to	enclose self	- attested copies		
7.	Details	Number	Date of	Valid Up to	Tenderer	Disqualification		
	Details	rumber	Issue	vana op to	Response	Criteria		
	PAN No.							
7.1	(Must Condition)				Yes/No	If NO, bid will be		
	Submit the copy along with				103/110	disqualified		
	the Technical Bid							
7 2	GST Registration No.					If NO bid will be		
7.2	GST Registration No. (Must condition)				Yes/No	If NO, bid will be disqualified		
7.2	GST Registration No.				Yes/No	If NO, bid will be disqualified		
7.2 7.3	GST Registration No. (Must condition) Submit the copy along with the Technical Bid PF Registration				Yes/No			
	GST Registration No. (Must condition) Submit the copy along with the Technical Bid PF Registration ESI Registration				Yes/No			
7.3 7.4	GST Registration No. (Must condition) Submit the copy along with the Technical Bid PF Registration ESI Registration Any other social security				Yes/No			
7.3	GST Registration No. (Must condition) Submit the copy along with the Technical Bid PF Registration ESI Registration Any other social security scheme for workers :(Like				Yes/No			
7.3 7.4	GST Registration No. (Must condition) Submit the copy along with the Technical Bid PF Registration ESI Registration Any other social security scheme for workers :(Like Group Insurance, Personnel				Yes/No			
7.3 7.4	GST Registration No. (Must condition) Submit the copy along with the Technical Bid PF Registration ESI Registration Any other social security scheme for workers :(Like	wo years' experie	nce as 'Serv	ice Provider' in	Yes/No			
7.3 7.4	GST Registration No. (Must condition) Submit the copy along with the Technical Bid PF Registration ESI Registration Any other social security scheme for workers :(Like Group Insurance, Personnel Accidents, Pension etc.) Whether having minimum t the field of Staff Transporta				Yes/No Yes /No	disqualified		
7.3 7.4 7.5	GST Registration No. (Must condition) Submit the copy along with the Technical Bid PF Registration ESI Registration Any other social security scheme for workers :(Like Group Insurance, Personnel Accidents, Pension etc.) Whether having minimum t the field of Staff Transporta (Must Condition)	tion during last 3	Years as on	01.03.2023.		disqualified		
7.3 7.4 7.5	GST Registration No. (Must condition) Submit the copy along with the Technical Bid PF Registration ESI Registration Any other social security scheme for workers :(Like Group Insurance, Personnel Accidents, Pension etc.) Whether having minimum to the field of Staff Transporta (Must Condition) (Submit the copies of documents)	tion during last 3	Years as on ng with the te	01.03.2023. echnical bid)		disqualified		
7.3 7.4 7.5 8.	GST Registration No. (Must condition) Submit the copy along with the Technical Bid PF Registration ESI Registration Any other social security scheme for workers :(Like Group Insurance, Personnel Accidents, Pension etc.) Whether having minimum t the field of Staff Transporta (Must Condition) (Submit the copies of docur Whether Vehicle details o	ntion during last 3 nentary proof alor f Four + One Spa	Years as on ng with the te are 40 seater	01.03.2023. echnical bid) • & Three + One	Yes /No	disqualified If NO, bid will be disqualified		
7.3 7.4 7.5	GST Registration No. (Must condition) Submit the copy along with the Technical Bid PF Registration ESI Registration Any other social security scheme for workers :(Like Group Insurance, Personnel Accidents, Pension etc.) Whether having minimum t the field of Staff Transporta (Must Condition) (Submit the copies of docur Whether Vehicle details of Spare 8 seater are provide	ation during last 3 mentary proof alor f Four + One Spa ed in Annexure X	Years as on ng with the te are 40 seater X (Must Con	01.03.2023. echnical bid) & Three + One dition)		disqualified If NO, bid will be disqualified		
7.3 7.4 7.5 8.	GST Registration No. (Must condition) Submit the copy along with the Technical Bid PF Registration ESI Registration Any other social security scheme for workers :(Like Group Insurance, Personnel Accidents, Pension etc.) Whether having minimum t the field of Staff Transporta (Must Condition) (Submit the copies of docur Whether Vehicle details of Spare 8 seater are provide (Submit the copies of docur	ation during last 3 nentary proof alou f Four + One Spa ed in Annexure X nentary proof alou	Years as on ng with the te are 40 seater X (Must Con ng with the T	01.03.2023. echnical bid) • & Three + One dition) °echnical Bid)	Yes /No	disqualified If NO, bid will be disqualified		
7.3 7.4 7.5 8.	GST Registration No. (Must condition) Submit the copy along with the Technical Bid PF Registration ESI Registration Any other social security scheme for workers :(Like Group Insurance, Personnel Accidents, Pension etc.) Whether having minimum t the field of Staff Transporta (Must Condition) (Submit the copies of docur Whether Vehicle details of Spare 8 seater are provide	ntion during last 3 nentary proof alor f Four + One Spa ed in Annexure X nentary proof alor fice in Hyderabad	Years as on ng with the te are 40 seater X (Must Con ng with the T I. To enclose	01.03.2023. echnical bid) * & Three + One dition) 'echnical Bid) self-attested copy	Yes /No	disqualified If NO, bid will be disqualified		



	Continuation Annexure- II - TECHNICAL F	BID			
11.	The average annual turnover of Rs.150 Lakhs or above in each of any of the TWO financial years during 2019 -2020, 2020-21& 2021-22. (Must Condition). To self attested scanned copy of relevant pages of Balance Sheet and P&L account, duly authenticated by CA, should be submitted along with the Technical Bid.			Yes /No	If NO, bid will be disqualified
	11.a . Turnover for any of the above two Financial Years be	20_	20		/-
	specified	20	20	Rs	/-
12.	The Tenderer must submit self-attested Income Tax Return for the two Financial Year furnished in 11.a above, with their Technical Bid. (Must)			Yes /No	If NO, bid will be disqualified
13.	Is any of your Director/Employee or his/her Immediate Relative on the payroll of 'AIESL' (if Yes, give details)			Yes /No	If YES, bid will be disqualified
14.	Has any Director/Partner/Proprietor been convicted any time by court of law? (if Yes, give details)			Yes /No	If YES, bid will be disqualified
15.	Agree to all the terms and conditions of this tender (Must Co	nditio	on)	Yes /No	If NO, bid will be disqualified
16.	Whether Certified Copy of Power of Attorney attached?			NA/ Yes /No	If applicable
17.	Applicable Legal/Statutory Requirements Compliance: Agree with all the Legal/Statutory requirements.	eing to	comply	Yes /No	If NO, bid will be disqualified
18.	Agreeing to Indemnify AI Engineering Services Limited as p IX, if such to Indemnify Bond to be attached with the Techni			Yes /No	If NO, bid will be disqualified

19. Undertaking: (To be agreed & signed by the Tenderer):

All the provisions of the RTA rules, Contract Labour Regulation and Abolition (CLRA) Act and rules made there under shall be complied with, if the same are applicable to the successful Tenderer

It is confirmed that in case Contract / LOI is awarded by 'AIESL' to the successful tenderer, payment of all statutory obligations especially – Minimum Wages/ESI/PF/GST etc shall be the responsibility of the Service Provider.

It is confirmed that the Contract for "Providing Staff Transportation services at AIESL, MRO complex, RGIA, Hyderabad" will be commenced within 10 days from the date of receipt of LOI (Letter of Intent)/Contract.

It is confirmed that 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 Act/Work Contract Act/Provident Fund Act/Income Tax Act/Shop & Establishment Act/ESI Act etc.) shall be produced for verification/checking of AIESL or to a third party authorized by 'AIESL' / agencies of Govt. of India.

It is confirmed that the requisite works as per enclosed Work Scope would be commenced and executed to the satisfaction of 'AIESL'.

It is confirmed that Financial Bids submitted are valid for a period of 90 days from the date of opening of the Technical Bids. AIESL may extend this period if required.

It is confirmed to have carefully gone through, have understood and hereby agree to abide by all the Specific/General Terms & Conditions, Work scope and Specifications governing the tender.

It is confirmed that the information given in the tender is true and correct to the best of my knowledge and belief and nothing material is concealed and authorized to sign the tender document.

Date:	Name & Signature of Auth. Signatory:
Place:	Designation of Auth .signatory:

Company Name & Seal:

CHARTERED ACCOUNTANT'S CERTIFICATION

I, C.A (Name)_______MembershipNumber______have verified the above details as per the documents /records submitted for verification and hereby certify that the above statement is correct.

Signature of C.A ______ &Seal



Tender No: HYE/AIESL/STAFF-TPT/2023/240

Date: 04.03.2023

Subject: Tender for Award of Rate Contract for providing Staff Transportation Services at AI Engineering Services Limited, RGI Airport, Shamshabad, Hyderabad.

ANNEXURE –III PRICE BID

I: PART-A: Scheduled Requirement (Approximate) :Shift Pattern : General Shift-6 Days a Week (Monday to Saturday) Shift and on SUNDAY/HOLIDAYS on need basis. Shift Timings: 0900-1620hrs

SL. NO.	Route	Approximate KM	Seating capacity	Details	Basic unit Rate Per KM (Excluding : GST) In figure and words.
		per one way			AC Non AC
01	6A	50 KM	40 Seater	In figures	
01	0A	JU KIVI	40 Sealer	In words	
02	6D	40 VM	40 Seater	In figures	
02	6B	49 KM	40 Sealer	In words	
03	6C	40 IZNA	40 Seater	In figures	
03	0C	48 KM	40 Sealer	In words	
04	6D		40 Seater	In figures	
04	00	46 KM	40 Sealer	In words	
05	SUB	TOTAL (6A+6 (one way)	,	In figures	
	WEIGHTED TOTAL		In words		
06		of Non AC & from SL. NO	25% of AC	In figures	

II: PART -B: Scheduled Requirement: Shift Pattern: Cyclic Shift Pattern - on 365 Days, 24 x 7.

SL. NO.	Route	Approximate KM per one way	Seating capacity	No. of Vehicles per Route/	Details	(Excludir In figure a	Rate Per KM ng : GST) and words.	
				per shift		AC	Non AC	
07	M1	48 KM	08 Seater	01	In figures			
07	1011				In words			
0.0	M2	42KM	08 Seater	01	In figures			
08					In words			
09	M3	42KM 0	08 Seater	01	In figures			
					In words			
10	SUB TOTAL (M1+M2+M3) (one way)			In figures				
	WEIGHTED TOTAL			In words				
11	(75%	of AC & 25% of from SL. NO.		In figures				

Contd...Annexure III



Contd...Annexure III

<u>III: PART – C: Unscheduled Requirement</u>: Other than SUNDAY/ HOLIDAY requirement of 40 Seater on need basis.

SL. NO.	Approximate KM per Month	Seating capacity	Basic unit Rate with A (Excluding : In figur	C GST)	Basic unit Rate Per KM with AC (Excluding : GST) In words.
12	1000 KM	08 Seater			
13	1000 KM	12 Seater			
14	1000 KM	22 Seater			
15	1000 KM	36 Seater			
16	1000 KM	40 Seater			
17	1000 KM	50 Seater			
18	SUB TOTAL (12 to 17)		In figures		
19	WEIGHTED TOTAL		In words		
	(5 % of SL.	NO. 18)	In figures		

IV: GRAND TOTAL = (PART A+ PART B+PART C):

SL. NO.	TOTAL	Basic unit Rate Per KM (Excluding : GST)	Basic unit Rate Per KM (Excluding : GST)
		In figure	In words
	GRAND TOTAL		
20.	(WEIGHTED)		
	(SL NO.6+SL NO.11+SL NO.19)		

Please indicate the % of GST of SL.NO. 20 which it is applied for Staff Transportation Services.

% CGST in Rs./- (In words).

% SGST in Rs./- (In words).

*If the Rate of GST is not mentioned, it will be presumed that the rate is inclusive of GST.

The rate finally agreed shall be FIRM during the tenure of the agreement period and no revision in rate shall be considered.

If the Weighted calculation given by the Tenderer is not correct, AIESL will recalculate the same based on the Base unit rate per kilometer furnished in the Price Bid to arrive at the Grand Total (Sl.No. 20).

Determination of L 1:

The Lowest quoted vendor as per SL. NO. 20 of Clause IV will be determined as L1 on common platform basics plus applicable GST for the same.

TENDERER'S NAME

TENDERER'S SIGNATURE & SEAL



Tender No: HYE/AIESL/STAFF-TPT/2023/240

Date: 04.03.2023

Subject: Tender for Award of Rate Contract for providing Staff Transportation Services at AI Engineering Services Limited, RGI Airport, Shamshabad, Hyderabad.

ANNEXURE - IV

CHECK LIST FOR MANDATORY ENCLOSURES

Tenderers are required to fill up the check list below. Kindly Tick at the appropriate place.

1.	Have you filled and signed all the pages of Scope of Works, Terms (Annexure I) and Specific Conditions and General Terms & Conditions	YES	
2.	Have you filled, signed, enclosed Technical Bid (Annexure II) and obtained certification from Chartered Accountant.	YES	
3.	Have you filled and signed in covering letter (Annexure V).	YES	
4.	Have you filled and signed Bid Security Declaration Form (Annexure VIII).	YES	
5.	Have you enclosed EMD for Rs.10,000/- along with Technical Bid.	YES	
6.	Have you filled and signed Price Bid Form (Annexure III).	YES	
7.	Have you enclosed all the above Annexure viz. Annexure I to VII and Bid Security Declaration in Cover 1.	YES	
8.	Have you enclosed Vehicle Details with the Registration Number for FIVE 40 seater and FOUR 8 seater (Annexure X) in Cover 1 .	YES	
9.	Have you enclosed Price Bid (Annexure III) in Cover 2.	YES	
10.	Have you put both Covers 1 and 2 in a Master envelope in Cover 3 .	YES	

DATE:

TENDERER'S NAME

TENDERER'S SIGNATURE & SEAL



Tender No: HYE/AIESL/STAFF-TPT/2023/240

Date: 04.03.2023

ANNEXURE - V

COVERING LETTER

FORMAT OF COVERING LETTER WITH WHICH DULY FILLED-IN TENDER DOCUMENTS ARE TO BE SUBMITTED BY THE TENDERER ON THE LETTER HEAD OF THE TENDERER

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

To:

General Manager (Engineering) AI Engineering Services Limited, MRO Complex, Near Gate No.3, RGI Airport, Shamshabad, Hyderabad 500108.

Dear Sir,

Subject: Tender for Award of Rate Contract for providing Staff Transportation Services at AI Engineering Services Limited, RGI Airport, Shamshabad, Hyderabad.

Ref. No.: Tender No: HYE/AIESL/STAFF-TPT/2023/240

We have gone through the Tender documents posted by you on the website consisting of covering letter and Terms and Conditions and are pleased to submit Technical Bid and Price Bid.

We agree to accept the terms and conditions as stipulated.

Thanking you,

Company Seal

Phone No. Fax No.

E-Mail.

Signature

Yours faithfully,

Name Designation

Name of Company Address:

Duly signed tender in sealed cover to be submitted in person at the following address on or before **1400 hrs on 24.03.2023**.

Assistant Manager - Pers., HR Dept.,1st Floor, A I Engineering Services Limited, MRO Complex, Near Gate No: 3, RGI Airport, Shamshabad, Hyderabad-500108 Phone No. 040-23477516/523 Date: 04.03.2023



Tender No: HYE/AIESL/STAFF-TPT/2023/240

Date: 04.03.2023

ANNEXURE - VI

(To be submitted along with Technical Bid)

UNDERTAKING FROM BIDDERS

I / We

confirm that I / we do not have any Director/Employee or his/her Immediate Relative, who is an Employee of AIESL or its subsidiaries and is likely to benefit us during the Award / Implementation of the contract /PO.

I / We also indemnify that any subsequent detection of direct or indirect beneficiary of any application / award of any contract to any employee of the organization may result in disqualification / termination as the case may be. AI Engineering Services Limited, AIAHL or its subsidiary will have the sole discretion to do so and such cases cannot be referred for arbitration.

SIGNATURE:

SEAL OF THE COMPANY:



Tender No: HYE/AIESL/STAFF-TPT/2023/240

Date: 04.03.2023

ANNEXURE - VII

(To be submitted along with Technical Bid)

LETTER OF AUTHORIZATION FOR BID OPENING

To HR Department, AI Engineering Services Limited, MRO Complex, RGI Airport, Shamshabad, Hyderabad-500108 Subject: Authorization for attending Bid opening							
Tender No			_ Closing Date:				
Opening Date	2	Opening	Time				
-	g person(s) are hereby ove on our behalf.	v authorized to attend	the bid opening for	the tender			
Sl. No	Name	E-Mail id	Contact No.	Signature			
I.							
II.							
			Authorized Sig	natory			
			Signature:				
			Seal of the con	npany:			

Note:

- 1. Applicable if Authorized Representative is deputed.
- 2. Permission for entry to the hall where bids are opened may be refused in case Authorization as prescribed above is not received.
- 3. The Authorized Representatives, in their own interest, must reach the venue of bid opening well in time.
- 4. The Authorized Representatives must carry a valid Photo Identity Card.



Tender No: HYE/AIESL/STAFF-TPT/2023/240

Date: 04.03.2023

ANNEXURE – VIII

<u>BID SECURITY DECLARATION FORM</u> (On Company Letter Head)

To (Insert complete name and address of the Buyer/ Purchaser)

I/We the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification. If I am/ we are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail to execute the contract, if required, or (ii) fail to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I/ am/we are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder: or (ii) thirty days after the expiration of the validity of my/ our Bid.

Signed:	(insert signature of	person whose name and capacity are shown)
In the capacity of	(insert legal capacity of	person signing the Bid Security Declaration)
Name:	(insert complete name of	person signing the Bid Security Declaration)
Duly authorized to sign the b	id for an on behalf of	(insert complete name of Bidder)
Date on	day of	(insert date of signing)
Corporate Seal		(where appropriate)



Tender No: HYE/AIESL/STAFF-TPT/2023/240

Date: 04.03.2023

<u>ANNEXURE – IX</u>

INDEMNITYBOND

THIS INDEMNITY BOND is executed on this ______th Day of ______2023,

by_____having, it Registered Office at ______here in after referred to as Service Provider (which expression shall unless it be repugnant to the context to the meaning there of shall be deemed to mean and include its successor and assigns).

Whereas (name of the Service Provider) shall enter into an agreement with M/s. **AI Engineering Services Limited**, a Company herein after referred to as "AIESL" incorporated in New Delhi under Companies Act, 1956 having, its **Registered Office at IInd Floor, CRA Building, Safdarjung Airport, New Delhi- 110003** (which expression shall unless it be repugnant to the context to the meaning there of shall be deemed to mean and include its successors and assigns).

And whereas the Service Provider by means of an agreement shall provide (Comprehensive Staff Transportation Services to AIESL, MRO Complex at Hyderabad).

- 1. In terms of clause 7 of XI, of the Specific terms and conditions in the Tender Document No. HYE/AIESL/STAFF-TPT/2023/240 date 04.03.2023, 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. In terms of clause XV of the Specific terms and conditions in the Tender Document the Service Provider 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 Act1936, 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.
- 3. It is further agreed that the Service Provider shall, within One Month from the receipt of LOI (letter of intent), obtain Form-V from AI Engineering Services Limited and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority & deposit a copy with AIESL at the time of commencement of the job. In the event of the Service Provider not be covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason what so ever, the Service Provider shall obtain a letter from the concerned labour authorities confirming the same.
- 4. It is further agreed that the Service Provider shall indemnify AIESL 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 the Service Provider 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 Service Provider on a monthly basis. Attendance register incorporating all details of attendance in respect of the workmen deployed by them is to be maintained. The Bidder shall ensure that the disbursement of wages to the persons deployed /engaged by them shall be made on or before the 7th of each month. Payments are to be made each month in the presence of a nominated representative of the Management of the company. 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. The Bidder shall strictly ensure that Minimum Wages as stipulated by the appropriate Government is paid each month to the workmen deployed by them. The Bidder shall issue salary slips to each of the workmen engaged by them every month in respect of the wages paid. The Bidder shall ensure that the workmen deployed by them are granted a paid weekly off as per rules. This shall be a mandatory compliance.
- 7. The Service Provider hereby indemnifies AIESL with regard to the service rendered on all the applicable laws, rules, regulations etc., as mandated by the RTA, GMR Hyderabad International Airport Limited (GHIAL) and other applicable Government agencies during the contract period.
- 8. The Service Provider hereby indemnifies AIESL with regard to all the documents including RC, fitness, insurance, PUC, Driving License, Road Tax Permit etc. and any other relevant documents/Licenses essentially required by the RTA and other statutory bodies for the operation of the vehicles must be valid during the tenure of the contract period. These documents/licences essentially should be made available in the vehicles during the operating timings.
- 9. Service provider is required to provide Commercially Registered vehicles with comprehensive insurance and risk cover to the occupants of the vehicles and Indemnify AIESL of any expenditure in this regard.
- 10. The Service Provider hereby indemnifies and agrees to keep the AIESL indemnified, during the period of the contract on account of non-compliance of whatsoever nature on the part of the Service Provider in the matter of all applicable legislations with regard to his employees deployed on contract awarded to them by the AIESL and even thereafter, to make good any losses, payments, penalties incurred by the AIESL.
- 11.Service provider shall bear the total cost of damage to AIESL/ AIESL equipment's/ AIESL man power due to careless driving.
- 12. The Service Provider shall indemnity AIESL against payment of penalty, their Party claims, damages, loss of property of AIESL, RGIA-GMR airport and/ or other party, due to mishandling, theft, damages due to rash driving, accidents, negligence, violation of any statutory laws and etc., by them and/ or the personnel deployed by the them. In case, any such claim amount is not deposited/ paid to AIESL or to the concerned personnel or agency then the same shall be deducted from their monthly Bills/ performance guarantee/ Future payments. This shall also include legal cost involved.
- 13.We indemnify AI Engineering Services Limited and its subsidiaries, assigns, against any claim from ESI Authorities / PF Authorities and / or any other statutory bodies under various labour laws relating to claim with regard to the workmen deployed by us. WE further indemnify AIESL and its subsidiaries against any losses that may accrue/occur on account of Vigilance Case/s filed/to be filed by ESI authorities/PF Authorities and/or any other statutory body under various labour laws.
- 14. The Service Provider hereby indemnifies and agrees to keep the AIESL indemnified, against any clause elsewhere as referred to in this tender document no. HYE/AIESL/STAFF-TPT/2023/240 date 04.03.2023 which specifies so.

Signed, Sealed & Delivered Within the named______ Through their Director/ Proprietor/ Representative. Witness: 1. 2.



Tender No: HYE/AIESL/STAFF-TPT/2023/240

Date: 04.03.2023

<u>ANNEXURE – X</u>

VEHICLE DETAILS

SL. NO.	VEHICLE Registration Number	FUEL Type	VEHICLE MAKE (MANUFACTURER)	Seating Capacity	Year of Engine	Year of Chassis/ Body	Kilometers Run as on 01.03.2023		
	HEAVY MOTOR VEHICLE – 40 Seater								
1									
2									
3									
4									
5									
	LIGHT MOTOR VEHICLE – 8 Seater								
6									
7									
8									
9									

Authorized Signatory

Signature:

Seal of the company: